BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA October 8, 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



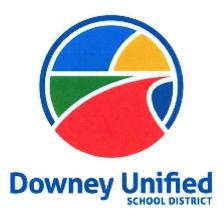
Member Barbara R. Samperi



Member Martha E. Sodetani



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



Regular Board of Education Meeting Agenda #6 10/08/2019 05:00 PM

Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241

Printed: 10/3/2019 8:02 AM PST

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mrs. Nancy A. Swenson, President of the Board of Education, at 5:00 p.m. on Tuesday, October 8, 2019, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

2. PLEDGE OF ALLEGIANCE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Tod M. Corrin, Clerk of the Board of Education.

3. INVOCATION

Invocation to be delivered by Donald E. LaPlante, Vice President of the Board of Education.

4. ROLL CALL

Nancy A. Swenson Donald E. LaPlante Tod M. Corrin D. Mark Morris Giovanna Perez-Saab Barbara R. Samperi Martha E. Sodetani

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

- 5. HEAR performance by the Downey High School Jazz Choir under the direction of Corneliu Olariu.
- 6. ADOPT Agenda #6 for the Regular Meeting of the Board of Education held on October 8, 2019.
- 7. APPROVE Official Minutes of the Regular Board of Education Meeting held September 9, 2019, as submitted or with the necessary corrections.
- 8. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.
- 9. HEAR an update from Phil Davis, Mary R. Stauffer Foundation Board Member, recognizing the 2019 Stauffer Foundation Teacher, Principal and District Grant Awardees.
- 10. HEAR a presentation from Dr. Roger Brossmer, Assistant Superintendent of Secondary Education,

and Dr. Robert Jagielski, Senior Director of Student Safety, Wellness and Engagement, recognizing Darrell Jackson for the Downey Unified Shared Values Award in the area of Relationships and Partnerships.

- 11. RECOGNIZE Kelley Rush-Becker, Principal of Unsworth Elementary School, to present Downey Unified's Candidate for Los Angeles County Office of Education Teacher of the Year Rose Zeisel.
- 12. HEAR Oral Communications from Members of the Board of Education and Superintendent.
- 13. HEAR Public on items not appearing on the Agenda.

II. CONSENT AGENDA

- 1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through September 2019.
- 2. RATIFY and/or APPROVE attendance of actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
- 3. AUTHORIZE updated signatories, as presented, to become effective September 10, 2019 and to remain in effect until subsequent action is taken by the Board of Education.
- 4. AUTHORIZE payment of membership fee to California Continuation Education Association (CCEA) to be charged to 01.0-02000.0-11100-10000-5310-52700000.
- 5. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2019-20 fiscal year.
- RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of July 2019, covered by Payroll Orders issued through August 2019.
- 7. RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20002264 and 20010047 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning August 1, 2019 and ending August 31, 2019.
- 8. APPROVE the FAFSA/DREAM Act Completion Program Agreement with the California Student Aid Commission.
- 9. RATIFY agreement between Downey Unified School District and Emily Cantrell to provide Cart Services, effective August 14, 2019 through June 30, 2020.
- 10. RATIFY agreement between Downey Unified School District and Suzanne Firlotte to provide Cart Services, effective August 14, 2019 through June 30, 2020.
- 11. RATIFY agreement between Downey Unified School District and Marissa Holt to provide Cart Services, effective August 14, 2019 through June 30, 2020.
- 12. RATIFY agreement between Downey Unified School District and Lidia Perez to provide Cart Services, effective August 14, 2019 through June 30, 2020.
- 13. RATIFY agreement between Downey Unified School District and Jennie Ramos to provide Cart Services, effective August 14, 2019 through June 30, 2020.
- 14. RATIFY agreement between Downey Unified School District and Marisela Salazar to provide Cart

- Services, effective August 14, 2019 through June 30, 2020.
- 15. RATIFY the Clinical Affiliation Agreement with Emerson College from September 13, 2019 through June 30, 2024.
- 16. APPROVE lease agreement with MRC Smart Technology Solutions/Xerox Financial Services LLC, for the 60-month lease of a Xerox model C8055H2 multi-function printer for the SELPA Program at the Pace Conference and Training Center.
- 17. RATIFY Service Agreement No. 201819-204 with WestEd to provide professional development workshops for district staff from July 1, 2018 through June 30, 2019.
- 18. APPROVE amendment to Service Agreement No. 201920-53 with NPO Solutions to increase number of days from 16 to 22 and the total cost from \$20,000 to \$28,000 for the 2019-20 school year.
- 19. APPROVE Service Agreement No. 201920-69 with Three Oaks Outdoor Science School, Inc. for attendance by 5th grade students from Gallatin, Gauldin, Old River, Price, Rio San Gabriel and Unsworth Elementary Schools from December 2, 2019 through December 6, 2019.
- 20. RATIFY Agreement for Construction Services (Small Projects) No. 201920-103 with Erickson-Hall Construction Company, Escondido, to furnish and install a portable staff restroom building at Stauffer Middle School, in the amount of \$46,440.00, to be charged to Measure O Bond funds.
- 21. RATIFY Agreement No. 201920-108 with Barnes HazMat, Inc. to provide hazardous materials removal services as needed from July 1, 2019 through June 30, 2020.
- 22. APPROVE Agreement No. 201920-114 with Salesforce to provide a Customer Response Management (CPM) system to the Downey Unified School District from October 15, 2019 to June 30, 2022.
- 23. RATIFY Agreement No. 201920-119 between Downey Unified School District and Pearson for the 2019-20 fiscal year, effective September 1, 2019 through August 30, 2020.
- 24. RATIFY Agreement for Independent Consultant Services No. 201920-121 with Enrique Ayala to provide instruction to DAS students for the Ultimate Challenge Workout Class from July 1, 2019 through June 30, 2020.
- 25. APPROVE Service Agreement No. 201920-123 with Parent Education Bridge for Student Achievement Foundation to provide a parent education workshop at Price Elementary School.
- 26. RATIFY Agreement No. 201920-124 with Microsoft Corporation to provide Microsoft Premier Support Services from September 26, 2019 through September 25, 2020.
- 27. RATIFY Agreement No. 201920-125 between Downey Unified School District and Sea Change Therapy for the 2019-20 fiscal year, effective August 12, 2019 through June 30, 2020.
- 28. RATIFY Service Agreement No. 201920-126 with The College Essay Guy, LLC to provide college essay writing workshops for Warren High School College Admissions Academy from September 6, 2019 through June 30, 2020.
- 29. RATIFY Agreement No. 201920-128 between Downey Unified School District and Total Education Solutions for the 2019-20 fiscal year, effective September 9, 2019 through December 31, 2020.
- 30. RATIFY Agreement No. 201920-129 between Downey Unified School District and Total Education Solutions for the period of July 8, 2019 through June 30, 2021.
- 31. RATIFY Agreement for Construction Services (Small Projects) No. 201920-131 with Patriot

- Purveyors, LLC, Vista, for the relocation of a sound booth from Ward Elementary School to Imperial Elementary School, in the amount of \$3,350.00, to be charged to the General Fund.
- 32. APPROVE Service Agreement No. 201920-132 with Learning for Living, Inc. to provide the Breaking Downey the Walls Program at Griffiths Middle School from October 7, 2019 through October 9, 2019.
- 33. RATIFY Service Agreement No. 201920-133 with Achieve 3000 to provide online curriculum for DHH students with reading intervention from August 12, 2019 through June 30, 2020.
- 34. APPROVE Service Agreement No. 201920-134 with Preferred Mobil Music & Prom-o-tion Event Production, Inc. to provide DJ services at the Downey High School Freshman Fiesta on October 11, 2019.
- 35. APPROVE Service Agreement No. 201920-135 with Taco Revolution to provide taco catering services at the Downey High School Freshman Fiesta on October 11, 2019.
- 36. APPROVE Service Agreement No. 201920-137 with Healthy Roster, Inc. to provide a Sports Health Technology Package for Downey High School from August 1, 2019 through July 31, 2020.
- 37. APPROVE Service Agreement No. 201920-138 with The Habit Burger Grill to provide catering services at the Warren vs. Downey High School football game on November 1, 2019.
- 38. APPROVE Service Agreement No. 201920-140 with Challenge Success to provide the Challenge Success School Program to St. John Bosco High School for the 2019-20 school year.
- 39. APPROVE Service Agreement No. 201920-141 with Alliance Race Timing, to provide online registration and chip timing for the TLC 5K run from November 1, 2019 through February 29, 2020.
- 40. RATIFY Agreement No. 201920-144 between Downey Unified School District and Riverside Assessments, LLC for the period of September 6, 2019 through September 6, 2022.
- 41. APPROVE Agreement No. 201920-146 with Turner Consulting and Actuarial, LLC to provide actuarial services to the District during the 2019-20 fiscal year.
- 42. APPROVE Service Agreement No. 201920-147 with Renaissance Learning, Inc. to provide professional development days to implement the Freckle pilot program from October 1, 2019 through June 30, 2020.
- 43. APPROVE Service Agreement No. 201920-148 with Sports for Learning, Inc. to provide a PLC Recess Program at Carpenter Elementary School from October 16, 2019 through May 29, 2020.
- 44. RATIFY Agreement for Independent Consultant Services No. 201920-149 with Peak Realty Company to provide instruction for real estate classes at the Downey Adult School from July 1, 2019 through June 30, 2020.
- 45. APPROVE Service Agreement No. 201920-150 with PacificWest Energy Solutions, Inc. to provide Energy Planning Services for Downey Unified School District during the 2019-20 fiscal year.
- 46. RATIFY Service Agreement No. 201920-151 with WestEd to provide professional development workshops for District staff from July 1, 2019 through June 30, 2020.
- 47. APPROVE Agreement for Construction Services (Small Projects) No. 201920-152 with Century Paving, Inc., La Mirada, to perform paving repair work at Old River, Williams and Rio San Gabriel Elementary Schools, in the amount of 17,891.00, to be charged to Restricted Maintenance Funds.
- 48. APPROVE Service Agreement No. 201920-154 with Paradise Cookies and Cream to provide services

- to attendees of the Downey-Warren Football Game on November 1, 2019.
- 49. APPROVE Service Agreement No. 201920-155 with Sweet Lou's BBQ to provide services to attendees of the Downey-Warren Football Game on November 1, 2019.
- 50. RATIFY Service Agreement No. 201920-157 with Super Fun Factory to provide photo services to Warren High School Link Crew students on September 13, 2019.
- 51. RATIFY Service Agreement No. 201920-158 with OverDrive Education, Inc. to provide student access to the OverDrive Sora Service from July 1, 2019 through June 30, 2020. (LCAP Line #37)
- 52. RATIFY Agreement No. 201920-159 between Downey Unified School District and Haynes Family of Programs S.T.A.R., effective October 8, 2019 through June 30, 2020.
- 53. RATIFY for Independent Consultant Service Agreement No. 201920-160 with Jeff Day to provide and assign middle school sports officials.
- 54. APPROVE Serive Agreement No. 201920-161 with Super Fun Factory to provide a photo booth to Warren High School students on October 25, 2019.
- 55. RATIFY Service Agreement No. 201920-162 between the Downey Unified School District and Charity Vision International Foundation to provide no-cost eye exams and free glasses to qualifying K-12 students, effective August 14, 2019 through May 29, 2020.
- 56. RATIFY Service Agreement No. 201920-163 with C and F Shaved Enterprises/dba Tikiz Shaved Ice Cream for services at Warren High School on September 13, 2019.
- 57. APPROVE Agreement for Construction Services (Small Projects) No. 201920-164 with Boss Graphics, Inc., Los Angeles, to print and install an exterior logo at Columbus High School, in the amount of \$1,997.50, to be charged to the General Fund.
- 58. RATIFY Agreement No. 201920-165 with Emics, Inc., dba Informed K12, to provide internal office forms and workflow processes for the 2019-20 fiscal year.
- 59. APPROVE Agreement for Construction Services (Small Projects) No. 201920-166 with WRK Acoustics, Earp, to install acoustical ceiling tiles at the Downey Adult School and Transportation Services Department, in the amount of \$9,730.00, to be charged to Restricted Maintenance Funds.
- 60. APPROVE Agreement for Construction Services (Small Projects) No. 201920-167 with 3D Concrete, Downey, to repair/replace concrete areas at Rio San Gabriel Elementary School, in the amount of \$6,840.00, to be charged to Restricted Maintenance Funds.
- 61. APPROVE Agreement for Construction Services (Small Projects) No. 201920-168 with M & R Painting & Decorating, Inc., Rowland Heights, to paint the interior of a classroom at Columbus High School, in the amount of \$2,985.00, to be charged to Restricted Maintenance Funds.
- 62. RATIFY Service Agreement No. 201920-171 with Bahya Group to rewrite two separate California Department of Education CTE Facilities Program grant proposals: one for Computer Science and the second for Biomedical pathways. The agreement is from October 1, 2019 through December 2, 2019.
- 63. APPROVE Contract No. 19-0013 with Downey Civic Theatre to hold school events for the 2019-20 school year.
- 64. APPROVE Memorandum of Understanding between High Tech High Graduate School of Education and Downey Unified School District, effective October 9, 2019 through June 30, 2024.
- 65. AUTHORIZE the District to enter into a Clinic Services Agreement with PIH Health Physicians

(Agreement) for a term of 2 years pursuant to the terms as indicated in the form of agreement in Attachment 1, subject to minor revisions as approved by District staff and legal counsel that do not materially alter the Agreement. The Superintendent, or his designee, is hereby authorized to take all steps and perform all necessary actions to execute and implement the Agreement.

- 66. AUTHORIZE the advertisement for requests for Qualifications (RFQ) #2019/2020-01 for CEQA Consulting Services throughout the District, to be charged to Measure O Bond Funds.
- 67. AUTHORIZE the advertisement for Requests for Qualifications (RFQ) for Environmental and Hazardous Materials Testing Services throughout the District, RFQ #2019/2020-02, to be charged to Measure O Bond Funds.
- 68. AUTHORIZE the advertisement for Requests for Qualifications (RFQ) #2019/2020-03 for Geotechnical and Special Inspection Lab of Record Services throughout the District, to be charged to Measure O Bond Funds.
- 69. AUTHORIZE the advertisement for Requests for Qualifications (RFQ) for Land Surveying Consulting Services throughout the District, RFQ #2019/2020-04, to be charged to Measure O Bond Funds.
- 70. AUTHORIZE the advertisement for Requests for Qualifications (RFQ's) for DSA Project Inspection Services throughout the District, RFQ #2019/2020-05, to be charged to Measure O Bond Funds.
- 71. REJECT all bids against Bid #18/19-04 for the Purchase of Custodial Supplies, to be re-bid at a date and time to be determined.
- 72. REJECT bid from H2M Construction, Inc., Glendale, in the amount of \$432,000.00 as non-responsive to the bid documents; and AWARD Bid #19/20-02, Warren High School New Volleyball Courts, to Asphalt, Fabric & Engineering, Inc., Signal Hill, in the amount of \$444,900.00, to be charged to Capital Outlay Funds.
- 73. APPROVE Change Order #25 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$103,080.00, to be charged to Measure O Bond Funds.
- 74. APPROVE Change Order #1 to Purchase Order #PO2W-2*591 with Elite Modular Leasing & Sales, Inc., Perris, for the purchase of portable classroom buildings for Griffiths Middle School in the increased amount of \$1,800.00, to be charged to Measure O Bond Funds.
- 75. APPROVE Change Order #3 to Purchase Order #P02W-2*465 with Elite Modular Leasing & Sales, Inc., Perris, for the purchase of portable classroom buildings for Griffiths and Sussman Middle Schools, in the amount of \$14,400.00, to be charged to Measure O Bond Funds.
- 76. APPROVE the October 2019 budget transfers and adjustments for the 2019-20 fiscal year.
- 77. APPROVE the declaration and sale and/or recycling of District obsolete property; and ABATE the income to the General Fund Account No. 01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account No. 13.0-53100.0-00000-00000-8631-0000000.
- 78. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
- 79. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six hours per day, at range 115, \$3,217 \$3,916 per month, effective August 14, 2019 through February 14, 2020.
- 80. RATIFY the establishment of one new position with duties corresponding to the current classification

of Senior Instructional Assistant-Behaviorally Challenged, assigned to Unsworth Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 20, 2019.

- 81. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped, assigned to Alameda Elementary School, six hours per day, ten months per year, at range 115, \$3,217 \$3,916 per month, effective August 27, 2019.
- 82. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six and one-half hours per day, ten months per year, at range 105, \$3,065 \$3,726 per month, effective September 9, 2019.
- 83. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Price Elementary School, five and one-half hours per day, ten months per year, at range 105, \$3,065 \$3,726 per month, effective September 10, 2019.

III. GENERAL ADMINISTRATIVE SERVICES

- 1. RECEIVE the 2018-2019 Annual Report.
- 2. DECLARE a Public Hearing to decide if sufficient textbooks and instructional materials are available and consistent with the cycles and content of the curriculum frameworks.
 - a. Open the Hearing
 - b. Close the Hearing
- 3. ADOPT Resolution No. 201920-04 regarding Sufficiency of Instructional Materials.
- 4. ADOPT Resolution No. 201920-05, Resolution in Support of CHARACTER COUNTS! Week, October 20-26, 2019.

IV. SPECIAL ADMINISTRATIVE SERVICES - Instructional

1. APPROVE Certification of Provision of Standards-Aligned Instructional Materials.

V. SPECIAL ADMINISTRATIVE SERVICES - Personnel

- 1. APPROVE the appointment of C.S.E.A.'s nominee, Ms. Angelita Rademaker, to the Downey Unified School District Personnel Commission effective December 1, 2019, in accordance with Education Code 45246.
- 2. APPROVE revised Management Administrative Regulation 4141, Salary Schedule.
- 3. APPROVE the Tentative Successor Agreement and corresponding AB 1200 certification including a 1.75% salary increase for the 2019-20 school year with additional language changes and the addition of several new teacher stipends effective August 1, 2019, that will be added to the salary schedule rates and the stipend factor rate enumerated in Appendix A of the Agreement; and REVISE Administrative Regulation 4141 for the 2019-20 school year contingent upon LACOE AB 1200 approval.

VI. ITEMS FOR FUTURE AGENDA

VII. The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, November 5, 2019, at 5:00 p.m. in the Grace E. Horney Room of the Gallegos Administration Center, 11627 Brookshire Ave., Downey, California.

VIII. CLOSED SESSION: to discuss

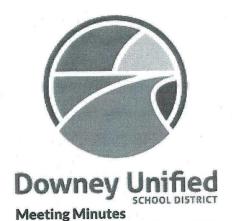
- a. Potential Litigation
- b. Public Employment Certificated Administration/Classified Management
- c. Discipline/Dismissal/Release
- d. Negotiations
- e. Conference with Real Property Negotiators

IX. ADJOURNMENT

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

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

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Superintendent's Office at 562-469-6511. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements.



Printed: 9/27/2019 8:17 AM PST

Regular Board of Education Meeting Agenda #5 09/05/2019 05:00 PM

Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 OPEN SESSION 5:00 PM, CLOSED SESSION 6:00 PM

Attendees

Nancy A. Swenson, Board President Donald E. LaPlante, Board Vice President Tod M. Corrin, Board Clerk D. Mark Morris, Board Member Giovanna Perez-Saab, Board Member Barbara R. Samperi, Board Member Martha E. Sodetani, Board Member John A. Garcia, Jr., Ph.D., Superintendent

I. GENERAL BOARD FUNCTIONS

i. CALL TO ORDER

Call to Order by Ms. Nancy A. Swenson, President of the Board of Education, at 5:00 p.m. on Monday, September 9, 2019, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

ii. PLEDGE OF ALLEGIANCE

Renewal of the Pledge of Allegiance ot the Flag of the United States of America to be led by Mr. Donald E. LaPlante, Vice President of the Board of Education.

iii. INVOCATION

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

iv. ROLL CALL

Present
Nancy A. Swenson
Donald E. LaPlante
Tod M. Corrin
D. Mark Morris
Giovanna Perez-Saab
Barbara R. Samperi

Martha E. Sodetani John A. Garcia, Jr., Ph.D.

v. ADOPT Agenda #5 for the Regular Meeting of the Board of Education held on September 9, 2019.

Motion made by: Giovanna Perez-Saab Motion seconded by: Martha Sodetani

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

vi. APPROVE Official Minutes of the Special Board of Education Meetings held on August 5, 2019, and August 22, 2019, as submitted or with the necessary corrections.

Motion made by: Barbara Samperi

Motion seconded by: Giovanna Perez-Saab

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Mrs. Sodetani moved, Mrs. Samperi seconded, and the motion carried unanimously, that the Board of Education approve Official Minutes of the Regular Board of Education Meeting held on August 6, 2019, as submitted or with the necessary corrections.

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

The Board of Education received a letter against the Teen Talk curriculum from Kimberly Kenney and a letter in favor of the Teen Talk curriculum from Desiree Corral Schneider.

A letter was received from the Downey Rose Float Association describing the handmade strands of origami cranes that are displayed at the District office inspiring hope for a brighter tomorrow and the separate strands in memory of Sarah Jamison, longtime Downey Unified employee.

- viii. HEAR presentation by Christina Aragon, Associate Superintendent, and Michael Martinez, Senior Director, recognizing Andrea Jacovitti for the Shared Values Award in the area of Fiscal and Operational Stewardship.
 - ix. HEAR presentation on School Safety Measures by Dr. Roger Brossmer, Assistant Superintendent, Secondary Education and Dr. Robert Jagielski, Senior Director, Student Safety, Wellness and Engagement.

Ms. Swenson announced that due to the number of public wishing to speak on Section IV. Special Administrative Services - Instruction Items i and ii, Teen Talk curriculum, she is moving these items up in the agenda to be discussed now.

IL SPECIAL ADMINISTRATIVE SERVICES - Instruction

i. DISCUSS the middle school and high school "Teen Talk" curriculum in alignment and compliance with AB 329 for the 2019-20 school year.

Dr. Brossmer and Dr. Bertsch gave an overview of the law requiring this curriculum, the curriculum selection process, and the various parent meetings that were held. It was also shared that different curriculum could be considered but it would most likely still be opposed by some parents due to the required topics that must be taught by law. Mr. Morris added that the legislators who voted to require this curriculum are chosen by the voters.

The following individuals were heard opposing the "Teen Talk" curriculum:

Michelle New

Shanda Lobatos

Claudia Calderon

Monica Copado-Guzman

Karina Gonzalez

Lisette Gonzalez

Myriam Galvez

Gracev Van Der Mark

Sandra Padilla

The following individual was heard in favor of the "Teen Talk" curriculum: Desiree Corral Schneider

ii. ADOPT the middle school and high school "Teen Talk" curriculum in alignment and compliance with AB 329 for the 2019-20 school year, to be implemented in 2020-21.

Motion made by: Mark Morris

Motion seconded by: Barbara Samperi

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

Mark Morris - Yes

Giovanna Perez-Saab - No

Barbara Samperi - Yes

Martha Sodetani - Yes

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

Mrs. Perez-Saab reported that she had the pleasure of attending the Doty Middle School and Rio San Gabriel Elementary School Back-to-School Nights. She added that she had the opportunity to speak to teachers, parents, and students about the Teen Talk curriculum and noted that there are some very concerned parents. Mrs. Perez-Saab stated that she spend a lot of time reviewing the resources. She appreciated seeing the new playground being installed at Carpenter Elementary. Mrs. Perez-Saab thanked staff for the safety presentation that was given tonight and appreciates that if students see something, they will say something.

Mr. Corrin thanked his colleagues and staff for allowing him to participate at the Special Board Meeting remotely, which allowed him to participate from a distance and still be with family.

Mrs. Samperi thanked the Personnel Commission for their Annual Report. She reported that she is excited about the Downey Police Department having a Holiday Greeting Card contest.

Mrs. Samperi had the opportunity to attend the Grand Opening and birthday celebration at Stauffer Middle School as well as Dr. Stauffer's birthday celebration at the Space Center. She acknowledged Ms. Swenson and all the work she did preparing for Dr. Stauffer's birthday celebrations.

Mr. LaPlante reported that the legislature is scheduled to vote today on the late start times for secondary schools and noted that they have until the end of the week to get it approved this calendar year.

Mrs. Samperi stated that it is our job to set the start times of school and the curriculum, and that it should not be decided by the State.

Mr. Morris added that he imagines that many of our parents in attendance tonight voted for those politicians who are forcing this curriculum on districts throughout the state, noting that our hands are tied because we have to follow the law. He reported that it was a great start to the new school year with our new principals and teachers and seconded Mrs. Perez-Saab's comments about the playground at Carpenter. Mr. Morris expressed his pleasure to Ms. Aragon regarding the contractor for the Stauffer temporary building. Mr. Morris discussed the difficult parking situations at several schools when students are being dropped off. He also discussed sports teams, band and cheerleaders who travel to places to compete in tournaments and games, even all the way to Hawaii with the assistance of the booster club. Mr. Morris added that our student athletes were able to visit Pearl Harbor while they were in Hawaii, which was a great learning opportunity for them.

Dr. Garcia added that the Downey High football team, coaches and 10 cheerleaders were able to go to Hawaii, and noted that any family members who wanted to go paid their own way. He congratulated Jack Williams and staff for making this a reality. Dr. Garcia shared a story of three football players approaching him at the USS Arizona Memorial and expressing their appreciation for allowing them this opporunity. One of the boys added that he had never been on a plane before and that he would have never been able to do this with his family. It will be a memory that they will have the rest of their life.

Mrs. Sodetani announced that the 7th annual Crop Hunger Walk will be held on October 6 at 2:00 pm sponsored by the Downey Memorial Christian Church and that proceeds will go to PTA HELPS and the Downey First Christian Church food bank. She noted that many of our PTAs now have online memberships available. Mrs. Sodetani appreciated receiving the Personnel Commission Annual Report.

Dr. Garcia recognized Ms. Swenson, John Kennedy and Janet Suzuki for all their work preparing for Dr. Stauffer's birthday at the Space Center and commended Darryl Browning, Erin Hanohano-Lira and staff for putting together a great grand opening and birthday celebration for Dr. Stauffer at Stauffer Middle School. He added the Space Center was wonderful with many retired administrators from Downey Unified there and thanked Dr. Stauffer and the Foundation for all they do in changing the lives of students in Downey with her generous scholarship donations.

Ms. Swenson noted that Dr. Stauffer loves going to schools and seeing the students who treat her like a rock star.

Mr. LaPlante reported that he was just notified that SB 328, the late start times, will come to legislators later this week.

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

There was no response.

III. CONSENT AGENDA

The Consent Agenda was moved, excluding Agenda Item xxxiv.

Motion made by: Mark Morris
Motion seconded by: Barbara Samperi
Voting:
Nancy Swenson - Yes
Donald LaPlante - Yes
Tod Corrin - Yes
Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes

- i. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through August 2019.
- ii. RATIFY and/or APPROVE attendance of actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
- iii. APPROVE Master Contract with Beacon Day School for the 2019-20 fiscal year effective July 1, 2019 through June 30, 2020.
- iv. RATIFY Master Contract with Sorenson's Ranch School for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
- v. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019051263 Settlement on August 20, 2019, and AUTHORIZE payments as set forth within said agreement.
- vi. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-06 for the period of July 1, 2019 to June 30, 2020.
- vii. APPROVE the Special Education Compromise and Release Agreement regarding OAH No. 2019041177, and AUTHORIZE payment as set forth within said agreement.
- viii. APPROVE the Special Education Compromise and Release Agreement regarding Informal Resolution Settlement on July 11, 2019, and AUTHORIZE payments as set forth within said agreement.
- ix. APPROVE the Special Education Compromise and Release Agreement regarding Informal Resolution Settlement on July 18, 2019, and AUTHORIZE payments as set forth within said agreement.
- x. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2019-20 fiscal year.
- xi. RATIFY the following B Warrants for Downey Unified School District falling between warrant numbers 25388656 and 25437948 in PeopleSoft and between numbers 20000035 and 20002030 in BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning July 1, 2019 and ending July 31, 2019.
- xii. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of June

- 2019, covered by Payroll Orders issued through July 2019.
- xiii. RATIFY Revised Agreement No. 201920-68A with Speechcom, Inc. for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020, revised to include month of July 2019.
- xiv. RATIFY Revised Agreement No. 201920-72A with Summit Speech Pathology Services, Inc., effective July 1, 2019 through July 31, 2019, revised to include the month of July 2019.
- xv. RATIFY Agreement No. 201920-74 between Downey Unified School District and Haynes Family of Programs for the 2019-20 fiscal year, effective June 19, 2019 through December 31, 2019.
- xvi. RATIFY Agreement No. 201920-75 with Haynes Family of Programs to provide compensatory supplemental academic support for a DUSD student from June 19, 2019 through December 31, 2019.
- xvii. APPROVE Agreement for Construction Services (Small Projects) No. 201920-81 with Allsup Corporation, Upland, to provide dual-hose time-fill posts for CNG filling stations in the Transportation Bus Yard, in the amount of \$52,747.60, to be charged to Restricted Maintenance Funds.
- xviii. RATIFY Agreement No. 201920-85 between Downey Unified School District and Scott Shepard/Beyond Assessments for the 2019-20 fiscal year, effective July 1, 2019 through December 31, 2019.
- xix. APPROVE Agreement for Construction Services (Small Projects) No. 201920-86 with 3-D Concrete, Downey, to repair walkways at Imperial Elementary School, in the amount of \$18,160.00, to be charged to Maintenance Funds.
- xx. APPROVE Agreement for Construction Services (Small Projects) No. 201920-87 with Alley Cat Development, Inc., Huntington Beach, to provide floor repairs in the Rio Hondo and Williams Elementary School kitchens, in the amount of \$4,950.00, to be charged to the Food Services Fund.
- xxi. APPROVE Agreement for Independent Consultant Services No. 201920-88 with Mr. Keith Howard to provide instruction on smoking and trimming beef brisket and brining and curing meats at the Downey Adult School from July 1, 2019 through June 30, 2020.
- xxii. APPROVE Agreement for Construction Services (Small Projects) No. 201920-90 with McCullah Fence Company, Bell Gardens, to provide new drive gates and entry way at the Warren High School parking lot, in the amount of \$39,800.00, to be charged to the Special Reserve for Capital Outlay Fund.
- xxiii. RATIFY Agreement No. 201920-92 between Downey Unified School District and Pawar Transportation for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
- xxiv. APPROVE Service Agreement No. 201920-93 with Edison Fire Protection, Inc. to provide semi annual testing and certification of Ansul Kitchen Fire Systems at Columbus, Downey and Warren High Schools, Stauffer Middle School, and Old River Elementary School during the 2019-20 school year.
- xxv. APPROVE Agreement for Construction Services (Small Projects) No. 201920-94 with Universal Metro, Santa Fe Springs, to provide floor repair services at Lewis, Unsworth and Ward Elementary Schools, in the amount of \$23,692.00, to be charged to Restricted Maintenance Funds.

- xxvi. RATIFY Agreement No. 201920-95 between Downey Unified School District and Behavioral Education for Children with Autism (BECA) for the 2019-20 fiscal year, effective August 14, 2019 through June 30, 2020.
- xxvii. RATIFY Agreement No. 201920-96 with Leo Rosenblum & Associates dba LRA Interpreters, Inc. for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
- xxviii. APPROVE Service Agreement No. 201920-97 with Preferred Mobile Music N' Promotions to provide DJ services at Doty Middle School on September 12, 2019.
- xxix. APPROVE Agreement for Construction Services (Small Projects) No. 201920-98 with Universal Metro, Santa Fe Springs, to provide carpet removal and installation in the Warren High School Library, in the amount of \$29,771.00, to be charged to Deferred Maintenance Funds.
- xxx. APPROVE Agreement for Construction Services (Small Projects) No. 201920-99 with Aurora Industrial Hygiene, South Pasadena, to provide inspection services at Doty Middle School in the amount of \$3,774.50, to be charged to Maintenance Funds.
- xxxi. APPROVE Agreement for Construction Services (Small Projects) No. 201920-100 with Century Paving, Inc., La Mirada, to perform asphalt paving work at Warren High School in the amount of \$11,800.00, to be charged to the Special Reserve for Capital Outlay Fund.
- xxxii. RATIFY Agreement for Independent Consultant Services No. 201920-101 with Cynthia L. Krause to provide instruction for Tai Chi classes at the Downey Adult School from July 1, 2019 through June 30, 2020.
- xxxiii. RATIFY Service Agreement No. 201920-102 with The Taco Lady to provide catered lunch services at Warren High School on July 18, 2019.
- xxxiv. APPROVE Agreement for Construction Services (Small Projects) No. 201920-104 with Wolverine Fence Company, Inc., La Habra, to install decorative metal fencing at Stauffer Middle School, to be charged to Measure O Bond Funds.
- xxxv. APPROVE Agreement for Independent Consultant Services No. 201920-105 with Ms. Patricia Heyne to provide instruction for Hatha Yoga classes at the Downey Adult School from July 1, 2019 through June 30, 2020.
- xxxvi. APPROVE Agreement for Independent Consultant Services No. 201920-106 with Walter J. Shaw, DDS, to provide a radiation safety course for the Orthodontic Assistant program at the Downey Adult School from July 1, 2019 through June 30, 2020.
- xxxvii. APPROVE Service Agreement No. 201920-107 with National Student Clearinghouse to provide Student Tracker software for high schools from October 1, 2019 through September 30, 2020.
- xxxviii. APPROVE Agreement for Independent Consultant Services No. 201920-109 with Mr.
 Anthony Mendez to provide classroom teacher support and community relations for the
 Downey High School Automotive Technology Program from August 17, 2019 through June
 1, 2020.
- xxxix. RATIFY Agreement No. 201920-110 between Downey Unified School District and Administrative Services Cooperative, Inc. for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
 - xl. APPROVE Agreement No. 201920-113 with Integrated Pest Control Management to provide general pest control management services from July 1, 2019 through June 30, 2020.

- xli. RATIFY Agreement No. 201920-115 with Montebello Unified School District to provide visual impairment orientation and mobility services to special needs students for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2019.
- xlii. APPROVE Agreement No. 201920-116 with Diligent Corporation for the use of BoardDocs board agenda software program from September 9, 2019 through September 8, 2020.
- xliii. APPROVE Service Agreement No. 201920-117 with Key2Ed, Inc. to provide IEP and stakeholder workshops for the Special Education Department from August 20, 2019 through June 30, 2020.
- xliv. APPROVE Consultant Agreement No. 201920-118 for Erin Bentley Consulting, effective July 1, 2019 through June 30, 2020.
- xiv. APPROVE Agreement for Independent Consultant Services No. 201920-120 with Masters Notary Academy to provide instruction for notary and loan signing classes at the Downey Adult School from July 1, 2019 through June 30, 2020.
- xlvi. APPROVE the Agreement between the City of Downey and the Downey Unified School District to provide School Resource Officer services for the Police Campus Program, effective August 14, 2019 through May 29, 2020.
- xivii. APPROVE the Adoption Agreement #002 with Schools First Federal Credit Union to continue to act as the Third Party Administrator for Downey Unified School District 403(b) accounts.
- xlviii. RATIFY the Affiliation Agreement between Pasadena Area Community College District and Downey Unified School District effective August 1, 2019 through June 30, 2022 for the Speech-Language Pathology Assistant Program.
- xlix. RATIFY the Internship Affiliation Agreement with Utah State University to provide a Dietetic Internship for Utah State students from August 13, 2019 through June 30, 2024.
 - I. APPROVE Amendment to Lease Agreement with the Downey Family YMCA for use of DUSD facilities for the YMCA Child Care Program.
 - li. APPROVE the sub-agreement with Rancho Santiago Community College District to award the Strong Workforce Program K-12 Pathway Improvement Funds Grant from July 1, 2019 through December 21, 2021.
 - lii. RATIFY agreements between the Downey Adult School Career and Education Center and the following facilities to furnish practical experience to students enrolled in various Adult School programs:

A to ZZZ Dental Clinic Barba Dental Incorporated

Bellflower Dental Center BGMG Cosmetics

California Specialist Center Carrasco Dental Clinic

Cerritos Dental Implant Center Crown City Medical Group, Inc.

Cypress Dental Group Tantra Djaya, DDS

Dr. Armin Feradouni, DPM Greenwood Dental & Orthodontics

House of Health MP Kundi, M.D., Inc.

Joan Yap-Jernigan, Dental Corporation Jin Kyu Lee, DDS

LJ Footcare LLC Lorena Pharmacy

Magnificat Medical Center Massage Envy Lakewood Center

Paramount Family Dental Park Regency Care Center

Plaza Dental Care Radiant Smile Dentistry

Edward S. Suh, DMD, FAGD Kirk Sullivan, DDS

Your Choice Dental Z Ayyoub Medical Group,

Jocelyn L. Sumcad, MD

- liii. APPROVE Los Angeles County Office of Education Contract #C-19438:19:20 for curriculum and instructional consultant services from July 1, 2019 through June 30, 2020.
- liv. RATIFY the Memorandum of Understanding with Eide Bailly LLP to provide consulting services in connection with the ASB workshop held on September 5, 2019.
- lv. APPROVE the Memorandum of Understanding with Loyola Marymount University, Los Angeles, Counseling Program for a Practicum/Traineeship Program for counseling students, effective July 1, 2019 through June 30, 2022.
- lvi. AWARD Bid #19/20-01, Construction of New Kindergarten Playground at Carpenter Elementary School, to Micon Construction, Inc., Placentia, in the amount of \$319,930.00, to be charged to Measure O Bond Funds.
- lvii. APPROVE Change Order #5 to Purchase Order #PO2W-2*461 (formerly Purchase Order #175656B) with LPA, Inc., Irvine, for Architectural Services for the Griffiths Middle School New Construction/Modernization Project, in the increased amount of \$2,900.00, to be charged to Measure O Bond Funds.
- Iviii. APPROVE Change Order #9 to Purchase Order #PO2W-2*347 with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of \$5,060.00, to be charged to Measure O Bond Funds.
- lix. APPROVE Change Order #24 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$58,794.00, to be charged to Measure O Bond Funds.
- Ix. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
- lxi. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Downey High School, six and one-half hours per day, ten months per year, at range 105, \$3,065 \$3,726 per month, effective August 1, 2019.
- lxii. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped, assigned to Stauffer Middle School, six and one-half hours per day, ten months per year, at range 115, \$3,217 \$3,916 per month, effective August 12, 2019.
- lxiii. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Downey

High School, six and one-half hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 14, 2019.

- lxiv. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Ward Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,217 \$3,916 per month, effective August 14, 2019.
- Ixv. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 19, 2019.
- Ixvi. APPROVE Agreement for Construction Services (Small Projects) No. 201920-103 with Erickson-Hall Construction Co., Escondido, to install a temporary building at Stauffer Middle School in the amount of \$46,440.00, to be charged to Measure O Bond Funds.

Kimberly Staggenborg and Faye Castro spoke regarding the faculty restroom issues at Stauffer Middle School.

Motion made by: Mark Morris

Motion seconded by: Barbara Samperi

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

IV. GENERAL ADMINISTRATIVE

i. APPROVE the Memorandum of Understanding with the YMCA of Metropolitan Los Angeles (Downey Branch) for the development and joint use of facilities.

Motion made by: Mark Morris

Motion seconded by: Martha Sodetani

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

Mark Morris - Yes

Giovanna Perez-Saab - Abstain

Barbara Samperi - Yes

Martha Sodetani - Yes

II. ADOPT Resolution No. 201920-03 for the procedures and criteria for evaluating qualifications and proposals of Lease-Leaseback contractors.

Motion made by: Mark Morris

Motion seconded by: Martha Sodetani

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

Mark Morris - Yes

Giovanna Perez-Saab - Yes Barbara Samperi - Yes Martha Sodetani - Yes

iii. AUTHORIZE the advertisement for Request for Proposals (RFP) #2019/2020-01 for Preconstruction and Lease-Leaseback Services for the Doty Middle School Modernization Project, to be charged to Measure O Bond Funds.

Motion made by: Barbara Samperi

Motion seconded by: Giovanna Perez-Saab

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

V. SPECIAL ADMINISTRATIVE SERVICES - Business

i. RECEIVE and APPROVE Administrative Report: Annual Report of Developer Fees for fiscal year 2018-19.

Motion made by: Barbara Samperi

Motion seconded by: Mark Morris

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

ii. APPROVE the Unaudited Actuals Finance Report for fiscal year 2018-19.

Motion made by: Tod Corrin

Motion seconded by: Mark Morris

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

VI. SPECIAL ADMINISTRATIVE SERVICES - Personnel

i. REVIEW Management Administration Regulation (MAR) 4141, Administrators and Program Specialists Salary Schedule with the addition of Coordinator II - Early Education and Extended Learning Programs Extended.

VII. ITEMS FOR FUTURE AGENDA

VIII. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, October 8, 2019, at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

The meeting was recessed at 7:25 pm and reconvened at 7:32 pm.

IX. CLOSED SESSION to discuss:

The Board of Education retired into Closed Session at 7:33 p.m. to discuss Public Employment - Certificated Administration/Classified Management and reconvened into Open Session at 7:48 p.m.

During its recently concluded Closed Session, the Board of Education voted unanimously to appoint Dr. Cari White as Principal of Warren High School.

The Board of Education retired into Closed Session at 7:50 p.m. to discuss Potential Litigation, Discipline/Dismissal/Release, and Negotiations and reconvened into Open Session at 8:26 p.m.

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

The meeting adjourned at 8:28 p.m. in memory of Christine Anderson, Anthony Araujo, Glenna Biehn, Jorge Garcia, Christine Gilbert, Gerry Gutierrez, John Matthews and Stephen Roskelley.

DOWNEY UNIFIED SCHOOL DISTRICT	
Nancy A. Swenson, President	_
Tod M. Corrin, Clerk	_

Board of Education

Downey Unified School District

Office of the Superintendent

DATE:

October 8, 2019

TO:

Board of Education

FROM:

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

SUBJECT: GIFT DONATIONS

ACTION ITEM

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

- 1. Donation of \$600.00 from Strayer Properties, to be used in support of the TLC Family Resource Center;
- 2. Donation of books, puzzles, craft kits, crayons and activity books from Monika Olson, value determined by donor to be \$500.00, to be used for instructional support at Lewis Elementary School;
- 3. Sponsorship donation of \$1,500.00 for the Healthy Downey 5K for TLC from Eleanor K. Eck, to be used in support of the TLC Family Resource Center:
- 4. Sponsorship donation of \$1,500.00 for the Healthy Downey 5K for TLC from St. George Greek Orthodox Church of Downey, to be used in support of the TLC Family Resource Center:
- 5. Donation of three backpacks and two packages of feminine hygiene products from Eleanor K. Eck, value determined by donor to be \$45.00, to be used in support of the TLC Family Resource Center;
- 6. Donation of \$30.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center;
- 7. Donation of \$200.00 from Lisett Lara Sotres, to be used in support of Mrs. Meza's classroom at Price Elementary School;
- 8. Donations of scholarship funds in the amount of \$3,600.00 from the Bayha Group, to be used in support of students' college and career readiness through the Downey MADE Initiative.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through September 2019.

DATE:

October 8, 2019 Board of Education

TO: FROM:

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

SUBJECT: CONFERENCE REQUESTS

<u>ACTION ITEN</u> The following Conference Requests have been received:

<u>First</u> Alison	<u>Last</u> Durkee	Position Teacher	<u>Dates</u> Various dates between	Conference Title PBIS Training	<u>Location</u> Downey
Calvo	Caridad	Principal	09/1/2019 & 6/1/2020 Various dates between 09/1/2019 & 6/1/2020	PBIS Training	Downey
Kimberley	Colangelo	Teacher	Various dates between 09/1/2019 & 6/1/2020	PBIS Training	Downey
Lindsay	Cid	Teacher	Various dates between 09/1/2019 & 6/1/2020	PBIS Training	Downey
Melissa	De Shazer	Teacher	Various dates between 09/1/2019 & 6/1/2020	PBIS Training	Downey
Vanessa	Caro	Teacher	Various dates between 09/1/2019 & 6/1/2020	PBIS Training	Downey
Iliana	Ahumada Cordova	Counselor	9/9/2019	UC High School Counselor Conf.	Anaheim
Luz	Baltazar	Teacher	9/9/2019	UC High School Counselor Conf.	Anaheim
Carlos	Benitez	Counselor	9/9/2019	UC High School Counselor Conf.	Anaheim
Terri	Curiel	Counselor	9/9/2019	UC High School Counselor Conf.	Anaheim
Cindy	Ekk	Counselor	9/9/2019	UC High School Counselor Conf.	Anaheim
Pamela	Morse	Counselor	9/9/2019	UC High School Counselor Conf.	Anaheim
Rochelle	Ortiz	Counselor	9/9/2019	UC High School Counselor Conf.	Anaheim
				UC High School Counselor Conf.	Anaheim
Lyzeth	Richert	Counselor	9/9/2019		Anaheim
Esther	Tse	Counselor	9/9/2019	UC High School Counselor Conf.	
Cyndi	White	Counselor	9/9/2019	UC High School Counselor Conf.	Anaheim
Phung	Tran	Nurse	9/9/2019	School Nurse Training: Type 1 Diabetes	Downey
Karen	Beliakoff	Teacher	Various dates between 9/12/2019 & 4/2/2020	PBIS Training	Downey
Esther	Brossmer	Cat. Res. Teacher	Various dates between 9/12/2019 & 4/2/2020	PBIS Training	Downey
Nicole	Cook	Teacher	Various dates between 9/12/2019 & 4/2/2020	PBIS Training	Downey
Cindy	Ganser	Vice Principal	Various dates between 9/12/2019 & 4/2/2020	PBIS Training	Downey
Jasmin	Salazar	Teacher	Various dates between 9/12/2019 & 4/2/2020	PBIS Training	Downey
Charlene	Shimada	Principal	Various dates between 9/12/2019 & 4/2/2020	PBIS Training	Downey
Lisa	Thomas	Teacher	Various dates between 9/12/2019 & 4/2/2020	PBIS Training	Downey
Karen	Trejo	Principal	Various dates between 9/12/2019 & 4/2/2020	PBIS Training	Downey
Alison	Kirby	Teacher	9/13,10/4,10/18 & 10/25/2019	Cognitive Coaching Foundation Training	g Costa Mesa
Cassandra	Villa	Teacher	9/13,10/4,10/18 & 10/25/2019	Cognitive Coaching Foundation Training	
Luz	Baltazar	Counselor	9/18/2019 & & 9/19/2019	High Tech High College Access Networ	k San Diego
David		e Instruct. Svcs Tech	9/18/2019 & 9/19/2019	High Tech High College Access Networ	
Jeff	Giles	Asst. Principal	9/18/2019 & 9/19/2019	High Tech High College Access Networ	
Adrian	Perez	Instruct. Svcs Tech	9/18/2019 & 9/19/2019	High Tech High College Access Networ	
Yvette	Carrere	Teacher	Various dates between	PBIS Training	Downey
			9/12/2019 & 4/21/2020	-	
Caryn	Jasich	Teacher	Various dates between 9/12/2019 & & 4/21/2020	PBIS Training	Downey
Lindsey	Worthy	Teacher	Various dates between 9/12/2019 & & 4/21/2020	PBIS Training	Downey
Sarina	Maline	Teacher	Various dates between	PBIS Training	Downey

Sylvia	Ramirez	Principal	9/12/2019 & 4/21/2020	PBIS Training	Downey
Isela	Reeves	Cat. Res. Teacher	Various dates between	PBIS Training	Downey
			9/12/2019 & 4/21/2020		•
Diana	Verduzco	Principal	Various dates between	PBIS Training	Downey
		• • • • • • • • • • • • • • • • • • • •	9/12/2019 & 4/21/2020	-	•
•					
lliana	Ahumada Cordova	Counselor	9/20/2019	LA CSU High School Counselor Conf.	Anaheim
Carlos	Benitez	Counselor	9/20/2019	LA CSU High School Counselor Conf.	Anaheim
Rochelle	Ortiz	Counselor	9/20/2019	LA CSU High School Counselor Conf.	Anaheim
Lyzeth	Richert	Counselor	9/20/2019	LA CSU High School Counselor Conf.	Anaheim
Esther	Tse	Counselor	9/20/2019	LA CSU High School Counselor Conf.	Anaheim
Cyndi	White	Counselor	9/20/2019	LA CSU High School Counselor Conf.	
- ,					
Marcela	Betancourt	Teacher '	9/20/2019	CSU Counselor Conf.	Anaheim
Joanne	Loyarte	Counselor	9/20/2019	CSU Counselor Conf.	Anaheim
	•				
Donald	LaPiante	Board Member	9/23/2019	LACSTA Meeting	Montebello
Giovanna	Perez-Saab	Board Member	9/23/2019	LACSTA Meeting	Montebello
Nancy	Swenson	Board Member	9/23/2019	LACSTA Meeting	Montebello
Ū					
Humberto	Garcia	Vice Principal	Various dates between	PBIS Training	Downey
			9/23/2019 & 3/17/2020		
Michelle	Navarro	Counselor	Various dates between	PBIS Training	Downey
			9/23/2019 & 3/17/2020	_	
Shelly	Keele	Teacher	9/24/, 10/2 & 1/31/2020	Educational Pathways	Pasadena
•	•				
Alanna	Cooper	SELPA Director	10/1/2019 to 10/4/2019	State SELPA	Sacramento
Jeanette	Castrejon	SIS Operator	10/1/2019 to 10/3/2019	QUE Users Conference	Camarillo
Yesenia	Gonzalez	SIS Manager	10/1/2019 to 10/3/2019	QUE Users Experience	Camarillo
Chris	Nezzer	СТО	10/1/2019 to 10/3/2019	QUE Users Experience	Camarillo
Ruth	Palacios	SIS Operator	10/1/2019 to 10/3/2019	QUE Users Experience	Camarillo
•		•			
Sussan	De Matta	Teacher	10/3/2019	iReady User Summit	Garden Grove
Griselda	Garcia	Teacher	10/3/2019	iReady User Summit	Garden Grove
Lisa	Glick	Teacher	10/3/2019	iReady User Summit	Garden Grove
Wendy	Rivas	Teacher	10/3/2019	IReady User Summit	Garden Grove
•				-	
Clotilde	Ibarra-Alvarez	Teacher	10/4/2019 & 10/5/2019	Financial Literacy & Econ. Educ. Conf.	Los Angeles
Kelli	Kelly	Teacher	10/5/2019	Advanced Placement Workshops	Costa Mesa
Jeff	Orlinsky	Teacher .	10/5 / 2019	Advanced Placement Workshops	Costa Mesa
Annabelle	Paduano	Teacher	10/5 / 2019	Advanced Placement Workshops	Costa Mesa
Monica	Schulman	Teacher	10/5/2019	Advanced Placement Workshops	Costa Mesa
Kevin	Welch	Teacher	10/5 <i>[</i> 2019	Advanced Placement Workshops	Costa Mesa
,				·	
Heather	Curcio	Teacher	Various dates between	PBIS Training	Downey
			10/7/2019 & 4/21/2020	-	
Sussan	De Matta	Teacher	Various dates between	PBIS Training	Downey
•	,,		10/7/2019 & 4/21/2020	•	·
Jenalee	Bomgaars	Teacher	Various dates between	PBIS Training	Downey
			10/7/2019 & 4/21/2020	<u>-</u>	·
Lisa	King	Teacher	Various dates between	PBIS Training	Downey
			10/7/2019 & 4/21/2020	_	•
Lauren	Torres	Teacher	Various dates between	PBIS Training	Downey
			10/7/2019 & 4/21/2020	<u>-</u>	•
Brian	Raber	Teacher	Various dates between	PBIS Training	Downey
			10/7/2019 & 4/21/2020	-	-
Chris	Velasco	Teacher	Various dates between	PBIS Training	Downey
			10/7/2019 & 4/21/2020	_	•
Dimitra	Liakopoulos	Teacher	10/8/2019 & 10/9/2019	LACOE AVID Mathematics 1 Training	Downey
Sara	Maples	Teacher	10/8/2019 & 10/9/2019	LACOE AVID Mathematics 1 Training	Downey
	•			U	•
Dr. John	Garcia, Jr.	Superintendent	10/11 <i>[</i> 2019	LACOE Supt's Prof. Collaborative	San Gabriel
Dr. Wayne	Shannon	Asst. Superintendent	10/11/2019 ₁	LACOE Supt's Prof. Collaborative	San Gabriel
		•	1.1		

Monica	Carrillo	Teacher	Various dates between 10/16/2019 & 4/21/2020	PBIS Training	Downey
Kaye	Lord	Teacher	10/18/2019 to 10/20/2019	2019 Calif, Science Educ. Conf.	San Jose
Kimberly Ann Patti Georgina Michelle Christine	Ackley Amy Skelly Tanaka Waterworth Yoon	Cotsen Fellow Cotsen Fellow Cotsen Fellow Cotsen Mentor Cotsen Fellow Cotsen Fellow	10/20/2019 to 10/22/2019 10/20/2019 to 10/22/2019 10/20/2019 to 10/22/2019 10/20/2019 to 10/22/2019 10/20/2019 to 10/22/2019 10/20/2019 to 10/22/2019	2019 Literacy for All Conf.	Providence, RI Providence, RI Providence, RI Providence, RI Providence, RI Providence, RI
Alyda	Mir	Asst, Superintendent	10/21/2019 & 10/22/2019	Grading From The Inside Out Workshop	o San Diego
Jessica	Nevarez	School Nurse	10/22/2019	Division of Student Support Services	Downey
Matthew	Blanchard	Teacher	Various dates between 10/22/2019 to 5/7/2020	PBIS Training	Downey
Graciela	Cota	Teacher	Various dates between 10/22/2019 to 5/7/2020	PBIS Training	Downey
Joseph	Fiktarz	Teacher	Various dates between 10/22/2019 to 5/7/2020	PBIS Training	Downey
Laura	Rojas	Teacher	Various dates between 10/22/2019 to 5/7/2020	PBIS Training	Downey
Meghan	Moore	Teacher	Various dates between 10/22/2019 to 5/7/2020	PBIS Training	Downey
John	Garcia, Jr., Ph.D.	Superintendent	10/29/2019 & 10/30/2019	ACSA Supt. Council Meeting	Sacramento
Alanna	Cooper	Director	10/30/2019 to 11/1/2019	State SELPA	San Diego
Robin Annabel Jennifer Eugene Katherine Mary	Greilach Guerrero Jara Jones Pavidis Weyers	Teacher Teacher Teacher Teacher Vice Principal Principal	11/4/2019 11/4/2019 11/4/2019 11/4/2019 11/4/2019 11/4/2019	PBIS Training PBIS Training PBIS Training PBIS Training PBIS Training PBIS Training	Downey Downey Downey Downey Downey Downey
Jee	Kang	Teacher	Various dates between	PBIS Training	Downey
Amy	Lanners-Phelps	Teacher	11/4/2019 to 4/2/2020 Various dates between 11/4/2019 to 4/2/2020	PBIS Training	Downey
Yadira Vicky	Ortega Benitez Sciacca	Program Specialist Program Specialist	11/6/2019 & 11/7/2019 11/6/2019 & 11/7/2019	CA Autism Prof. Training & Info. Summ CA Autism Prof. Training & Info. Summ	
Jennifer Teresa	Bliss Gillette	Librarian Librarian	11 <i>/7/</i> 2019 11 <i>/7/</i> 2019	What's New in Young Adult Literature What's New in Young Adult Literature	Anaheim Anaheim
Tamara	Quinn	Program Admin.	11/7/2019	Inclusion Collaborative State Conf.	Downey
Linda Diggs	Mendoza Tangela	Teacher Program Admin.	11/7/2019 & 11/8/2019 11/7/2019 & 11/8/2019	Workability 1 Region 1 Fall Training Workability 1, Region 1 Fall Training	Valencia Valencia
Chris	Nezzer	сто	11/11/2019 to 11/15/2019	2019 CETPA 59th Annual Conf.	Anaheim
Andrew	Black	Asst. Director Tech	11/12/2019 to 11/15/2019	2019 CETPA 59th Annual Conf.	Anaheim
Jessica	Nevarez	School Nurse	11/15/2019	School Nurse Training: Type 1 Diabetes	Downey
Carlos Teresa	Lopez Wheeler	Teacher Teacher	11/15/2019 & 11/16/2019 11/15/2019 & 11/16/2019	CA Mathematics Council Conf. CA Mathematics Council Conf.	Palm Springs Palm Springs
Maribel Julie Darrelle	Carbajal-Guzman Joest Nikaj	Counselor Teacher Counselor	11/16/2019 11/16/2019 ^{11/16/201} 12	AP Art and Design Workshop AP Art and Design Workshop AP Art and Design Workshop	Norwalk Norwalk Norwalk

Yvette	Puente	Counselor	11/16/2019	AP Art and Design Workshop	Norwalk
Theresa	Petit	Cotsen Mentor	11/19/2019	Crafting Classrooms of Empathy & Joy	San Diego
Sherome	Reeves	Cotsen Mentor	11/19/2019	Crafting Classrooms of Empathy & Joy	San Diego
Alanna	Cooper	Director	12/4/2019 to 12/6/2019	State SELPA	Sacramento
Yvonne	Amaya	Teacher	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Shirley	Barrera	TOSA	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Yvette	Carrere	Teacher	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Monica	Carrillo	Teacher	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Ericka	Gallardo	Teacher	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Nadia	Garcia	Teacher	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Susan	Gomez	Teacher	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Carrie	Kim	EL TOSA	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Glenda	Martinez	TOSA	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Isela	Reeves	Resource Teacher	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Noelia	Ventura	Teacher	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Diana	Verduzco	Principal	12/6/2019 & 12/7/2019	International Baccalaureate Training	Downey
Susan	Joachim	TOSA	12/11/2019 & 12/12/2019	NGSS: Environmental Literacy	Costa Mesa
Jennifer	Toledo	TOSA	12/11/2019 & 12/12/2019	NGSS: Environmental Literacy	Costa Mesa
Rani	Bertsch	Director	3/19/2020 to 3/21/2020	Spring CUE 2020 Conference	Palm Springs
Josh	Davis	TOSA - ITC	3/19/2020 to 3/21/2020	Spring CUE 2020 Conference	Palm Springs
Michael	McGregory	TOSA - ITC	3/19/2020 to 3/21/2020	Spring CUE 2020 Conference	Palm Springs
Miguel	Moreno	TOSA - ITC	3/19/2020 to 3/21/2020	Spring CUE 2020 Conference	Palm Springs
Josh	Roberson	TOSA - ITC	3/19/2020 to 3/21/2020	Spring CUE 2020 Conference	Palm Springs
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SUPERINTENDENT'S RECOMMENDATION:

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

Downey Unified School District

Business Services

DATE:

FROM:

October 8, 2019

TO:

John A. Garcia, Jr., Ph.D., Superintendent Christina Aragon, Associate Superintendent

SUBJECT: 2019-20 SIGNATORIES UPDATE

ACTION ITEM

The following updated signatories for the 2019-20 fiscal year are being submitted to the Board for authorization effective October 8, 2019:

- a. AUTHORIZE Alyda Mir, Assistant Superintendent, Certificated Human Resources, as signatory for STATEMENTS OF NEEDS for substitutes and/or part-time provisional credentials, transmittal letters for Temporary County Certificates, employee offer letters, and EMPLOYEE CONTRACTS and SERVICE REPORTS for certificated personnel, as an alternate for John A. Garcia, Jr., Superintendent, and Christina Aragon, Associate Superintendent, Business Services; and
- b. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance; and Christina Aragon, Associate Superintendent, Business Services, as signatories to sign Notice of Employment and all related data pertaining to PAYROLL, with one signature only required; and
- c. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance; and Christina Aragon, Associate Superintendent, Business Services, as signatories to sign ORDERS FOR SALARY PAYMENT "A" Warrants and "B" Warrants expenditures, with one signature only required; and Andrea lacovitti, Assistant Director, Budget and Finance, as signatory to sign "B" Warrants only; and
- d. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance; and Christina Aragon, Associate Superintendent, Business Services, as signatories to sign checks drawn against the CAFETERIA ACCOUNT, with one signature only required, and instruct the Senior Director, Budget and Finance, to deposit funds in the Downey Federal Credit Union, 8237 Third Street, Downey, California; and
- e. AUTHORIZE Christina Aragon, Associate Superintendent, Business Services, to execute AGREEMENTS AND CONTRACTS once the Board has agreed on terms. conditions, price, quality, and brand, as an alternate for John A. Garcia, Jr., Superintendent; and
- f. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance; Andrea lacovitti, Assistant Director, Budget and Finance; and Christina Aragon, Associate Superintendent, Business Services, as signatories to sign checks on the

- CLEARING ACCOUNT, with one signature only required, and instruct the Senior Director, Budget and Finance, to deposit funds in the Bank of America, 11021 South La Reina Avenue, Downey, California; and
- g. ESTABLISH the REVOLVING CASH FUND account for Downey Unified School District in the sum of Fifty Thousand Dollars (\$50,000) for the use of Michael Martinez, Senior Director, Budget and Finance; Christina Aragon, Associate Superintendent, Business Services; or Andrea Iacovitti, Assistant Director, Budget and Finance; to be expended by such officers for services or materials; and
- h. RESOLVE that the Bank of America (including its correspondent banks) be designated depository of the Downey Unified School District; and it is hereby requested, authorized, and directed to honor all checks, drafts, and other orders for payment of money drawn in this school district's name on its REVOLVING CASH FUND account when bearing the signature or facsimile signature of either Christina Aragon, Associate Superintendent, Business Services; Michael Martinez, Senior Director, Budget and Finance; or Andrea Iacovitti, Assistant Director, Budget and Finance; and
- i. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance; Christina Aragon, Associate Superintendent, Business Services; and John A. Garcia, Jr., Superintendent, as signatories, with facsimile signature up to \$10,000, or in excess of \$10,000 requires any one original signature, to sign checks drawn against the WORKERS' COMPENSATION SELF-INSURANCE TRUST ACCOUNT, established in the amount of \$75,000, at the US Bank, P.O. Box 64799, St. Paul, Minnesota; and
- j. APPROVE the signatory of Christina Aragon, Associate Superintendent, Business Services, and/or Michael Martinez, Senior Director, Budget and Finance, to comply with the BUSINESS AND PROFESSIONS CODE, Section 11010; and
- k. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance; Christina Aragon, Associate Superintendent, Business Services; and John A. Garcia, Jr., Superintendent; Fritz Heirich, Chief Executive Officer, ASCIP; Russell O'Donnell, Chief Operations Officer, ASCIP; Lynn Truong, Chief Financial Officer, ASCIP; JoAnn Sprague, Claims Manager, ASCIP; as signatories, with one signature only required, to sign checks drawn against the ASCIP TRUST ACCOUNT, established in the amount of \$50,000 at the Bank of America, Irvine Spectrum, 67 Technology Drive, Irvine, CA; and
- I. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance and/or Christina Aragon, Associate Superintendent, Business Services, to make investments of surplus monies, per Education Code Section 41015, from any fund or account operated by the District, with related reports to the Board of Education on all such purchases; and
- m. AUTHORIZE Darren Purseglove, Director, Purchasing and Warehouse; Michael Martinez, Senior Director, Budget and Finance; and Christina Aragon, Associate Superintendent, Business Services; as signatories for all Purchase Orders,

Change Orders, Bids, and any addenda to bid packets with Board approval; and

- n. AUTHORIZE Christina Aragon, Associate Superintendent, Business Services, to execute JTPA/OJT subcontracts with employers in the private sector, in amounts not to exceed \$500.00 per subcontract, to provide on-the-job training through job placement of students enrolled in the JTPA In-School Youth Program, as an alternate for John A. Garcia, Jr., Superintendent; and
- o. AUTHORIZE Christina Aragon, Associate Superintendent, Business Services, to execute JTPA Child Care contracts, as an alternate for John A. Garcia, Jr., Superintendent; and
- p. AUTHORIZE Alyda Mir, Assistant Superintendent, Certificated Human Resources and/or Christina Aragon, Associate Superintendent, Business Services, as signatory for contracts with colleges and universities for student teacher placements, as an alternate for John A. Garcia, Jr., Superintendent; and
- q. APPROVE Michael Martinez, Senior Director, Budget and Finance and/or Christina Aragon, Associate Superintendent, Business Services, to act as signatory for documents pertaining to TAX-SHELTERED ANNUITIES, as alternates for John A. Garcia, Jr., Superintendent; and
- r. AUTHORIZE Christina Aragon, Associate Superintendent, Business Services, and/or Marc Milton, Director, Food Services, to sign the NATIONAL SCHOOL MEAL PROGRAM AGREEMENT, the NETWORK FOR A HEALTHY CALIFORNIA, and other necessary forms required by the State for signature by the District School Food Authority, as an alternate for John A. Garcia, Jr., Superintendent; and
- s. AUTHORIZE Roger C. Brossmer, Assistant Superintendent, Secondary Education; Blanca Rochin, Principal, Adult School; Cindy Grafton, Assistant Principal, Adult School; and Christina Aragon, Associate Superintendent, Business Services, as signers on the FEDERAL FINANCIAL AID account at Downey Federal Credit Union with one signature only required; and
- t. AUTHORIZE John A. Garcia, Jr., Superintendent; Christina Aragon, Associate Superintendent, Business Services; Alyda Mir, Assistant Superintendent, Certificated Human Resources; Terry Wayne Shannon, Assistant Superintendent, Elementary Education; and Roger C. Brossmer, Assistant Superintendent, Secondary Education, as authorized signers on the District credit card account (General Fund); and Christina Aragon, Associate Superintendent, Business Services, Marc Milton, Director, Food Services, Lily Ivanov, Assistant Director, Food Services and Nora Ortiz, Food Services Operations Specialist, as authorized signers on the District credit card account (Cafeteria Fund); and Christina Aragon, Associate Superintendent, Business Services, and Darren Purseglove, Director, Purchasing and Warehouse, as authorized signers on the District credit card account (Purchasing and Warehouse); and Christina Aragon, Associate Superintendent, Business Services, as authorized signer on the District credit card account (Transportation); and

- u. AUTHORIZE John A. Garcia, Jr., Superintendent; Christina Aragon, Associate Superintendent, Business Services; and Michael Martinez, Senior Director, Budget and Finance, as signers on all OFFICE OF PUBLIC SCHOOL CONSTRUCTION reports; and
- v. (1) AUTHORIZE the maintenance of STUDENT BODY ACCOUNTS in the middle schools and high schools including Columbus, and AUTHORIZE the Principal and/or an Activities Director at each school as signatories as listed below:

<u>School</u>	<u>Principal</u>	<u>Other</u>
Columbus	Xochitl Ortiz	Karin Warzybok, Student Body Council Advisor Scott Marshall, Counselor
Downey	LeRoy T. Houts	Kelsey Simpson, Asst. Principal Scott Fleming, Asst. Principal Andrea Sims, Activities Director
Warren	Cari White	Jeff Giles, Asst. Principal Russell Heicke, Asst. Principal Ebony Jordan, Asst. Principal Gladys Velazquez, Asst. Principal Humberto Franco Garcia, Asst. Principal Samantha Miyahara, Athletic Dir. Jay Waldron, Activities Director
Doty	Brent Shubin	TBD, Vice Principal Joe Webster, Counselor
Griffiths	Anthony Zegarra	Vanessa Bedolla, Vice Principal
Sussman	Connie Quintero	Anita Arora, Vice Principal Ashley Perkins, ASB Advisor Jacqueline Hamano, ASB Advisor
Stauffer	Darryl Browning	Erin Hanohano-Lira, Vice Principal

and stipulate that two signatures are necessary for each check.

(2) AUTHORIZE the principals named in Section (1) to approve expenditures for their respective student body associations in compliance with Education Code 48933, and further stipulate that the approval of the Principal, the faculty advisor, and a representative of the student body association shall be obtained before any funds are expended.

w. AUTHORIZE the maintenance of IMPREST FUNDS (controlled within the District's Revolving Cash fund) in the middle schools and high schools, including Columbus High School and the Adult School, and AUTHORIZE the Principal and/or Vice Principal at each school as signatories as listed below:

<u>School</u>	<u>Director/Principal</u>	<u>Other</u>
Doty	Brent Shubin	TBD, Vice Principal
Sussman	Connie Quintero	Anita Arora, Vice Principal
Columbus	Xochitl Ortiz	Scott Marshall, Counselor
Downey	LeRoy T. Houts	Scott Fleming, Asst. Principal
Warren	Cari White	Russell Heicke, Asst. Principal
Adult	Blanca Rochin	Cindy Grafton, Asst. Principal

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE updated signatories, as presented, effective September 10, 2019, and to remain in effect until subsequent action is taken by the Board of Education.

DOWNEY UNIFIED SCHOOL DISTRICT PURCHASE ORDER LISTING FOR AUGUST 29, 2019 - SEPTEMBER 26, 2019

	PREFIX	FROM	ТО	
FUND 01.0 GENERAL \$3,245,804.74	PO1 PO2W PO3W	20000000158 200000000082 200000000073	200000000362 200000000733 200000000803	
FUND 11.0 ADULT \$121,790.13	PO1 PO2W PO3W	200000000521 200000000151	200000000701 200000000754	
FUND 13.0 CAFETERIA \$2,839,035.98	CT PO1 PO2W PO3W	200000000315 200000000405 200000000065	200000000336 200000000726 200000000787	
FUND 14.0 DEFERRED MAINTENANCE \$29,771.00	PO1 PO2W PO3W	200000000504	-	
FUND 21.0 BOND MEASURE O \$6,936,728.69	CT PO1 PO2W PO3W	20000000239 20000000347 200000000637	200000000358 200000000717 200000000775	
FUND 40.0 SPECIAL RESOURCE FOR CAPITAL OUTLAY \$29,752.00	PO1 PO2W PO3W	200000000481	- 200000000507	

DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

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

SUBJECT:

PAYROLL ORDERS

<u>ACTION ITEM</u>

RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of July 2019, covered by Payroll Orders issued through August 2019.

			Civic Center &	Adult	Food	Building
	Hourly	Overtime	Recreation	School	Services	Fund
Reg. #214-N		149.33				
Reg. #E4B-N		38,600.86	2,004.90		626.97	
Reg. #H1B-C	97.50					•
Reg. #H1B-N	218,555.87	2,675.19	72.00	245.84	2,464.67	
Reg. #225-C	1,053.00					
Reg. #225-N	1,065.19	·				
Reg. #226-N	204.27					
Reg. #231-N	2,610.43					
Reg. #232-C	351.04				,	
Reg. #H1C-C	1,969.50	438.75				
Reg. #H1C-N	95,869.17	1,154.47	1,537.03	<u>1,544.1</u> 5	56,873.19	
Reg. #234-N					(271.82)	

TOTAL \$429,891.50

DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE: October 8, 2019

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Michael Martinez, Senior Director, Budget and Finance

SUBJECT: B WARRANTS

ACTION ITEM

RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20002264 and 20010047 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning August 1, 2019 and ending August 31, 2019:

General Fund (01.0)	Total	\$3,978,258.02
Adult Education Fund (11.0)	Total	66,115.21
Cafeteria Fund (13.0)	Total	119,851.34
Building Fund (21.0)	Total	6,919,205.73
Workers' Comp. Self-Insurance Fund (67.1)	Total	151,270.45
Health Care Self-Insurance Fund (67.2)	Total	1,655,963.80
Dental Care Self-Insurance Fund (67.3)	Total	211,257.49
Vision Care Self-Insurance Fund (67.4)	Total	45,337.74
Retirement Medical Self-Insurance Fund (67.5)	Total	2,177.32
Payroll Clearance Fund (76.0)	Total	418,814.74



FAFSA / DREAM ACT COMPLETION PROGRAM AGREEMENT

Address:	owney Unified School District 27 Brookshire Ave whey CA 90241
Identification No.:	
Please return to:	For assistance, please contact:
California Student Aid Commission Program Administration & Services Division P.O. Box 419027 Rancho Cordova, CA 95741-9027	Institutional Support Unit Phone: 1-888-294-0153 Fax: 916-464-6499 schoolsupport@csac.ca.gov

ARTICLE I - FAFSA / DREAM ACT COMPLETION PROGRAM - AUTHORITY

The California Student Aid Commission ("Commission") is a State Grant Agency authorized to receive certain data received or generated by the U.S. Department of Education ("Department") concerning Free Application of Federal Student Aid (FAFSA) applicants because it administers State programs that provide financial assistance to students attending institutions of higher education. The Commission and the Department have entered into a Student Aid Internet Gateway Agreement ("SAIG Agreement") that authorizes the Commission to, among other things, disclose limited Institutional Student Information Record (ISIR) information to local educational agencies and secondary schools related to the determination of the completion status of a student's FAFSA and to facilitate providing assistance to such students in completing the FAFSA.

This Agreement establishes the conditions under which the Commission will disclose, and a Local Educational Agency (LEA) or Secondary School will receive, limited ISIR information as permitted under the terms of the SAIG Agreement. Disclosure of the limited ISIR data will be restricted to those students with whom the LEA or Secondary School has an "established relationship" as defined herein. The Local Educational Agency or Secondary School will be authorized to use the ISIR information for purposes of determining the completion status of a student's FAFSA and/or facilitating the delivery of assistance to students in completing the FAFSA.

This Agreement governs the terms and conditions of the eligibility of an LEA or Secondary School to participate in the FAFSA Completion Program. The Agreement also governs the terms and conditions under which an LEA or Secondary School receives information from the Commission for California DREAM Act students. An LEA's or Secondary School's failure to comply with the administrative and/or information security responsibilities set forth in this Agreement may result in the termination of this Agreement.

ARTICLE II - FAFSA / DREAM ACT COMPLETION PROGRAM - AGREEMENT

This Agreement is between the Commission and Downug Wilfield, an entity that is qualified to enter into this Agreement, as a result of its status as an: (check one)

- LOCAL EDUCATIONAL AGENCY A Local Educational Agency is a public board of education or other public authority legally constituted with a State for either administrative control of or direction of, or to perform service functions for, public elementary or secondary schools in a city, county, township, school district or other political subdivision of a State; or such combination of school districts or counties a State recognizes as an administrative agency for its public elementary schools and secondary schools; or any other public institution or agency that has an administrative control and direction of a public elementary or secondary school.
- ☐ SECONDARY SCHOOL A day or residential school that provides secondary education as determined under State law

The primary purpose of releasing limited ISIR data and/or California DREAM Act data containing personally identifiable student information is to allow the LEA or Secondary School to assist those

FAFSA / DREAM ACT Completion Program Agreement

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students with whom it has an established relationship to use the ISIR / Cal ISIR information for purposes of determining the completion status of a student's FAFSA and/or facilitating the delivery of assistance to students in completing the FAFSA / DREAM Act. For purposes of this Agreement, an LEA or Secondary School has an established relationship with a student as follows:

LEA: An established relationship exists between a student

FAFSA applicant and an LEA where the student applicant is enrolled in a secondary school under the legal authority of the LEA or the LEA otherwise is

providing services to the FAFSA applicant.

SECONDARY SCHOOL: An established relationship exists between a student

FAFSA applicant and a Secondary School where the student FAFSA applicant is enrolled in the secondary school itself or the secondary school otherwise is

providing services to the FAFSA applicant.

This Agreement to allow the release of personally identifiable student information is written under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. For those students with whom the LEA / Secondary School has an established relationship, the Commission may release the following FAFSA Filing Status Information from the ISIR and/or the DREAM Act Filing Status Information from the Cal ISIR:

- o Student's first name:
- Student's last name:
- o Student's date of birth;
- o Student's ZIP Code;
- FAFSA submitted date (the date the FAFSA was submitted to the Department);
- o FAFSA processed date (the date the Department processed the FAFSA);
- o a Selected for Verification flag: and
- o a FAFSA completion flag, as determined by the Agency (e.g., FAFSA not submitted, FAFSA complete, or FAFSA incomplete).

The Commission will release this student information with the understanding that:

- No individual student data shall be identifiable in any reports not created specifically for the LEA or Secondary School;
- o Qualified personnel at the LEA or Secondary School-shall be proficient and experienced in managing secure, confidential data. The LEA or Secondary School agrees to restrict distribution of the ISIR data to qualified personnel; in no event will any personally identifiable information be released to any person or organization other than the qualified personnel of the LEA or Secondary School:
- Student data files shall be returned to return or destruction when no longer needed for the purposes for which the agreement to release personally identifiable information is drawn;
- o The LEA / Secondary School shall adhere to all legal requirements, including but not limited to the Federal Family Educational Rights and Privacy Act (20 USC 1232g). Should the LEA, its agents, or assignees; the Secondary School, its agents, or assignees; or the United States Department of Education determine that release of data under this agreement does not satisfy the requirements of 20 USC 1232g, any of the parties to this

- agreement may terminate this agreement and demand the destruction or return of all data supplied by the parties and all data matched or derived there from within three (3) working days;
- o The Commission reserves the right to withhold personally identifiable student data from the LEA / Secondary School at any time.

ARTICLE III - FAFSA COMPLETION PROGRAM - INFORMATION SECURITY PROVISIONS

The Information Security components of this Agreement are to control access to the Commission's information processing facilities and data, as well as, to provide procedure for oversight of the LEA or Secondary School's compliance with the provisions of this Agreement.

The LEA or Secondary School agrees to comply with all applicable federal, state, and local information security, confidentiality and privacy laws and regulations, Commission policies and requirements pertaining to the proper access, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information maintained on the Commission's Grant Delivery System (GDS) WebGrants system and/or pertaining to the Commission, its programs, and its program applicants and/or recipients.

The LEA or Secondary School will execute a Grant Delivery System (GDS) WebGrants Information Security and Confidentiality Agreement and, at all times, comply with the terms and conditions thereof, prior to gaining accessing to the GDS WebGrants system. The signed GDS-WebGrants Information Security and Confidentiality Agreement must be received and approved by the Commission prior to any access being granted to the LEA or Secondary School.

The Commission reserves the right to monitor or revoke access to the Commission's network and data by an LEA or Secondary School, or any individual staff member(s) of the entity.

Administrative Authorization for Access and Roles/Responsibilities

- A. The LEA or Secondary School will use the FAFSA Filing Status Information provided under the terms of this Agreement only for purposes that are consistent with section 483(a)(3)(E) of the Higher Education Act of 1965, as amended (HEA).
- B. The LEA or Secondary School will comply, as applicable, with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g and its regulations codified at 34 CFR part 99).
- C. The LEA or Secondary School will not re-disclose or share the FAFSA Filing Status information or DREAM Act Filing Status information obtained from the Commission in personally identifiable form other than (1) to the FAFSA / DREAM Act applicant and to the FAFSA / DREAM Act applicant's parents if the applicant is under age 18, to the applicant if the applicant is age 18 or older or enrolled in a post-secondary institution, or to any other party with the consent of the FAFSA / DREAM Act applicant or consent of the FAFSA / DREAM Act applicant is under the age of 18, or (2) if required to do so by law and if such use is consistent with all applicable privacy laws, including the privacy provisions of section 483(a)(3)(E) of the HEA, 20 U.S.C. 1090(a)(3)(E) and FERPA.

- D. The LEA or Secondary School shall restrict access to the data provided under this Agreement to only those authorized personnel who need the data to perform their official duties in connection with the uses of the data authorized in this Agreement.
- E. The LEA or Secondary School will advise all personnel with access to the data provided under this Agreement of the confidential nature of the data, the safeguards required to protect the data, and criminal sanctions for noncompliance under applicable Federal, State or local laws.
- F. The LEA or Secondary School will maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) with access to the Commission's network for three (3) years following the last day of the award year.
- G. The LEA or Secondary School will immediately disable the password and ID of any employee or agent of the LEA or Secondary School whose change in employment status or duties no longer requires access to the Commission's network or data. Copies of this documentation shall remain at the LEA or Secondary School.
- H. The LEA or Secondary School will ensure that all employees or agents who require WebGrants (GDS) access will sign a "Grant Delivery System (GDS) WebGrants User Access Request Form" prior to being granted access to the WebGrants System. Such access will be granted for a period of time not to exceed one (1) year, and shall be renewed upon completion of either an annual Commission-supplied or Institutional- supplied training in areas of information security, privacy and confidentiality. Copies of this documentation shall remain at the Institution.

Data Security

- A. The LEA or Secondary School will protect the integrity of the FAFSA Filing Status information / DREAM Act Filing Status information received under this Agreement from unauthorized access, use or re-disclosure.
- B. The LEA or Secondary School shall maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) with access to the Commission's network for three (3) years following the last day of the award year.
- C. Passwords and user identification numbers (IDs) are to be treated as confidential information. Employees or agents of the Institution shall not share passwords and IDs.

 Passwords will be changed on a regular basis, as required by the Commission.
- D. Confidential data that is no longer required for use by the LEA or Secondary School, or are determined by the Commission to be subject to return or destruction, shall be returned or destroyed in a secure manner, ensuring that no reconstruction or derivation of the data, media or materials is possible according to the California Civil Code Section 1798 et seq; Government Code Section 6250 et seq. and the State Accounting Manual (SAM) Chapter 5300.
- E. The LEA or Secondary School shall establish training programs and acceptable use policies for LEA or Secondary School employees regarding information security, privacy and confidentiality to include Commission data.

- F. The LEA or Secondary School will establish and enforce policies to ensure that Commission data and WebGrants access are conducted from secured systems on-site within the LEA or Secondary School.
- G. The Institution will notify the Commission immediately of any security, integrity or confidentiality incident(s) involving Commission data or network exposure by contacting the Commission's ITS Help Desk at 1-888-294-0148. Such incidents may include, but are not limited to unauthorized or accidental modification, destruction, disclosure, loss, or access to automated files and databases, as well as incidents involving loss, damage or misuse of information assets. Such incidents shall be followed up with a written report of the incident, signed by the AO and the Institution's Chief Executive Officer and submitted to the Commission's Information Security Officer (ISO) within ten (10) business days after the Institution's awareness of the incident.
- H. No Commission data or assets shall be transferred to or shared by the LEA or Secondary School with any third party.
- 1. To the extent authorized by law the LEA or Secondary School will accept liability for any direct or consequential damages to the Commission, its network or data, caused by the negligence or intentional misconduct of itself, its employees or agents.

ARTICLE III - FAFSA COMPLETION PROGRAM - GENERAL PROVISIONS

- A. <u>EFFECTIVE DATE</u>. The effective date of this Agreement is the Commission's notification to the LEA or Secondary School that this Agreement and the required Grant Delivery System (GDS) WebGrants Information Security and Confidentiality Agreement have been received and approved.
- B. <u>TERMINATION</u>. The Agreement may be terminated by either party upon thirty days (30) prior written notice to the other party. All confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. <u>COMPLIANCE</u>. The LEA or Secondary School agrees to make available at the time of program compliance review, or at any time at the request of the Commission staff, any records and personnel related to its compliance with the terms of this Agreement.
- D. <u>NONCOMPLIANCE</u>. If the Commission finds that the LEA or Secondary School has failed to comply with this Agreement, the Commission shall require the LEA or Secondary School to delete or return all data received under this Agreement, including any copies made of such data. The Commission may terminate this Agreement and/or take such other action as may be necessary and appropriate to protect the interests of the FAFSA applicants, the Commission and/or its financial aid programs, and any other party impacted by noncompliance with this Agreement.
- E. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and may only be amended in writing signed by the Parties.

F. SEVERABILITY: If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

In the event of any inconsistency between any of the provisions of this Agreement and applicable federal or state law or regulation, the law or regulation shall prevail over the conflicting provision and the remaining provisions of this Agreement shall remain in full force and effect.

Signature	Date	
Christina Aragon Associate Superintendent		
Name and Title		
Downey Unified School Pistrict Name of LEA or Secondary School		
Catalina Mistler, Deputy Director Program Administration and Services Division	Date	
California Student Aid Commission		

This	AGREEMENT is made and entered into this 16th day of July 2019,
betw	een the Downey Unified School District ("DISTRICT") and
Emily	Cantrell , ("CONSULTANT"), to provide services
Doldo	r the direction of: ia Sandoval , Special Education ted 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). CART SERVICES
2.	LOCATION OF PERFORMANCE/SERVICE: Downey High School
3.	PERIOD OF AGREEMENT This Agreement is effective 8-14-2019 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.
1.	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 <u>must</u> be hired as a 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

5. INDEPENDENT CONSULTANT

Section 45134 and Section 88033.).

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

6.	PA	VI	ΛF	NT
D.	$-\mu$			141

DISTRICT agrees to pay CONSULTANT at a rate of \$40.00 ____per hour ____ not to exceed a total of \$17,000 ____. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

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

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

Emily Cantrell	Downey Unified School District
Consultant Name	
Signature Castal	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	
7/16/19 Date	
District u	se only below line
Account Number to be Charged: $1.0-7$	53/01.0-57700-31500-5804-743000
Print Name and Title of Site Administrator	9-25-19 Signature of Site Administrator
If using categorical funds, forward this agree Approval before sending to Business Servic	ement to the appropriate Program Director for es.
Signature of Program Director	Date Financial Services (verify acct. #)
Agreement for Independent Consultan	t Services
5 Page	Rev. 07/10/18

This A	AGREEMENT is made and entered into this 16th day of July 2019,
betwe	een the Downey Unified School District ("DISTRICT") and
Suzan	ne Firlotte, ("CONSULTANT"), to provide services
	the direction of: a Sandoval ed Name Administrator Site/Department) Special Education (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). CART SERVICES
2. 3.	PERIOD OF AGREEMENT This Agreement is effective 8-14-2019 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.
1.	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 <u>must</u> 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, 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 CC	DNSULTANT at a rate of \$40.00	per
hour	not to exceed a total of \$35,000	Expenses are
not reimbursed unless the D	ISTRICT and CONSULTANT agree	e otherwise in writing. An
IRS W-9 form must also be	completed and signed.	•

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

Suzanne Firlotte	Downey Unified School District
Consultant Name	•
Smart Fill	
(Signature)	Christina Aragon
Signature	Associate Superintendent
,	
Taxpayer ID no. or Soc. Sec. Number	Date
Street Address	Downey Unified School District 11627 Brookshire Avenue
Sileet Address	Downey, CA 90241 (562) 469-6520
City, State, Zip Code	
7-11-2019	•
Date .	
District use o	only below line
1	200 21 50 ML 7/2022
Account Number to be Charged: 1.1-33	00.0-57700-31500-5804-743000c
Print Name and Title of Site Administrator	
· ·	Date Signature of Site Administrate
If using categorical funds, forward this agreeme. Approval before sending to Business Services.	nt to the appropriate Program Director for
Signature of Program Director	Date Financial Services (verify acct. #)
Agreement for Independent Consultant Se	rvices
5 -:::	*

July

2019

This AGREEMENT is made and entered into this 16th day of _____

betwe	een the Downey Unified School District ("DIS	STRICT") and	
Marissa	a Holt	, ("CONSULTAN	T"), to provide services
	the direction of: a Sandoval	Special Education	
(Printe	ed Name Administrator Site/Department)	(Site/Department)	
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the follo places mutually acceptable to DISTRICT a will include the following: (Attach additional CART SI	and CONSULTANT. Co	
0		PE. Downey High School	· · · · · · · · · · · · · · · · · · ·
2.	LOCATION OF PERFORMANCE/SERVICE	E: Downey High School	
3.	PERIOD OF AGREEMENT This Agreement is effective 8-14-20 6-30-2020 inclusive. CONSULT reserves the right to cancel this agreement non-availability or non-appropriation of suff	FANT acknowledges to t at any time and/or to	hat the DISTRICT fully
1.	CREDENTIAL Does service provided require a credential,		Yes No
	Have you ever paid into or are you a retired	e of CalSTRS?	Yes V No
	If Yes and service requires a credential, ce employee, paid through District payroll, sul Contact Certificated Personnel for an appli may be responsible for the cost of fingerpri employed after retirement in classified post as an aide in a class with a high pupil-to-te instruction in a remedial class or for underpost Section 45134 and Section 88033.).	bject to withholding and cation prior to beginning inting. NOTE: CalSTR itions in the public school acher ratio, or (2) to property	d fingerprint clearance. ng services. Individual S retirees may not be ool system except: (1) rovide one-on-one

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, 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 \$40.00 ____per hour ____ not to exceed a total of \$17,000 ____. 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.

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

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

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

Inis	s agreement is made and entered into this	day of	July 20 <u>19</u> ,
betv	ween the Downey.Unified School District ("DIS	STRICT") and	
Lidia	a Perez	, ("CONSULTAN	T"), to provide services
Patrio	der the direction of: icia Sandoval	_, Special Education (Site/Department)	
(Prin	nted Name Administrator Site/Department)	(Site/Department)	
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the folloplaces mutually acceptable to DISTRICT awill include the following: (Attach additional CARTS)	and CONSULTANT. Co	
2. 3.	LOCATION OF PERFORMANCE/SERVICE PERIOD OF AGREEMENT		
	This Agreement is effective 8-14-20 6-30-2020 inclusive. CONSUL reserves the right to cancel this agreemen non-availability or non-appropriation of suf	TANT acknowledges to t at any time and/or to	hat the DISTRICT fully
4.	CREDENTIAL Does service provided require a credential, Have you ever paid into or are you a retired	•	Yes ✔No
	If Yes and service requires a credential, ce employee, paid through District payroll, sul Contact Certificated Personnel for an appli may be responsible for the cost of fingerpri employed after retirement in classified pos as an aide in a class with a high pupil-to-te instruction in a remedial class or for under Section 45134 and Section 88033.).	bject to withholding an ication prior to beginning inting. NOTE: CalSTR itions in the public scheracher ratio, or (2) to pre-	ou must be hired as an dingerprint clearance. In services. Individual S retirees may not be bool system except: (1) rovide one-on-one

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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 CC	NSULTANT at a rate of \$40.00	per
hour	not to exceed a total of \$35,000	Expenses are
not reimbursed unless the D	ISTRICT 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.

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

Agreement for Independent Consultant Services

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

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Agreement for Independent Consultant Services

Lidia Perez	:	Downey Unified School District
Consultant Name	;	
J.M.	•	· · · · · · · · · · · · · · · · · · ·
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	:	
07-16-2019	•	
Date	••	
	•	
District	use only	below line
· · · · · · · · · · · · · · · · · · ·	.32 Inn · r	1-57700-31500-5804+7430000
	•:	
PATRICIA-SANDON		19
Frint Name and Title of Site Administrator		
	Dat	
If using categorical funds, forward this ag		e Signature of Site Administrator
If using categorical funds, forward this aga Approval before sending to Business Sen	reement to	e Signature of Site Administrator
If using categorical funds, forward this agr Approval before sending to Business Sen	reement to	e Signature of Site Administrator
If using categorical funds, forward this agr Approval before sending to Business Sen Signature of Program Director	reement to	the appropriate Program Director for
Approval before sending to Business Sen	reement to rices.	the appropriate Program Director for
Approval before sending to Business Sending Sending to Business Sending Sending Sending Sending Sending Se	reement to vices. Dat	the appropriate Program Director for Financial Services (verify acct. #)
Approval before sending to Business Sen	reement to vices. Dat	the appropriate Program Director for Financial Services (verify acct. #)

This	AGREEMENT is made and entered into this	<u> 16th</u> day of	July	20 <u>19</u> ,
betw	een the Downey Unified School District ("DI	STRICT") and		
Jennie	e Ramos	, ("CONSULT	ANT"), to pr	ovide services
	er the direction of: ia Sandoval ted Name Administrator Site/Department)	, <u>Special Education</u> (Site/Department	<u> </u>	
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the folloplaces mutually acceptable to DISTRICT will include the following: (Attach additional)	owing services to DI and CONSULTANT	STRICT at	times and ANT services
2. 3.	PERIOD OF AGREEMENT This Agreement is effective 8-14-2 6-30-2020 inclusive. CONSUL	019 and will	be complet	ed by
	reserves the right to cancel this agreement non-availability or non-appropriation of sur	nt at any time and/or		
4.	CREDENTIAL Does service provided require a credential Have you ever paid into or are you a retire	•		s No
	•			_
	If Yes and service requires a credential, comployee, paid through District payroll, sufficient Contact Certificated Personnel for an application of the cost of fingerpression of the cost of th	ubject to withholding lication prior to begi rinting. NOTE: CalS sitions in the public	and fingerp nning service TRS retiree school syste	orint clearance. ces. Individual s may not be em except: (1)

5. INDEPENDENT CONSULTANT

Section 45134 and Section 88033.).

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instruction in a remedial class or for underprivileged students. (California Ed. Code

49

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.

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	DISTRICT agree	es to pay CONSULTANT at a rate of \$40.00	per
	hour	not to exceed a total of \$35,000	Expenses are
	not reimbursed	unless the DISTRICT and CONSULTANT agree of	therwise in writing. An
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2	12	a	Ç,	3											Н.	٠. ١) T	15.	;	

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betwe	en the Downey Unified School District ("DISTRICT") and
Jennie	Ramos , ("CONSULTANT"), to provide services
	the direction of: Sandoval d Name Administrator Site/Department) Special Education (Site/Department)
(Printe	ed 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). CART SERVICES
2.	LOCATION OF PERFORMANCE/SERVICE: Downey High School
3.	PERIOD OF AGREEMENT This Agreement is effective 8-14-2019 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.
I.	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 <u>must</u> 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.).

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

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Agreement for Independent Consultant Services

Agreement for Independent Consultant Services 5 ইন্টু দ	Signature of Program Director	If using categorical funds, forward this agreement to the appropriate Program Director for Approval before sending to Business Services.	Print Name and Title of Site Administrator D.	District use only below line Account Number to be Charged: 11.1 -33101.0-57	7/16/2019 Date	Cily, State, Zip Code	Street Address	Taxpayer ID no. or Soc. Sec. Number	Laignature & Signature	Jennie Ramos Consultant Name
ces Kerneratit.	Date Financial Services (verify acct. #)	o the appropriate Program Director for		0.0-57700-31500-5804-743000			Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520	Date	Christina Aragon Associale Superintendent	Downey Unified School District

https://mail.google.com/mail/u/0/#inbox/FMfcgxwChmLpQmxksPvQnBHfvmPVPzss?projector=1&messagePartId=0.1

This A	GREEMENT is made and entered into this 16th day of July 2019,
betwe	en the Downey Unified School District ("DISTRICT") and
Marise	a Salazar, ("CONSULTANT"), to provide services
	the direction of: Sandoval Sandoval Special Education (Site/Department)
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6.	PA	VI	ΛE	NT
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Agreement for Independent Consultant Services
2 | Page | Rev. 0 7/10/1 8

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Agreement for Independent Consultant Services

Marisela Salazar	Downey Unified School District
Consultant Name	•
Marisla July -	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 7 / 16 / 19 Date	-
Distric	et use only below line
Account Number to be Charged: 1.1-	33/00.0-57100-31500-5804-7430000
Print Name and Title of Site Administrato	9-25-19 Signature of Site Administrator
If using categorical funds, forward this ag Approval before sending to Business Ser	greement to the appropriate Program Director for rvices.
Signature of Program Director	Date Financial Services (verify acct. #)
Agreement for Independent Consult	tant Services Rev. 0 7/10/1 8

EMERSON COLLEGE CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the "Agreement"), effective as of 9/13/2019 (the "Effective Date"), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, "Emerson") and Downey Unified School District, a California Organization, and its agents, employees, affiliates, invitees, or representatives (collectively, the "Affiliate"). Emerson and Affiliate referred herein individually as a "Party"; collectively, as the "Parties".

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the "Program") to students of Emerson (each a "Student" and collectively, the "Students"); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Purpose</u>. Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:
 - 1.1 Role and responsibilities of the Student within the practice setting.
 - 1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.
 - 1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.
 - 1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.
 - 1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.
 - 1.6 Clinical problem-solving across age span, disorder, and setting.

- 1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.
- 1.8 Cultural competency when working with patients/clients/families in all practice settings.
- 1.9 Adherence to ASHA's Code of Ethics and appropriate ethical behavior.

2. Responsibilities of Emerson.

- 2.1 <u>Program.</u> Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.
- 2.2 <u>Policies, Rules & Regulations of Affiliate</u>. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.
- 2.3 <u>Insurance</u>. Emerson shall ensure that it maintains professional liability insurance in the amount of two million dollars (\$2M USD) per occurrence and four million dollars (\$4M USD) in the aggregate.
- 2.4 <u>Vaccinations</u>. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.
- 2.5 <u>Background Checks</u>. If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.
- 2.6 <u>Health Insurance</u>. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

3. Responsibilities of Affiliate.

3.1 Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.

- 3.2 <u>Emergency Care</u>. Affiliate shall provide emergency medical care to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.
- 3.3 <u>Withdrawal</u>. Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.
- Insurance. Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages and professional liability insurance in amounts, in each case, of not less than one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.
- Indemnification. Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with Affiliate's acts or omissions related in any way to this this Agreement or the Program.

4. Term and Termination.

- 3.1 The term of this Agreement ("Term") shall be effective September 13, 2019 through June 30, 2024.
- This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; provided, however, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.
- In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.

- 34 Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate's Student Supervisor.
- 5. Education Records. If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.
- 6. <u>Confidentiality</u>. The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA "education records," strictly confidential. This section shall survive any cancellation or termination of this Agreement.
- 7. Status of the Parties. Each Party hereto shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman's compensation insurance benefits.
- 8. No Discrimination. In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.
- 9. <u>Compliance with Policies</u>. Affiliate understands that the Students in the Program are subject to and protected by Emerson policies. Affiliate agrees to review, abide by, and cooperate with actions taken pursuant to Emerson's Sexual Misconduct Policy available at https://www.emerson.edu/social-justice-center/title-ix/sexual-misconduct-policy.
- 10. <u>Use of Name: Media Contact</u>. Affiliate may not use the name of "Emerson" or any Emerson logo or mark without Emerson's prior written approval. Affiliate may not disclose the terms of this Agreement without Emerson's prior written approval. Affiliate shall not communicate with members of the media or otherwise make any public announcement regarding the Program, or the terms or existence of this Agreement, without Emerson's prior written consent.

11. <u>Notices</u>. Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: Downey Unified School District

11627 BROOKSHIRE AVE POB 7017

DOWNEY, CA 90241

If to Emerson: Emerson College

120 Boylston Street Boston, MA 02116

Attn: Laura Glufling-Tham

With a copy to: Emerson College

120 Boylston Street Boston, MA 02116

Attn: Office of the General Counsel

- Assignment. The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.
- 13. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or iurisdiction in those courts.
- 14. Entire Agreement: Amendment: Waiver. This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE	Downey Unified School District
Ву:	Ву:
Title:	Title: Assistant Superintendent
Name:	Name: Alyda R. Mir

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE	Downey Unified School District
By:	By: Myh R.
Title:	Title: Assistant Superintendent
Name:	Name: Alyda R. Mir

Xerox Financial Services LLC

45 Glover Avenue Norwalk, CT 06856

Master Lease Schedule - Cost Per Copy



Norwalk, C	r 06856								
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	Full Legal Name			-	DBA				
	Downey Unified School Dist	rict			<u> </u>				
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Equipment	t Location (if different from Bil	ling Addres	s) 9625 Van Ruite	en St., Bellfloy	ver. CA 90	706		•	
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Annual Day	Yaray Financial Sander II C		Name and Title	USSON AU	CEPTANCE		Date		
Accepted by: /	Accepted By: Xerox Financial Services LLC Name and Title						[
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				TERMS & C	ONDITIONS				

Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and XFS, the terms and conditions of which are fully incorporated into this Schedule, you hereby (a) authorize XFS to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from XFS effective the Inception Date for the Term specified above, and (c) agree to pay XFS the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.





A Xerox Company

A Xerox Company

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CUSTOMER INFORMATION		ny Jimenez		562	-469-6531						
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CM 9.3





Schedule A: Newly Acquired Machines From MRC

Customer Name Downey Unified School District

ASSET	ID MODEL	SERIAL NUMBER	LOCATION	Bill Type	NON- NETWORKED FLAT BASE
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Signature	CM 9.3	Date	_





Schedule B: Pre-Existing Customer Machines

Customer Name		

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Signature

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TERMS AND CONDITIONS

1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and MRC. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by MRC necessitated by normal use by the Customer, as listed on page one, of Newly Acquired Machines from MRC as listed on Schedule A, and Pre-Existing Customer Machines as listed on Schedule B (together the "Equipment"). Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that it is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must, at all times, conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen (15) minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by MRC for the first 30 days from the Start Date only. Analyst Services/Network Support beyond the Initial 30 days is offered by MRC on a separate Assurance+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals and other security services are offered by MRC on a separate agreement. More information on Data Security and Network Support Services is available on our website www.mrc360.com/solutions/assurance-plus-contract

2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its Intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the non-breaching party shall have the option to terminate this Agreement immediately by written notice. MRC reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner asset forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed 10% of Total Invoice. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at \$9.98 per month or \$15.00 per order, whichever is less. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be Invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices are paid in full, (2) furnish all future service and Supplies on a CO.D

3. Customer is required to notify MRC within one (1) week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon Installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Remove, Customer must print out and submit to MRC a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to MRC at contracts@mrc360.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, MRC will, at its sole discretion, convert the Equipment to MRCs current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration report is provided and customer requests to change the equipment pricing program to a cost per page program. If MRC is unable to collect a start meter read on any device listed on Schedule B, then MRC will convert the Equipment to MRCs current flat rate monthly pricing program. MRC reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. MRC reserves the right to convert any Equipment on MRCs Flat Rate Service Programs to MRC's current Cost Per Copy rates for all machines that are reporting on the MRC approved remote meter collection software ("360-App").

4. REMOTE METER COLLECTION. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels to detect the need to ship refilis on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to meters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a \$5.00 fee will apply per month per Device.

- 5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
- 6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business

7. SUPPLIES. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

Customer Initials	MRC Initials
MPC Service Americant Paylent October 2018	1 P 2 0 p

8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement, or (z) your license is terminated or expires. The Base Software license will terminate: (i) If you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwarp or shrink-wrap license agreement or otherwise made subject to a separate license

9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the Initial Term and any renewal period but In no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hodine during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that Include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases collectively referred to as "Releases". Each Releases will be considered Licensed Software governed by the Software Licensed Software Support provisions of this Agreement (unless you

- 10. WARRANTY: You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own Judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- 11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement. (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- 13. ASSIGNMENT: You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement
- 14. NOTICES: All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.
- 15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
- 16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- 17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

Customer Initials	MRC Initials

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

SERVICE AGREEMENT. Agreement No. 201819-204

be ar	HIS AGREEMENT made and entered into this 19th of June , 2019 by and etween WestEd , hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually gree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. SERVICE PROVIDER will perform the services described in the "Scope of Work"
	attached as Addendum A and made part thereof.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$20,300.00 , not to exceed \$20,300.00 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 07/01/2018 and will terminate on or before 06/30/2019 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. The parties agree this Section 5. is inapplicable, as Service Provider and its employees/subcontractors will have no contact with District students in performance of the work under this Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 201819-204

Page 2 of 4

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

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

Downey Unified School District
Service Agreement No. 201819 - 204

Page 3 of 4

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

Name:

Dept.:

SERVICE PROVIDER

WestEd

Contracts Management Department

DISTRICT

Business Services

Downey Unified School District

11627 Bro	ookshire Ave.	Address:	730 Harri	son Street, 5th Floor	
Downey, CA 90241 Contact: Debbie Black		Contact: Virgilio F. T		ncisco, CA 94107 Inio, Jr., Director of Grants and Contracts	
	S WHEREOF, this Agreemeries, on the date indicated belo	ow:	cepted a		
Diomino		QL,		OVIDEN	
DOWNEY L	INIFIED SCHOOL DISTRICT	Wes	:IEd		
Christi	MO Choepen		awren /	1) hornine	
Signature		لكا الـ Sigr	ature	<u> </u>	
Print Name:	Christina Aragon	Pri	nt Name:	Lauren Wrotniak	
Print Title:	Associate Superintendent Business Services	Pri	nt Title:	Senior Contracts Administrator	
Date:	October 8, 2019	Dat	e:	Sep 16, 2019	
	District use	only below li	ne		
Account Nu	mber to be Charged 01.0-733	80.0-11100-1000	0-5804-74	90000	
Alyda R. Mir, I	Director, Secondary Education				
	itle of Site Administrator-Plea	ase print	· · · · · · · · · · · · · · · · · · ·		
		•			
Signature of	Site Administrator			Date	
Signature of	Program Director ONLY IF u	using categoric	al funds	Date	
owney Unified	School District			Page 4 of 4	

201819-204

Service Agreement No.



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Downy Unified School District Scope of Work

Co-Teaching: A Model for Effective Practices to Meet the Needs of ALL Learners in the General Education Classroom

Intended Audience: General and Special Educators who are currently or will be co-teaching; district and site personnel who provide support for co-teachers

Workshop Purpose: Establish the purpose of and research supporting co-teaching as an instructional delivery model; provide the practical tools and guidance for teachers to implement effective co-teaching.

Workshop Description: This series of workshops will establish a shared understanding of the purpose of co-teaching, explore the research that supports this instructional delivery model as a valuable component of the range of inclusive practices designed to meet the academic needs of students with disabilities. The workshops will define what co-teaching is and is not, the challenges and solutions to implementing a successful and sustainable co-teaching program, and examine the six co-teaching instructional models; participants will be provided the time and structure for guided application of new learning. Participants will be provided with tools and resources to support their continued learning.

Proposed Professional Development and Support:

- 1. Provide Professional Development and support for district and site administrators and support personnel focused on implementation of a sustainable and effective coteaching program;
- 2. Provide a combination of in-person, on site Professional Development, classroom observations and coaching feedback for teachers;
- 3. Provide access to online resources.

Scope of Work To Include:

Professional Development:	Target Audience		Cost
Professional Development Workshops— Recommend at least 4 over the course of	General and special educators who are co-	3 Days	\$8700
the school year (Teachers) Participants will:	teaching.		
 Understand the purpose and practice of co-teaching; Understand and apply the six co- 	June 5 AM Session with administers on purpose of co-teaching and how to		
teaching instructional models as a key component of classroom practices;	support successful implementation		



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 Reflect on and refine the use of the six instructional models in the cotaught classroom; Review how to implement each model for different grade levels, class structures, and content areas; Utilize the co-planning framework to plan lessons; Ensure SAI (Specialized Academic Instruction) is a critical component of instruction; Understand the principles and guidelines of Universal Design for Learning Instructional framework; Continue to refine and improve use of the co-teaching instructional models and co-planning framework. 	2 hour admin sessions after full-day PD sessions with teachers		
CLASSROOM VISITS and Coaching WestEd consultant will visit co-taught classes prior to workshops (after the first workshop) to gather data and information which will inform refinements made to the PD plan for future workshops.	Meet with co-teachers after observing their class to provide actionable feedback and support; partner with program specialists and district support personnel to build sustainable support model.	3 Days	\$8700
 Introduction to Co-Teaching Cohort 2 Understand the purpose and practice of co-teaching; Understand and apply the six co-teaching instructional models as a key component of classroom practices; Utilize the co-planning framework to plan lessons; Ensure SAI (Specialized Academic Instruction) is a critical component of instruction; Understand the principles and guidelines of Universal Design for Learning Instructional framework; 	Co-teachers for High School Grade 10 and Middle School	1 Day	\$2900



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Padlet wall Continue to update the padlet wall with resources for teachers to use and share with others.	
Total \$2900 per day (inclusive of prep and travel expenses)	\$20,300

Ms. Alyda R. Mir Director, Secondary Education Educational Services Downey Unified School District 11627 Brookshire Avenue Downey CA 90241

<u>almir@dusd.net</u> <u>562-469-6577</u> (voice) <u>562-469-6597</u> (fax)

Bernice Madariaga
Senior Secretary
Secondary Education
Downey Unified School District
11627 Brookshire Ave.
Downey CA 90241

bmadariaga@dusd.net 562-469-6781 Signature: Lawren Whomine

Email: lwrotni@wested.org

NPO Solutions 4370 Tujunga Avenue Suite 140 Studio City, California 91604 (818) 766-8448 info@nposolutions.org nposolutions.org



August 16, 2019

Ms. Rani Bertsch, Director Secondary Curriculum, Instruction, and Assessment Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241

Dear Rani:

Please find a revised Scope of Work and payment schedule for NPO Solutions' Senior Consultant, Michael Butler, to continue providing professional development, technical assistance, and coaching in DUSD in 2019-20. I will serve as the lead for this contract and will continue to provide direct services to DUSD.

During the 2019-20 school year, we propose to provide 22 days (170 hours) of planning professional development, providing training and facilitation, offering technical assistance and guidance, and coaching. This is an amendment to include six days with middle school Science teachers, both in whole group and individual grade level meetings that allow time for vertical teaming. Throughout, the focus will be on building local capacity and ensuring coherence and alignment as part of the transition to Next Generation Science Standards (NGSS).

In line with our discussions, the proposed scope of work concentrates on support to secondary Science teachers tied to curricular mapping of Instructional Segments, development of common assessments, and structured reflection on experiences rolling out NGSS.

If you have any questions, please do not hesitate to call. Thank you for your on-going commitment to improving student learning and support of a DUSD's collaborative, sustainable organizational culture.

Sincerely,

Michael Butler, Senior Consultant

Attachment

NPO Solutions Proposed Scope of Work and Payment Schedule Facilitation, Coaching, and Professional Development Downey USD, 2019-20

Task 1: Support for Secondary Teachers

NPO Solutions will provide professional development, coaching, and planning days in service of the secondary schools in DUSD. We will focus on continuing to assist secondary Science teachers with transitioning to the Next Generation Science Standards (NGSS) and aligning instruction and assessment to the CA Science Framework. Work will include both Middle School Science (in whole group and grade alike groupings, as well as opportunities for vertical teaming), as well as High School Science: Course 1 (The Living Earth); Course 2 (Chemistry in the Earth System); and Course 3 (Physics of the Universe).

Amended Time Allocations

On-site Professional Development with HS Biology (Living Earth), Chemistry and Physics Science Teachers *On-site Professional Development with MS Science Teachers	nd 10 days	
(whole group and vertical teaming by grade level)	6 days	
Planning Science Professional Development and Follow Up Total	6 days *22 days	

Contract Term: August 1, 2018 – May 31, 2019

Total Cost: *\$28,000, payable in 8 monthly invoices (Sept-April) of \$3,500

Agreed to:

Michael Butler

NAME

Senior Consultant

Director of Secondary Eductaion

TITLE

9-26-19

DATE

DATE

^{*}Addendum to the SOW in Service Agreement 201920-53 — additional 6 days Professional Development increasing the total number of days from 16 to 22days and the total cost from \$20,000 to \$28,000 for the 2019-2020 year.

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

SERVICE AGREEMENT Agreement No. 201920-69

bet and	IIS AGREEMENT made and entered into this 8th of October, 2019 by and tween Three Oaks Outdoor Science School, Inc., hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. attendance at the Three Oaks Outdoor Science School by 5th Grade students from the following
	schools: Gauldin, Old River, Rio San Gabriel, Gallatin, Price and Unsworth Elementary Schools.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$269.00 per student , not to exceed \$133,155.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.

5. <u>Background Check and Fingerprinting.</u> 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.

4. <u>Term.</u> The term of this agreement begins <u>December 2, 2019</u> and will terminate on or before <u>December 6, 2019</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may

be terminated by either party with a thirty (30) day prior written notice.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

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

Downey Unified School	District
Service Agreement No.	201920-69

Business Services	Dept.:	THE OURS OURSES SCHOOL
11627 Brookshire Ave.	Address:	Po Box 3696
Downey, CA 90241	, , , , , , , , , , , , , , , , , , , ,	Crestine CA 92325
Contact: Debble Black	Contact:	Paige Amidon
(562)469-6521/dblack@dusd.net	Phone/email:	
		three oaks oss.com
IN WITNESS WHEREOF, this Agreemer named parties, on the date indicated below		ccepted and agreed by the below
DISTRICT	SER	RVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	<u> </u>	Three oaks USS
Chiatmo Oragmon Signature	Sign	12 4 · · · · · · · · · · · · · · · · · ·
Print Name: Christina Aragon	Pri	nt Name: <u>Paige Amidon</u>
Print Title: Associate Superintendent Business Services	Pri	nt Title: <u>CO-OWNER</u>
Date: 10/8/19	Da	te: 9/18/19
District use	only below li	ine
Account Number to be Charged		
Name and Title of Site Administrator-Ple	ase print	
Signature of Site Administrator		Date
Signature of Program Director ONLY IF	using categor	ical funds Date
Downey Unified School District Service Agreement No		Page 4 of 4



NAME OF	SCHOOL	Gauldin Elementary	DISTRICT	Downey U	nified School Dis	<u>trict</u>
ADDRESS	S	9724 Spry St., Downey, CA	90240	PHONE _	(562) 904.3	582
CONTAC	T PERSON	Dolores Goble (Principal)	students 30	GRADE 5	_NUMBER OF TEACIE	ERS_3_
DATE OF	arrival _	Monday, December 2, 2019	DATE OF DEPARTU	IRE <u>Wedne</u>	sday, December	4, 2019
SITE ATT	ENDING	Pinecrest Conference Cente	COST PER S	TUDENT\$26	9.00 DAYS OF PROG	RAM_3_
1.	the contract parrival) a co	hall pay in full for 90% of the guaranteed period, whichever is greater. School shall mpleted Cabin List, and bring to camp a d under the age of 18.	provide Three Oaks C	Outdoor Science S	School (minimum two v	veeks prior to
2.	and for provi	cknowledges and accepts responsibility f ding a certificated employee to ride with y for its students from time of departure f hall provide at least one certificated emp	and supervise student rom school to arrival a	s on the bus. The at camp and from	school and district shall departure at camp to arr	retain ival back to school.
3.	have been m	cknowledges and agrees that final payme ade in advance. The Ranch will assess la lers will not be accepted as payment				
4.	signed contra	grees to remit a non-refundable but trans act on or before <u>9/1/2019</u> , or others ma 807,00 (10% of estimated total charges) 1.	y book the site and we	ek. The school a	nd/or its officials agree t	o pay an additional
5.		or its district cancels school's reservation ted charges unless the contract period is (95% of the
6.	TOOSS shall claims for da program.	l defend, indemnify and hold school, dist amages and injuries resulting from the ac	rict and their officers, is or omissions of TOC	agents, employed OSS and its office	s and students harmless rs, agents and employee	for any and all s with respect to the
7.	the parties h	ny restrictions or assignments contained i ereto and their respective representatives including any act of God, weather, fire o	successors and assign	s. The school is	responsible for payment	e to the benefit of in full for any
8.	if necessary,	es to take responsibility for behavior prob send a parent (or if parent refuses), othe all rules and regulations of the TOOSS.				
9.		offer one free campership (student fee) a be at a rate of \$175 per teacher over the s tend camp).				
<u> </u>		MO COM ED SIGNATURI: FOR SQUIOOL		TOOSS REPR	RESENTATIVE SIGNA	9/18/19 TURE
Christina		ociate Supt. Business Services August 6, 2 LI: (PLEASE PRINT) DATE	019	Paige Amid	on/Co-Owner E (PLEASE PRINT)	7/10/19 DATE



NAME OF	schoor_	Old River Elementary	DISTRICT	Downey Ur	rified School Dis	trict
ADDRESS	11	995 Old River School Rd. Down	ey, CA 90242	PHONE	(562) 904.356	1
CONTAC	t Person .	Caryn Jasich (Principal)	STUDENTS 125	GRADE _5_	NUMBER OF TEACHE	rs <u>7</u>
DATE OF	arrival	Monday, December 2, 2019 p	ATE OF DEPARTURE	Wednesda	ny, December 4,	2019
SITE ATT	ENDING_	Pinecrest Conference Center	COST PER STUDE	nt <u>\$269.00</u>	DAYS OF PROGRA	\м <u>3</u>
1,	the contrat arrival) a	I shall pay in full for 90% of the guaranteed not period, whichever is greater. School shall period, whichever is greater. School shall period to camp a situde under the age of 18.	ravide Three Oaks Out	door Science Sch	ool (minimum two w	eeks prior to
2.	and for proresponsibi	l acknowledges and accepts responsibility for oviding a certificated employee to ride with a lity for its students from time of departure fro I shall provide at least one certificated emplo	nd supervise students o m school to arrival at c	n the bus. The scl amp and from de	hool and district shall r parture at camp to arriv	etain val back to school.
3.	'have been	l acknowledges and agrees that final paymen made in advance. The Ranch will assess late orders will not be accepted as payment.	t is due in full <u>and pay</u> charges of 8% late fee	able upon arriva per day on any ba	lat the site unless oth alance still owing after	er agreements arrival date.
4.	signed con deposit of	l agrees to remit a non-refundable but transfe stract on or before <u>9/1/2019</u> , or others may \$3,362.00 (10% of estimated total charges y the school.	book the site and week	. The school and	or its officials agree to	pay an additional
5.		ool or its district cancels school's reservation nated charges unless the contract period is fil				95% of the
6.	TOOSS si claims for program.	nall defend, indemnify and hold school, distri damages and injuries resulting from the acts	ct and their officers, ag or omissions of TOOS	ents, employees a S and its officers,	and students harmless f agents and employees	or any and all with respect to the
7.	the partie	any restrictions or assignments contained in shereto and their respective representatives, so including any act of God, weather, fire or	uccessors and assigns.	The school is res	ponsible for payment i	
8.	if necessa	rees to take responsibility for behavior proble ry, send a parent (or if parent refuses), other : y all rules and regulations of the TOOSS.				
9.	teacher w	rill offer one free campership (student fee) an ill be at a rate of \$175 per teacher over the 30 attend camp).	d one free teacher for e /I ratio. "Teacher" inc	very 30 students. cludes teacher, aid	Each student is regulates or parents (that are	r fee and each necessary for the
2_	AUTIO	SUMO ONGO ON UZED SIGNATURE FOR SCHOOL		TOOSS REPRE	SENTATIVE SIGNAT	9/18/19
Christin		ssociate Supt. Business Services August 6, 2	019	Paige Amidon		7/10/19
	NAME/T	ITLE (PLEASE PRINT) DATE		NAMEZITLE	PLEASE PRINT)	DATE



NAME OF SCHOOL Rio San Gabriel Elementary DISTRICT Downey Unified School District
ADDRESS 9338 Gotham St. Downey, CA 90241 PHONE (562) 904-3567
CONTACT PERSON David Cid STUDENTS 100 GRADE 5 NUMBER OF TEACHERS 3
DATE OF ARRIVAL Monday, December 2, 2019 DATE OF DEPARTURE Wednesday, December 4, 2019
SITE ATTENDING Pinecrest Conference Center COST PER STUDENT \$269.00 DAYS OF PROGRAM 3
1. The school shall pay in full for 90% of the guaranteed number of students or for the number of students actually in attendance during the contract period, whichever is greater. School shall provide Three Oaks Outdoor Science School (minimum two weeks prior to arrival) a completed Cabin List, and bring to camp a signed (by parent or guardian) medication authorization and camp consent form for each child under the age of 18.
The school acknowledges and accepts responsibility for providing transportation of its students and teachers to and from science camp and for providing a certificated employee to ride with and supervise students on the bus. The school and district shall retain responsibility for its students from time of departure from school to arrival at camp and from departure at camp to arrival back to school the school shall provide at least one certificated employee who will remain at the site throughout the entire contract period.
3. The school acknowledges and agrees that final payment is due in full and payable upon arrival at the site unless other agreements have been made in advance. The Ranch will assess late charges of 8% late fee per day on any balance still owing after arrival date. Purchase orders will not be accepted as payment.
4. The school agrees to remit a non-refundable but transferrable deposit of \$750.00, concurrently with the execution and return of the signed contract on or before 9/1/2019, or others may book the site and week. The school and/or its officials agree to pay an additional deposit of \$2,690.00 (10% of estimated total charges) on or before 9/1/19. All deposits are to be applied to the total charges incurred by the school.
5. If the school or its district cancels school's reservation with less than ninety (90) days written notice, school shall pay 95% of the total, estimated charges unless the contract period is filled to TOOSS' satisfaction with another school.
6. TOOSS shall defend, indemnify and hold school, district and their officers, agents, employees and students harmless for any and all claims for damages and injuries resulting from the acts or omissions of TOOSS and its officers, agents and employees with respect to t program.
7. Subject to any restrictions or assignments contained in this agreement, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. The school is responsible for payment in full for any cancellation including any act of God, weather, fire or natural disaster, unless it's TOOSS that cancels.
8. School agrees to take responsibility for behavior problems that may occur on behalf of their students while on TOOSS campus, and wi if necessary, send a parent (or if parent refuses), other school official to remove said student from the premises. The school also agrees to abide by all rules and regulations of the TOOSS.
9. TOOSS will offer one free campership (student fee) and one free teacher for every 30 students. Each student is regular fee and each teacher will be at a rate of \$175 per teacher over the 30/1 ratio. "Teacher" includes teacher, aides or parents (that are necessary for the student to attend camp).
AUTHORIZED SIGNATURE FOR SCHOOL TOOSS REPRESENTATIVE SIGNATURE
Christina Aragon, Associate Supt. Business Services August 6, 2019 Paige Amidon/Co-Owner 7/10/19
NAME/TITLE (PLEASE PRINT) DATE NAME/TITLE (PLEASE PRINT) LATE:



NAME O	F SCHOOL	Gallatin Elementary	DISTRICT_	Downey	Unified School Dist	rict
ADDRES	s <u>951</u>	3 Brookshire Ave. Downey, CA	90240	PHONE _	(562) 904-3583	
CONTAC	T PERSON _	Katherine Estevez stut	DENTS80	GRADE	5_NUMBER OF TEACHER	s <u>2</u>
DATE O	ARRIVAL _	Wednesday, December 4, 2019	DATE OF DE	PARTURE _	Friday, December 6,	2019
SITE AT	rending	Pinecrest Conserence Center	COST PER STUD	ent <u>\$269</u>	DAYS OF PROGRA	м_3_
t.	the contract;	hall pay in full for 90% of the guaranteed nur period, whichever is greater. School shall pro impleted Cabin List, and bring to camp a sign d under the age of 18.	vide Three Oaks	Outdoor Scient	nce School (minimum two	weeks prior to
2.	and for prov	teknowledges and accepts responsibility for piding a certificated employee to ride with and y for its students from time of departure from that provide at least one certificated employer	supervise studer school to arrival	its on the bus at camp and	. The school and district shall from departure at camp to ar	l retain rival back to school.
3.	have been m	cknowledges and agrees that final payment is tade in advance. The Ranch will assess late ch ters will not be accepted as payment.	due in full <u>and</u> arges of 8% late	payable uno fee per day o	n arrival at the site unless on any balance still owing after	ther agreements er arrival date.
4.	signed contr	rigrees to remit a non-refundable but transferra act on or before <u>9/1/2019</u> , or others may be 2,152,00 (10% of estimated total charges) o the school.	ok the site and v	veck. The sch	ool and/or its officials agree	to pay an additional
5.		l or its district cancels school's reservation wi ted charges unless the contract period is filled				y 95% of the
6.		Il defend, indemnify and hold school, district amages and injuries resulting from the acts or				
7.	the parties i	ny restrictions or assignments contained in thi ereto and their respective representatives, suc I including any act of God, weather, fire or na	cessors and assig	ns. The scho	ool is responsible for paymen	
8.	if necessary	es to take responsibility for behavior problem , send a parent (or if parent refuses), other sch all rules and regulations of the TOOSS.				
9.	teacher will	offer one free campership (student fee) and one at a rate of \$175 per teacher over the 30/1 ttend camp).	one free teacher fratio. "Teacher"	for every 30 s includes tead	tudents. Each student is regu cher, aides or parents (that an	lar fee and each e necessary for the
(AUTHORI	ZED SIGNATURE FOR SCHOOL		TOOSS	REPRESENTATIVE SIGNA	9/18/19 NTURE
Christin		ociate Supt. Business Services August 6, 201	9		Amidon/Co-Owner	7/10/19
	NAME/TIT	LE (PLEASE PRINT) DATE			TITLE (PLEASE PRINT)	DATE

WHITE - Ranch Copy

GOLDENROD - School Copy



NAME OF SCHOOL_		Price Elementary	_DISTRICT_	Down	Downey Unified School District					
ADDRESS	·	9525 Tweedy Lane, Downey, Ca	1 90240		PHONE _	(562) 904.35	75			
CONTACT	T PERSON_	Mary Weyers (Principal) st	UDENTS _	100 GRADE	_5_N	UMBER OF TEACH	rs_3_			
DATE OF	ARRIVAL	Wednesday, December 4, 2019	DATE OF D	EPARTURE _	Friday,	December 6, 2	2019			
SITE ATT	ENDING	Pinecrest Conference Center	COST PE	R STUDENT	\$269.00	_DAYS OF PROGR	AM_3_			
1.	the contract arrival) a	I shall pay in full for 90% of the guaranteed nurest period, whichever is greater. School shall procompleted Cabin List, and bring to eamp a signific under the age of 18.	vide Three (Daks Outdoor S	cience Scho	oi (minimum two w	eeks prior to			
2.	and for pro	I acknowledges and accepts responsibility for poviding a certificated employee to ride with and lity for its students from time of departure from I shall provide at least one certificated employe	supervise st	tudents on the b rrival at camp a	us. The scho nd from dep	ol and district shall t arture at camp to arri	etain val back to school.			
3.	The school acknowledges and agrees that final payment is due in full and payable upon arrival at the site unless other agreements have been made in advance. The Ranch will assess late charges of 8% late fee per day on any balance still owing after arrival date. Purchase orders will not be accepted as payment.									
4.	The school agrees to remit a non-refundable but transferrable deposit of \$750.00, concurrently with the execution and return of the signed contract on or before 9/1/2019, or others may book the site and week. The school and/or its officials agree to pay an additional deposit of \$2,690.00 (10% of estimated total charges) on or before 9/1/19. All deposits are to be applied to the total charges incurred by the school.									
5.	If the school or its district cancels school's reservation with less than ninety (90) days written notice, school shall pay 95% of the total, estimated charges unless the contract period is filled to TOOSS' satisfaction with another school.									
6.	TOOSS shall defend, indemnify and hold school, district and their officers, agents, employees and students harmless for any and all claims for damages and injuries resulting from the acts or omissions of TOOSS and its officers, agents and employees with respect to the program.									
7.	Subject to any restrictions or assignments contained in this agreement, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. The school is responsible for payment in full for any cancellation including any act of God, weather, fire or natural disaster, unless it's TOOSS that cancels.									
8.	School agrees to take responsibility for behavior problems that may occur on behalf of their students while on TOOSS campus, and will, if necessary, send a parent (or if parent refuses), other school official to remove said student from the premises. The school also agrees to abide by all rules and regulations of the TOOSS.									
9.	teacher w	vill offer one free campership (student fee) and ill be at a rate of \$175 per teacher over the 30/1 attend camp).	one free tead ratio. "Tea	ther for every 3 cher ⁿ includes t	0 students. I leacher, aide	Each student is regul s or parents (that are	ar fee and each necessary for the			
_ 0	we	Massarl court		N	<i>\</i>	7	9/18/19			
Christia		RIZED SIGNATURE FOR SCLOOL Associate Supt. Business Services August 6, 20	10	T00	SS REPRES	ENTATIVE SIGNA	TUKE			
		TITE OF FASE PRINTS DATE				Co-Owner	7/10/19			



NAME OF	FSCHOOL	Unsworth El	ementary	_DISTRICT	Downe	y Unified	School Di	strict	
ADDRES!	s	9001 Lindsey Ave	., Downey, CA	90240	PHON	IE	<u>562) 904.3</u>	1576	
CONTAC	t Person	Kelly Rush-Beck	er (Principal)	STUDENTS 6	0 GRADE	5NUM	IBER OF TEA	CHERS 3	
DATE OF	ARRIVAL	Wednesday, Dece	mber 4, 2019	DATE OF DEPA	ARTURE	Friday, De	cember 6	2019	
SITE ATT	TENDING	Pinecrest Confere	ence Center	COST PER S	STUDENT	\$269.00	DAYS OF PRO	DGRAM_3_	
1.	the contract p arrival) a cor	all pay in full for 90% of t eriod, whichever is greate npleted Cabin List, and br under the age of 18.	r. School shall provide	Three Oaks O	utdoor Scienc	e School (min	imum two wi	eks prior to	
2.	The school acknowledges and accepts responsibility for providing transportation of its students and teachers to and from science camp and for providing a certificated employee to ride with and supervise students on the bus. The school and district shall retain responsibility for its students from time of departure from school to arrival at camp and from departure at camp to arrival back to school. The school shall provide at least one certificated employee who will remain at the site throughout the entire contract period.								
3.	The school acknowledges and agrees that final payment is due in full and payable upon arrival at the site unless other agreements have been made in advance. The Ranch will assess late charges of 8% late fee per day on any balance still owing after arrival date. Purchase orders will not be accepted as payment.								
4.	signed contra	grees to remit a non-refund et on or before <u>9/1/2019</u> <u>614.00</u> (10% of estimat ne school.	or others may book	the site and wee	k. The schoo	I and/or its off	icials agree to	pay an additional	
5.	If the school or its district cancels school's reservation with less than ninety (90) days written notice, school shall pay 95% of the total, estimated charges unless the contract period is filled to TOOSS' satisfaction with another school.								
6.	TOOSS shall defend, indemnify and hold school, district and their officers, agents, employees and students harmless for any and all claims for damages and injuries resulting from the acts or omissions of TOOSS and its officers, agents and employees with respect to the program.								
7.	Subject to any restrictions or assignments contained in this agreement, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. The school is responsible for payment in full for any cancellation including any act of God, weather, fire or natural disaster, unless it's TOOSS that cancels.								
8.	School agrees to take responsibility for behavior problems that may occur on behalf of their students while on TOOSS campus, and will, if necessary, send a parent (or if parent refuses), other school official to remove said student from the premises. The school also agrees to abide by all rules and regulations of the TOOSS.								
9.	TOOSS will teacher will I student to att	offer one free campership to at a rate of \$175 per tea end camp).	(student fee) and one cher over the 30/1 rati	free teacher for o. "Teacher" in	every 30 stud icludes teachs	lents. Each stu er, aides or pan	ident is regula ents (that are r	r fee and each necessary for the	
2		MA OVOCE ED SIGNATURE FOR SI	HOOL		TOOSS RE	PRESENTA	IVE SIGNAT	9/18/19 UKE	
Christina		ciate Supt. Business Service. LE (PLEASE PRINT)	DATE			nidon/Co-Ov TLE (PLEASE		7/10/19 DATE	

WHITE - Ranch Copy

GOLDENROD - School Copy



BARNES HAZMAT, INC.

13249 Louvre St. Pacolma, CA 91331 (877) 600-MSDS (818) 899-3930 fax (818) 899-6580 www.barneshazmat.com

CUSTOMER SERVICES AGREEMENT

This Service Agreement, which includes any exhibits attached to it, is made as of the date shown below by and between <u>Downey Unified School District</u> with offices at <u>11627 Brookshire Ave. Downey, CA 90241</u>, and Barnes HazMat, Inc. (hereinafter referred to as "BHM") with offices located at 13249 Louvre St., Pacoima, CA 91331.

WHEREAS, Customer has certain waste materials, hereinafter referred to as "Wastes", and wishes the Wastes treated and the residues disposed;

WHEREAS, BHM is willing to provide certain services described below in accordance with the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES PROVIDED

BHM will provide customer with analytical, collection, management, transportation, disposal and/or recycling services for waste materials generated by Customer described in Waste Profile sheets (Profile Sheets) attached hereto. Customer warrants that the Profile Sheets contain true and correct descriptions of the Waste Materials, such Waste Materials will conform to this description and that you have all necessary authority to enter into this Agreement with regard to such Waste Materials.

Unless otherwise agreed, BHM shall deliver to Customer shipping papers, manifests, and labels of Wastes in accordance with all applicable requirements of all Federal, State and local statutes, regulations, and ordinances.

If the Waste Materials do not conform to the descriptions in the Profile Sheet (Non-Conforming Waste), BHM can, at its option, return them to customer or require customer to remove and dispose of the non-conforming waste at its expense, and reimburse BHM for any expenses it has incurred. In the event BHM performs services on customer's premises, customer shall provide BHM with a safe workplace, and if BHM requests that work areas be secured, customer will be solely responsible for securing such work areas and for preventing anyone other than BHM's personnel from entering the designated work areas. Customer shall provide satisfactory roadways and approaches to the point of loading.

BHM will provide customer with Certificates of Tracking for each shipment of Waste Materials and with Certificates of Disposal, where available.

2. TITLE TO WASTES

BHM shall not accept title to Wastes by virtue of providing any field services to the Wastes or by any incidents of non-conforming wastes.

3. INDEMNIFICATION

Customer agrees to indemnify, save harmless and defend BHM from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) which BHM may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by (i) Customer's breach of any term of provision of the Agreement; (ii) the failure of any warranty of the Customer to be true, accurate and complete; or (iii) any negligent, intentional or willful act or omission of Customer or its employees or agents.

BHM agrees to indemnify, hold harmless and defend Customer, its officers, directors, shareholders, agents, employees and affiliates, from any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by (i) BHM's breach of any term or provision of this Agreement; (ii) the failure of any warranty of BHM to be true, accurate and complete; or (iii) any negligent, intentional or willful act or omission of BHM or its employees, subcontractors or agents.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice of the claim within a reasonable period following the event or occurrence and identify the basis of the indemnification asserted; and (ii) allow the other party (including its employees, agents, insurers and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, physical evidence and chemical analyses and taking such other steps as may be necessary to preserve evidence of the event or occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming such right shall forfeit that right and assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

4. FEES

Customer agrees to pay fees in accordance with the payment terms of BHM's invoice. Customer agrees to pay interest on any past due amounts at 1½ % per month or the maximum rate allowed by law, whichever is less. BHM may increase its fees from time to time to reflect changes in regulations, taxes, the CPI, disposal fees and fuel prices. BHM will notify you in writing of fee increases before they go into effect. Customer can accept fee increases verbally, in writing or by your actions, such as your request for services under this Agreement after being notified of a fee increase.

Fees not to exceed \$12,000.00 dollars during specified contract period without written authorization from Customer.

5. CONFIDENTIALITY

- a. In connection with the business arrangement between BHM, Customer agrees to provide BHM with confidential information relating to customer and the Waste Materials generated by said customer (Confidential Information) necessary for BHM to provide services under this Agreement in accordance with applicable law
- b. BHM agrees to restrict access to Confidential Information to a limited number of its employees who require such information for reasons related to this Agreement. BHM agrees to advise the individuals to whom we provide Confidential Information that they are bound by the terms of this Agreement. BHM agrees not to discuss Confidential Information with anyone outside of this group of employees. Furthermore, BHM agrees to refrain from using the Confidential Information in such a manner as to interfere with the Customer's business relationships.
- c. Information (a) within the public domain, other than as a result of a breach of this Agreement; (b) known to us prior to this Agreement; or (c) disclosed by a third party who has not thereby breached a confidentiality obligation to Customer will not be considered confidential.
- d. Unless specifically amended or terminated by a definitive agreement executed by the parties, the confidentiality obligations stated herein shall remain in full force and effect during the terms of this Agreement and for one (1) year thereafter.

6. MISCELLANEOUS

This Agreement will be governed by the laws of the state in which services are performed, and is binding on the successors and assigns of both parties.

BHM is to be entitled to recover our reasonable attorneys' fees and court costs in enforcing this Agreement. This Agreement supersedes any prior Service Agreements between

the parties for locations and services covered by this Agreement. The terms and conditions appearing on your purchase orders or other form order documents shall be null and void to the extent that they conflict with the terms and conditions contained herein.

7. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement, or its breach, the parties shall attempt to resolve such dispute through the dispute resolution procedures set forth herein ("Resolution Procedures"). If any dispute arises under this Agreement, either party may notify the other in writing of the existence of such dispute and the commencement of the Resolution Procedures. Within 20 business days after receipt of the commencement notice the parties shall conduct a hearing at a mutually agreed upon location and time.

The hearing shall be conducted before a hearing panel of one of your senior executives and one of our senior executives ("Hearing Executives"). During the hearing each party shall present its position, and each party shall be entitled to a rebuttal. The Hearing Executives will reach agreement on the order of presentations and other procedural issues regarding the hearing. At the conclusion of the hearing, the Hearing Executives shall meet to attempt to resolve the dispute. The Resolution Procedures shall be deemed terminated if the parties have not executed a written settlement of the dispute on or before the tenth (10th) business day following the conclusion of the hearing and the parties shall thereafter be free to take such further action as they deem appropriate with regard to the dispute. Unless a written settlement is executed, any promises or agreements made by the parties at the hearing shall not be binding on the parties. All discussions, offers, promises, statements or conduct made in the course of the Resolution Procedures are privileged, confidential, inadmissible and not discoverable for any purpose.

8. NO CONSEQUENTIAL DAMAGES

of the parties on September 3, 20, 19.

IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives

Barnes HazMat., Inc. Digitally signed by Eric Barnes DN conclict Barnes, on Barnes HazMat, Inc., ou, emailer(pbarnes)tarractom, co-US Date: 2019-09-0312-00-22-07-00	[Customer]Signature
Eric Barnes / Vice President	Christina Aragon, Associate Superintendent
Printed Name and Title	Printed Name and Title
9/3/19	October 8, 2019
Date	Date

Downey USD Price Matrix

Transportation and Disposal Rates (Rates to remain in effect through June 30, 2020)

Date: July 10, 2019

			.			,						
						Per Dru	Per Drum Price (T&D)	(0%)	•	Other Ur	Other Unit (T&D)	
Price Code	Category	Туре	Method	TSDF	Вох	55	30	15	5	Other Unit	Transport	Comments
	Bulk Wastes											
B01	Acid, Inorganic Liquids	Bulk	Treat	US Ecology		\$325	\$250	\$195	\$145			<30% conc. <1% metals
B02	Alkaline, Inorganic Liquids (Ammonia <10%)	Bulk	Treat	US Ecology		\$325	\$250	\$195	\$145			
B03	Aqueous Solution-RCRA	Bulk	Fuel	PRR		\$250	\$200	\$130	06\$			
B04	Non-RCRA Liquids	: Bulk	Recycle	FRS		\$175	\$160	\$140	\$95			
805	Non-RCRA Solids/Debris	- Bulk	Recycle	FRS	\$550	\$175	\$160	\$140	\$95			
B06	Paint Sludge-Flammable (>3* sludge, No Debris)	Bulk	Fuel	PRR		\$250	\$195	\$150	\$90			
B07	PCB Ballasts	Bulk	Recycle	Lighting Resources						\$0.80/lb.	Included	\$50.00/drum min. charge
B08	Photochemicals	Bulk	Recycle	PWR		\$175	\$125	\$75	\$25			
B09	RCRA Solids/Debris-Heavy (>200 lbs /55 gal. drum)	: Bulk	Incin	Heritage								Case by Case
B10	RCRA Solids/Debris-Lightweight (<200 lbs./55 gal. drum)	Bulk	Incin	Heritage		\$395	\$350	\$250				Case by Case
B11	Solvent-Chlorinated	Bulk	Fuel	PRR		\$290	\$225	\$150	\$95			
B12	Solvent-Flammable (<10% Water, <3" sludge)	Bulk	Fuet	PRR		\$175	\$150	\$125	\$90			
B13	Empty drums	Bulk	Recycle	внм		\$25	\$25	\$15				
	Commodity Packs											
CP1	Paints/Flammable Liquids (1 gal5 gal. inner containers)	СЬ	Fuel	PRR	\$775	\$275	\$210	\$150				Cu. Yd. box max, weight 750 lbs. (\$0.70/b, over 750)
CP2	Paints/Flammable Liquids (ptsqts. Inner containers)	Cb 	Fuel	PRR	\$895	\$290	\$22\$	\$175				Cu. Yd. box max. weight 750 lbs. (\$0.70/b. over 750)
СРЗ	Non-RCRA Liquids/Solids (< 5 gal. size, inner containers)	CP	Recycle	FRS	\$650	\$210	\$210					
CP4	Blology Specimens	පු 	Indin	Heritage		\$550	\$400					Max. weight 200 lbs /drum (\$2.10/lb. over 200)

Quote 0719-01 Exhibit A

Downey USD Price Matrix

Transportation and Disposal Rates (Rales to remain in effect through June 30, 2020)

Date: July 10, 2019

						Per Dru	Per Drum Price (T&D)	(Q\$		Other Unit (T&D)	וו (תאד)	
Price Code	Category	Туре	Method	TSDF	Вох	55	30	15	- 5	Other Unit	Transport	Comments
	Lab Packs											
LP1	Lab Packs-Non-Reactive	i LP	Incin	неѕ/сн		\$550	\$450	\$260	\$180			Max. weight 150 lbs./drum (\$3.00/lb. over 150)
LP2	Lab Packs-Reactive	an !	Incin	нез/сн					\$250			Case by Case
гьз	Lab Packs-Reactive Alkali metals	T.	Incin	нез/сн					\$595			Case by Case
LP4	Lab Packs-Flammable Liquids	da i	Fuel	PRR		\$295	\$275	\$225	\$125	-		
LP5	Lab Packs-Mercury compounds	LP	Recycle	ТВО								Case by Case
	Universal Wastes											
UW1	Aerosols	<u>გ</u>	Recycle	ВНМ		\$295	\$225	\$125	\$50			
ZWN	Mercury Artides	ტ 	Recycle	ВНМ				\$275	\$150			Universal Waste
SW3	Batteries-Alkaline Dry Cell	Bulk	Recycle	ВНМ					•	\$1.40/lb.	Included	
UW4	Batteries-Automotive	Bulk	Recycle	ВНМ						\$5.00/ea.	Included	
UWS	Batteries-Lead Acid, sealed	Bulk	Recycle	ВНМ						\$0.60/lb.	Included	
0.W.G		Bulk	Recycle	ВНМ						\$3.50/lb.	papripul	
CW2	Batteries-NI Cad	Bulk	Recycle	ВНМ						\$0.95/lb.	Included	
UWB	Batteries-Mixed	, Bulk	Recycle	ВНМ						\$1.40/lb.	Included	
CWB	Batteries-Lithium Reactive	Bulk	Recycle	внм						\$7.00/lb.	Included	
UW10	Fluorescent Lamps-straight	Bulk	Recycle	внм						\$40/box	Included	<40lamps/box
UW10b	Fluorescent Lamps-straight	Bulk	Recycle	внм						\$70/box	Included	<90lamps/box
UW11	Fluorescent Lamps-HID	Bulk	Recycle	внм						\$2.00/ea.	Included	
UW12	Fluorescent Lamps- U tube/Compact/Biax	Bulk	Recycle	внм						\$0.75/ea.	Included	
UW13	E-Waste (Non PCB Ballasts)	Bulk	Recycle	ВНМ						\$0.75/lb.	Included	

Barnes HazMat, Inc.

Page 2 of 3

Quote 0719-01 Exhibit A

Bames HazMat, Inc.

Downey USD Price Matrix

Date: July 10, 2019

	7	LABOR				
Chemisthr.	0.2\$	3 hour minimum	- HUMI	-		
Technicantir.	8		•		•	
Mobilization/person	\$75	No charge	No charge for drum pickup only	ckin only		
Pickup charge-single stop/ea	230			•••	•••	
Pickup charge-additional stops/ea	\$25					
HazCat Analysts/ea	\$25		•			
Manifest preparation feelea.	\$10		_			
Lab pack reventory/drum	\$10		•	-		
Waste Profile/ea.	ည		-			
E-Manifest fee/ea	\$2\$					
-						
	MA	MATERIALS				
Item	Sgal.	15-20 gal.	30 gal.	55 gal	16g 28	ыцо
Steel Drum (Open Top)	욻		360	\$60	\$175	
Steel Drum (Closed Top)			\$60	\$60		
Steel-Drum-Non UN or Used			\$25	\$25		
Poly Drum (Open top)	OZ\$	\$40	240	\$50	\$195	
Poly Drum (Closed top) Record	250	\$25	\$2\$	\$25		\$17500
Fiber Box-Cu Yd						\$800
Fiber Drum	\$2\$	\$35	\$35	\$40		_
Vermiculite/bag						\$30 00
Level C PPE/person/day						\$25.00
PIH exemption box						\$3000
Poly jar-gal.						83.50
Poly jar-qt.						\$200
Poly jar-pt.			:			\$1.75
				_		

Salesforce.org San Francisco, CA 94105 ORDER FORM for Downey Unified School District
Proposal Number: P-00375295
Approved

Proposed by: Shaheen Sharif DUSD Agreement No. 201920-114

ORDER FORM

Address Information

Bill To: 11627 Brookshire Avenue Downey, CA 90241 US

Billing Company Name: Downey Unified School District Billing Contact Name: Roger Brossmer

Billing Email Address: rbrossmer@dusd.net

Ship To: 11627 Brookshire Avenue Downey, CA 90241 US

Billing Phone: Billing Fax:

Billing Language: English

Terms and Conditions

Related Contract*: 02225103 Start Date*: 10/15/2019 Contract End Date*: 6/30/2022 Payment Method: Payment Terms: Net 30 Billing Frequency: Annually

Products

Product	Order Start Date*	Order End Date*	Order Term (months)*	Monthly Price+	Quantity	Total Price
Lightning Sales Cloud - Unlimited Edition	10/15/2019	6/30/2022	32.53	USD 68.40	30	USD 66,751.56
					То	tal: USD 66,751.56

⁺ The Monthly Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly Price displayed above, and are the true and binding totals for this order.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

Contract Purchase and Pricing Conditions

The following applies to any terms included in the "Contract Purchase and Pricing Conditions" section of this order form: the Product Specific Terms (PST) below apply to Customer's subscription for the Services, provided that (i) all references to actions to be carried out by Salesforce.com below, will be interpreted to mean that Salesforce.org will cause Salesforce.com to take such actions; (ii) all rights of, and protections that apply to Salesforce.com (including limitations of liability, indemnities, and disclaimers, and the like) in this PST will apply equally to Salesforce.org, and (iii) IN NO EVENT WILL SALESFORCE.COM HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER UNDER THIS ORDER FORM.

Invoicina Schedule

Notwithstanding anything to the contrary in the Master Subscription Agreement or any other Order Form, Customer agrees that Salesforce.org will provide one invoice in advance to Customer for each of the following terms based on the Order Start Date of (10/15/2019)

10/15/2019 - 6/30/2020 - \$18,424.80 7/1/2020 - 6/30/2021 - \$25,920.00 7/1/2021 - 6/30/2022 - \$25,920.00

[•] if this Order Form is executed and/or returned to Salesforce.org by Customer after the Order Start Date above, Salesforce.org may adjust these terms, without increasing the Total Price, based on the date Salesforce.org activates the products above.

Thereafter, any renewals of subscriptions ordered under this Order Form shall be invoiced annually in advance and shall be for a minimum one-year order term. Payment of each invoice shall be due net 30 days from the invoice date.

Legal Special Term

If Customer receives its funding for this multi-year Order Form through a State budget appropriations process, Customer shall seek sufficient appropriations for each year of this Order Form. If Customer provides written evidence satisfactory to <u>Salesforce.org</u> that (i) it receives its funding this multi-year Order Form through a State budget appropriations process, and (ii) he appropriate legislative body falls to appropriate funds for the remaining annual terms of this Order Form for the Services that are subject to the non-appropriation of funds, then Customer may terminate the affected Services under this multi-year Order Form and have no further obligation under this Order Form for the affected Services beyond full payment of fees through the end of the then-current annual term. In no event may Customer terminate the affected Services if funds previously appropriated for any year during this Order Form are subsequently revoked in that same year. Customer shall promptly advise <u>Salesforce.org</u> in the event that it ceases to be governed by a State budget appropriations process.

Lightning Sales Cloud - Unlimited Edition

Customer's use of this product is subject to the following restrictions:

http://www2.sfdcstatic.com/assets/pdi/misc/tightning-contractual-restrictions.pdf. Customer understands that the foregoing functionality restrictions are contractual in nature (i.e., these restrictions are not enforced in the Services as a technical matter) and therefore agrees it is responsible for monitoring its Users' use of such subscriptions and for enforcing such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Services.

Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

The following terms shall govern all of Customer's use of the Scratch Orgs functionality, whether provisioned pursuant to this or another Order Form. Scratch Orgs are for testing and development use only, and not for production use. As part of its system maintenance, SFDC will periodically delete any Scratch Org, including any associated data or Active Scratch Objects, as set forth in the Documentation. Deletion of an active Scratch Org subscription; if an active Scratch Org is deleted during Customer's Scratch Org subscription term, Customer may create a new active Scratch Org. Creation of new active Scratch Orgs count towards the daily scratch org limits set forth in the Documentation. Any representations, warranties and covenants in the Customer's MSA regarding log retention, back-ups, disaster recovery, and return and deletion of data shall not apply to Scratch Orgs.

SFDC may offer Customer access to Einstein features via the Services. Customer's use of the Einstein features shall be subject to the Order Form Supplement for Einstein features available at https://www.salesforce.com/company/legal/agreements.jsp ("Supplement") which is hereby made part of this Order Form. Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an in-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. Instructions for enabling/disabling each Einstein feature in any instance are outlined in the Documentation here:

https://helo.salesforce.com/apex/i-fTV/iewSolution?uriname=Einstein-Enable-Disable&language=en_US The functionality of the Einstein features shall not be considered a material component of the Services being provisioned herunder. The Einstein features are not available to some customers, including Government Cloud as stated in the Documentation.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?	
Please Select: (Customer to Complete)	
[] No	
[]Yes.	
If yes, please complete the following:	
PO Number:	
PO Amount:	

This 'Order Form Is governed by the terms of the Salesforce.org Master Subscription Agreement found at http://www.salesforce.org/master-subscription-agreement/, unless (i) Customer has a written master subscription agreement executed by Salesforce.org for such Services as referenced in the Documentation, in which case such written Salesforce.org master subscription agreement will govern or (ii) otherwise set forth herein. Salesforce.org may reject this order form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match the rest of the Order Form. Subscriptions are non-cancelable before their Order End Date.

Signature Block

Signature:
Name:
Title:
Date:

Downey Unified School District

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

SERVICE AGREEMENT Agreement No. 201920-119

bet an	IIS AGREEMENT made and entered into this 21 of August, 2019 by and tween Pearson, hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide Pearson Digital Assessment Library PLUS for Special Education psychoeducational
	assessments for 2019-20 school year.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$55,539.00, not to exceed \$55,530.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins September 1, 2019 and will terminate on or before August 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

the performance of the work of the Agreement.

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

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School	District
Service Agreement No.	201920-119

Page 2 of 4

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

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

Downey Unified School (District
Service Agreement No.	201920-119

Page 3 of 4

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

DISTRICT

SERVICE PROVIDER

NCS Pearson Inc.

Downey Unified School District	Name:	NCS Pearson Inc.				
Business Services	Proforma Invoice 51983					
11627 Brookshire Ave.	Dept.: Address:	P.O. Box 599700				
Downey, CA 90241		San Antonio, TX 78259				
Contact: Debbie Black	Contact:					
	(562)469-6521/dblack@dusd.net Phone/email: 1-800-627-7271					
IN WITNESS WHEREOF, this Agreemer named parties, on the date indicated belo	ow:	cepted and agreed by the below VICE PROVIDER				
BIO TRIOT	54. ,					
DOWNEY UNIFIED SCHOOL DISTRICT						
	1 -					
Signature	•	alure				
Print Name: Christina Aragon	Pri	nt Name: Dan Merrill				
Print Title: Associate Superintendent Business Services	Pri	nt Title: VP of Sales				
Date:	Dat	e: <u>8-30-19</u>				
District use only below line						
Account Number to be Charged 01.0	-33100.0-500	10-31200-5815-7430000				
Patricia G. Sandoval-Director of Spec	ial Education					
Name and Title of Site Administrator-Ple	ase print	<i>a</i>				
(O) N(J)		9-12-19_				
· Signature of Site Administrator		Date				
Signature of Program Director ONLY IF	using categori	cal funds Date				
Downey Unified School District Service Agreement No. 201920-119		Page 4 of 4				

DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANTSERVICES 201920-121

This A	AGREEMENT is made and entered into this, 23	<u>3rd</u> day	of, July	_20 <u>19</u>
betw	veen the Downey Unified School District ("DIS	TRICT") and		
Enrique Ayala , ("CONSULTANT), to provide				
servic	ces under the direction of:			
В	Blanca Rochin	Downey Adult S	chool	
(Print	ted NameAdministrator Site/Department) (Si	ite/Department)		
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the following and places mutually acceptable to DISTRIC CONSULTANT services will include the following needed)	T and CONSUL	TANT.	
	Instruction for Ultimate Challenge Workout cla	asses		
2.	LOCATION OF PERFORMANCE/SERVICE PERIOD OF AGREEMENT This Agreement is effective 07/01/2019 06/30/2020 inclusive. CONSULTANT	and will b	e complete	
	fully reserves the right to cancel this agreem services due to non-availability or non-appropri	ent at any time	and/or to I	
5.	CREDENTIAL			ਜ਼ਿ
	Does service provided require a credential, ce	rtificate, or perm	it? □Yes	₩O
	Have you ever paid into or are you a retiree of	CalSTRS?	□Ye	s 国No
	If Yes and service requires a credential, certific hired as an employee, paid through District parallel fingerprint clearance. Contact Certificated Pobeginning services. Individual may be responsitions in the public-school system except: pupil-to-teacher ratio, or (2) to provide one-or or for underprivileged students. (California Ed 88033.)	yroll, subject to versonnel for an nsible for the co yed after retirent (1) as an aide in n-one instruction	vithholding application st of finger nent in clas n a class wi n in a reme	and n prior to rprinting. ssified ith a high dial class

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 \$_7,000.00 _____ 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. <u>Professional Liability Insurance</u> in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- b. <u>General Liability Insurance</u> in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.
 - (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. <u>Automobile Liability Insurance</u> 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.

Agreement for Independent Consultant Services 4|Page

DISTRICT and shall constitute the ent services to be provided to DISTRICT	nent shall incorporate CONSULTANT'S proposal to ire agreement between the parties relating to the by CONSULTANT as specified in section one. by the parties' written mutual agreement.
Enrique Ayala Consultant Name	Downey Unified School District
	Mustana Magan
Signature	Christina Aragon Associate Superintendent
	October 8, 2019
Taxpayer ID no. or Soc. Sec. Number	Date Date
Street Address	Downey Unified School District 11627 Brookshire Ave.
	Downey, CA 90241 (562) 469-6520
City, State, Zip Code	(302) 403-0020
August 21, 2019	
Date	
District us	se onlybelow line
Account Number to be Charged: 11.0-063	$n \left(J \left(J \right) \right)$
Blanca Rochin, Principal	Tranen Coca: 8/21/19
Name and Title of Site Administrator-Pleas Date:	
If using categorical funds, forward this agree approval before sending to Business Servi	eement to appropriate Program Director for ices.
Signature of Program Director Da	Financial Services (verify acct.#)
Agreement for Independent Consultant	t Services Rev.06/21/18

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

SERVICE AGREEMENT Agreement No. 201920-123

oei an	IIS AGREEMENT made and entered into this 29th of August , 2019 by and tween PEBSAF **See Full Name Below**, hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
i .	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. **Consultant Name: Parent Education Bridge for Student Achievement Foundation**
	Providing a Parent Workshop on "Cyber Safety and Good Use of the Internet"
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$399.00, not to exceed \$399.00 for the services.
•	SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 09/12/2019 and will terminate on or before 09/12/2019 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

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

Downey Unified School District	
Service Agreement No. 201920-123	

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

Name:

Dept.:

Address:

SERVICE PROVIDER

Parent Education Bridge for Student

Achievement Foundation

P.O. Box 5171

DISTRICT

Business Services

11627 Brookshire Ave.

Downey Unified School District

Downey, CA 90241		Whittier, CA 90607-5171
Contact: Debbie Black	Contact:	David Marquez, Director
(562)469-6521/dblack@dusd.net		714-494-9270
IN WITNESS WHEREOF, this Agreement named parties, on the date indicated below	it has been ac	
DISTRICT	SER	RVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	PEB	BSAF
Christian I mount		4-16
Signature	Sign	pature
Print Name: Christina Aragon	Prin	nt Name; David Marquez
Print Title: Associate Superintendent Business Services	Prin	nt Title: Director
Date:	Date	te: · <u>8/29/19</u>
District use	only below lir	ine
Account Number to be Charged 01.0-301	00.0-11100-1000	000-5804-1090000
Veronica Lizardi, Ed.D., Director, Instructional So		
Name and Title of Site Administrator-Ple		•
M. Moch (h).		8/30/19
Signature of Site Administrator		Date
(1): man (U).		8/30/19
Signature of Program Director ONLY IF	using categoric	ical funds Date
Downey Unified School District Service Agreement		Page 4 of 4



Parent Education Bridge for Student Achievement Foundation

Mailing Address: P.O. Box 5171, Whittier, CA 90607

Phone: (714) 494-9270

Email: ParentEducation@PEBSAF.org

www.PEBSAF.ORG

IRS Tax Identification: 300603052

School: Price Elementary School

Service Quote Date: 08/29/2019

Workshop Series: 1 parent workshop

Requested by:

Ms. Katherine Pavidis, School Vice Principal

Email: kpavidis@dusd.net

Phone:

562 904-3575 x 2890 Fax: (562)469-7180

This agreement is entered between Parent Education Bridge for Student Achievement Foundation and

School: Price Elementary School

Address: 9525 Tweedy Lane, Downey, CA 90240

District: Downey Unified School District

of workshops to be presented: 1 Language: English Fee-for-service: \$399

Important:

- ✓ PEBSAF will assist the school in promoting and inviting (outreach) parents to the sessions.
- ✓ School will provide contact information in order for PEBSAF to invite the parents to the workshops.
- ✓ School will provide translation services, if necessary.
- ✓ School will provide a <u>Purchase Order or Board approved documentation</u> prior to the first workshop to be presented.



Parent Education Bridge for Student Achievement Foundation

Mailing Address: P.O. Box 5171, Whittier, CA 90607

Phone: (714) 494-9270

Email: ParentEducation@PEBSAF.org

www.PEBSAF.ORG

IRS Tax Identification: 300603052

School: Price Elementary School Service Quote Date: 08/29/2019

Workshop Series: 1 parent workshop

Ms. Katherine Pavidis, School Vice Principal Requested by:

Email: kpavidis@dusd.net

562 904-3575 x 2890 Fax: (562)469-7180 Phone:

	Language	Date	Time
Cyber safety and good use of the Internet	English	9/12/2019	5:30 P.M.
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Approval by:	Title:	_ Date:
	110	

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

(Microsoft Affiliate to complete)
Premier Support Services
Number
(Microsoft Affiliate to complete)
Schedule Number

RK02199-249453-294502 001453961 Ren-001499577

This Schedule is made pursuant to the Microsoft Premier Support Services Description Identified above (the "Services Description") between Microsoft Corporation ("Microsoft") and the Customer ("Customer"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. The terms of the Agreement, Services Description and any related Schedules and Exhibits shall apply and supersede the terms and conditions contained in any purchase order. By signing below the parties acknowledge and agree to be bound to the terms of the Services Description and this Schedule.

By signing below the parties acknowledge and agree to be bound to the terms of the Services Description.

Customer	Microsoft Affiliate	
Name of Customer (please print) Downey Unified School District	Name Microsoft Corporation	
Signature Ovoice	Signature Ginu Anderson	
Name of person signing (please print)	Name of person signing (please print) Gerice Anderson	
Date 09 05 19	Date 9/6/2019	

Term	
This Schedule will commence on 9/26/2019 (the "Co	mmencement Date") and will expire on 9/25/2020 (the "Expiration
Date")	·

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

Services Summary	TOTAL Price (US\$)
Country: United States	\$161,938
CONTRACTOR SERVICE	
Total	\$161,938

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

(Microsoft Affiliate to complete)
Premier Support Services Description
Number
(Microsoft Affiliate to complete)
Schedule Number

RK02199-249453-294502
001453961
Ren-001499577

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description") between Microsoft Corporation ("Microsoft") and the Customer ("Customer"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. The terms of the Agreement, Services Description and any related Schedules and Exhibits shall apply and supersede the terms and conditions contained in any purchase order. By signing below the parties acknowledge and agree to be bound to the terms of the Services Description and this Schedule.

By signing below the parties acknowledge and agree to be bound to the terms of the Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) Downey Unified School District	Name Microsoft Corporation
Signatura Ovocom	Signature
Name of person signing (please print)	Name of person signing (please print)
Date 09 05 19	Date

Term
This Schedule will commence on 9/26/2019 (the "Commencement Date") and will expire on 9/25/2020 (the "Expiration
Date")

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

Services Summary	TOTAL Price (US\$)		
Country: United States	\$161,938		
Total	\$161,938		

b. Services by Support Location

Description of Services (Premier Standard)

- Up to 230 hours for Support Account Management
- Up to 294 hours for Support Assistance
- Up to 120 hours for Problem Resolution
- 2 (Two) TAM onsite

2. CUSTOMER CONTACTS

a. Premier Customer Technical Named Contacts: Any subsequent changes to the Technical Named Contacts should be submitted to the Services Resource.

CSM Name: Chris Nezzer	
Address: 11627 Brookshire Ave Downey California 90241-4911 United States	
Phone: 562-469-6521	
Email: cnezzer@dusd.net	
Facsimile: ()	

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

SERVICE AGREEMENT Agreement No. 201920-125.

be an	IIS AGREEMENT made and entered into this 11 of June, 2019 by and tween Sea Change Therapy, hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description, SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide OT services to students in TK-12
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$76,800, not to exceed \$80,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins August 12, 2019 and will terminate on or before June 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

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

Downey Unified School	District
Service Agreement No.	201920-125.

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

Name:

Dept.:

Address:

DISTRICT

Business Services

11627 Brookshire Ave.

Downey Unified School District

SERVICE PROVIDER

Sea Change Therapy

4902 Scott Street

Torrance, Ca 90503

info@seachangetherapyca.com

Downey, CA 90241			Torrance,	Ca 90503	
Contact: Debbie Black		Contact:	Katie Diar	nond	
(562)469-6521/dblack@	dued net	Phone/email:	(310)619-	6220	
(302)403-032170018CA(W	dusa.net	r monereman.	·		
IN WITNESS WHEREOF named parties, on the da	this Agreemer te indicated belo	nt has been ac ow:	cepted ar	nd agreed by the below	
DISTRICT	DISTRICT SERVICE PROVIDER				
DOWNEY UNIFIED SCHOOL DISTRICT Sta Change Therapy,					
		1 1	Pilio	(6)411 I	
Signature		Sign	ature		
Print Name: Christina A	ragon		,	Julie Cotter	
Print Title: Associate S Business S	Superintendent ervices	Prîı	nt Title:	Owner	
Date:		Dat	e:	4/12/19	
District use only below line					
Account Number to be Charged 01.0-33100.0-50010-31400-5890-7430000					
		eial Education		•	
Patricia G. Sandoval	$\overline{}$		<u> </u>		
Name and Title of Site A	dministrator-Ple	ase print			
Signature of Site Admini	strator		-	Date	
Signature of Program Di	rector ONLY IF	using categori	cal funds	Date	
Downey Unified School District	: 20-125			Page 4 of 4	



SEA CHANGE THERAPY - RATE SHEET 2019-2020

Occupational Therapist: \$80.00 per hour

Occupational Therapist Assistant: \$55.00 per hour

Speech and Language Pathologist: \$80.00 per hour

Speech and Language Pathologist \$55.00 per hour

Assistant:

School Psychologist: \$90.00 per hour

Assistive Technology Specialist: TBD based on services provided

Katie Diamond, OTR/L, CEO / (310) 619-6220
Michael Cotter, President / (310) 349-9284
Kathleen Cotter, Lead Recruiter / (310) 561-7543

Email: info@seachangetherapyca.com Website: www.seachangetherapyca.com

Sea Change: a profound or notable transformation.

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

SERVICE AGREEMENT Agreement No. 201920-126

be an	IIS AGREEMENT made and entered into this 12th of September, 2019 by and tween College Essay Guy LLC, hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. College Essay Writing Workshops - Sept 7th, 14th & 21st 8am-2:30pm
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$1,000.00 per workshop, not to exceed \$3,200.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins September 6, 2019 and will terminate on or before June 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 201920-126

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

Name:

Dept.:

SERVICE PROVIDER

College Essay Guy LLC

DISTRICT

Business Services

Downey Unified School District

11627 Brookshire Ave.	Address:	1204 N. C	edar St.		
Downey, CA 90241		Glendale, CA 91207			
Contact: Debbie Black	Contact:	Alex Bryson			
(562)469-6521/dblack@dusd.net	Phone/email:	ail: Alex@collegee		ayguy.com	
IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:					
DISTRICT SERVICE PROVIDER				R	
DOWNEY UNIFIED SCHOOL DISTRICT	Colle	ege Essay (Guy LLC	:	
appropriate propria] Eti	nan Sav	wver	Digitally signed by Ethan Sawyer Date 2019 09.12 12:23.52 -05'00'	
Signature	لــــــــــــــــــــــــــــــــــــ	ature		Date 2010 03.12 12.20.02 -03 00	
·	J		F15 6		
Print Name: Christina Aragon	Prir	nt Name:	Eman	Sawyer	
Print Title: Associate Superintendent Business Services	Prir	nt Title:	CEO		
Date: October 8, 2019	Dat	e:	9/12/19	9	
District use	only below lii	1e			
Account Number to be Charged 01.0-030	00.0-11100-1000	0-5890-74	60550		
John M. Harris, Director College and Career Rea	diness				
Name and Title of Site Administrator-Please print					
Signature of Site Administrator				Date	
Signature of Size Administrator Date					
Signature of Program Director ONLY IF using categorical funds Date					
Downey Unified School District Service Agreement No. 2019-20-126		•		Page 4 of 4	

betv and agre	S AGREEMENT made and entered into this 20th of August, 2019 by and veen Total Education Solutions, hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually see as follows:
	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide 40 hours of speech and language (S/L) services for Student
	Provide 40 flours of speech and language (c), cer
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$95/Hr, not to exceed \$3,800 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins <u>September 9, 2019</u> and will terminate on or before <u>December 31, 2020</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting, SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

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

Downey Unified School District Service Agreement No. 201920-128

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	SERVIC	E PROVIDER				
Downey Unified School District	Name:					
Business Services	Dept.:					
11627 Brookshire Ave.	Address	<u> </u>				
Downey, CA 90241						
Contact: Debbie Black	Contact: Phone/e					
(562)469-6521/dblack@dusd.net	Phone/e	man:				
IN WITNESS WHEREOF, this Agreem named parties, on the date indicated b	ent has be elow:	en accepted a	nd agre	eed by the below		
DISTRICT		SERVICE PR	OVIDE	R		
DOWNEY UNIFIED SCHOOL DISTRI	CT	Total Education	n Solutio	ns		
		Dana Riv	era	Digitally signed by Dune Rivers Dir gro-Dune Rivers on TES on, amed-onlysro@readon com- onUS Date 2019 69 04 17 20 81 67 97		
Signature		Signature				
Print Name: Christina Aragon		Print Name:	<u>Dana F</u>	Rivera		
Print Title: Associate Superintenden Business Services	t	Print Title:	Senior	Program Manager		
Date:	•	Date:	9/4/19			
District us	se only bel	ow line				
Account Number to be Charged 01.0-6	65000.0-5750	0-11100-5816-74	130000			
Patricia G. Sandoval - Director of Special Edu	ucation					
Name and Title of Site Administrator-Please print						
9/12/19						
Signature of Site Administrator Date						
Olgitala (OS) Old Flaminou allo	Olgitatule of Old Mayimionator					
Signature of Program Director ONLY I	F using cat	egorical funds	_,	Date		
Downey Unified School District Service Agreement No. 201920-128				Page 4 of 4		



Scope of Work

SAI:

Service is conducted by credentialed special education teacher. SAI is a teacher support system to school staff to meet the students' individual educational goals and objectives using specific strategies to address diverse learning needs outside of the school day. SAI help students access the general education curriculum by utilizing a variety of methods and accommodations to allow the student to gain independence in cored academic areas such as reading (fluency, comprehension, decoding), writing (grammar, spelling, context) and math (functions, multiple step, word problems). Services can be provided in schools, clinics, online and in-home settings.

SL:

Service is conducted by a licensed Speech Assistant, credentialed Speech Specialist, or a licensed Speech Pathologist. LSDRs diagnose and treat communication disorders tied to various components of speech, expressive language, receptive language, pragmatic language and fluency. Our language and speech team use a variety of services that aid in the treatment of children with a wide range of disabilities, such as speech delay, Down Syndrome, Cerebral Palsy, and Autism. Specializing in the areas of language development, functional communication, and articulation, LSDR assess student needs, generate baseline and progress data, establish service plans, and work to achieve pre-determined goals using a variety of different evidence-based treatments. Services can be delivered in schools, clinic, online and in-home settings.

Appendix D

Rate Schedule for Downey Unified School District

SERVICES	Individual/HR	Group/per Student/Patient per HR	Other Services/HR*
Adaptive Physical Education	\$95.00	\$53.00	\$95.00
Assistive Technology	\$95.00	\$53.00	\$95.00
Behavior Intervention Implementation (BII)	\$51.00		\$51.00
Behavior Intervention Development (BID)	\$65.00		\$65.00
Board Certified Behavior Analysis (BCBA)	\$95.00		\$95.00
Counseling (PPS)	\$95.00	\$53.00	\$95.00
Occupational Therapy	\$95.00	\$53.00	\$95.00
Physical Therapy	\$95.00	\$53.00	\$95.00
Psycho-Educational Services (PPS)	\$115.00		\$115.00
School Nursing	\$95.00		\$95.00
Special Education Aide	\$32.00		\$32.00
Specialized Academic Instruction	\$70.00	2.19.10 (A. 19.10)	\$70.00
Speech and Language	\$95.00	\$53.00	\$95.00
Teacher's Assistant/Paraprofessional	\$25.00		\$25.00

^{*}Other Services include IEP/IFSP Coordination, Development & Attendance, Progress Notes, Consultation, Training, Professional Development, Compliance Review, New Student/Patient/Caseload Set-up, Parent Conferences, Session Notes, Prep Time, Functional Behavioral Analysis, Interpreting/Translation, and other Items as requested by client.

These rates include Workers Compensation, Unemployment/Disability, and Professional Liability Insurances; and Payroll Taxes/Benefits.

be an	IIS AGREEMENT made and entered into this <u>8th</u> of <u>July</u> , <u>2019</u> by and tween <u>Total Education Solutions</u> , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description, SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. To provide 80 hours of Individual Specialized Academic Instruction (SAI) and 30 hours of Individual
	Speech/Language (SL) services for student
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ SAI (\$70/Hr); SL (\$95/Hr), not to exceed \$ 8,450.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins July 8, 2019 and will terminate on or before June 30, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting, SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

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

Downey Unified School District
Service Agreement No. 201920-129

such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER **Downey Unified School District** Name: **Business Services** Dept.: 11627 Brookshire Ave. Address: Downey, CA 90241 Contact: Debbie Black Contact: (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER **Total Education Solutions** DOWNEY UNIFIED SCHOOL DISTRICT Dana Rivera Signature Signature Print Name: Christina Aragon Print Name: Dana Rivera Print Title: Associate Superintendent Print Title: Senior Program Manager **Business Services** Date: Date: 9/4/19 District use only below line Account Number to be Charged 01.0-65000.0-57500-11100-5816-7430000 Patricia G. Sandoval-Director of Special Education Name and Title of Site Administrator-Please print Signature of Site Administrator Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4

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

Service Agreement No. 201920-129



Scope of Work

SAI:

Service is conducted by credentialed special education teacher. SAI is a teacher support system to school staff to meet the students' individual educational goals and objectives using specific strategies to address diverse learning needs outside of the school day. SAI help students access the general education curriculum by utilizing a variety of methods and accommodations to allow the student to gain independence in cored academic areas such as reading (fluency, comprehension, decoding), writing (grammar, spelling, context) and math (functions, multiple step, word problems). Services can be provided in schools, clinics, online and in-home settings.

SL:

Service is conducted by a licensed Speech Assistant, credentialed Speech Specialist, or a licensed Speech Pathologist. LSDRs diagnose and treat communication disorders tied to various components of speech, expressive language, receptive language, pragmatic language and fluency. Our language and speech team use a variety of services that aid in the treatment of children with a wide range of disabilities, such as speech delay, Down Syndrome, Cerebral Palsy, and Autism. Specializing in the areas of language development, functional communication, and articulation, LSDR assess student needs, generate baseline and progress data, establish service plans, and work to achieve pre-determined goals using a variety of different evidence-based treatments. Services can be delivered in schools, clinic, online and in-home settings.

Appendix D

SERVICES	Individual/HR	Group/per Student/Patient per HR	Other Services/HR*
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Assistive Technology	\$95.00	\$53.00	\$95.00
Behavior Intervention Implementation (BII)	\$51.00		\$51.00
Behavior Intervention Development (BID)	\$65.00		\$65.00
Board Certified Behavior Analysis (BCBA)	\$95.00	答时间则	\$95.00
Counseling (PPS)	\$95.00	\$53.00	\$95.00
Occupational Therapy	\$95.00	\$53.00	\$95.00
Physical Therapy	\$95.00	\$53.00	\$95.00
Psycho-Educational Services (PPS)	\$115.00		\$115.00
School Nursing	\$95.00	HENESIS	\$95.00
Special Education Aide	\$32.00		\$32.00
Specialized Academic Instruction	\$70.00	美国工作的	\$70.00
Speech and Language	\$95.00	\$53.00	\$95.00
Teacher's Assistant/Paraprofessional	\$25.00		\$25.00

Rate Schedule for Downey Unified School District

These rates include Workers Compensation, Unemployment/Disability, and Professional Liability Insurances; and Payroll Taxes/Benefits.

^{*}Other Services Include IEP/IFSP Coordination, Development & Attendance, Progress Notes, Consultation, Training, Professional Development, Compliance Review, New Student/Patient/Caseload Set-up, Parent Conferences, Session Notes, Prep Time, Functional Behavioral Analysis, Interpreting/Translation, and other Items as requested by client.

SERVICE AGREEMENT Agreement No. <u>201420-132</u>

be an	IIS AGREEMENT made and entered into this 11 of September, 2019 by and tween Learning for Living, Inc., hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description, SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Breaking Down the Walls Program at Griffiths Middle School
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$9,200.00 , not to exceed \$9,200.00 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 10/7/19 and will terminate on or before 10/9/19 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.

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School District
Service Agreement No. 201920 - 132

Page 2 of 4

- 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(les), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 10. <u>Attorney's Fees.</u> If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 12. <u>DISTRICT's Right of Retention.</u> DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's properly.
- 13. <u>Incorporation by Reference</u>. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District Service Agreement No. <u>201420-132</u> Page 3 of 4

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

Name:

Dept.:

Address:

DISTRICT

Business Services

Downey, CA 90241

11627 Brookshire Ave.

Downey Unified School District

SERVICE PROVIDER

Learning for Living, inc.

Chapel HIII, NC 27517

52 Night Heron

Keren Maske

Contact: Debbie Black	Contact:	Keren Maske	
(562)469-6521/dblack@dusd.net	Phone/email:	919-995-1572/karen@learningfo	offiving.c
1002/100 002 11200011120			
IN WITNESS WHEREOF, this Agreement named parties, on the date indicated below	nt has been acc ow:	cepted and agreed by the b	elow
DISTRICT	SERV	VICE PROVIDER	
DOWNEY UNIFIED SCHOOL DISTRICT	<u>Lean</u>	ning for Living, Inc.	
Mysterney Chacen		Stro	
Signature	Signi	ature	
Print Name: Christina Aragon	Prin	t Name: Laude Boyte	
Print Title: Associate Superintendent Business Services	Prin	t Title: CFO	
Date: October 8, 2019	Date	e: <u>9/11/19</u>	·
District use	only below lin	16	
Account Number to be Charged 01.0. Anthon Zegana Ed	_	1-11100-10000-98 incipal	04-3220240
Name and Tibe of site Administrator-Fie	zase print	0/12/1	Ø
Signature of Site Administrator		Date	
Bertsch		9-13-	19
Signature of Program Director ONLY IF	using categoric	al funds Date	
Downey Unified School District Service Agreement No. 301930-132		Page	4 of 4

bet and	IS AGREEMENT made and entered into this 11 of September, 2019 by and ween ACHIEVE3000 , hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Online Program used to help DHH students with reading intervention.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$5,215.00, not to exceed \$5,215.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins August 12, 2019 and will terminate on or before June 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.

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School	District	
Service Agreement No.	201920-133	•

Page 2 of 4

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

Downey Unified School D	listrict
Service Agreement No.	201920-133

Page 3 of 4

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

Name:

DISTRICT

Downey Unified School District

SERVICE PROVIDER

ACHIEVE3000

Business Services	Dept.:	Contracts		
11627 Brookshire Ave.	Address:	1085x@edi	n Raidge: Avex Suited	k8 331 Newman Springs
Downey, CA 90241		Liekewood	xDX80XXX	Rd, Suite 304
Contact: Debbie Black	Contact:	JUDD RO	LAND	Red Bank, NJ 07701
(562)469-6521/dblack@dusd.net	Phone/email:	Judd.R	oland@achleve3000	.com
(302)403-032 Habiack@dd3d.iiot	(((0)))			
IN WITNESS WHEREOF, this Agreem named parties, on the date indicated by	nent has been ac elow:	cepted ar	nd agreed by the b	pelow
DISTRICT	SER	VICE PRO	OVIDER	
DOWNEY UNIFIED SCHOOL DISTRI	CT ACI	HEVE3000		
		Mu	R	
Signature	Sigi	nature		
Print Name: Christina Aragon	Pri	nt Name:	Nicholas Bates	
Print Title: Associate Superintenden Business Services	nt Pri	nt Title:	Cief Financial Of	ficer .
Date: 10/8/19	Da	te:	9/16/2019	
District us	se only below li	ne		
Account Number to be Charged	.0-65000-57501	-11100-58	315-7435000	DHH SDC (100%)
Rebecca Piepho-Su / Principal / DHH Progra				
Name and Title of Site Administrator-F	Please print			
Rebecca Presho Su			9/16/2	2019
Signature of Site Administrator			Date	
		<u></u>		_
Signature of Program Director ONLY	IF using categori	ical funds	Date	
Downey Unified School District	•		Page	e 4 of 4
Service Agreement No. 201920-133				



The Evidence for ESSA website recognizes Achieve3000 with the highest rating of "Strong Evidence" of efficacy for middle and high school students, with the largest average effect size of any reading program in the category



Account Name Downey Unified School District Downey High School		Achieve3000		
Signature	- 0	Signature		
Name, Title	ociate Superintendent, Bus. Svo	es. Name, Tille		
_October 8, _	2019			

The Complete Signed Quote and Purchase Orders can be sent to:

Achieve3000

1985 Cedar Bridge Ave. Suite 3

Lakewood, NJ 08701

Fax: 316-221-0718

Email: Judd.Roland@achieve3000.com

This quote is governed by and subject to the Achieve3000 terms and conditions at www.achieve3000.com/terms-of-service
By signing this quote, you are agreeing to such terms and conditions.

A Proven Solution for Summer Success! Engage, motivate and accelerate learning this summer with Achieve Intensive, the brand new rapid intervention solution for Grades K-12 from Achieve3000!

Visit www.achieve3000.com/intensive to learn more.



LevelSet













The Leader in Differentiated Instruction

The Evidence for ESSA website recognizes Achieve3000 with the highest rating of "Strong Evidence" of efficacy for middle and high school students, with the largest average effect size of any reading program in the category





SELACO DHH

Quote #17419 Investment Summary

August 21, 2019

Key Contacts:	Lisa Hemenway		
Education	on Partner	Achieve3000 Solution	Approx. # Students
Downey High School SELACO - DHH		Empower 3000 (9-12)	60 - SY 2019-2020

Investment

Aug 2019 - June 2020

			_	
		Payment Schedule	Investment	Date Due
Base Investment	\$5,215	School Year 1 (19/20)	\$5,215.00	Sep 2019
1 Day of PD	Inc.			

Here's How Achieve3000 Works:

- Students take an initial placement assessment that pinpoints their individual Lexile® reading level. With this data, your state edition of *Achieve* differentiates the same lesson at 12 levels of English and 8 levels of Spanish.
- As students complete lessons, Achieve's proprietary technology monitors their performance and automatically adapts when a student is ready for greater text complexity – a combination that's proven to accelerate learning.
- Teachers are empowered to further accelerate literacy gains by following students' independent work with direct instruction around the Stretch Article, an unprecedented opportunity for students to interact with a version of the same lesson written at gradeappropriate text complexity.
- When combined with Achieve3000's standards-aligned curriculum which can be customized to align with your reading program, scope and sequence, or pacing guides – this patented and proven methodology also accelerates mastery of state standards, raises performance on high-stakes tests, and prepares all learners for the challenges of college and career.

Included in Your Implementation

- 1 customized Professional Development session delivered by an educator.
- 3 subject areas included; ELA, History-Social Science & Science.
- 30 days to improving instruction with Dr. Doug Fisher

be an	IIS AGREEMENT made and entered into this 10 of September, 2019 by and tween PMMnP , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. DJ service for 2 hours at the DHS Freshmen Fiesta
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$595, not to exceed \$595 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 10/11/19 and will terminate on or before 10/11/19 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.

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

unsupervised):

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

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

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

Downey Unified School	District
Service Agreement No.	201920-134

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

Downey Unified School District
Service Agreement No. 201920-134

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER IMMNY Downey Unified School District Name **Business Services** Dept: 1945 YY. Commonweath A 11627 Brookshire Ave. Address Fullarton, Ca. 92: 1 Downey, CA 90241 Sudee Mann Contact: Debble Black Contact Phone/email (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below SERVICE PROVIDER DISTRICT DOWNEY UNIFIED SCHOOL DISTRICT Signature Signalure Print Name: Print Name: Christina Aragon Associate Superintendent Print Title: Print Title: **Business Services** October 8, 2019 Date: Date: District use only below line Account Number to be Charged 01.0-03000.0-11100-10000-4310-4250230 Kelsey Simpson-Assistant Princial Name and Title of Site Administrator-Please print Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds

Downey Unified School District

Service Agreement No. 201920-134

Page 4 of 4

be an	IIS AGREEMENT made and entered into this 28th of August , 2019 by and tween Taco Revolution , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Taco Catering for 600 guest
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$4,800, not to exceed \$4,800 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 Oct 11th, 2019 and will terminate on or before Oct. 11th, 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.

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School [District	
Service Agreement No.	201920-135	

Page 2 of 4

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

Page 3 of 4

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

Name:

SERVICE PROVIDER

Taco Revolution

DISTRICT

Downey Unified School District

Business Services	Dept.:			
11627 Brookshire Ave.	Address:	8602 Weslem Ave Apt 1		
Downey, CA 90241		Buena Park CA, 90620		
Contact: Debble Black	Contact:	Janeth Gudino		
(562)469-6521/dblack@dusd.ne	et Phone/email:	323-200-3938		
IN WITNESS WHEREOF, this A named parties, on the date indic	ated below:	cepted and agreed by the below VICE PROVIDER		
DOWNEY UNIFIED SCHOOL D	ISTRICT Taco	Revolution		
		//57		
Signalure	Sign	ature /		
Signature	O.g.i	O		
Print Name: Christina Aragon	Prir	t Name: Janeth Gudino		
Print Title: Associate Superint Business Services	endent Prir	t Title: Owner		
Date: October 8, 2019	Date	e: <u>08-28-2019</u>		
Dist	rict use only below lin	10		
Account Number to be Charged	01.0-03000.0-11100-1000	0-4310-4250230		
Kelsey Simpson, Assistant Principal				
Name and Title of Site Administrator-Please print				
N/000 000 0				
Test VII		- 15111		
Signature of Site Administrator		Date		
Signature of Program Director O	NLY IF using categoric	al funds Date		
Downey Unified School District Page 4 of 4 Service Agreement No. 201920-135				

bel an	IIS AGREEMENT made and entered into this 19th of August, 2019 by and tween Healthy Roster Inc., hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. See attached
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$1000, not to exceed \$1000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins August 1, 2019 and will terminate on or before July 31, 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.

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School	
Service Agreement No.	201920-137

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

Downey Unified School District
Service Agreement No. ______201920-137

Page 3 of 4

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

Name:

Dept.:

Address:

DISTRICT

Business Services

11627 Brookshire Ave.

Downey Unified School District

SERVICE PROVIDER

Jason P Barr

20 North St

Sales

Downey, C	A 90241		Dublin, O	H 43017
• •	ebbie Black	Contact:	Jason Ba	rr
	5521/dblack@dusd.net	Phone/email:	Jason@he	ealthyroster.com
IN WITNESS	S WHEREOF, this Agreements, on the date indicated belo	it has been ac		
DISTRICT		SER	VICE PR	OVIDER
DOWNEY U	NIFIED SCHOOL DISTRICT	<u>Heal</u>	thy Roster,	Inc.
Chical	mo Ovagen	Sign	ature	2.1.5
Print Name:	Christina Aragon	Prin	t Name:	Jason P Barr
Print Title:	Associate Superintendent Business Services	Prin	t Title:	CRO
Date:	October 8, 2019	Date	e :	20Aug2019
	District use	only below lir	ie	
Account Num	nber to be Charged 01.0-020	00.0-11100-1000	0-4320-42!	50000
Name/and T	itle of-Site-Administrator-Plea	ase print		
<u>ن</u> /	d - \			e ladic
Slamatura of	Site Administrator			<u> </u>
oignature of ا	Site Administrator			Date
Signature of	Program Director ONLY IF u	ising categoric	al funds	Date
Downey Unified :	001000 107			Page 4 of 4

HRHEALTHYROSTER

INVOICE

Downey High School 11040 Brookshire Ave **DOWNEY CA 90241**

Invoice Date Jul 1, 2019

Invoice Number INV-0313

Reference Healthy Roster Annual Agreement

Healthy Roster, Inc. Attention: Accounting

20 North St Dublin, Ohio 43017 www.healthyroster.com

Description	Quantity	Unit Price	Amount USD
HR Annual Access - Per User (No EHR Integration)	1 00	500.00	500 00
Healthy Roster Custom Forms	1 00	- 500.00	500 00
		Subtotal	1,000 00
		TOTAL USD	1,000.00

Due Date: Jul 31, 2019









View and pay online now

PAYMENT ADVICE

To Healthy Roster, Inc. Attention. Accounting 20 North St. Dublin, Ohlo 43017 www healthyroster com Customer

Downey High School INV-0313 Invoice Number

Amount Due Due Date

1,000.00 Jul 31, 2019

Amount Enclosed

Enter the amount you are paying above

THIS AGREEMENT made and entered into this 4th of September, 2019 by and between The Habit Grill, 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 Habit Grill will be serving burgers/sandwich, fries and drinks to approximately
	216 attendees of the Warren vs Downey Football Game.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$2,685.35, not to exceed \$2,685.35 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 11/1/19 and will terminate on or before 11/2/19 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School	District
Service Agreement No.	201920-138

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

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

Downey Unified School District
Service Agreement No. 201920-138

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

SERVICE PROVIDER

DISTRICT

Downey Unified School District	Name:	T	he Habit Burger Restaurants			
Business Services	Dept.:		Truck Department			
11627 Brookshire Ave.	Address:		17320 Red Hill Suite 140			
Downey, CA 90241		Irvine, CA 92614				
Contact: Debbie Black	Contact:	Amanda	Reyna			
(562)469-6521/dblack@dusd.net	Phone/email:	949-943-863	38 AReyna@habitburger.com			
IN WITNESS WHEREOF, this Agree named parties, on the date indicated DISTRICT	d below:	cepted and				
DOWNEY UNIFIED SCHOOL DIST	RICT					
Signature Signature		Amanda ature	Reyna .			
Print Name: Christina Aragon	Prir	it Name: _A	manda Reyna			
Print Title: Associate Superintende Business Services	ent Prir	t Title: _	Truck Coordinator			
Date: October 8, 2019	Date	e: _	09/04/2019			
District use only below line						
Account Number to be Charged 01.	0-00000.0-00000-2700	0-4310-4261	500			
Russ Heicke, Assistant Principal						
Name and Title of Site Administrator	-Please print					
Russ Heicke	Digitally signed by Russ Helcke Date 2019 09 04 06 42 35 -0700*					
Signature of Site Administrator			Date			
Signature of Program Director ONLY	/ IF using categoric	al funds	Date			
Downey Unified School District Service Agreement No201920-138			Page 4 of 4			

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

SERVICE AGREEMENT Agreement No. 201920-140

THIS AGREEMENT made and entered into this 13th of September between Challenge Success/Stanford University , 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. Research-based resources, on-site coaching and workshops, surveys, consultation, and teacher resource books for staff of St. John Bosco High School during the 2019/20 school year. 2. Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$7350.00 , not to exceed \$7350.00 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 7/1/2019 and will terminate on or before 6/30/2020 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

unsupervised):

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

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

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

Downey Unified School District Service Agreement No. 201920-140

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

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

Downey Unified School	District
Service Agreement No.	201920-140

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

Name:

SERVICE PROVIDER

Challenge Success

DISTRICT

Downey Unified School District

	Business :	Services	Dept.:		
	11627 Bro	ookshire Ave.	Address:		531:Lasuen Mall #20053:
	Downey, 0	CA 90241			Stanford, CA 94309
	• •	Debble Black	Contact:		Sunny Evans
	(562)469-	6521/dblack@dusd.net	Phone/em	ail:	650-823-9883
		S WHEREOF, this Agreemen es, on the date indicated belo		ace	ccepted and agreed by the below
	DISTRICT		S	ERV	RVICE PROVIDER
	DOWNEY U	INIFIED SCHOOL DISTRICT	: <u>(</u>	Chall	allenge Success
	Signature	timal magn		Signa	nature
	Print Name:	Christina Aragon		Prin	int Name: Suny Evans
,	Print Title:	Associate Superintendent Business Services		Prin	nt Name: <u>Suny Evans</u> nt Title: <u>Office Manager</u>
	Date:	October 8, 2019	1	Date	te: 9/18/19
		District use o	only belov	v lin	ine
	Account Nur	mber to be Charged 01.0-403	50.0-11100-1	1000	00-5804-7480000
	Jennifer Robb	ins, Director, Elementary Education	1		
		itle of Site Administrator-Plea			
	Name and	the of the Administrator-Free	ac print		
					9/19/19
	Signature of	Site Administrator			Date
	Signature of	Program Director ONLY IF u	sirig categ	oric	cal funds Date
D	owney Unified	School District			Page 4 of 4

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

SERVICE AGREEMENT Agreement No. 201920-141

be an	IIS AGREEMENT made and entered into this <u>17</u> of <u>September</u> , <u>2019</u> by and tween <u>Alliance Race Timing</u> , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:					
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and					
	govern. Provide on-line registration and chip timing for TLC 5K run					
	Addendum A attached					
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$2900.00, not to exceed \$2900.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.					
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.					
4.	Term. The term of this agreement begins Nov. 1, 2019 and will terminate on or before Feb. 29, 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

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

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

Downey Unified School District
Service Agreement No. 201920-141

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER **Downey Unified School District** Alliance Race Timing Name: **Business Services** Dept.: 14271 Jeffrey Rd. #283 Address: 11627 Brookshire Ave. Irvine, CA 92620 Downey, CA 90241 Eric Bauer Contact: Debbie Black Contact: Phone/email: (916)712-3993 eric@allianceracetiming. (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: SERVICE PROVIDER DISTRICT Alliance Race Timing DOWNEY UNIFIED SCHOOL DISTRICT Bayer Signature Signature Print Name: Eric Bauer Print Name: Christina Aragon Print Title: **Associate Superintendent** Print Title: Owner **Business Services** 9/20/19 Date: Date: District use only below line Account Number to be Charged <u>01.0-00000.0-00000-3140</u>0-5890-7556815 Jennifer Robbins, Director, Elementary Education Name and Title of Site Administrator-Please print Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds

Downey Unified School District
Service Agreement No. 201920-141

Date

Page 4 of 4



Alliance Race Timing Disposable Chip Contract for the 2020 Downey Unified School District 5K

Race Date: February 29, 2020

Location: Downey, CA

Alliance Race Timing Responsibilities (Referenced in this contract as SRT):

PRE RACE:

- Event will be listed on the Events calendar on the Alliance Race Timing website (www.allianceracetiming.com) with an active link to the <u>Downey Unified School</u> <u>District</u> website
- Race weekend logistics review in person or over the phone
- Data entry of all necessary participant information into our scoring software
- Setup online registration through RunSignUp
- Combine all registrant information into a spreadsheet for bib assignment & labeling

PACKET PICKUP:

 SRT will provide a pre-registration bib assignment spreadsheet for use at packet pickup. SRT will ship bibs prior to packet pickup so bibs can be distributed at packet pickup.

START/FINISH LINE EQUIPMENT PROVIDED:

- Set-up of disposable chip timing system at the start and finish lines
- Flags and cones for finish chute/corral
- Air horn for start of event
- Digital display clock with tripod
- Generator for power needs
- Pop up tent, laptops, printers, chairs, tables, and power necessary for scoring
- Inflatable arch with start/finish Velcro signs attached



RACE DETAILS:

- SRT will arrive at least one hour prior to the start of race day registration
- Setup disposable chip timing system and all finish line equipment prior to the start of race day registration

RESULTS:

- Produce preliminary race results for all participants in the race (typically results are
 posted within 5 minutes after the winner crosses the finish line and periodically
 thereafter until conclusion of race)
- Finish times will be posted for awards and results onsite.
- Overall and age group results are standard, if other types are needed confirm with SRT prior to race
- Results posting overseen by SRT staff
- Complete set of award winners (for awards ceremony based on established categories and divisions provided ahead of time by Race Director)
- Final print out of each race including: overall placing, male and female award winners, divisional breakdowns, special division breakdowns and team results (if applicable)
- Upload results online during the event and final results following the event.

POST RACE:

- Address and correct all results related issues following the race
- Provide an electronic copy of the final results to the Race Director
- Provide final data file with all participant's information to Race Director



RACE DIRECTOR RESPONSIBILITIES:

- Provide Alliance Race Timing with a volunteer at the finish area.
- Responsible for managing all non-timing related items on race day. SRT will not be liable for anything other than what is addressed in this contract.
- Alliance Race Timing makes its computer equipment available for use by members of the event staff and auxiliary volunteer crew on race day. In the event that this equipment is lost, stolen or intentionally broken by a volunteer or staff member,
 Alliance Race Timing will need to replace the equipment, and the cost will be billed to the race.

FEES:

The **Downey Unified School District** agrees to the following payment schedule:

- Payment is due upon receiving final invoice, 5% late fee may apply if payment is not received after 30 days
- Timing Fee Includes first 200 registered participants......\$850.00
- \$1.80 per additional registered participant 201 +......\$1440.00
- 1000 custom bib quote from marathon printing......\$260.00
- Total Quote (including 1000 registrants).......\$2550.00

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

SERVICE AGREEMENT Agreement No. 201920-144

TH be an ag	IIS AGREEMENT made and entered into this 6 of September , 2019 by and tween Riverside Assessments, LLC , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. WJIV Interpretation and Instructional Intervention Tier IV Examiner's 25-49 Online License, 3-year
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{14,440.09}{} not to exceed \$\frac{14,440.09}{} for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 09/06/2019 and will terminate on or before 09/06/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting, SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School District
Service Agreement No. _____201920-144

Page 2 of 4

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

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

 Page 3 of 4

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

DISTRICT

SERVICE PROVIDER

Downey Unified School District	Name:	Riverside Assessments, LLC			
Business Services	Dept.:	Sales Ope			
11627 Brookshire Ave.	Address:	One Pierce	Place, Suite 900W		
Downey, CA 90241		Itasca, Illin			
Contact: Debbie Black	Contact:	Tony Zubir			
(562)469-6521/dblack@dusd.net	Phone/email:	(630) 467-	6708 / tony.zubinski@riversid		
IN WITNESS WHEREOF, this Agr named parties, on the date indicat	ed below:				
DISTRICT	SER	VICE PRO	OVIDER		
DOWNEY UNIFIED SCHOOL DIS	TRICT				
			-5° Q		
Cinneture	l	ature	<u></u>		
Signature	Sign	aluie			
Print Name: Christina Aragon	Pri	nt Name:	Scott E. Olson		
Print Title: Associate Superinten Business Services	dent Pri	nt Title:	Manager of Proposal Services		
Date: 10/8/19	Dat	e:	September 10, 2019		
Distric	t use only below li	ne			
Account Number to be Charged	01.0 - 65000.0 - 575	00 – 31200) – 5815 – 7430000		
_					
Patricia G. Sandoval - Directo	or of Special Education	1			
Name and Title of Site Administrat	or-Please print		1 1		
$((\delta))$	$X(V) \setminus I$		9/20/19		
Signatura at Sila Administrator			Date		
Signature of Site Administrator			. Date		
Signature of Program Director ONLY IF using categorical funds Date					
Downey Unified School District Service Agreement No. 201920-144			Page 4 of 4		



Proposal

Prepared For

Downey USD

Downey USD

PO Box: 7017

Downey CA 90241-7017

United States

For the Purchase of:

For additional information or questions, please contact:

Lora Alicea Lora.Alicea@riversideinsights.com

Attention:

RIVERSIDE INSIGHTS

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
FAX: 630-467-7192
orders@riversideinsights.com

Proposal For Downey USD

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
•	WjIV Interpretation and Instructional Intervention Tier IV Examiner's 25-49 Online License, 3-year	\$14,814.49	2.53%	\$14,440.09	1	\$14,440.09

Subtotal \$14,440.09

WJIV WIIIP Tier Upgrade.
Thank you,
Lora Alicea| Assessment Consultant |
Lora.Alicea@riversideinsights.com

Total Discount Amount: \$374.40
Total Discount Applied: 2.53%
Subtotal Purchase Amount: \$14,440.09
Shipping & Handling: \$0.00
Sales Tax: \$0.00
Total Cost of Proposal (PO Amount): \$14,440.09

Attention:

RIVERSIDE INSIGHTS

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
FAX: 630-467-7192
orders@riversideInsights.com

Proposal For Downey USD

Total Cost of Proposal (PO Amount): \$14,440.09

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this proposal with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Bill to' Information on the proposal.

Bill to: Ship To: **Downey USD Downey USD** PO Box: 7017 PO Box: 7017 Downey CA 90241-7017 Downey CA 90241-7017 **United States United States**

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your proposal are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: http://www.riversideinsights.com

Proposal Expiration Date: 12/3/2019 Date Of Proposal: 9/4/2019

Attention:

RIVERSIDE INSIGHTS

Riverside Insights One Pierce Place Suite 900W Itasca, IL 60143 PHONE: 800-323-9540 FAX: 630-467-7192 orders@riversideinsights.com



David E. Turner, FSA

3000-F Danville Blyd., #156, Mamo CA 94507 Phone fax foll-free; (877) 496-1782 <u>dtorner # (chenefits.com</u> www.tebenefits.com

February 20, 2017

Ms. Debbie Black Downey School District 11627 Brookshire Ave. Downey, CA 90241

RE: Self-Funded Actuarial Support - Agreement #2019-012 DUSD Agreement No. 201920-146

Dear Debbie:

Thank you for considering Turner Consulting for actuarial services to the Downey School District's self-funded health plan. This proposal will address the scope of services and fees.

Scope of Services - Actuarial Rate/Reserve Calculations ("AB 1200")

Turner Consulting will perform the following activities for the medical/Rx, dental, and vision plans:

- Understand the client's current self-funded program structure, plan designs, rates, and objectives
- Review claim and enrollment history to determine cost patterns
- Produce one annual actuarial reporting detailing recommended rates and IBNR reserves
- Illustrate recommended claim fluctuation margin options for program risk management (e.g., 80%-95% Confidence Level funding that claims will not exceed revenue + margin in a given year)
- Participate in a conference call to present results as needed (we are able to attend an onsite meeting upon request for an additional cost noted in the fee section).

Page 2

Actuarial Process and Transparency

Tumer Consulting believes in a transparent rate and reserve setting process. This helps generate "buy-in" from all parties, including the client, broker, TPA, bargained groups, and plan participants. To support this transparency, we illustrate all calculations in detail so that all interested parties have a clear understanding of the underlying actuarial methods.

Our actuarial process for rate and reserve development includes the following steps:

- Review 12-36 months of claim experience, enrollment history, and demographics
- Evaluate the volatility of various self-funded issues, such as weighting prior years' data,
 analyzing the impact of high/low claim months on projections, considering large claim timing,
 case-specific trend (inflation) vs. industry trend factors, etc.
- Develop IBNR reserves, using claim lag reports and proprietary completion factor models
- Identify margin amounts to protect against random claim fluctuation, including 95% confidence levels that claims will not exceed premium plus margin in any given year
- Provide reasonable ranges for actuarial assumptions (trend factors, expenses, margin, etc.) and solicit your input/agreement on all assumptions
- Include self-funded administration fees
- Include self-funded reinsurance (stoploss) fees
- Compare total projected costs (and potential variance) to current self-funding rates in order to recommend a percent change from current rates
- Review budget and unrestricted financial reserves (non-IBNR) for appropriateness
- · Establish baseline overall program renewal rates
- Draft an annual actuarial report detailing rates, reserves, margins, etc.
- Present results.

Page 3

Excluded Services

The proposed work does not include:

- Significant data reconciliation, manipulation, programming, sorting, etc. to format data into a usable resource for performing our duties under this agreement
- Filing of governmental forms or other documents, except for providing our standard actuarial report.

Fees

<u>Fixed Fee</u>: For Actuarial Rate/Reserve Calculations, fees will be \$6,000. Travel expenses, if any, will be billed at cost in addition to the above fees.

Additional Fees: Additional services, including work beyond those activities listed in the scope of services, will be billed at \$3004r. Onsite meetings will require a minimum charge of \$1,500'day (5 hours).

We provide a monthly invoice from Turner Consulting that is payable within 30 days.

Term of Agreement

This agreement begins on <u>September 1, 2019</u>. This agreement is automatically renewable each year unless terminated in writing by either party.

Termination Provision

This agreement may be terminated by either party with 90 days written notice.

Fees Upon Termination

In the event of termination, Client agrees to pay the unpaid balance due for work performed at standard rates of \$300 hr.

Thank you for considering Turner Consulting. We look forward to the opportunity to work with you.

Sincerely,

David E. Turner

David E. Turner, FSA Manager TURNER CONSULTING AND ACTUARIAL, LLC

Page 4	
Agreement #201	9-012:
Client By signature belo	ow, we accept the terms of the above engagement letter.
Signature: (Instrud Oragen
Name:	Christina Aragon
Title:	Associate Suprintendent
Date:	October 8, 2019
	ing and Actuarial, LLC ow, we accept the terms of the above engagement letter.
Signature:	
Name:	David Tumer
Title:	Manager

Date:

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

SERVICE AGREEMENT Agreement No. 201920-147

be an	IIS AGREEMENT made and entered into this 18th of September, 2019 by and tween Renaissance Learning, Inc., hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. To provide professional development days to Implement the pilot program of Freckle
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$10.125.00, not to exceed \$10.125.00 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 October 1, 2019 and will terminate on or before June 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School District
Service Agreement No. 201920-147

Page 2 of 4

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

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

Downey Unified School District	•
Service Agreement No. 201920	-147

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

Name:

DISTRICT

Downey Unified School District

SERVICE PROVIDER

Renaissance Learning, Inc.

Business Services	Dept.:		
11627 Brookshire Ave.	Address:	P.O. Box 8036	
Downey, CA 90241		Wisconsin Rap	ids, WI 54495-8036
Contact: Debbie Black	Contact:	Matt Creech	
(562)469-6521/dblack@dusd.net	Phone/email:	Matt.Creech@	renalssance.com
IN WITNESS WHEREOF, this Agreemen named parties, on the date indicated below		cepted and a	greed by the below
DISTRICT	SER	VICE PROVI	DER
DOWNEY UNIFIED SCHOOL DISTRICT	Ren	aissance Leamir	ng, Inc.
constract mason] [Der C'Mount	Digitally septical by Collects of United CHI per-Collect of Entern de Phonoscorist Learning Incl. the period-resident selectific conserved point (HVIS Dates 274) 681 (e. 5) 46 12 48 126
Signature	Sign	alure	· · · · · · · · · · · · · · · · · · ·
Print Name: Christina Aragon	Prir	it Name: Deb	ra C. Schoenick
Print Title: Associate Superintendent Business Services	Prin	nt Title: <u>VP</u>	Proposal Solutions
Date: 10/08/19	.Dat	e: <u>9/18</u>	3/19
District use	only below li	7e	
Account Number to be Charged 01.0-030	00.0-11100-100	0-5804-747054	0
Veronica Lizardi, Ed.D., Director, Instructional Su			
Name and Title of Site Administrator-Plea	ase print		
(1) Max (2).			9/18/19
Signature of Site Administrator			Date
Mikh W			9/18/19
Signature of Program Director ONLY IF t	using categori	cal funds	Date
Downey Unified School District Service Agreement No. 201920-147			Page 4 of 4

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

SERVICE AGREEMENT Agreement No. 201920-148

bet and	IS AGREEMENT made and entered into this 18th of September, 2019 by and tween Sports For Learning, Inc., hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide PLC Recess Program at Carpenter Elementary School
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$19,508.00, not to exceed \$19,508.00 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 October 16, 2019 and will terminate on or before May 29, 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School District
Service Agreement No. 201920-148

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

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

Downey Unified School	District
Service Agreement No.	201920-148

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

SERVICE PROVIDER

DISTRICT

•	nified School District	Name:	Sports For Learning, Inc.			
Business S		Dept:	3580 E E	acific Coast Hwy, Unit #11		
Downey, C	okshire Ave.	Address:		ch, CA 90804		
• •	ebbie Black	Content	Nick Telfo			
	521/dblack@dusd.net	Contact: Phone/email:				
IN WITNESS	WHEREOF, this Agreements, on the date indicated belo	it has been ac		nd agreed by the below		
DISTRICT		SER	NICE PR	OVIDER		
DOWNEY U	NIFIED SCHOOL DISTRICT	Spo	rts for Lean	ning		
			1	Til Il		
Signature		Sign	nature	-7		
Print Name:	Christina Aragon	Pri	nt Name:	Nick Telford		
Print Tille:	Associate Superintendent Business Services	Pri	nt Title:	Co-Founder/President		
Date:	10/8/19	Da	te:	9/18/19		
•	. District use only below line					
Account Nur	nber to be Charged 01.0-412	70.0-11100-100	00-5804-74	70000		
	di, Ed.D., Director, Instructional S					
	itle of Site Administrator-Ple					
A le		·				
1. 10	ncer			9/18/19		
Signature of	Site Administrator			Date		
11-	156 CB			9/18/19		
Signature of	Program Director ONLY IF	using categor	ical funds	Date		
owney Unified	School District			Page 4 of 4		



Quote for Diana @ Carpenter Elementary (PLC Release program)

Name	Price	QTY	Subtotal
PLC Recess Program	\$99.00	192	\$19,008.00
Implementation Fee	\$500.00	1	\$500.00
		•	Total \$19,508.00

Program Details

Start Date: October 2019 End Date: May 2020

PLC Release Program: @ Carpenter Elementary School

of days: 12 days

of hours per day: 4 hour

of coaches per day: 4 coaches

12 weeks * 4 hours/day * 4 coaches = 192 instructional hours.

Program Benefits

Our PLC Release program allows teachers and staff time off to work on their own professional learning while our college athlete coaches engage the students. This eliminates the need for substitute teachers and for teachers to prepare lesson plans. We have multiple games designed to keep students engaged both mentally and physically. Students play a different game each week, focusing on a specific STEM topic and soccer technique.

Outcomes:

- A safe and organized play period for the students
- Increase engagement in STEM
- Reduction in disciplinary referrals
- Increase in physical activity
- Improved school climate
- Our college coaches create a meaningful mentorship experience for student

Questions: Phone: (760) 687-3764 or Email: nick@sportsforlearning.com

DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANTSERVICES No. 201920-149

This A	GREEMENT is made and e	entered into this, 23rd	day of, July	20 <u>19</u> ,	
betwe	een the Downey Unified Sc	hool District ("DISTRICT") and		
Peak	Realty Company	, ("CONSULT/	ANT), to provide		
servic	es under the direction of:				
	lanca Rochin		y Adult School		
(Print	ed Name Administrator Site/	Department) (Site/Department)	artment)		
 SCOPE OF SERVICES CONSULTANT agrees to perform the following services to DISTRICT at time and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: (attach additional sheet needed) 					
	Instruction for Real Estat	e classes			
	, , , , , , , , , , , , , , , , , , , ,				
					
2.	LOCATION OF PERFORM	NANCE/SERVICE: 7825	Florence Ave, Dov	vnev, CA	
3.	PERIOD OF A GREEMENT This Agreement is effective 06/30/2020 inclusive fully reserves the right to observices due to non-available	e <u>07/01/2019</u> a e. CONSULTANT acknow cancel this agreement at a	wledges thattheDl any time and/or to	STRICT limit	
5.	CREDENTIAL				
	Does service provided requ	ire a credential, certificate,	or permit? DYes	; ⊠No	
	Have you ever paid into or	are you a retiree of CalSTF	is? Dye	s 🛮 No	
	If Yes and service requires hired as an employee, paid fingerprint clearance. Combeginning services. Individ NOTE: CalSTRS retirees a positions in the public-schopupil-to-teacher ratio, or (2 or for underprivileged stude 88033.)	through District payroll, su tact Certificated Personne lual may be responsible for may not be employed after tool system except: (1) as a) to provide one-on-one in	bject to withholding el for an application or the cost of finge er retirement in cla un aide in a class w struction in a reme	g and n prior to erprinting. ssified vith a high edial class	

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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 \$3,000.00 ____ 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. <u>Professional Liability Insurance</u> in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- b. <u>General Liability Insurance</u> in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.
 - (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. <u>Automobile Liability Insurance</u> 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.

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. Peak Realty Company **Downey Unified School District** Consultant Name Signature Christina Aragon Associate Superintendent October 8, 2019 Taxpaver ID no. or Soc. Sec. Number Date **Downey Unified School District** 11627 Brookshire Ave. Street Address Downey, CA 90241 (562) 469-6520 City, State, Zip Code August 23, 2019 Date District use onlybelow line Account Number to be Charged: 11.0-00000.0-41100-10000-5804-6280000 9/9/19 Blanca Rochin, Principal Name and Title of Site Administrator-Please print Signature of Site Administrator Date: If using categorical funds, forward this agreement to appropriate Program Director for approval before sending to Business Services. Signature of Program Director Financial Services (verify acct.#) Date Agreement for Independent Consultant Services

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Rev. 06/21/18

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19. ENTIRE AGREEMENT. This Agreement shall incorporate CONSULTANT'S proposal to

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

SERVICE AGREEMENT Agreement No. 201920-150

TH pet and agr	IS AGREEMENT made and entered into this <u>1st</u> of <u>August</u> , <u>2019</u> by and ween <u>PacificWest Energy Solutions, Inc.</u> , hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. SERVICE PROVIDER will perform the services described in the "Scope of Work"
	attached as Addendum A and made part thereof
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\(\frac{25,000.00}{\text{.000}} \), not to exceed \$\(\frac{25,000.00}{\text{.000}} \) for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins and will terminate on or before provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School District Service Agreement No. 201920-150 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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

Downey Unified School District
Service Agreement No. 201920-150

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

DISTRICT

SERVICE PROVIDER

Downey Unified School District	Name:	PacificWe	st Energy Solutions, Inc.
Business Services	Dept.:	18543 Devonshire St. #128	
11627 Brookshire Ave.	Address:		, CA 91324
Downey, CA 90241	Contact:	Robert Ch	
Contact: Debbie Black	Phone/email:	(800) 310-	
(562) <u>469-6521/dblack@dusd.net</u>	Filone/email.	<u> </u>	
IN WITNESS WHEREOF, this Agreement named parties, on the date indicated be	ent has been ac low:	cepted ar	nd agreed by the below
DISTRICT	SER	VICE PR	OVIDER
DOWNEY UNIFIED SCHOOL DISTRIC	<u> </u>		
	7	1	10
Signature	Sigi	nature	
Print Name: Christina Aragon	Pri	nt Name:	Robert Cho
Print Title: Associate Superintendent Business Services	Pri	nt Title:	President
Date:	Da	te:	9/20/19
District us	e only below li	ine	
Account Number to be Charged 01.0-62	2300.0-00000-840	00-5810-76	30000
•			
Christina Aragon - Associate Superintendent, E	Business Services		
Name and Title of Site Administrator-Pl	lease print		
Signature of Site Administrator		_	 Date
Olghatare of one flammonator			
Signature of Program Director ONLY IF	using categor	ical funds	Date
Downey Unified School District			Page 4 of 4



August 1, 2019

Energy Planning Consulting Service Proposal

Client

Downey Unified School District

Price

Consulting Services Not To Exceed Fees stated below for each respective work phase.

Consulting Services to be billed on a time and materials basis per the attached Fee Schedule.

SCO	OPE OF WORK	PRICE
1 Ene	rgy Planning Services	\$25,000
TOTAL		\$25,000

Project Requirements

- ♦ Client Expectations/Objectives:
 - o Energy Planning Services
- Duration: 12 Months.
- ♦ Facilities/Locations: TBD/Downey, CA.
- ♦ Square Footage: N/A.
- ◆ Resources: Minimum 1 engineering personnel and provide registered PE/CEM to review all aspects of the Scope of Work and documentation.
- ♦ Site Visits: N/A.

Scope of Work

1. Energy Planning Services

PacificWest Services:

- ♦ Initiate Client work phase kick-off meeting and develop agreed upon project expectations, goals, and objectives.
- Improve energy efficiency by evaluating various energy technologies.
- ◆ Develop energy policies, strategies, programs, and energy measures, as directed by Client.
- ♦ Assist with revisions to strategic energy plan.
- ◆ Prop 39 Annual Reporting and Project Reporting.
- Review related work that could improve environmental health and safety of classroom conditions.
- Typical work responsibilities include, but are not limited to:
 - Evaluating and monitoring current energy usage.
 - o Identifying energy saving opportunities in existing facilities.
 - o Ensuring accurate records are maintained.
 - o Providing technical energy efficiency and conservation services.
 - o Managing all stages of energy project implementation.



- Initial focus to target battery energy storage solutions, solar photovoltaic power purchase options, and other demand side management strategies.
- Attend applicable meetings, conference calls, and web-based meetings, as needed.
- Attend Board presentation meetings, as needed.

PacificWest Deliverables:

- Documents/Reports: TBD.
- ◆ Target Timeline: 12 Months.

PacificWest Requirements:

- Client to provide the following prior to project commencement and requested responses within 2 business days of request:
 - o Finalized Project Requirements/Expectations/Objectives
 - o Other Items TBD.

General Conditions & Exclusions

General Conditions & Exclusions as noted:

- ♦ This proposal expires (30) days from the date of this proposal.
- Invoices to be processed on a monthly basis and shall be promptly paid within (30) Days of invoice receipt by Client.
- Any alteration or deviations from the above specifications involving extra cost of material or labor will be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract.
- ◆ Additional time in excess of the initial Scope of Work amount will be billed in accordance with the attached fee schedule with prior Client approval.
- ♦ Client Appointed Engineering Manager or Project Manager Shall Provide Oversight & All Appropriate Approvals. Client to provide appropriate responses/information to PacificWest within 2 business days of initial request or within agreed upon timelines. Project schedule may be postponed and additional fees may be assessed due to Client delays.
- PacificWest does not guarantee or warrant construction pricing, bids, schedules, incentive/rebate payment, or calculated savings amounts pertaining to the Scope of Work.



Fee Schedule

For services performed within the Scope of Work listed above, the following fee schedule will apply.

PROFESSIONAL SERVICES FEE SCHEDULE

PERSONNEL	RATE
Principal	\$205 Per Hour
Senior Engineer/Senior Project Manager	\$180 Per Hour
Engineer/Project Manager	\$155 Per Hour
Energy Analyst (Data Collection/Analysis)	\$125 Per Hour
CAD Designer	\$105 Per Hour
Administrative Assistant (Reports)	\$75 Per Hour

PacificWest Energy Solutions, Inc.	
Submitted By: Robert Cho President	
Downey Unified School District	
Approved By: Name: Christina Aragon Title: Associate Superintendent	

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

SERVICE AGREEMENT Agreement No. 201920-151

be an	IIS AGREEMENT made and entered into this 17th of September , 2019 by and tween WestEd , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. SERVICE PROVIDER will perform the services described in the "Scope of Work" attached
	as Addendum A and made part thereof.
2.	Location of Services. Downey Unified School District Office
3.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\(\frac{29,000}{\)} not to exceed \$\(\frac{29,000}{\)} for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 07/01/2019 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. The parties agree this Section 5. is inapplicable, as Service Provider and its employees/subcontractors will have no contact with District students in performance of the work under this Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

DISTRICT shall indemnify and hold harmless SERVICE PROVIDER, its officers and employees, from and against any liability, loss, cost or expense resulting from any injury or damage to persons or property caused by negligent acts or omissions of DISTRICT, its agents or employees while engaged in the performance of this agreement. DISTRICT shall maintain its regular premises liability coverage or insurance covering the building and facilities.

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

13. <u>Incorporation by Reference.</u> Any exhi	bits referenced herein shall be incorporated and
Downey Unified School District Service Agreement No. 201920-151	Page 3

made a part of this agreement.

Downey Unified School District

Service Agreement No. 201920-151

DISTRICT

Business Services

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

SERVICE PROVIDER

Dept.: Contracts Department

Name: WestEd

11627 Brookshire Ave. Downey, CA 90241	Address: 730 Harrison Street Address line 2: San Francisco, CA 94107
Contact: Darren Purseglove (562)469-6531/dpurseglove@dusd.net	Contact: Virgilio F. Tinio, Jr. Phone: 415-615-3136
, ,	email: contracts@wested.org
	Please be sure to include a current email address- the fully executed agreement will be returned to you by email
IN WITNESS WHEREOF, this Agreeme named parties, on the date indicated below	nt has been accepted and agreed by the below low:
DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRIC	<u>WestEd</u>
	Lawren Wromine
Signature .	Signature
Print Name: Christina Aragon Print Title: Associate Superintendent Business Services	Print Name: Lauren Wrotniak Print Title: Senior Contracts Administrator
Date:	Date: Sep 20, 2019
District use	only below line
Account Number to be Charged 01.0-7338	0.0-11100-10000-5804-7490000
Rani Bertsch, Ed.D., Director of Secondary Education	
Name and Title of Site Administrator-Ple	ease print
Downey Unified School District	Page 4 ·

Derting 8	9-20-19
Signature of Site Administrator	Date
Signature of Program Director ONLY IF using categorical funds	Date



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Addendum A

Downy Unified School District Scope of Work 2019-2020 Co-Teaching: A Model for Effective Practices to Meet the Needs of ALL Learners in the General Education Classroom

Intended Audience: General and Special Educators who are currently or will be co-teaching; district and site personnel who provide support for co-teachers

Workshop Purpose: Establish the purpose of and research supporting co-teaching as an instructional delivery model; provide the practical tools and guidance for teachers to implement effective co-teaching.

Workshop Description: This series of workshops will establish a shared understanding of the purpose of co-teaching, explore the research that supports this instructional delivery model as a valuable component of the range of inclusive practices designed to meet the academic needs of students with disabilities. The workshops will define what co-teaching is and is not, the challenges and solutions to implementing a successful and sustainable co-teaching program, and examine the six co-teaching instructional models; participants will be provided the time and structure for guided application of new learning. Participants will be provided with tools and resources to support their continued learning.

Proposed Professional Development and Support:

- Provide Professional Development and support for district and site administrators and support personnel focused on implementation of a sustainable and effective coteaching program;
- 2. Provide a combination of in-person, on site Professional Development, classroom observations and coaching feedback for teachers;
- 3. Provide access to online resources.

Scope of Work To Include:

Professional Development:	Target Audience	Days	Cost
Professional Development Workshops — Participants will: • Understand the purpose and practice of co-teaching; • Understand and apply the six co-teaching instructional models as a key component of classroom practices; • Reflect on and refine the use of the	General and special educators who are co-teaching.	2 Days	\$5800



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six instructional models in the cotaught classroom; Review how to implement each model for different grade levels, class structures, and content areas; Utilize the co-planning framework to plan lessons; Ensure SAI (Specialized Academic instruction) is a critical component of instruction; Understand the principles and guidelines of Universal Design for Learning instructional framework; Continue to refine and improve use of the co-teaching instructional models and co-planning framework. CLASSROOM VISITS and Coaching WestEd consultant will visit co-taught classes prior to workshops (after the first workshop) to gather data and information which will inform refinements made to the PD plan for future workshops.	Meet with co-teachers after observing their class to provide actionable feedback and support; partner with program specialists and district support personnel to build sustainable support model.	3 Days in Fall 3 Days in Spring	\$17400
Introduction to Co-Teaching New Cohort • Understand the purpose and practice of co-teaching; Understand and apply the six co-teaching instructional models as a key component of classroom practices; • Utilize the co-planning framework to plan lessons; • Ensure SAI (Specialized Academic instruction) is a critical component of instruction; • Understand the principles and guidelines of Universal Design for Learning Instructional framework;		2 Day	\$5800



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Padlet wall Continue to update the padlet wall with resources for teachers to use and share with others.		
Total \$2900 per day (inclusive of prep and travel expenses)	8	\$29,000

Rani Bertsch, Ed.D.
Director of Secondary Education
Downey Unified School District
11627 Brookshire Ave.
Downey, CA 90241
(562) 469-6780
562-469-6577 (voice)
562-469-6597 (fax)

rbertsch@dusd.net

Bernice Madariaga
Senior Secretary
Secondary Education
Downey Unified School District
11627 Brookshire Ave.
Downey CA 90241

bmadariaga@dusd.net 562-469-6781

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

SERVICE AGREEMENT Agreement No. 201920-154

e in	IIS AGREEMENT made and entered into this <u>5th</u> of <u>September</u> , <u>2019</u> by and tween <u>Paradise Cookies and Cream</u> , hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
l .	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. Paradise Cookies and Cream will serve ice cream and a cookie to 380 attendees of the
	Warren vs Downey Football Game
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$1,615.00, not to exceed \$_1,615.00 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 11/1/19 and will terminate on or before 11/2/19 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting, SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

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

Downey Unified School District
Service Agreement No. 201920-154

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER Paradise Cookies + Ice Cream **Downey Unified School District** Name: Dept.: **Business Services** PU BUK 80906 Address: 11627 Brookshire Ave. San Marino. Downey, CA 90241 Contact: Contact: Debbie Black Phone/email: 626 - 329-1313 (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: SERVICE PROVIDER DISTRICT DOWNEY UNIFIED SCHOOL DISTRICT Signature Print Name: Christina Aragon Print Title: Associate Superintendent Print Title: **Business Services** Date: Date: District use only below line Russ Heidler, Assistant Principal Name and Title of Site Administrator-Please print Digitally signed by Russ Heicke Date: 2019 09 10 08 34 03 -07:00 9/5/19 Russ Heicke Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date

Downey Unified School District Service Agreement No. ______

Page 4 of 4

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

SERVICE AGREEMENT Agreement No. 201920-155

bet and	S AGREEMENT made and entered into this 6th of September, 2019 by and ween Sweet Lou's BBQ , hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually see as follows:
•	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Sweet Lou's BBQ will serve BBq meats and sides to 165 attendees of the
	Warren vs Downey Football Game
	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$2,909.50, not to exceed \$2,909.50 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
	Term. The term of this agreement begins 11/1/19 and will terminate on or before 11/2/19 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
	Background Check and Fingerprinting, SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School District
Service Agreement No. 201920-155

Page 2 of 4

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

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

Downey Unified School District
Service Agreement No. 201920-155

Page 3 of 4

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

Name:

SERVICE PROVIDER

Sweet Lou's BBQ

Catering

DISTRICT

Business Services

Downey Unified School District

Dept.: 13881 Bush St., Westminster, Ca. 11627 Brookshire Ave. Address: 92683 Downey, CA 90241 Luis Leon Contact: Debbie Black Contact: Phone/email: 714/891-7959/littleredrooster55@yahoo. (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Sweet Lou's BBQ Luis Leon Signature Signature Print Name: Christina Aragon Print Name: Luis Leon Print Title: **Associate Superintendent** Owner Print Title: **Business Services** October 8, 2019 9/6/19 Date: Date: District use only below line Account Number to be Charged 01.0-00000.0-0000-27000-4310-4266300 Russ Heicke, Assistant Principal Name and Title of Site Administrator-Please print Russ Heicke Digitally signed by Russ Hecke Date 2012 09 06 10:06 46 -07:00" Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4 Service Agreement No. ___201920-155

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

SERVICE AGREEMENT Agreement No. <u>201920-157</u>

THIS AGREEMENT made and entered into this 13 of September 2019 by and between Super Fun Factory & Warren High School , 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. Super Fun Factory will be providing photo services for 150 Warren High School students from 4:00PM to 6:00PM for Link Crew's Freshmen Tailgate. 2. Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$:199.00 , not to exceed \$ 191.00 SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241. 3. Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement. 4. Term. The term of this agreement begins 9/13/19 and will terminate on or provided all services under this Contract are performed in a before 9/13/19 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. <u>Background Check and Fingerprinting</u>, SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is

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

determined that the SERVICE PROVIDER or SERVICE PROVIDER's

the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 201920-157

Page 2 of 4

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

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

Downey Unified School District					
Service Agreement No.	201920-157				

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

Name:

SERVICE PROVIDER

Super Fun Factory

DISTRICT

Downey Unified School District

Business Services	Dept.:		
11627 Brookshire Ave.	Address:	7915 Californi	a Ave
Downey, CA 90241		Huntington Pa	ark, CA 90255
Contact: Debbie Black	Contact:	Phillip Flores	
(562)469-6521/dblack@dusd.net	Phone/email:	323-537-3425)
IN WITNESS WHEREOF, this Agreeme named parties, on the date indicated be DISTRICT	low: SER	VICE PROV	IDER
DOWNEY UNIFIED SCHOOL DISTRIC	301	ER FUN FACT	OKI
Signature Chaesen		illip Flores	Digitally signed by Phillip Flores Date: 2019.09.03 18.01:22-0700*
Print Name: Christina Aragon	Pri	nt Name: $\underline{\mathcal{P}}$	hillip Flores
Print Title: Associate Superintendent Business Services	Pri	nt Title:(Okiner
Date: October 8, 2019	Da	e:	9/11/19
District use	only below li	ne	
Account Number to be Charged 01.0-03	3000.0-11100-100	00-4310-42602	30
Russ Heicke, Assistant Principal			
Name and Title of Site Administrator-Pl	ease print		
Russ Heicke	tally agred by Ruse Heicke er 2019 09 11 13 47 28 -0700*		9/11/19
Signature of Site Administrator			Date
Signature of Program Director ONLY IF using categorical funds Date			
Downey Unified School District Service Agreement No. 201920-157	_		Page 4 of 4

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

SERVICE AGREEMENT Agreement No. 201920-158

be an	HIS AGREEMENT made and entered into this 8th of October, 2019 by and stween OverDrive Education, hereinafter called the SERVICE PROVIDER at the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Addendum A attached.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$5,000.00, not to exceed \$5,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins July 1, 2019 and will terminate on or before June 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.
	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

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. AMENDMENT TO THE STANDARD AGREEMENT: The proceedings shall be pursuant to the rules and precedents of the American Arbitration Association. The parties shall share the cost of the arbitration equally Approved D U S D ______ Approved College & Career Readiness Approved OverDrive Education
- 9. Force Majeure Clause. The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 10. Attorney's Fees. If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 12. <u>DISTRICT's Right of Retention.</u> DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. Incorporation by Reference. Any exhibits referenced here	ein shall be incorporated and
DownEyelfine Pation this agreement.	Page 3 of 4
Service Agreement No. 201920-158	5

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

Name:

Dept.:

Address:

DISTRICT

Business Services

11627 Brookshire Ave.

Downey Unified School District

SERVICE PROVIDER

OverDrive, Inc.

One OverDrive Way

School

Downey, C	CA 90241		Cleveland,	, OH 44125
	Debbie Black	Contact:	Bailey Hot	ujac .
(562) <u>469-</u>	6521/dblack@dusd.net	Phone/email:	bhotujac@	rakuten.overdrive.com
named parti	S WHEREOF, this Agreemes, on the date indicated be	elow:	ccepted ar	
DISTRICT		SER	VICE PRO	OVIDER
DOWNEY U	NIFIED SCHOOL DISTRIC	Ove	rDrive, Inc.	
Owstar Signature	MO Chager	Sigi	MA F	amer
Print Name:	Christina Aragon	Pri	nt Name:	Greg Farmer
Print Title:	Associate Superintendent Business Services	Pri	nt Title:	<u>CFO</u>
Date:	October 8, 2019	Dat	e:	9/27/19
	District us	e only below li	ne	
Account Nur	mber to be Charged 01.0-0	3000.0-11100-100	00-4320-746	60370 '
	s, Director of College and Career			
	itle of Site Administrator-Pl			
X				9-27-19
Signature of	Site Administrator			Date
Signature of	Program Director ONLY IF	using categori	cal funds	Date
Downey Unified Service Agreeme	School District ent No. 201920-157	_		Page 4 of 4

Sora Access Agreement

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us", or "our") provides digital content, software applications, technology services and hosted websites for third parties, including entities or institutions that subscribe to OverDrive's Sora service ("School Account"). This Access Agreement ("Agreement") applies to School Account's use of the OverDrive-hosted websites, applications, software, technologies and services related to Sora (collectively referred to as "Sora Service").

By accessing and/or using the OverDrive Sora Service, School Account agrees to be legally bound by this Agreement, OverDrive's <u>Terms and Conditions</u>, general <u>Privacy Policy</u>, <u>Privacy Policy for Children</u>, and the OverDrive Marketplace Local Content Terms and Conditions (if applicable) which are expressly incorporated herein by reference and made a part of this Agreement. The terms and conditions in this Agreement and all incorporated agreements, terms, and policies take precedence over any and all School Account terms and conditions listed on purchase orders or other School Account documents sent to OverDrive.

1. Sora Service License

- 1.1 OverDrive grants School Account and authorized employees, staff, students, and other users that School Account authorizes to access, use, and connect to the Sora Service (collectively "End Users") a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the Sora Service. School Account shall implement and maintain commercially reasonable measures to ensure that only authorized End Users have access to the Sora Service and Digital Content. OverDrive reserves the right to prohibit any conduct involving the Sora Service, including but not limited to School Account allowing unauthorized access to Sora Service, that it deems to be in violation of this Agreement in its sole reasonable discretion. If OverDrive makes the determination that any prohibited conduct in violation of this Agreement has occurred, OverDrive may take all necessary remedial measures, up to and including requiring the School Account to use an alternative authentication method to access the Sora Service and/or termination of this Agreement.
- 1.2 OverDrive shall create a single website for School Account's and End Users' use of the Sora Service. OverDrive has the right, at any time, to make modifications to the operation, performance, or functionality of the Sora Service to improve the quality of the Sora Service, in OverDrive's sole reasonable discretion. OverDrive has the right, at any time, to discontinue distribution of any or all components of the Sora Service or Digital Content, to add and/or remove supported services or Digital Content from the Sora Service, or to provide new versions, updates, or corrections for any software, hardware, or operating system.
- 1.3 OverDrive grants School Account access to an administrative account in the OverDrive Marketplace where School Account may run reports, purchase and manage Digital Content. The grant for access to the OverDrive Marketplace is non-transferable and the login credentials are confidential and shall not be disclosed to any third party.

2. Digital Content License

- 2.1 OverDrive grants School Account and End Users a non-assignable, non-transferable, limited license to use the digital content provided by OverDrive's suppliers ("Digital Content") for personal, non-commercial use.
- 2.2 End Users and/or School Account may access and/or download the Digital Content:
 - (a) On school-issued devices or school-owned computers with exclusive and individual unique user accounts where the device is restored to its original configuration after each use.
 - (b) On school-issued, shared devices that are issued to students under a one-to-one device program where each device is assigned to or borrowed by a single student at a time;
 - (c) On End User personal devices directly;

- (d) On shared school, classroom or media center computers which employ an application that restores the computer to its original configuration after use by an individual student (e.g. Deep Freeze, Windows SteadyState, or other similar application). or
- (e) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction, which may include projecting Digital Content on a classroom whiteboard, Smart Board, or other similar technology, or listening and/or watching Digital Content in the classroom.
- 2.3 All rights, title, and interest in the Digital Content are reserved by its owners and School Account and/or End Users do not acquire any ownership rights in the Digital Content as a result of downloading and/or accessing the Digital Content.
- 2.4 OverDrive is a distributor of Digital Content supplied by third parties, including publishers and others. Accordingly, any opinions, advice, statements, offers, services, or other information or content expressed by third parties are those of the respective author(s) and not OverDrive. OverDrive neither endorses nor is responsible for the accuracy or reliability of information in the Sora Service or Digital Content made by anyone other than authorized OverDrive employee spokespersons acting in their official capacities.

3. Support Services

- 3.1 School Account agrees to perform primary support services to its End Users, including day-to-day help, support, technical aid, and other assistance for End User's use of its Sora Service or for any issues arising from the use of the Sora Service ("Primary Support"). School Account shall assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the Sora Service and to provide Primary Support.
- 3.2 School Account shall perform requested installation, upgrades, and reasonable technical services for Primary Support of the Sora Service pursuant to installation and support procedures and policies as developed by OverDrive and as modified from time-to-time. OverDrive shall provide School Account with documentation regarding Primary Support.
- 3.3 OverDrive shall provide Secondary Support to School Account. "Secondary Support" shall consist of technical support services by email and phone in the English language to School Account, including reasonable efforts to assist School Account in providing Primary Support. OverDrive shall provide such Secondary Support by email and phone during its normal business hours of Monday Friday 8:30 AM to 5:30 PM United States Eastern Time.

4. Term, Termination and Payment

- 4.1 Unless otherwise agreed, the term for School Account's access to the Sora Service shall be for a period of twelve (12) consecutive months starting the effective date of service launch. OverDrive, in its sole discretion, may launch the Sora Service sixty (60) days after receipt of the School Account's order form if the Sora Service has not launched before that time. The Sora Service and the terms of this Agreement shall automatically renew for successive terms of twelve (12) consecutive months unless either party provides written notice of intention not to renew at least thirty (30) days prior to the expiration of the then current twelve (12) month term.
- 4.2 School Account obtains certain rights and access to use the Digital Content and Sora Service for the term of its agreement with OverDrive. At the end of such term, all the licenses granted to School Account shall be terminated immediately, including School Account's access to the Sora Service and any and all Digital Content.
- 4.3 All payments are due to OverDrive within thirty (30) days of receipt of invoice. OverDrive, in its sole discretion, may require payment by School Account before OverDrive will set the Sora Service live. In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services, School Account shall remedy the breach within thirty (30) days upon receipt of written notice from OverDrive. If School Account fails to remedy such a breach within the period of thirty (30) days, OverDrive may, in its sole discretion, terminate the Agreement with School Account upon written notice to School Account and/or temporarily or permanently suspend School Account's access to the Sora Service.

4.4 This Agreement is a commitment of the current revenues of the School Account and its governing body. If School Account's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) School Account shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by School Account's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive Sora Service provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Agreement and all Sora Services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

5. General Provisions

- 5.1 OverDrive may assign this Agreement. In the event OverDrive enters into an agreement to sell substantially all the assets of OverDrive, this Agreement shall be binding upon the purchaser. This Agreement may not be assigned by School Account nor any duty hereunder be delegated by School Account without the prior written consent of OverDrive which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.
- 5.2 Neither OverDrive nor its licensors shall be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.
- 5.3 The Sora Service and/or Digital Content may require the use of third-party applications or services that are subject to their own, separate license agreements and/or terms and conditions not under OverDrive's control. OverDrive expressly disclaims any and all risks and liabilities associated with the use of any such third-party offerings.
- 5.4 This Agreement, and all incorporated documents herein, constitutes the entire Agreement and understanding of the parties. We may make changes to this Agreement. Please check this page periodically for updates. School Account acknowledges that School Account's continued use of the Sora Service means that School Account agrees to be bound by such changes.

Updated May 2019.



Addendum "A" Sora Order Form

Name of School (Ruils	ling) or District: Downey U	School Infor		ha fallowing schools	only: Downou High
1	us High, Doty Middle, Grift	•			• •
Address: PO Box 7017					
City/State/Zip Code: [Downey, CA 90241				
		Primary Co	ntact		
Name: Mr. Jo	hn Harris	Title:	Directo	or, College & Career	Readiness
Telephone: (562)	469-6577	Email:		jharris@dusd.net	
		Billing Con	itact		
Name: Downey U	Inified School District	Title:	Acco	unts Payable Departmer	<u>ıt</u>
Telephone: (56	2) 469-6622	Email:	acco	untspayable@duse	d.net
Bill To Address: 11	627 Brookshire Avenu	е			
City/State/Zip Code:	Downey, CA 90241-7017				
		Annual F	ee		
		\$ 5,00	0		
Ado	ditional Amount to Place o	on Deposit fo	or Future	Digital Content Purcl	hases
□ \$1,000	□ \$2,000	□ \$4,00	0	□ \$8,000	☐ Other: \$
□OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.					
 OverDrive® products and services for schools are licensed pursuant to the OverDrive Sora Access Agreement, available at https://company.overdrive.com/sora-aa.pdf, the terms of which are incorporated herein and which may be modified from time to time. The full Annual Fee is allocated towards the selection of Digital Content. The Annual Fee is non-refundable. The Annual Fee and any amounts placed on deposit for future Digital Content purchases will be invoiced upon receipt of signed order form. 					
Acknowledgement and a comment of my institution and a comment of the comment of t	n, my signature below indica	tes acceptanc	e of the O	verDrive Sora Access Ag	reement, as well as my
By (signature)	motiona Ora	QN_	Title	Associate Superinten	ndent, Business Services
Name (Print)	Christina Aragon		Date	October 8, 20	019
Please complete	e this order form and email	i to <u>sales@ov</u>	erdrive.c	om or return by fax to	+1 216-573-6889
	Ove	⊇rDı	ive	J .	

One OverDrive Way • Cleveland, OH 44185 • P: +1 216-573-6886 • F: +1 216-573-6889

© 2019 OverDrive, Inc.

Education

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

SERVICE AGREEMENT Agreement No. 201920-159

THIS AGREEMENT made and entered into this 9 of September 2019 by and between Haynes Family of Programs - S.T.A.R. Acar, 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 Provide 20 hours of Supplemental Academic Services (SAS) i 2. Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$85.00/Per hour , not to exceed \$1,700.00 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 October 8, 2019 and will terminate on or before __une.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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School District
Service Agreement No. 201920-159

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(les), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 10. <u>Attorney's Fees.</u> If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 12. <u>DISTRICT's Right of Retention.</u> DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
- 13. Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District
Service Agreement No. 201920-159

Page 3 of 4

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

Name:

Dept.:

Address:

SERVICE PROVIDER

Haynes Family of Programs

S.T.A.R. Academy

P.O. Box 400

DISTRICT

Business Services

11627 Brookshire Ave.

Downey Unified School District

Downey, CA 90241		La Verne,	CA 91750
Contact: Debbie Black	Contact:		ceda, Director, NPA
(562)469-6521/dblack@dusd.net	Phone/email:	909-667-2	2107, jonas@leroyhaynes.org
IN WITNESS WHEREOF, this Agreemer named parties, on the date indicated belo	ow:		
DISTRICT	SER'	VICE PR	OVIDER
DOWNEY UNIFIED SCHOOL DISTRICT Signature		nes Family ature	of Programs - S.T.A.R. Academy
Print Name: Christina Aragon	Prir	it Name:	Daniel Maydeck
Print Title: Associate Superintendent Business Services	Prir	it Title:	CEO/President
Date:	Date	e:/	9/9/19
District use	only below lii	10	•
Account Number to be Charged 01.0 6	5000.0 57500 °	11800 58	16 7430000
Patricia G. Sandoval, Director of Spe			
Name and Title of Site Administrator-Ple	asę print		
10/2n QQ			924/19
Signature of Site Administrator			Date '
Signature of Program Director ONLY IF	using categoric	al funds	Date
Downey Unified School District Service Agreement No			Page 4 of 4



EDUCATION CENTER

Non-Public School & Non-Public Agency Services Haynes Education Center (NPS) & S.T.A.R. Academy (NPA)

Rate Sheet - Home Based Services 2019-2020***

(1) Supplemental Academic Services (SAS) or Transition Services	\$85.00	Per Hour
(2) In-Home & Hospital (IHH)/Resource Specialist Program (RSP) Services**	\$120.00	Per Hour
(3) Educational Counseling & Guidance – Individual	\$100.00 to \$120	.00 Per Hour
a. Parent Training	\$100.00	Per Hour
b. Educational Counseling		
a. E.R.I.C.S. or E.R.M.H.S.	\$120.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual		
a. Language & Speech Therapy	\$165.00	Per Hour
b. Language and Speech Assessment	\$1,750.00	Per Student
c. Language and Speech Assessment – Includes AAC Assessment	\$1,950.00	Per Student
(5) Occupational Therapy (OT) – Individual		
a. Occupational Therapy	\$165.00	Per Hour
b. Occupational Therapy Assessment	\$1,750.00	Per Student
(6) Behavior Intervention - School or Home Based		
a. Behavior Intervention Implementation (BII)	\$85.00	Per Hour
b. Behavior Intervention Development (BID) or Consultation	\$130.00	Per Hour
c. Functional Behavioral Assessment - One Location	\$1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School & Home)	\$1,950.00	Per Student
e. Functional Analysis Assessment	\$1,950.00	Per Student
(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard		
of Hearing	\$100.00	Per Hour
(8) Academic Achievement Test or Transition Assessment	•	
a. Comprehensive Academic Assessment (WJ IV, KTEA, Brigance) - Max 2 Tests	\$850.00	Per Student
b. Transition Assessment	\$1,700.00	
**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Educati	• •	

**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charge at the same hourly rate listed above.

***School District & Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized NPA service/
contracted hours. SSR report will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services as "Final Session/SSR."

Updated: 02/01/19

DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 201920-160

This /	AGREEMENT is made and entered into this .	14	_day of	August	20 <u>19</u>	_,
betwe	een the Downey Unified School District ("DIS	TRIC	CT") and			
JEFF	DAY		, ("CONSUL	TANT"), to pr	ovide servic	es:
	r the direction of: BERTSCH	SE	CONDARY ED	UCATION	•	
(Print	ed Name Administrator Site/Department)	Sit	CONDARY ED	nt)		
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the follow places mutually acceptable to DISTRICT as will include the following: (Attach additional)	nd C	ONSULTAN	T. CONSULT	imes and ANT service	es
	To provide and assign middle	,				
2.	LOCATION OF PERFORMANCE/SERVIC	E: <u>D</u>	USD MIDDLE	SCHOOLS		
3.	PERIOD OF AGREEMENT This Agreement is effective AUGUST 14 MAY 31, 2020 inclusive. CONSULT reserves the right to cancel this agreement non-availability or non-appropriation of suff	ANT at a	acknowledging time and/	ges that the D	ISTRICT ful	
4.	CREDENTIAL Does service provided require a credential,	certi	ficate, or pe	mit: Ye	s No	
	Have you ever paid into or are you a retiree	e of C	CalSTRS?	Yes	s √Vo	
	If Yes and service requires a credential, ce employee, paid through District payroll, sub Contact Certificated Personnel for an applicated personnel for an applicate may be responsible for the cost of fingerpricate employed after retirement in classified positions an aide in a class with a high pupil-to-terinstruction in a remedial class or for underposection 45134 and Section 88033.).	oject cation ting tions	to withholdir n prior to be . NOTE: Cal in the public r ratio, or (2)	ig and fingerp ginning servic STRS retirees s school syste to provide on	rint clearand es. Individu s may not bo m except: (ne-on-one	ce. al e
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 \$NTE \$11,000.00 per

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

Agreement for Independent Consultan	t Services
2 Page	Rev. 0 7/10/1 8

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

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

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

9. FINGERPRINTING

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

Agreement for Independent Consultant Services

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10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for I	ndependent Consultant Services	
4 Page		R e v. 0 7/10/1 8

JEFF DAY Consultant Name	Downey Unified School District
Signature .	Christina Aragon Associate Superintendent
Taxpayer ID no. or Soc. Sec. Number	October 8, 2019 Date
Street Address	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520
City, State, Zíp Code	
Date . District of	use only below line
<u> </u>	
Account Number to be Charged: #01.0-000	00.0-11100-42000-5804-7492600
Rani Bertsch, Director of Secondary Education	9/12/19 · Dentral
Print Name and Title of Site Administrator	Date Signature of Site Administrator
If using categorical funds, forward this agre Approval before sending to Business Servi	eement to the appropriate Program Director for ces.
Signature of Program Director	Date Financial Services (verify acct. #)
Agreement for Independent Consultar	
	•

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

SERVICE AGREEMENT Agreement No. <u>201920-161</u>

THIS AGREEMENT made and entered into this 25 of October between Super Fun Factory & Warren High School, 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. Super Fun Factory will be providing photo services for 150 Warren High School students from 6:00PM to 8:00PM for Link Crew's Day of the Dead event. 2. <u>Cost of Services.</u> The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$399.00 , not to exceed \$399.00 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 10/25/19 __ and will terminate on or before 10/25/19 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice. 5. Background Check and Fingerprinting, SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School	District
Service Agreement No.	201920-161

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

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

Downey Unified School	District
Service Agreement No.	<u>201920-161</u>

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

Name:

DISTRICT

Downey Unified School District

SERVICE PROVIDER

Super Fun Factory

Business Services	Dept.:				
11627 Brookshire Ave.	Address:	7915 California A	ve		
Downey, CA 90241		Huntington Park,	CA 90255		
Contact: Debbie Black	Contact:	Phillip Flores			
(562)469-6521/dblack@dusd.net	Phone/email:	323-537-3425			
IN WITNESS WHEREOF, this Agreement named parties, on the date indicated belongers.	ow:	cepted and agre	•		
DOWNEY UNIFIED SCHOOL DISTRICT	<u>SUP</u>	ER FUN FACTOR	<u>Y</u>		
Signature Signature		illip Flores	Digitally signed by Phillip Flores Date: 2019.09.03 17:59:21 -07'00'		
Print Name: Christina Aragon	Prir	nt Name:			
Print Title: Associate Superintendent Business Services	Prir	nt Title:			
Date: October 8, 2019	Dat	e:	***************************************		
District use only below line					
Account Number to be Charged 01.0-03	000.0-11100-100	00-4310-4260230			
Russ Heicke, Assistant Principal					
Name and Title of Site Administrator-Ple	ase print				
Russ Heicke Digital	illy signed by Russ Heicke 2018 09 11 13 45 56 -0700°		9/11/19		
Signature of Site Administrator			Date		
Signature of Program Director ONLY IF	using categoric	cal funds	Date		
Downey Unified School District Page 4 of 4					

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

SERVICE AGREEMENT Agreement No. 201920-162

bet and	IS AGREEMENT made and entered into this 20th of June, 2019 by and tween Charity Vision International Foundation, hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide no-cost eye exams and free glasses to qualifying students in grades K-12, through the
	Force for Good School Screening Program.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$-0, not to exceed \$-0 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins August 14, 2019 and will terminate on or before May 29, 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unitied School	DISTRICT
Service Agreement No.	201920-162

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

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

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER **Downey Unified School District** Name: **Business Services** Dept.: 11627 Brookshire Ave. Address: Downey, CA 90241 Perry Contact: Debbie Black Contact: HALEIGH (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Signature Signatùre Print Name: Doshum Print Name: Christina Aragon COD Associate Superintendent Print Title: **Print Title: Business Services** Date: Date: District use only below line Account Number to be Charged n/a Dr. Robert Jagielski, Sr. Director Name and Title of Site Administrator-Please print Signature of Site Administrator

Downey Unified School District
Service Agreement No. 201920 - 162

Date

Signature of Program Director ONLY IF using categorical funds

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

SERVICE AGREEMENT 201920-163

	6 1 0 2019
TH bet and agr	IS AGREEMENT made and entered: this 13 of Settlember, by and ween Tiki? Shared Viveren , hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually see as follows:
1.	Service Description, SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern Severed up to 100 Shaduh Shadi Shadi ite or
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 395, not to exceed \$
	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 and will terminate on or before 9 13 19 6:10 provided all services under this Contract are performed in a satisfacto and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School	District
Service Agreement No.	201920-163

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

Downey Unified School District	
Service Agreement No.	201920-163

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER **Downey Unified School District** Name: **Business Services** Dept.: 11627 Brookshire Ave. Address: Downey, CA 90241 Contact: Debbie Black Contact: (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: SERVICE PROVIDER DISTRICT DOWNEY UNIFIED SCHOOL DISTRICT Signature Signature Print Name: Print Name: Christina Aragon Print Title: Associate Superintendent Print Title: **Business Services** Date: Date: District use only below line Account Number to be Charged 01.0 - 03000 . D - 11100 - 10000 - 4310 - 4260330 Name and Title of Site Administrator-Please print 9/19/19 Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date Page 4 of 4 **Downey Unified School District** Service Agreement No. 201920-163

Emics, Inc. dba Informed K12 DUSD Agreement #201920-165 Informed K12 Agreement

This Agreement is made as of September 5, 2019 between Emics, Inc. and Downey Unified School District, covering the services to be provided below from the commencement of this Agreement through September 4, 2024. This Agreement supersedes and replaces any and all prior written and oral agreements between Emics, Inc. and Downey Unified School District. This agreement automatically renews each year in September unless Downey Unified School District provides written notice of cancellation at least 30 days prior to the end of each 365-day period. Payment is due to Emics, Inc. 30 days after the initiation or renewal of services.

Emics, Inc. will provide the following:

- Ongoing assistance and staff support. Informed K12 will provide a dedicated client success and implementation specialist as the primary contact for your district.
- Advanced access to new features, and full access to the Informed K12 system. You will receive first notice and early review of all new developments.
- Dedicated accounts with setup and configuration. Account services will adhere to the terms and definitions
 outlined in our Privacy Policy. In sum, you control your account information, documents, and settings. We will not
 rent or sell your information to third parties outside Emics, Inc. and its group companies (including any parent,
 subsidiaries and affiliates) without your consent.

During the term of this Agreement, Downey Unified School District will provide:

- Primary contact: Identify one staff member as your primary contact, who provides direct input to the Informed K12 team in order to ensure success.
- Feedback and review: As a valued informed K12 customer, you will have the ability to help to shape and improve the tool for all educators by providing feedback and reviewing any findings together for continuous improvement.

We look forward to a long lasting and mutually beneficial relationship.

Emics, Inc.	Downey Unified School District	
Jennifer Bundy Authorized Signature	Authorized Signature	
Jennifer Bundy	Christina Aragon	
Print Name	Print Name	
09/06/2019	9/23/2019	
Date	Date	



Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241

Service	Unit Price
Internal Office forms and workflow processes 10 Plan: 10 process package, internal forms All processes include: Unlimited electronic signatures, interactive form fields, pre-filled data fields, and reusable templates to automatically collect, route, and track responses and approvals Unlimited responses archived with full access search and nightly back-ups for all data Phone, chat, and email support for form managers and recipients Continuous upgrades and extensive browser and device support Online webinars and resources for form managers	\$22,000 / year
ANNUAL COST DUE DATE:	\$22,000

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

SERVICE AGREEMENT Agreement No. 201920-171

et and	IS AGREEMENT made and entered into this <u>1st</u> of <u>October</u> , <u>2019</u> by and ween <u>Bayha Group</u> , hereinafter called the SERVICE PROVIDER details the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
	See attached scope of work.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$8,000 fixed price, not to exceed \$8,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins <u>October 1, 2019</u> and will terminate on or before <u>December 2, 2019</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting, SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

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

SERVICE PROVIDER

Name:

Downey Unified School District

Bayha Group

Dept.: **Business Services** 7875 Highland Village Pl., Ste B102-383 Address: 11627 Brookshire Ave. San Diego, CA 92129 Downey, CA 90241 June Bayha Contact: Contact: Debbie Black Phone/email: 858.837.1360 june@bayhagroup.com (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: SERVICE PROVIDER DISTRICT Bayha Group DOWNEY UNIFIED SCHOOL DISTRICT Signature Print Name: June Bayha Print Name: Christina Aragon CEO Print Title: **Associate Superintendent** Print Title: **Business Services** 9/28/2019 Date: Date: District use only below line Account Number to be Charged __ Name and Title of Site Administrator-Please print Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4 Service Agreement No. 201920-171



Scope of Work

The following scope of work outlines responsibilities and tasks to be carried out by Bayha Group in providing grant writing services to Downey Unified School District to rewrite two separate California Department of Education CTE Facilities Program grant proposals: one for Computer Science and the second for Biomedical pathways (due December 2, 2019). The contract period is from October 1, 2019 to December 2, 2019.

Tasks

ACTIVITY	DATES
Review and analyze grant application results from previous Downey CTE facilities grant proposals to inform the CDE CTE Facilities Program Request for Applications.	By October 15, 2019
As needed, compile and review information which may include discussions with people involved in the project planning and grant development.	By October 20, 2019
Rewrite CTE facilities grant proposals based on feedback from previous scoresheets, including updating pertinent labor market and career pathway enrollment information: for Computer Science and for Biomedical pathways facilities.	By November 1, 2019
Get feedback from DUSD team on grant proposals: one for Computer Science and one for Biomedical pathways facilities.	By November 8, 2019
Provide complete grant proposal package ready for submission to funder for Computer Science and Biomedical pathways facilities.	By November 20, 2019

Payment Terms

The total cost of the proposed work is 4,000 per grant CTE Facilities proposal x 2 proposals = 8,000.

Downey Civic Theatre Contract # 19-0013

THIS AGREEMENT is entered into the 10th day of September 2019, between Downey Unified School District located at 11627 Brookshire Avenue Downey, CA 90241 (the "CLIENT") on the one hand, and VenueTech Management Group, a California Corporation, agent for the City of Downey ("VENUETECH") on the other hand, collectively the "PARTIES".

- a) Whereas, Downey Civic Theatre is a public entertainment facility ("THEATRE");
- b) Whereas, THEATRE is owned by the City of Downey ("CITY") and is managed and operated by VENUETECH, on behalf of CITY:
- c) Whereas, CLIENT wishes to use THEATRE for "Downey Unified School District Concerts 2019/20 Fiscal Year" and agrees to enter into an agreement for the rental of THEATRE:

Now, Therefore, CLIENT and VENUETECH agree as follows:

1) Purpose. CLIENT shall be granted the right to use the THEATRE for the sole purpose of the production of "Downey Unified School District Concerts" on dates as listed below:

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10/7/19 - DUSD eSports Rehearsal
12/5/19 - Sussman MS Winter Concert
12/9/19 - DUSD eSports Competition
12/11/19 - WHS Choir & Band Winter Concert
12/12/19 - WHS Choir & Band Winter Concert
12/16/19 - Doty MS Winter Concert
12/17/19 - Downey HS Band Winter Concert
2/13/20 - Downey HS Dance Fundraiser Event
3/30/20 - DHS Theatre Program
3/31/20 - DHS Theatre Program
4/1/20 - DHS Theatre Program
4/2/20 - DHS Theatre Program
4/3/20 - DHS Theatre Program
March TBD - Stauffer MS Arts Gala
4/9/20 - Downey Symphony School Concerts
4/21/20 - DHS Band Spring Concert
4/22/20 - Downey HS Viking Awards
4/28/20 - Warren HS Band Spring Concert
4/29/20 - Warren HS Golden Bear Awards
5/5/20 - DHS Dance Review
5/6/20 - DHS Dance Review
5/7/20 - DHS Dance Review
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5/20/20 - Columbus HS Graduation Rehearsal

5/8/20 - DHS Dance Review 5/11/20 - Doty MS Spring Concert 5/13/20 - WHS Senior Awards

5/21/20 - DHS Senior Awards 5/27/20 - Columbus HS Graduation

- 2) Changes to these dates and times may occur and will be confirmed in Facility Rental Planning Guide Exhibit B.
- 3) Payment & Fees. CLIENT agrees to tender payment to City of Downey, for the rights hereby granted, a rental fee as well as other fees, costs and reimbursable expenses based

- on the fee schedule included in the THEATRE USE POLICIES attached hereto as EXHIBIT A.
- 4) Regulations & Policies. CLIENT agrees to abide by all of the regulations contained in the THEATRE USE POLICIES ("Exhibit A"), receipt of which is hereby acknowledged by CLIENT, and all additional requirements as instructed by Theatre Manager relating to the safe and professional presentation of EVENT.
- 5) Obligations of Client. CLIENT agrees to provide all information requested on the THEATRE RENTAL PLANNING GUIDE, attached hereto as Exhibit B.
- 6) Insurance & Indemnification. Throughout the term of this Rental Agreement, at CLIENT'S sole cost and expense, CLIENT shall keep or cause to be kept in full force and effect, for the mutual benefit of CITY and VENUETECH the following insurance coverage:
 - a. General Liability. Commercial general liability insurance comprehensive broad-form including public liability and property damage insurance against claims and liability for personal injury, death or damage arising from the use and/or occupancy of the Theatre, or use of adjoining areas of at least One Million Dollars (\$1,000,000.00) in single and aggregate coverage. City of Downey, City's officials, officers, employees, volunteers and agents, and VenueTech Management Group and VenueTech Management Group's officers, employees and agents, shall each be named in the policy as additional insured. All such policies shall contain language, to the extent obtainable, to the effect that (1) the insurer waives the right of subrogation against CITY and its elected officials, officers, agents, employees and/or representatives, and against VENUETECH and its officers, agents, employees and/or representatives; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY or VENUETECH, and (3) they may not be canceled or materially changed except upon thirty (30) days prior written notice by the insurer to the CITY and VENUETECH.
 - b. <u>Automobile Liability Insurance</u>. Automobile liability insurance, including, non-owned and hired automobiles used by the Client or its employees in the performance of this Agreement shall have a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.
 - c. Worker's Compensation Insurance. Worker's Compensation insurance as required by the laws of the State of California including statutory coverage for Employers Liability with limits not less than one million dollars (\$1,000,000); such worker's compensation coverage shall provide that the insurer waives the right of subrogation against CITY and its elected officials, officers, agents, employees and/or representatives, and against VENUETECH and its officers, agents, employees and/or representatives.
 - d. Rating. All policy or policies of insurance required herein shall be placed with insurers with a current A.M. Best's rating of no less than V:VII, licensed to do business in California, and satisfactory to the City and VenueTech.
 - e. <u>Notice Required</u>. Insurer must provide notice of intent to cancel no later than thirty (30) days prior to cancellation. In the event of any such cancellation or

- material change to this insurance coverage, then this Rental Agreement shall terminate and be of no further force and effect.
- f. Evidence of Insurance/Accord. CLIENT shall furnish to <u>VENUETECH</u> a certificate of insurance in the Accord format, evidencing the insurance requirements set forth above, <u>no later than fourteen (14) days prior to CLIENT'S use of the Downey Civic Theatre</u>.
- g. <u>No Limitation</u>. The limits of any insurance policy provided for under this paragraph shall not be construed as limiting CLIENT'S liability to CITY and VENUETECH as set forth in this Rental Agreement.
- h. Indemnification by Client. Client shall defend (with counsel acceptable to City and VenueTech), indemnify and hold the City, its officials, officers, employees, volunteers and agents, and VenueTech, its officers, employees and agents, free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Client, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the Client's use and occupancy of the Downey Civic Theatre, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Client shall defend, at Client's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City and/or, its officials, officers, employees, agents or volunteers and/or VenueTech. Client shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers and/or VenueTech, in any such suit, action or other legal proceeding. Client shall reimburse City and its officials, officers, employees, agents and/or volunteers and/or VenueTech, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Client's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, and agents or volunteers and/or VenueTech. Client shall not be obligated to defend, indemnify or hold the City or VenueTech harmless in any manner whatsoever for any claims or liability arising solely out of the City's or VenueTech's own negligent acts, errors or omissions or willful misconduct.
- 7) <u>Modification</u>. It is agreed that this agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of VENUETECH.
- 8) <u>Miscellaneous</u>. CLIENT further agrees that it will not sell, subcontract, exchange or barter, or permit its employees to sell, exchange or barter, any contract, permits or license issued to CLIENT or its employees hereunder.
- 9) <u>Failure to Comply</u>. In the event that CLIENT fails to comply in any respect with the terms and conditions of this agreement, all payment for the rental of THEATRE shall be deemed earned and non-refundable.

- 10) <u>Invalidity & Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.
- 11) <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California, and Venue shall be in Los Angeles County.
- 12) Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

In Witness whereof, this agreement has been executed by and on behalf of the parties hereto, the day and year written below.

VENUETECH	CLIENT
Ву:	
Print Name	Print Name
DATE	DATE
(Initial Here) information cor	d understand that I will be held responsible for all tained in this Agreement, which includes Exhibit A (Thea Exhibit B (Facility Rental Planning Guide).

RENTAL AGREEMENT DOWNEY CIVIC THEATRE

CONTRACT EXHIBIT A

THEATRE USE POLICIES

Pursuant to the Rental Agreement No. #19-0011 by initialing below, I acknowledge receipt of the Theatre Use Policies; I agree and understand that I must adhere to all Theatre Use Policies, including but not limited to the insurance, and indemnification policies:

Initial Here

RENTAL POLICIES

Rental Agreement - All performances and associated activities held at the Downey Civic Theatre must have a fully executed rental agreement prior to the clients' arrival at the facility.

Insurance & Indemnification – Pursuant to the terms and conditions of the Rental Agreement, "CLIENT shall furnish to <u>VENUETECH</u> a certificate of insurance in the Accord format, evidencing the insurance, <u>no later than fourteen (14) days prior to CLIENT'S use of the Downey Civic Theatre."</u>

Rental Rates - The Downey Civic Theatre will be rented to individuals, businesses and organizations based on a rate schedule approved by the Downey City Council. The current rental rates and fee schedule are included at the end of this document.

Theatre Enhancement Surcharge - A ticket surcharge will apply to support the Enhancement of the Downey Civic Theatre and the surcharges are as followed:

- \$0.00 per ticket charged for a ticket prices ranging from \$0 \$10.00
- \$1.00 per ticket charged for a ticket price ranging from \$11.00 \$39.99
- \$2.00 per ticket charged for a ticket price ranging from \$40.00 and up

Deposits - A use deposit of \$400 and a cleaning deposit of \$200 are required to hold a date on the Theatre calendar. All deposits will be applied at the time of settlement. The cleaning deposit is fully refundable if the THEATRE is left in a condition consistent with typical performing arts events and no additional cleaning or maintenance is required.

Cancellations - Cancellations must be made with written notification. All deposits will be refunded if cancellation occurs 120 days in advance of the contracted date. Cancellations made between 120 days and 60 days prior to the contracted date will result in forfeiture of the entire \$400 use deposit. Cancellations made less than 60 days prior to the contracted date will result in

forfeiture of payment for entire amount of base rent (per the rental estimate) plus reimbursement for all services provided and costs incurred by THEATRE.

Dates Held With No Deposit – Dates may be held on the Theatre calendar with no deposit during the period that the renter is negotiating talent routing and/or other scheduling considerations relating to the performance date. However, if a second Theatre client makes a request for the same "held" date, the original client holding the date will be notified that he/she has forty-eight (48) hours to remit the total required deposit or the date will be released to the second requesting client. This policy is solely intended to assist Theatre clients in the scheduling of performance dates and will be offered at the discretion of Theatre Management.

Payment Schedule

- a) Use and cleaning deposits are required to secure date(s).
- b) Ticketed Events Final payment of all fees and reimbursements are due upon settlement and payments will be deducted from box office proceeds. In the event box office has not received sufficient revenue to cover the estimated costs within 14 days of the contracted event, CLIENT must pay an additional deposit in the amount required to be equal to the cost estimate provided by THEATRE for CLIENT'S event.
- c) Non-Ticketed Events CLIENT must pay the entire cost estimate provided by THEATRE for CLIENT'S event no later than 14 days prior to earliest contracted date. Final payment of all fees and reimbursements are payable within 14 days of receipt of settlement.

Method of Payment - Initial payments and deposits may be made by check. All subsequent payments must be made by cash, cashier's check or money order, payable to the City of Downey.

Discretionary Booking - At the discretion of the Theatre Manager, requests for rental of the Theatre may be denied if the proposed event presents a potential conflict to the market target of a previously scheduled event or competes with in-house programming or programming of the Theatre's Primary Partners. Criteria include market saturation of a particular event type, long-term relationship of existing Theatre client, the financial impact on the Theatre, or if the proposed event content is perceived to be inappropriate to community standards. As an example, if the Theatre has a long-term relationship with a client who annually presents a successful local talent show, additional interest for similar events could be generated. With this example, it may not be in the best interests of the Theatre to rent to additional promoters producing youth talent shows, creating an over saturation of the market and potentially damaging the income source derived from the successful show. It should be noted that Theatre Management would evaluate the ability of the market to support the type of event as well as the length of time between the scheduled events.

Labor - To ensure the protection of all in-house equipment and the professional presentation of events, the Theatre will require all clients to utilize the house, maintenance and technical staff of the Theatre for their events, at rates outlined below. For events scheduled by Primary Partners of the Downey Civic Theatre, Management shall have the right to waive this requirement if the

Theatre client can provide trained employees and/or volunteers as deemed appropriate by Theatre Management. These employees and/or volunteers must have completed a Theatre sponsored training program.

Production Management - At the discretion of CLIENT, THEATRE can provide a professional Production Manager to coordinate production requirements with the artists, and schedule and supervise all technical and production personnel as well as the production needs on the day of the event. If CLIENT elects to provide their own Production Manager, THEATRE shall provide a Production Supervisor to coordinate the technical and production personnel, and shall be reimbursed at the rates listed in the rate schedule below. If this occurs, CLIENT shall provide THEATRE with a detailed production schedule including, but not limited to staff requirements and specific production timelines. If CLIENT elects to provide their own Production Manager, CLIENT shall provide THEATRE with proof of required workers compensation insurance a minimum of twenty-one (21) days prior to the event(s) anticipated in this agreement. Theatre Management specifically maintains the right to provide all required technical and production personnel.

Rehearsal Time - Clients using the Theatre for the production of events can schedule additional time for rehearsal. The fee for this time shall be charged as per the rate and fee schedule at the end of this section. In all cases, priority will be given to performance oriented usage dates and rehearsal time shall be scheduled only when it does not interfere with other events. Clients may reserve the facility for rehearsal time; however, the date will be considered tentative until thirty days prior to the event date. Scheduling of rehearsal time shall be confirmed at the discretion of the Theatre Manager. At all times, it is requested that Theatre clients respect the needs of others wishing to use the Theatre and attempt to make the Theatre available for events in which the public can attend and enjoy the venue, as opposed to using the Theatre for excess rehearsal time.

Production Equipment - Clients of the Downey Civic Theatre will be required to use the in-house production equipment. Additional equipment to augment the in-house system may be provided by a third party contractor with Theatre Management approval.

Box Office Management - All tickets sold for events at the Downey Civic Theatre must be sold through the Theatre Box Office. Patrons may purchase tickets in person, over the telephone, through the mail or over the Internet. Clients of the Theatre will pay for box office fees as well as ticket printing as per the rental rate and fee schedule listed in this Policy Manual.

Settlement - The THEATRE shall provide the box office services required for the sale of tickets and other passes for the event(s) anticipated in this agreement and shall have the sole rights and responsibility to control the funds paid by the public for admission to the THEATRE. At no time prior to the performance shall CLIENT be provided a cash payment for tickets sold for the event(s) anticipated in this agreement. Within two weeks after the conclusion of the event, THEATRE shall provide CLIENT with a settlement statement, which shall include information regarding the total tickets sold and the gross receipts captured by the box office operation, as well as all expenses incurred by CLIENT as a result of the terms of this Agreement. THEATRE shall provide CLIENT with a check in the amount of the total receipts less any deductions required to pay for payments or expenses owed to THEATRE for the provisions of this

agreement. If the amount of total receipts does not equal or exceed the total payments owed to THEATRE, THEATRE will retain all of the receipts and invoice CLIENT for the balance due.

Complimentary Tickets - CLIENT shall have the right to request the printing of complimentary tickets and THEATRE shall do its best to provide these tickets within twenty-four (24) hours of receipt of each written request. It is agreed that THEATRE shall have the right to 4 tickets for the events anticipated in this agreement and that no compensation shall be due CLIENT for these complimentary tickets.

Refunds - If the event(s) anticipated in this agreement are cancelled, THEATRE shall have the sole right and authority to provide refunds to the public and shall control all box office receipts until all required refunds have been provided. CLIENT shall reimburse City of Downey for all of the costs incurred in the provision of this refund operation including, but not limited to, personnel expenses, payroll taxes, bank fees, ticket printing costs, and any and all costs incurred by THEATRE for all payments made to the public.

Ticket Prices - CLIENT shall have the sole right to establish ticket prices for the event(s) anticipated in this agreement and THEATRE shall scale the house as per the direction of CLIENT. The costs associated with the initial set up of the event(s) in the box office system shall be borne by THEATRE at no additional expense to CLIENT. If CLIENT requires any changes to ticket prices or house scaling after the event(s) has been set up in the Box Office, THEATRE shall have the sole right to decide whether this request can be met and CLIENT agrees to reimburse THEATRE for all costs associated with this work including all personnel costs.

Advertising - Theatre Management reserves the right to review and approve, in advance, the content of all advertising and promotional materials that refer to the Downey Civic Theatre in any manner or use THEATRE logo or photographic depiction of THEATRE. No advertising materials may be displayed on the interior, exterior or any other part of THEATRE without specific authorization from Theatre Management.

Storage of User's Property – Any property belonging to CLIENT, caterer, decorator, florist or any participants may not be stored overnight either prior to or following rental period. In addition, deliveries will not be accepted prior to the start of the scheduled rental period without the written consent of Theatre Management.

Animals - No live animals are to be brought into the facility without prior permission from Theatre Management.

Staging – At no time may CLIENT or its representative drill or nail sets or props into the stage floor of THEATRE.

Decorations - Decoration of THEATRE must be pre-approved by Theatre Management. Without exception, nails, hooks, tacks or screws may not be used on any surface or furnishing in THEATRE. No tape or other materials may be applied to walls, glass, tables or any surface in the lobby, auditorium, green room or back stage areas. User will be held financially responsible for repair/replacement of any damaged or defaced property.

No bunting, tissue paper, crepe paper or any other combustible material may be used without prior approval from Theatre Management. No glitter, rice or confetti may be used anywhere within the facilities, including outside areas such as the patio or courtyard.

Use of Flammable Materials - The use of any flammable device or substance, including but not limited to pyrotechnics and candles, is strictly forbidden. Mechanical smoke generating machinery can only be used with pre-approval of Theatre Management and may be subject to inspection by the City Fire Marshall.

Force Majeure - If THEATRE is deemed to be unfit for occupancy during the period covered by this agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the THEATRE, CITY or VENUETECH, then the agreement shall be of no further force and effect.

Event Safety and Security - CLIENT shall provide for the orderly production of the Event anticipated in this Agreement and shall insure that the safety of the public and the THEATRE are always maintained. If, at any time, the activities in THEATRE appear to be detrimental to members of the public, facility employees or THEATRE, Theatre Management shall have the sole right to make decisions required to ensure safety and the professional presentation of the Event. This shall include, but not be limited to, issues involving security in the building, box office management, ushering of patrons, production quality and Event related issues. CLIENT agrees that at all times, decisions relating to these issues shall be solely made at the discretion of Theatre Management, the Downey Police Department and the security company which may be hired to work at the event.

In the event that security may be required, THEATRE shall have the sole right to select security and to establish the personnel requirements for the events anticipated in this agreement.

Concession Sales - THEATRE shall have exclusive rights to the sale of concession products and no food or beverage other than those sold by THEATRE shall be available in the THEATRE.

Merchandise Sales - It is understood that CLIENT shall have the right to sell merchandise to the patrons attending the event and that CLIENT agrees to pay THEATRE a fee for this right. It is further agreed that this fee shall be equal to the amount 25 percent of gross sales income after sales tax. THEATRE shall have the right to inventory merchandise products to be offered for sale to patrons and that a second inventory may be taken at the conclusion of the event. Gross sales figures will be determined by multiplying the "used" portion of the merchandise inventory by the prices of each item. If CLIENT wishes and if THEATRE agrees, THEATRE will provide personnel to sell said merchandise for CLIENT. If this occurs, it is agreed that the merchandise fee shall be equal to 30 percent of the computed gross sales income after sales tax. If an entertainer featured in the Event wishes to sell merchandise, this same term will be in effect and CLIENT does not have the right to offer any entertainer a waiver or alteration to this policy. THEATRE reserves the right to waive this requirement for THEATRE'S Primary Partners.

Rental Rate & Fee Schedule

The Theatre will be rented to individuals, businesses and organizations based on the following rate schedule:

Category	Rate
Base Rent (Peak Days): up to 6 hours per day on Thursday - Sunday, includes Lobby, Theatre, Stage, Dressing Rooms & Basic Equipment	\$1020.00 (6 hour period)
Hourly Rate (Peak Days): for usage over the 6 hour base rent	\$170.00 per hour for usage over 6 hours on the same usage day
Percentage Rent (Peak Days)	Ten Percent (10%) of gross tickets sales vs. base rent, whichever amount is greater
Base Rent (Non-Peak Days): up to 6 hours per day on Monday-Wednesday, includes Lobby, Theatre, Stage, Dressing Rooms & Basic Equipment	\$840.00 (6 hour period)
Hourly Rate (Non-Peak Days): for usage over the 6 hour base rent	\$140.00 per hour for usage over 6 hours on the same usage day
Percentage Rent (Non-Peak Days)	Ten Percent (10%) of gross tickets sales vs. base rent, whichever amount is greater
Theatre Lobby and Patio Rent (Peak and Non-Peak Days)	\$480.00 (4 hour period)
Hourly Rate (Peak and Non-Peak Days): for usage	\$120.00 per hour for usage over 4
over the 4 hour theatre lobby and patio rent	hours on the same usage day
Theatre Multi-Purpose Room	\$100.00 (2 hour period)
Hourly Rate: for usage over the 2 hour theatre	\$50.00 per hour for usage over 2
multi-purpose room rent	hours on the same day
Rehearsal Time (4 hours of use of Stage and Back Stage areas only) (Peak and Non-Peak Days)	\$480.00 per 4 hour day
NOTE: REHEARSAL TIMES MAY BE RESTRICTED TO NON-PEAK DAYS ONLY AND SCHEDULED AT THE TIME THE BOOKING IS MADE, BUT SHALL BE CONSIDERED TENTATIVE UNTIL THIRTY (30) DAYS PRIOR TO THE FIRST EVENT DATE, AND THEN WILL ONLY BE SCHEDULED WHEN THEY DO NOT INTERFERE WITH OTHER PERFORMANCE EVENTS.	
Rehearsal Time (hourly for over the 4 hour time period) (Peak and Non-Peak Days)	\$120.00 per hour for usage over 4 hours on the same usage day
Facility Enhancement Surcharge – may be charged to patrons at time of ticket purchase or embedded in ticket prices	• \$0.00 per ticket charged for a ticket prices ranging from \$0 - \$10.00

	 \$1.00 per ticket charged for a ticket price ranging from \$11.00 - \$39.99 \$2.00 per ticket charged for a ticket price ranging from \$40.00 and up
Technical Director	\$39.00 per hour (4 hour minimum)
Stage Manager	\$32.00 per hour (4 hour minimum)
Sound Technician	S32.00 per hour (4 hour minimum)
Lighting Technician	S32.00 per hour (4 hour minimum)
Technical Staff	S27.00 per hour (4 hour minimum)
House Managers/Ticket Sellers	S27.00 per hour (4 hour minimum)
Event Staff (additional FOH staff)	\$25.00 per hour (4 hour minimum)
Custodial Fee (Excessive cleaning may incur additional custodial fees)	\$175.00 per performance
Custodial Rehearsal Fee (Excessive cleaning may incur additional custodial fees)	\$75.00 per rehearsal
Basic Sound/ Light Production	Included in Base Rent
Security Staff	Reimbursable as per private security contract rates
Use Deposit	\$400 to reserve date
Cleaning Deposit	\$200 (refundable)
Box Office Fee	\$250.00 per performance plus credit card fees
Ticket Printing Reimbursement	\$.30 per ticket printed, including comp tickets
Projector & Screen Rental Fee	\$150.00 per use
Light Trees/Dance Booms	\$160.00 plus labor for set up and tear down
Marley Dance Floor	\$200.00 per use plus cost of labor for set up and tear down
Grand Piano	\$200.00 per use
Upright Piano	\$50.00 per use
Piano Tuning	Actual Tuning Cost
Follow Spot Lights	\$75.00 per use plus cost of Operator

Orchestra Shell	\$200.00 per use cost of labor for set up and tear down
Patio Bistro Tables	\$12.00 each
Merchandise Sales	\$50.00 per table vs 25%-30% of gross sales
Concessions Use Fee	\$75 (attendance more than 300) \$50 (attendance less than 300)
Video License Fee	\$150.00 per day plus rental rates
Complimentary tickets (over 20 comps)	\$1/per ticket
Hardline Internet Connections	\$100/day

NOTE: Clients shall reimburse the Downey Civic Theatre for the cost of all required event staff and technicians. The Theatre Manager shall have the discretion to schedule staff at the expense of the Client, as deemed necessary to provide for a safe and quality production. A full cost estimate will be provided to Client within 15 days of Client's submission of the completed Event Planning Guide (Contract Exhibit B). Overtime and double overtime rates apply for all labor. Overtime applies after 8 hours per day and after 40 hours per week, and double overtime applies after 12 hours per day and on the seventh consecutive day of work for an individual employee.

REQUIRED CLIENT INFORMATION

CLIENT:	EMAIL:	
BUSINESS:		
ADDRESS:		
CITY:	STATE:	ZIP:
TEI EPHONE:	2nd TELEPHONE	



Downey Unified School District (DUSD) – Academic program use of the Theatre per the terms of the Reciprocal Use Agreement between DUSD and the City of Downey.

Department & Fee or Service		<u>Unit</u>	Charge
Monday to Thursday - 1			No Charge
Friday to Sunday ²			Not Available
Rehearsal Usage ²			No Charge
Theatre Custodial Fee		Per Event	175.00
Ticket Printing		Per Event	65.00
Credit Card Reimbursement		Per Event	2.75%
Theatre Equipment		Per Event	No Charge
Personnel Charges	Straight Time	Overtime	<u>Doubletime</u>
Technical Director Stage Manager Sound Technician Electrician Spotlight Operator House Managers Ticket Sellers Carpenter/Flyman/Stagehand Event Staff (Additional FOH Staff) City of IT Services City of Public Works (Road Closure)	\$39.00 hr/ea \$32.00 hr/ea \$32.00 hr/ea \$32.00 hr/ea \$27.00 hr/ea \$27.00 hr/ea \$27.00 hr/ea \$25.00 hr/ea \$25.00/hr ea \$25.00/hr ea	\$58.50 hr/ea \$48.00 hr/ea \$48.00 hr/ea \$48.00 hr/ea \$40.50 hr/ea \$40.50 hr/ea \$40.50 hr/ea \$37.50 hr/ea	\$78.00 hr/ea \$64.00 hr/ea \$64.00 hr/ea \$64.00 hr/ea \$54.00 hr/ea \$54.00 hr/ea \$54.00 hr/ea \$50.00 hr/ea

MEMORANDUM OF UNDERSTANDING REGARDING COOPERATION Between the

HIGH TECH HIGH GRADUATE SCHOOL OF EDUCATION

And the

Downey Unified School School District

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into this 18th day of September 18, 2019, by and between the HIGH TECH HIGH GRADUATE SCHOOL OF EDUCATION ("HTH GSE"), and the <u>Downey Unified School District</u> ("LEA").

HTH GSE and the LEA share the goal of using continuous improvement to increase the number of Black, Latinx and low-income students who apply, enroll and ultimately go to 4-year college. The LEA and HTH GSE wish to share their respective strengths and resources to support initiatives that advance this common goal in Southern California.

A. PURPOSE OF MEMORANDUM

This MOU sets forth the understandings and intentions of LEA and HTH GSE with regard to their shared goal and provides a framework for cooperation. It outlines the background; roles and responsibilities; and financial obligations of the LEA and HTH GSE for their collaboration on the implementation of a district plan that will help support the launch of the CARPE Network ("CARPE") funded by the Bill & Melinda Gates Foundation ("Foundation").

II. TERM

The term of this MOU shall be from the date it is signed through the end of June 2024. Either party may terminate this MOU for cause resulting from breach of the other party upon providing ninety (90) days advance written notice and an opportunity to resolve the issue with the other party.

III. COMMITMENT

The parties acknowledge that it is vital to the success of the program that HTH GSE deliver and LEA take part in all of the activities required during the duration of the grant.

A. LEA RESPONSIBILITIES

- Attend and participate in three two-day convenings each year in San Diego.
 Each school will bring a team composed of relevant personnel including a school administrator, 1-2 college counselors, a data person, 1-2 senior teachers/advisors involved in the college application process, and district leadership. Team participation should be consistent to ensure continuity of the work.
- Team members will also participate in required as well as optional virtual convenings during the action periods between these in-person events.
- Designate a member of the team who will serve as a Lightning Rod, coordinating the work of the team during action periods and serving as a liaison to CARPE. This person will participate in biweekly coaching calls with HTH GSE faculty and other Lightning Rods, and may receive additional training to build their capacity as an improvement coach.
- Engage in a series of iterative learning cycles during the action periods between convenings to understand their system, identify and explore root causes, and test/adapt "high-leverage" interventions that support college access.
- Collect and share college access data—including, but not limited to, the data outlined in Section 3B—with HTH GSE in a timely manner at several required points throughout the year to assess progress and guide improvement efforts.
- Distribute and support the completion of annual surveys to assess student, faculty and parent perceptions of school climate and support for college access.

B. DATA SHARING

To measure the effectiveness of this continuous improvement grant, HTH GSE on behalf of CARPE will gather student level data. The table below outlines the data that CARPE seeks to obtain from the district. All student level data should be reported using non-identifiable student IDs that remain consistent throughout the project (no student names). CARPE will specify the format for sharing. This data will be used by HTH GSE to report results as specified in the grant agreement between HTH GSE and the Foundation.

Data Source	Frequency	Student Population
School	Annually	12th Grade
Student Unique Identifier	Annually	12th Grade
Race	Annually	12th Grade
Ethnicity	Annually	12th Grade
SED Status	Annually	12th Grade
SPED status	Annually	12th Grade

English Learner/Limited English Proficiency	Annually	12th Grade
Gender	Annually	12th Grade
First Generation College Student	Annually	12th Grade
UC GPA	Annually	12th Grade
Cal Grant GPA	Annually	12th Grade
FAFSA Completion	Annually	12th Grade
Cal Grant Award	Annually	12th Grade
Highest SAT Score	Annually	12th Grade
Highest ACT Score	Annually	12th Grade
College Reported Attending	Annually	12th Grade
Attending a Four Year College	Annually	12th Grade
Applied to at Least One Four Year College	Annually	12th Grade
Applied to at Least Four Four Year Colleges	Annually	· 12th Grade
Accepted to at Least One Four Year College	Annually	12th Grade
College / Career Prepared (CA Dashboard Measure)	Annually	12th Grade
Met A-G Requirements	Annually	12th Grade

De-identified student-level row level data will be shared with Double Line Inc., the Data Services Partner identified by the Foundation to ensure secure data sharing. Double Line Inc. will facilitate sharing of non-identifiable student-level data in aggregate form using appropriate suppression methods to the Foundation, as well as Foundation identified partners including the Center for Public Research and Leadership at Columbia University, Catalyst Ed, and Partners in Network Improvement. In addition, non-identifiable student-level data will be shared by Double Line Inc. with summative evaluator(s) in non-aggregated form.

In addition to the data specified above, CARPE will collect data from schools to monitor outcomes of their PDSA cycles. This data includes, but is not limited to, FAFSA completion, Cal Grant Awardance, transcripts, and other college access milestones. LEAs will distribute and support the completion of annual surveys to assess student, faculty and parent perceptions of school climate and support for college access. Finally, CARPE will collect College Clearinghouse Student Tracker data from the LEA.

C. Software Platforms

To help schools best utilize software platforms to achieve network goals, CARPE will provide optional support to schools in using a college access database and a text messaging service. CARPE will provide access to appropriate software and provide technical assistance to school staff in the use of these tools. CARPE staff may interact with student level data as part of

providing technical support to schools on these platforms. Schools retain the exclusive right to schedule and send all text messages sent on the texting platform. CARPE staff retain the right to produce aggregated reports without exposing any student level identifiers on the data housed within these software platforms.

D. CARPE RESPONSIBILITIES

HTH GSE staff serve as a hub for CARPE. Specifically, CARPE will:

- Provide coaching and content expertise around continuous improvement and college access to all participating LEA teams
- Partner with LEA teams to develop their continuous improvement capacity and support LEA teams in engaging in learning cycles to achieve network goals
- Support LEA teams in developing systems to gather college access data at key points in the year and use this data to guide learning
- Convene the CARPE Network in-person and virtually to build connections across the network, share resources, and accelerate our collective learning
- Curate key findings and practices that support college access for CARPE members and external audiences

Additionally, both LEA and HTH GSE will work together to achieve the objectives, which are outlined below.

E. OBJECTIVES FOR THE PROJECT

The LEA and the HTH GSE agree to work collaboratively to increase the number of Black, Latinx and low-income students who apply, enroll and ultimately go to 4-year college. To achieve this shared goal, we will focus on four critical drivers of college matriculation:

- 1) Financial Access in terms of FAFSA completion and Cal Grant awardance, which provides up to \$50,000 tuition relief to low- and moderate-income California students meeting certain academic requirements.
- 2) Supporting students and families with the college application process, including helping them identify "safety," "match," and "reach" schools.
- 3) Fostering a sense of belonging so students see themselves as people who belong and can succeed in college.
- 4) Reducing summer melt, where students fail to enroll in college once admitted.

IV. COMMUNICATIONS AND PUBLICITY

A. LEA and CARPE intend to communicate regularly with each other to coordinate their efforts under this MOU via phone, email, videoconference, and meetings.

B. For purposes of the work performed under this MOU, LEA and HTH GSE will be represented by the persons holding or acting in the following positions. Each will coordinate the work and efforts of their respective institutions in collaboration with their colleagues at their respective institutions:

o For LEA:

John M. Harris,

Director of College and Career Readiness

Downey Unified School District

O

• For High Tech High GSE:

Edgar Montes, CARPE Project Co-Director Rodrigo Arancibia, CARPE Project Co-Director

C. LEA must obtain HTH GSE's written approval before (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of CARPE name or logo. Please email either of the names above from CARPE to request permission.

V. PAYMENT AND INVOICING

A. Under the terms of this agreement, HTH GSE shall reimburse the LEA for any travel and substitute pay costs incurred to fulfill the obligations stated in the LEA responsibilities. Travel and other travel related expense reimbursement claims shall not exceed the HTH GSE travel policy and procedures of the State of California. LEA will complete the necessary expenses reporting documentation and submit to CARPE for reimbursement.

VI. RELATIONSHIP OF PARTIES

Nothing contained in this Understanding shall authorize, empower, or constitute either party as the agent of the other; authorize or empower either party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other party; or authorize or empower either party in any manner to make any representation, warrant, covenant, agreement, or commitment on behalf of the other; without the express written consent of the other party.

Signed MONTH DATE, YEAR:

Downey Unified School District

HTH GSE

By:

Title: Director, College and Career Readiness Title: Provost

Date: September 24, 2019

Date:

weiellain 9/24/19

Participating LEA Schools:

School Name Downey High School

Primary Contact Julie Main

Signature

School Name · Warren High School

Primary Contact Jeff Giles

Signature

l

Title: Director, College and Career Readiness Title: Provost

Date: September 24: 2019 Date:

Participating LEA Schools

School Name Downey High School

Primary Contact Julie Main

School Name Warren High School

Primary Contact Jeff Giles

Signature

Signature

Downey Unified School District

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent Business Services

SUBJECT: AUTHORIZING DOWNEY UNIFIED SCHOOL DISTRICT TO ENTER

CLINIC SERVICES AGREEMENT WITH PIH HEALTH PHYSICIANS

ACTION ITEM

Board of Education approval is requested to enter into a Clinic Services Agreement (Agreement) with PIH Health Physicians (PHP), a nonprofit public benefit corporation, that seeks to provide Comprehensive Primary Care Services ("Services") to the District's personnel and dependents at PHP's Clinic located at 11480 Brookshire Avenue, Suite 301, Downey, California (Clinic). The term of the Agreement is for 2 years. Per the Agreement, the District shall pay PHP \$340,778.00 per year in total or a pro rata amount thereof for any partial month to compensate and/or reimburse PHP for provider and staff salaries and benefits. Clinic rent. supplies, and utilities. Additional terms are set forth in the form of Agreement in Attachment 1 hereto that may be subject to minor revisions as approved by District staff and legal counsel that do not materially alter the Agreement.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the District to enter into a Clinic Services Agreement with PIH Health Physicians (Agreement) for a term of 2 years pursuant to the terms as indicated in the form of agreement in Attachment 1, subject to minor revisions as approved by District staff and legal counsel that do not materially alter the Agreement. The Superintendent, or his designee, is hereby authorized to take all steps and perform all necessary actions to execute and implement the Agreement.

CLINIC SERVICES AGREEMENT

BETWEEN PIH HEALTH PHYSICIANS AND DOWNEY UNIFIED SCHOOL DISTRICT

Downey Unified School District Agreement No. 201920-172

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CLINIC SERVICES AGREEMENT

THIS AGREEMEN	NT is made this	_ day of	, 2019, b	y and betw	een
PIH Health Physicians, a Californ	ia nonprofit public	benefit corpo	oration ("PHP")	and Dow	ney
Unified School District, a Californi	a public school dist	trict ("DUSD")	for the purpose	of attempt	ting
to reduce DUSD's health care expe	nses and provide w	vellness service	s by contracting	g for speci	fied
medical clinic healthcare services	s from PHP for t	the convenience	ce of DUSD p	personnel	and
dependents.					

I. RECITALS

- 1.1. PHP Status. PHP operates as a medical foundation pursuant to Health & Safety Code Section 1206(1). Likewise, PHP has entered into agreements with licensed health care plans, IPAs, employers and others to provide medical services to their enrollees, employees and others.
- 1.2. <u>DUSD Status</u>. DUSD is a school district operating within the City of Downey, California, and certain contiguous communities. DUSD offers certain healthcare benefits to its employees and their dependents.
- provide specified medical services at a clinic within the boundaries of DUSD located at 11480 Brookshire Avenue, Suite 301, Downey, California 90241 ("Clinic") for the benefit of DUSD's employees and dependents.

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

II. OBLIGATIONS OF DUSD

- 2.1. <u>Cooperation</u>. DUSD shall cooperate with PHP where reasonably required for the proper performance of healthcare services by PHP.
- 2.2. <u>Monthly Compensation</u>. DUSD shall pay PHP the monthly compensation and other amounts as specified in Article V below.

III. OBLIGATIONS OF PHP

- 3.1. <u>Clinic Space and Assistance</u>. PHP shall provide reasonable space and accommodations approximating 1,500 square feet in order to operate the Clinic to be known and designated as the "DUSD Wellness Clinic" and as specified in this Article III, and as required by any applicable law, regulation or rule necessary to operate a medical clinic.
- 3.2. Clinic Services. PHP shall staff the Clinic as a general healthcare clinic for the benefit of those DUSD employees and their dependents enrolled for healthcare benefits under DUSD for forty (40) hours per week, Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. Clinic services shall be provided by an allied health practitioner, e.g., nurse practitioner and/or physician assistant, with appropriate physician supervision in compliance with applicable law ("Clinic Staff"). Clinic services shall consist of general health assessments, treatments, and referral resources within the medical judgment of the Clinic Staff. PHP shall provide the Clinic Services as more particularly set forth on Schedule 3.2 "Clinic Services" attached hereto.
- maintain all medical records respecting all patient care services rendered pursuant to this Agreement. At all such times, PHP, alone, shall own and have title to all medical files, patient records, data and information of PHP, including all copies thereof in compliance with applicable law. Notwithstanding the rendering of professional services pursuant to this Agreement, DUSD has no proprietary rights or any interest in or to the medical files of PHP. PHP and DUSD shall adhere to all legal requirements concerning a patient's right to confidentiality and access to medical records.
- respective activities in connection with this Agreement and shall obtain, keep in force, and maintain at a minimum the following insurance in amounts as are customarily carried by similar organizations in the health care industry: Professional Liability (Errors and Omissions) Insurance or Medical Malpractice Insurance equivalent, with limits not less than One Million Dollars (\$1,000.000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate (including coverage of any umbrella professional liability insurance maintained by PHP).

Commercial General Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate including coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent Provider's liability.

Business Automobile Liability Insurance in the minimum amount of \$1,000,000 per accident for bodily injury and property damage covering any auto, including all vehicles that are owned, non-owned, and hired and personal injury protection.

Workers' Compensation insurance with limits as broad as that which is required by the State of California, with Statutory Limits. PHP must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- 3.4.1. Acceptability of Insurers. Subject to the District's reasonable right of approval, PHP shall provide the above-required insurance coverages either (i) with insurers authorized to conduct business in California with a current Best's rating of no less than A:VII, or approved by the Surplus Lines Association to do business in California; or (ii) PHP may provide any or all of the coverages required by this Section through a program of self-insurance during the Term of this Agreement. In the event Hospital procures a "claims made" policy as distinguished from an occurrence policy, Hospital shall procure and maintain prior to termination of such insurance, continuing tail or extended reporting coverage for a period of not less than three (3) years following such termination.
- 3.4.2. <u>Primary Coverage</u>. For any claims to the extent attributable to PHP related to this Agreement, PHP's insurance coverage shall be primary insurance coverage. For such claims, any insurance or self-insurance maintained by the District Entities shall be excess of the Provider's insurance and shall not contribute with it.
- 3.4.3. <u>Verification of Coverage</u>. PHP shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District at the time of contracting.
- 3.5. <u>Licensure</u>. PHP shall maintain in good standing any and all licenses, certificates, and permits required to maintain and operate the Clinic. PHP is a California Health & Safety Code Section 1206(I) medical foundation exempt from licensure. PHP's assigned professional staff shall likewise maintain any required licenses, certificates, and permits in order to provide the Clinic Services.
- 3.6. <u>Patient Billing</u>. PHP shall bill DUSD for Clinic Services pursuant to this Agreement and shall at no time seek compensation from any patient for services performed at the Clinic. No Surcharge (defined herein) to any DUSD employee and/or dependent shall be permitted. A "Surcharge" shall, for purposes of this Agreement, be deemed to be any additional fee not provided for in any applicable health plan contract and/or evidence of coverage.
- this Agreement does not prohibit PHP from freely communicating with patients about the treatment options available to them, while maintaining the required patient confidentiality, including medication treatment options. Additionally, this Agreement does not prohibit or otherwise restrict PHP from acting within the lawful scope of practice, from, with patients' consent, advising or advocating on behalf of a patient about the (i) patient's health status, medical care, or treatment options (including any alternative treatments that may be self-administrated or non-covered by the patient's benefit plan), including the ability of giving the patient the opportunity to decide among all relevant treatment options; (ii) risk, benefits, and consequences of treatment or non-treatment; or (iii) opportunity to refuse treatment and to express preference about future treatment decisions.

3.8. <u>Non-Discrimination</u>. PHP agrees: (1) not to differentiate or discriminate in its provision of Services to patients because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, disability or handicap; and (2) to render Clinic Services to patients in the same manner, in accordance with the same standards, and within the same time availability as offered to other patients consistent with existing medical ethical/legal requirements for providing continuity of care to any patient.

IV. RELATIONSHIP AND STATUS OF THE PARTIES

and obligations as set forth in this Agreement, the parties shall be and at all times are, acting and performing as independent contractors, performing the services and functions set forth herein. Neither party shall exercise control or discretion over the methods by which the other and its employees, by this Agreement, perform their work, functions and obligations. Nothing herein contained shall be deemed to create a partnership, joint venture, agency, employment relationship, or otherwise between the parties hereto.

V. COMPENSATION

- 5.1. Clinic Fee. DUSD shall pay PHP a monthly Clinic fee for the Clinic Services in accordance with the Clinic Fee Schedule attached hereto as Schedule 5.1.
- 5.2. Payment Due Date. DUSD shall make all monthly payments to PHP on or before the 15th calendar day of the month following for Clinic Services rendered. DUSD shall pay PHP a five percent (5%) late fee for any monthly payment paid after the 15th calendar day of the month following for Clinic Services rendered.

VI. TERM AND TERMINATION

- 6.1. Term. This Agreement shall be effective as of _______.

 2019, and shall remain in effect for a period of two (2) years, terminating on ______.
- Agreement without cause or penalty by giving the other party one hundred eighty (180) days' written notice of termination.
- 6.3. <u>Termination With Cause</u>. In the event that the District reasonably determines that PHP has failed to perform any of its material obligations under this Agreement, the District shall advise PHP of the same in writing, and the District and PHP shall meet and confer regarding the basis for such determination and the steps that are reasonably necessary and appropriate to cure such failure, including an appropriate and sufficient time period for PHP to cure ("PHP Cure Period").
- If, after such meet and confer process and PHP's Cure Period, the District reasonably determines that such failure has not been sufficiently corrected and that PHP's failure to perform such obligation continues to materially deprive the District of the benefits anticipated under this Agreement, the District shall have the right to send written notice to PHP specifying the

nature of such failure with reasonable detail and the steps necessary to cure and advising that this Agreement may be terminated unless such failure is not cured within thirty (30) days from the date of such notice. If the failure is not corrected within thirty (30) days from the date of such notice, the District may terminate this Agreement.

In the event that PHP reasonably determines that the District has failed to perform any of its material obligations under this Agreement, PHP shall advise the District of the same in writing, and PHP and the District shall meet and confer regarding the basis for such determination and the steps that are reasonably necessary and appropriate to cure such failure, including an appropriate and sufficient time period for the District to cure ("District Cure Period").

If, after such meet and confer process and District's Cure Period, PHP reasonably determines that such failure has not been sufficiently corrected and that the District's failure to perform such obligation continues to materially deprive PHP of the benefits anticipated under this Agreement, PHP shall have the right to send written notice to the District specifying the nature of such failure with reasonable detail and the steps necessary to cure and advising that this Agreement may be terminated unless such failure is not cured within thirty (30) days from the date of such notice. If the failure is not corrected within thirty (30) days from the date of such notice, PHP may terminate this Agreement.

This Agreement may also be terminated immediately upon written notice in the event either party becomes threatened with exclusion or actually excluded from participation by the Medicare or Medicaid program; PHP or DUSD becomes legally unable to perform as contemplated herein; or DUSD becomes legally unable to allow the provision of health services; or a party is found guilty of a felony or has otherwise committed acts of fraud; or a party files for relief under the United States bankruptcy laws; or as otherwise specified herein.

- 6.4. <u>Jeopardy</u>. If any legislation, regulation, rule or court decision has a material adverse effect on the provision of services under this Agreement or jeopardizes the tax-exempt or license status of either of the parties, then the parties shall attempt to amend this Agreement to the extent reasonably practicable to adequately protect the interests of both parties in light of the changes and adverse effects. If the parties, acting in good faith, are unable to make the required revisions, this Agreement shall be terminated.
- 6.5. <u>Effect of Termination</u>. In the event that this Agreement is terminated, it shall be of no further force or effect, and each of the parties shall be relieved and discharged herefrom, except as to matters prior to termination which shall be completed in accordance with this Agreement.
- date of any termination, to provide professional services to DUSD patients and to fully cooperate with DUSD including but not limited to, cooperation in transferring such continuing care of patients who are receiving care provided or supervised by PHP at the time notice of termination was given.
- 6.7. Responsibility for Patients at Termination. PHP shall continue to provide services to patients who are receiving services from PHP on the effective termination

date of this Agreement until the services being rendered to each such patient by PHP are completed (consistent with existing medical ethical/legal requirements for providing continuity of care to a patient), unless DUSD makes reasonable and medically appropriate provision for the transfer of such services for such patient by another qualified provider. Such period shall not, however, be extended for more than thirty (30) days after the effective date of termination unless both parties agree. DUSD shall compensate PHP for those services provided to a patient pursuant to this Section (following the effective termination date of this Agreement) in accordance with a fee schedule or other method of determining reasonable compensation for professional services as shall be established by the parties.

6.8. <u>Rights Upon Termination</u>. Should either party elect to terminate this Agreement as hereinabove provided, or in the event of any default or of any termination hereof, it is understood and agreed that the parties shall vacate and surrender possession of each other's property, records, data, and files and all other material.

VII. GENERAL PROVISIONS

1. Indemnification. To the fullest extent permitted by California law, PHP shall indemnify, defend and hold harmless the District's officials, officers, board members, consultants, directors, trustees, employees, agents and volunteers exclusively for any direct, indirect or consequential loss, liability, damage or expense arising out of, pertaining to or relating to this Agreement, the Services provided by PHP and the Clinic's activities. PHP's responsibility for such defense and indemnification shall survive the termination or completion of this Agreement for the full period of time allowed by law. The District shall promptly notify PHP of any claim. The District shall not be indemnified for any loss, liability, damage or expense resulting from its negligence, willful misconduct, or breach of this Agreement.

To the fullest extent permitted by California law, the District shall indemnify, defend and hold harmless PHP's officials, officers, directors, employees, agents and volunteers exclusively from liability arising out of, pertaining to or relating to PHP's rights, duties and obligations under this Agreement. The District's responsibility for such defense and indemnification shall survive the termination or completion of this Agreement for the full period of time allowed by law. PHP shall promptly notify the District of any claim. PHP shall not be indemnified for any loss, liability, damage or expense resulting from its negligence, willful misconduct or breach of this Agreement.

The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

7.2. <u>Compliance With State and Federal Law.</u> This Agreement is intended to be in compliance with all state and federal laws. Should this Agreement be out of compliance with any existing or newly enacted or adopted laws or regulations, the parties shall meet immediately to develop alternative provisions to comply with the laws. Such alternative provisions shall be incorporated into this agreement by addendum. The parties shall comply with all applicable federal, state and local laws, regulations, and ordinances affecting the Clinic Services.

- 7.3. <u>Waiver</u>. The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.
- 7.4. Governing Law. This Agreement will be governed in all respects by the laws of the State of California.
- 7.5. <u>Assignment</u>. The parties agree that this Agreement constitutes an agreement for personal services. Therefore, they shall not assign, sell or transfer this Agreement or any interest therein without the prior written consent of the other.
- must be in writing. The parties shall give all notices and communications between the parties by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class mail with tracking number, postage prepaid, (iv) fax, or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section with delivery confirmation.

To PHP:

James R. West, President and CEO PIH Health Hospital -- Whittier 12401 Washington Boulevard Whittier, CA 90602 Fax: (562)698-1728

E-mail: jwest@pihhealth.org

To DUSD:

DUSD		
Eov.	 	 _
Fax: E-mail:	 	

A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it and the [fifth] Business Day after mailing it.

7.7. <u>Integration of Entire Agreement</u>. This Agreement contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

- 7.8. <u>Interpretation</u>. Neither DUSD nor PHP shall be deemed the drafter of this Agreement. If this Agreement is ever interpreted or construed by a court of law, such court shall not construe this Agreement or any provision hereof against wither party as drafter.
- 7.9. <u>Amendments</u>. DUSD and PHP, upon mutual agreement, agree to meet and confer to discuss any amendment to this Agreement. Any such amendments shall be set forth in writing and executed by each party.
- 7.10. No Reciprocation. The parties hereby acknowledge and agree that the benefits to each other hereunder neither require nor are in any way contingent upon the admission, recommendation, referral, or any other arrangement for the provision of any item or service offered by a party or any of its affiliates, to any patients.
- 7.11. <u>Audit Notice</u>. In the event that either party is requested to disclose books, documents or records relating to services rendered pursuant to this Agreement, it shall notify the other of the nature and scope of the request and shall make available, upon written request of the other, all such books, documents or records, during regular business hours.
- 7.12. Additional Documents. Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement.
- Without waiving any rights to claim 7.13. Books and Records. applicable privileges, for the purpose of verifying the nature and extent of the costs of services, PHP and DUSD shall make this Agreement and their books, documents and records available to each other, the Secretary of Health and Human Services, to the Comptroller General, or to any other authorized government agency and/or party, or to their authorized representatives, to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980, and any other applicable law, rule and regulation, including either party's request to audit the books and records relating to the other's practice at the Clinic if either party has probable cause to believe that a material violation of law by the other party has occurred. In the absence of such probable cause, any audit shall be conducted by a neutral and independent third party compliance expert, who has not performed services for either party and who will be barred from doing so for a period of four (4) years. PHP and DUSD agrees that if any of its duties under this Agreement are carried out through another organization, partnership, or party, it shall obtain the written undertaking of such other organization, partnership, or party that it shall make its books, documents and records available on the same basis and to the same extent. Such access will be available until the expiration of four (4) years after the services to which the costs relate have been furnished to the extent required by Section 1395(x)(v)(1) of Title 42 of the United States Code, the clauses contained in such section are incorporated herein by reference with like affect as though set forth in full.
- 7.14. <u>Captions</u>. The captions contained herein are for convenience of reference purposes only and shall have no force or effect.

7.15. <u>HIPAA</u>. At all times, PHP shall comply with all applicable Health Insurance Portability and Accountability Act ("HIPAA") rules and regulations pertaining to the privacy and security of protected health information as defined under HIPAA. PHP will not share protected health information for any Clinic patient unless permitted by law without need for a Business Associate Agreement.

7.16. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition of this Agreement, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions of this Agreement shall be for the sole and exclusive benefit of the parties and their successors and assigns.

7.17. Notice and Opportunity to Cure Prior to Initiating Legal Action. Before taking any legal action to enforce provisions of this Agreement, the party seeking to do so shall provide the other party with notice and the opportunity to cure as set forth in Section 7.3 above.

7.18. Force Majeure. If either Party is unable, in whole or in part, to perform its obligations under this Agreement, by reason of the occurrence of fire, casualty, unavoidable accident, failure of usual source of supply, strike, labor conditions, lockouts, war, acts of God, the enactment of any Federal, State law, or the issuance of any executive or judicial order, whether Federal or State, or any other cause not within the reasonable control of the Party claiming relief that could not have been reasonably foreseen and provided against, the Party shall give written notice to the other Party as soon as practicable after the occurrence. Upon such written notice, a meet and confer shall be promptly held between the Parties regarding the occurrence. Subject to the outcome of the meeting, the obligations of that Party shall be suspended during the continuance of the cause stated in the notice, which the Party shall remedy or remove expeditiously. In such case, the obligations, terms, and conditions of this Agreement shall be extended for the period necessary to compensate for any suspension of performance. Notwithstanding the foregoing, the parties shall meet and confer and obtain the approvals of District's Board of Education prior to effectuating the suspension of any Party's obligations under this Agreement due to force majeure conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth above.

DATED:	"PHP"
	PIH HEALTH PHYSICIANS, A California nonprofit public benefit corporation
	Ву:
	James R. West, CEO

DATED:	"DUSD"
	DOWNEY UNIFIED SCHOOL DISTRICT, A California public school district
	Ву:

SCHEDULE 3.1

CLINIC SERVICES

PHP shall provide the following Clinic Services for the benefit of enrolled DUSD employees and dependents:

A. Services Covered by Pre-Paid Compensation (See Schedule 5.1)

- Comprehensive primary care
 - o Same day access
 - o Immunizations
 - o Physicals
 - o Routine cough/cold/flu
 - o Wellness checks
- Allied Health Practitioners (Nurse Practitioners/Physician Assistants) under supervision of Physician(s)
- Monday through Friday for 52 weeks/year; 7:00 a.m. to 4:00 p.m.; subject to closure for standard major holidays
- Clinic location to be agreed upon

B. Services Provided In Accordance with Existing Health Insurance and Benefits (not included in Fee Schedule 5.1)

- Care coordination provided in accord with existing health insurance and benefits (not included in Fee Schedule 5.1)
 - o Specialist referrals as needed
 - o Lab and Imaging as required
- After-hours care as needed

SCHEDULE 5.1

CLINIC FEE SCHEDULE

DUSD shall compensate PHP for Comprehensive Primary Care Services (See Schedule 3.1) by payment of \$340,778.00 per year during the term hereof or a pro rata amount thereof for any partial month. The Clinic Fee shall compensate and/or reimburse PHP for all provider salaries and benefits, staff salaries and benefits, Clinic rent, supplies, and utilities.

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: CEQA CONSULTING SERVICES

ACTION ITEM

Board of Education authorization is requested to advertise for a Request for Qualifications for qualified California Environmental Quality Act (CEQA) consultants in connection with the construction, reconstruction and/or modernization of District facilities as part of the Measure O bond initiative.

The District must comply with all CEQA and/or other environmental policy requirements as set forth in the Public Resources Code and California Code of Regulations. The selected consultant(s) will provide CEQA consulting services, including performing related studies and filing for exemptions on behalf of the District.

The District anticipates selecting one or more firms to provide the above referenced services throughout the course of the bond.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Requests for Qualifications (RFQ) #2019/2020-01 for CEQA Consulting Services, to be charged to Measure O Bond Funds.

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

ENVIRONMENTAL AND HAZARDOUS MATERIALS TESTING

SERVICES

ACTION ITEM

Board of Education authorization is requested to advertise for a Request for Qualifications for environmental and hazardous materials testing services in support of the Measure O bond program.

The District is seeking consultants to provide services on an as-needed basis for various projects, including, but not limited to, sampling, testing, and reporting services for asbestos and/or lead containing materials. Services shall be conducted pursuant to all applicable State laws and regulations.

Evaluation and selection of service providers will be based on factors such as qualifications, experience, licensing/certification, litigation history, and fee structure.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Requests for Qualifications (RFQ) for Environmental and Hazardous Materials Testing Services, RFQ #2019/2020-02, to be charged to Measure O Bond Funds.

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: GEOTECHNICAL AND SPECIAL INSPECTION LAB OF RECORD

SERVICES

ACTION ITEM

Board of Education authorization is requested to advertise for a Request for Qualifications for geotechnical and special inspection lab of record services for individual school site projects for the modernization of District facilities as part of the Measure O bond initiative.

The consultants will be responsible for identifying and providing geotechnical engineering services and will conduct subsurface investigations and associated laboratory work on an as needed basis at selected school sites to provide the necessary parameters for design and inspections for construction projects.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Requests for Qualifications (RFQ) #2019/2020-03 for Geotechnical and Special Inspection Lab of Record Services, to be charged to Measure O Bond Funds.

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: LAND SURVEYING SERVICES

ACTION ITEM

Board of Education authorization is requested to advertise for a Request for Qualifications (RFQ) for land surveying services in support of the Measure O bond program.

The District is seeking consultants to provide services on an as-needed basis for various projects, including, but not limited to, new construction, renovation, reconstruction projects, program-wide projects, infrastructure projects and/or other projects related to district property ownership. Services shall be conducted pursuant to all applicable land title survey requirements.

Evaluation and selection of service providers will be based on factors such as qualifications, experience, licensing/certification, litigation history, and fee structure.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Requests for Qualifications (RFQ) for Land Surveying Consulting Services RFQ #2019/2020/04, to be charged to Measure O Bond Funds.

Business Services



DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: DSA PROJECT INSPECTION SERVICES

ACTION ITEM

Board of Education authorization is requested to advertise for Requests for Qualifications (RFQ's) for the prequalification of Division of the State Architect (DSA) approved Inspectors of Record (IOR's) for District construction projects.

Qualified inspectors will be used on an as-needed basis to provide on-site inspection services of a project or projects and all activities related thereto. Inspectors are expected to follow accepted industry practices and comply with all federal, state and local laws and ordinances related to the project(s).

Costs associated with this work are based on hourly rates depending on the classification of the inspector and level of expertise required for each project.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Requests for Qualifications (RFQ's) for DSA Project Inspection Services, RFQ #2019/2020-05, to be charged to Measure O Bond Funds.

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: CUSTODIAL SUPPLIES BID

ACTION ITEM

Board of Education authorization is requested to reject all bids for standard custodial supply items as needed by the Operations Department and/or District warehouse stock.

The District will continue to use existing piggyback contracts for large purchases and quotations for smaller dollar-value items during the current fiscal year and will schedule a re-bid of all items in the spring of 2020 for purchase during the 2020/21 fiscal year.

SUPERINTENDENT'S RECOMMENDATION:

REJECT all bids against Bid #18/19-04 for the Purchase of Custodial Supplies, to be re-bid at a date and time to be determined.

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: WARREN HIGH SCHOOL SAND VOLLEYBALL COURTS

ACTION ITEM

Board of Education authorization is requested to award Bid #19/20-02 to construct two (2) new sand volleyball courts at Warren High School, which received Board authorization to bid at the meeting of July 11, 2019.

Nine bidders responded to the advertisement for bids by the 1:30 p.m. deadline on Tuesday, September 10, 2019. The apparent low bid did not conform to the legal requirements for the responsive submittal of public bids, so it was rejected as being non-responsive. The low responsive bidder, Asphalt, Fabric & Engineering, Inc., Signal Hill, has the required licenses and bonding and is qualified to perform the work as specified.

SUPERINTENDENT'S RECOMMENDATION:

REJECT bid from H2M Construction, Inc., Glendale, in the amount of \$432,000.00 as non-responsive to the bid documents, and;

AWARD Bid #19/20-02, Warren High School New Volleyball Courts, to Asphalt, Fabric & Engineering, Inc., Signal Hill, in the amount of \$444.900.00. to be charged to the Capital Outlay Fund.

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: STAUFFER MIDDLE SCHOOL MODERNIZATION

ACTION ITEM

Board of Education approval is requested for Change Order #25 to Bid #16/17-11 for the modernization of Stauffer Middle School, which received Board approval to award on June 6, 2017.

The above change reflects a less than 1% increase to the contract due to changes and/or additions to the project, which includes revisions to classroom flooring from carpet to vinyl tile, the planting of sod between the administration office and the Building B-N classrooms, and additional bond costs which were not part of the original plans and specifications.

The increase associated with the above changes is \$103,080.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #25 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$103,080.00, to be charged to Measure O Bond Funds.

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PURCHASE OF PORTABLE CLASSROOM BUILDINGS FOR

GRIFFITHS MIDDLE SCHOOL/SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO2W-2*591 (formerly Purchase Order #190414) with Elite Modular Leasing & Sales, Inc., Perris, for the purchase of portable classroom buildings at Griffiths Middle School.

The above change represents an increase to the value of the purchase order to cover the cost of storage fees as a result of changes to the phasing plan on the project.

The increase associated with this change is \$1,800.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO2W-2*591 with Elite Modular Leasing & Sales, Inc., Perris, for the purchase of portable classroom buildings for Griffiths Middle School in the increased amount of \$1,800.00, to be charged to Measure O Bond Funds.

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

PURCHASE OF PORTABLE CLASSROOM BUILDINGS FOR

GRIFFITHS MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #3 to Purchase Order #PO2W-2*465 (former Purchase Order #190415) with Elite Modular Leasing & Sales, Inc., Perris, for the purchase of portable classroom buildings.

The above change represents an increase to the value of the purchase order and includes the cost of storage fees due to changes to the phasing plan.

The increase associated with this change is \$14,400.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #3 to Purchase Order #PO2W-2*465 with Elite Modular Leasing & Sales, Inc., Perris, for the purchase of portable classroom buildings for Griffiths and Sussman Middle Schools, in the amount of \$14,400.00, to be charged to Measure O Bond Funds.

Downey Unified School District

Business Services

DATE:

October 8, 2019

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by Michael Martinez, Senior Director, Budget and Finance

SUBJECT:

2019-20 BUDGET TRANSFERS AND ADJUSTMENTS

ACTION ITEM

Budget transfers and adjustments are presented to recommend changes in the District's operating budget based on the most current information regarding revenue and expense. Budget transfers propose changes in expenditure patterns without having an effect on the total approved operating budget. Budget adjustments, however, are changes in revenue and expenditures which change the total of the Board-approved budget.

Budget transfers include implementation of requested changes from site administrators and department heads within their programs. Budget adjustments are reviewed and approved by senior management on a case-by-case basis.

These transfers change the funds' ending balances as follows:

General Fund Unrestricted \$ ((1,406,084.00)
General Fund Restricted	00.00
Adult Education Fund Unrestricted	00.00
Adult Education Fund Restricted	00.00
Special Reserve for Capital Outlay Projects Fund Unrestricted	ed (51,600.00)
	(11,898.00)

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the October 2019 budget transfers and adjustments for the 2019-20 fiscal year.



Serving Students • Supporting Communities • Leading Educators

Submit one (1) certified original of this form

Budget Adjustment Summary	PERIOD AFFECTED:
K-12/ROPs/JPAs	✓ Adopted Budget
	First Interim
	Second Interim
1.	☐ Third Interim
••	Unaudited Actuals

			☐ Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA763-01U	FUND NUMBER 01.0	
FISCALYEAR 19-20	GENERAL FUND		UNRESTRICTED RESTRICTED
DATE OF SUMMARY	NAME OF SCHOOL DISTRICT		

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999	8980	00000	1,031,796.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 1,031,796.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		Budget Adjustment ncrease (Decrease)
1. Certificated Personnel Salaries	1000-1999	•	\$	1,745,365.00
2. Classified Personnel Salaries	2000-2999			3,269.00
3. Employee Benefits	3000-3999			89,879.00
4. Books and Supplies	4000-4999			454,195.00
5. Services and Other Operating Expe	enditures 5000-5999			145,172.00
6. Capital Outlay	6000-6999			0.00
7. Tuition	7100-7199			
8. Interagency Transfers Out	7200-7299			
9. Transfers of Indirect Costs	7300-7399		-	0.00
10. Debt Service	7430-7439			
11. Interfund Transfers Out	7600-7629			
12. All Other Financing Uses	7630-7699			
1	3. Total Expenditures/Othe	er Financing Uses	\$	2,437,880.00

13. Total Expenditures/Other Financing Uses	_ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	2,437,880.00
C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$	(1,406,084.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Res	tricted Amounts	0.00
3. Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
4. Assigned Amounts Other Assignments	9780		\$
	Total Ass	Igned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(1,406,084.00)
	Total Unassigned/I	Jnappropriated Amounts	(1,406,084.00)
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec	etion C)	\$ (1,406,084.00)

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for AB 1200 Certificated Salary increases and other adjustments.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT Michael Martinez	· - • · · · · · · · · · · · ·		ER OF CONTACT PERSON -6621	EMAIL ADDRESS OF CONTA	
	SIGNATURE OF AUTHORIZED SIGN THE BOARD	IATORY OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	10/08/2019
Submit one (1) certi	fied original of this form	Busir 9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.V Los Angeles County Superintendent	V., Ed.D.	OS ANGELES COUNTY SUPER		ЕРИТУ	DATE SIGNED



Budget Adjustment Summary K-12/ROPs/JPAs

Serving Students - Supporting Communities - Leading Educators

Submit one (1) certified original of this form.

nent Summary Ps/JPAs		PERIOD AFFECTED: Adopted Budget First Interim Second Interim Third Interim Unaudited Actuals	
	FUND NUMBER		ĺ

DISTRICT NUMBER 64451		RNAL ID NUMBER		FUNI 01	NUMBER 0.	
FISCALYEAR	FUND N	ME ERAL FUND				0
19-20	GEN	ERAL PUND				UNRESTRICTED PRESTRICTED
	SCHOOL DISTRICT		ISTRI	СТ		
						5.1.1.1.1
A. Revenues/Other Financing Sources	Object Code	Specific Ol Code		Specific Resource Code	<u> </u>	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099	<u> </u>			\$	0.00
2. Federal Revenue	8100-8299	<u> </u>				0.00
3. Other State Revenue	8300-8599				_	0.00
4. Other Local Revenue	8600-8799	6500		8792		1,459,678.00
5. Interfund Transfers In	8900-8929					
6. All Other Financing Sources	8930-8979					
7. Contributions	8980-8999	6500		8980		(1,031,796.00)
	8. Total Revenues/Other Financing Sources			ng Sources	\$	427,882.00
B. Expenditures/Other			·	Resource Code		Budget Adjustment
Financing Uses		Object Code		(Optional)		Increase (Decrease)
Certificated Personnel Salaries		1000-1999			\$	390,912.00
2. Classified Personnel Salaries		2000-2999				0.00
3. Employee Benefits		3000-3999				78,964.00
4. Books and Supplies		4000-4999				(41,994.00)
5. Services and Other Operating E	xpenditures	5000-5999				0.00
6. Capital Outlay		6000-6999				0.00
7. Tuition		7100-7199				0.00
8. Interagency Transfers Out		7200-7299				0.00
9. Transfers of Indirect Costs		7300-7399				0.00
10. Debt Service		7430-7439				0.00
11. Interfund Transfers Out		7600-7629				0.00
12. All Other Financing Uses		7630-7699				0.00
	13. Total Ex	penditures/Ot	her Fin	ancing Uses	\$	427,882.00
,						
C. Subtotal A8 - B13 [This amount	will Increase	(Decrease) Er	nding F	fund Balance]	\$	0.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
3. Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
4. Assigned Amounts Other Assignments	9780		\$
	Total Ass	Igned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/L	Inappropriated Amounts	0.00
6. Total Components of Ending Fund Balance (Must I	Equal the Total in Sec	tion C)	\$ 0.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for AB 1200 Certificated Salary increases and other adjustments.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTA Michael Martinez		(562)469-	R OF CONTACT PERSON 6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATION THE BO	THE BOARD				10/08/2019
Submit one (1) certified original of this form to: Los Angeles County Office of Education Business Advisory Services 9300 Imperial Highway Downey, CA 90242-2890					
Approved: Debra Duardo, M.S.W., Ed. Los Angeles County Superintendent	D. SIGNATURE OF LOS ANGEL	ES COUNTY SUPERII	NTENDENT OF SCHOOLS DE	РИТУ	DATE SIGNED



Budget Adjustment Summary K-12/ROPs/JPAs

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	First	Inte	rim	
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PERIOD AFFECTED:

_	Mao	pieu	Duc	igei
٦	Fire	Into	rim	

┙	First	Interim	
\neg	_		

Submit one (1) certified origi	inal of this form.		☐ Second Interim ☐ Third Interim ☐ Unaudited Actuals
DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA765-11U	11.0	<u>.</u>
FISCALYEAR	FUND NAME		
19-20	ADULT EDUCATION FUND		VUNRESTRICTED PRESTRICTE

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
10/08/2019	DOWNEY UNIFIED SCHOOL DISTRICT
L	

Ā.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	t Adjustment se (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financl	ng Sources	\$ 0.00

B. Expenditures/Other Financing Uses	Object Co	de Resource Code (Optional)	iget Adjustment ease (Decrease)
1. Certificated Personnel Salaries	1000-199	9	\$ 18,100.00
2. Classified Personnel Salaries	2000-299	9	0.00
3. Employee Benefits	3000-399	9	3,656.00
4. Books and Supplies	4000-499	9	 (21,756.00)
5. Services and Other Operating E	xpenditures 5000-599	9	0.00
6. Capital Outlay	6000-699	9	0.00
7. Tuition	7100-719	9	0.00
8. Interagency Transfers Out	7200-729	9	0.00
9. Transfers of Indirect Costs	7300-739	9	0.00
10. Debt Service	7430-743	9	0.00
11. Interfund Transfers Out	7600-762	9	0.00
12. All Other Financing Uses	7630-769	9	0.00
	13.Total Expenditures	Other Financing Uses	\$ 0.00

C. Subtotal A8 - B13 [This amount will increase (Decrease) Ending Fund Balance]	\$	0.00
	•	

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nons	pendable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Res	tricted Amounts	0.00
3. Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Con	nmitted Amounts	0.00
4. Assigned Amounts Other Assignments	9780		\$
	Total Ass	signed Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/	Unappropriated Amounts	0.00
6. Total Components of Ending Fund Balance (Must	Equal the Total in Se	ction C)	\$ 0.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for AB 1200 Certificated Salary increases.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PE Michael Martinez	l i	er of contact person -6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATURE C 10/08/2019	P AUTHORIZED SIGNATORY OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	10/08/2019
Submit one (1) certified origin	Busir 9300	angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D.	SIGNATURE OF LOS ANGELES COUNTY SUPER	INTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED
Los Angeles County Superintendent	32	2		

Los Angeles County Office of Education

10/08/2019

Budget Adjustment Summary K-12/ROPs/JPAs

Serving Students - Supporting Communities - Leading Educators

	PERIOD AFFECTED: Adopted Budget First Interim Second Interim Third Interim Unaudited Actuals	
MBER		
		٦

Submit one (1) certifi	☐ Third Interim ☐ Unaudited Actuals		
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA766-11R	FUND NUMBER	
FISCAL YEAR 19-20	FUND NAME ADULT EDUCATION FUND		UNRESTRICTED RESTRICTED
DATE OF SUMMARY	NAME OF SCHOOL DISTRICT		

DOWNEY UNIFIED SCHOOL DISTRICT

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	get Adjustment ase (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 0.00

В.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	dget Adjustment rease (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$ 8,388.00
2.	Classified Personnel Salaries	2000-2999	***	0.00
3.	Employee Benefits	3000-3999		1,694.00
4.	Books and Supplies	4000-4999		(10,082.00)
5.	Services and Other Operating Expenditures	5000-5999		0.00
6.	Capital Outlay	6000-6999		0.00
7.	Tuition	7100-7199		0.00
8.	Interagency Transfers Out	7200-7299		 0.00
9.	Transfers of Indirect Costs	7300-7399		0.00
10.	Debt Service	7430-7439		0.00
11.	Interfund Transfers Out	7600-7629		0.00
12.	All Other Financing Uses	7630-7699		0.00
	13. Total E	xpenditures/Othe	er Financing Uses	\$ 0.00

\$ C. Subtotal A8 - B13 [This amount will increase (Decrease) Ending Fund Balance] 0.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Res	tricted Amounts	0.00
3. Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
4. Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/	Unappropriated Amounts	0.00
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec	ction C)	\$ 0.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for AB 1200 Certificated Salary increases.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PE Michael Martinez		(562)	469-6	OF CONTACT PERSON	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATURE OF 10/08/2019	FAUTHORIZED SIGNATORY OR	DESIGNEE		PRINT NAME AND TITLE John A. Garcia,	Jr., Ph.D., Supt.	10/08/2019
Submit one (1) certified origin	nal of this form to:		Busines 9300 In	geles County Office ss Advisory Service nperial Highway y, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGEL	ES COUNTY	SUPERINT	ENDENT OF SCHOOLS D	PUTY	DATE SIGNED



Budget Adjustment Summary K-12/ROPs/JPAs

F	PERIOD AFFECTED:
I	Adopted Budget
1	☐ First Interim
	Second Interim
	☐ Third Interim
	Unaudited Actuals
١.	C Orladolled Actuals

Serving Students - Supporting Communities - Leading Educators

Submit one (1)	certified	original	of	this	form.
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Submit one (1) certified orig	Unaudited Actuals		
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA767-40U	FUND NUMBER 40.0	
FISCALYEAR 19-20	SPECIAL RESERVE CAPIT	AL PROJECTS	VUNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
10/08/2019	DOWNEY UNIFIED SCHOOL DISTRICT
10/00/2010	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financ	ing Sources	\$ 0.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$ 0.00
2. Classified Personnel Salaries	2000-2999		0.00
3. Employee Benefits	3000-3999		0.00
4. Books and Supplies	4000-4999		0.00
5. Services and Other Operating Expenditures	5000-5999		51,600.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
13. Total E	xpenditures/Oth	er Financing Uses	\$ 51,600.00

C. Subtotal A8 - B13 [This amount will increase (Decrease) Ending Fund Balance]	\$ (51,600.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision se (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nons	pendable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Res	tricted Amounts	0.00
3. Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Con	nmitted Amounts	0.00
4. Assigned Amounts Other Assignments	9780		\$
	Total Ass	signed Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(51,600.00)
		Unappropriated Amounts	(51,600.00)
6. Total Components of Ending Fund Balance (Mu	est Foual the Total In Se	ction C)	\$ (51,600.00)

E. Narrative Explanation for this Revision - Must be Completed

To revise Adopted Budget for estimated expenditures.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PER MICHAEL Martinez		(562) 469-6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATURE OF 10/08/2019	FAUTHORIZED SIGNATORY OF		a, Jr., Ph.D., Supt.	10/08/2019
Submit one (1) certified origin	nal of this form to:	Los Angeles County Of Business Advisory Serv 9300 Imperial Highway Downey, CA 90242-289	vices	1
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGEL	ES COUNTY SUPERINTENDENT OF SCHOOL	S DEPUTY	DATE SIGNED



Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:
Adopted Budget
First Interim
Second Interim

Serving Students = Supporting	Communities = Leading Educators
-------------------------------	---------------------------------

Submit one (1) certified orig	inal of this form.		☐ Third Interim ☐ Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA768-67U	FUND NUMBER 67.1	
FISCAL YEAR 19-20	FUND NAME SELF-INS FD - WORKERS'	COMP	✓ UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
10/08/2019	DOWNEY UNIFIED SCHOOL DISTRICT
10/08/2019	DOWNER OWN IED CONTOCT DICTION

Ā.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ing Sources	\$ 0.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		dget Adjustment rease (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$	0.00
2. Classified Personnel Salaries	2000-2999			2,996.00
3. Employee Benefits	3000-3999			902.00
4. Books and Supplies	4000-4999			0.00
5. Services and Other Operating Expenditures	5000-5999	`		8,000.00
6. Capital Outlay	6000-6999			0.00
7. Tuition	7100-7199	_		0.00
8. Interagency Transfers Out	7200-7299			0.00
9. Transfers of Indirect Costs	7300-7399			0.00
10. Debt Service	7430-7439		·	0.00
11. Interfund Transfers Out	7600-7629	,		0.00
12. All Other Financing Uses	7630-7699			0.00
13.Total I	Expenditures/Oth	ner Financing Uses	\$	11,898.00

ı	C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ (11,898.00)
1		

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
2. Restricted Amounts Restricted	9740	· · · · · · · · · · · · · · · · · · ·	\$
	Total Rest	ricted Amounts	0.00
3. Committed Amounts Stabilization Arrangements	9750	· · · · · · · · · · · · · · · · · · ·	\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
4. Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(11,898.00)
	Total Unassigned/L	Inappropriated Amounts	(11,898.00)
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec	etion C)	\$ (11,898.00)

E. Narrative Explanation for this Revision - Must be Completed

To revise Adopted Budget for estimated expenditures.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PE Michael Martinez	RSON		er of contact person -6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATURE OF THE BOARD	OF AUTHORIZED SIGNATORY OR I	DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	10/08/2019
Submit one (1) certified origin	nal of this form to:	Busin 9300	ngeles County Office less Advisory Service Imperial Highway ley, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGELE	S COUNTY SUPER		EPUTY	DATE SIGNED

Business Services

DATE: October 8, 2019

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: DECLARE OBSOLETE/AUTHORIZE SALE OF OBSOLETE DISTRICT

PROPERTY

ACTION ITEM

Board of Education authorization is requested to approve the declaration and sale of obsolete District property that is no longer needed for school and/or District purposes.

The authority to sell obsolete District property is governed by Education Code Sections 17545 and 17546, which outlines the terms and conditions by which obsolete District personal property may be sold and/or disposed.

The items to be declared obsolete and sold and/or disposed of are obsolete technology items, outdated school and office furniture items, and Food Service equipment. These items are outdated and are of no further use to the district. All items will be consigned to an auction company for sale to the highest bidder, or to a local recycler for proper recycling, and/or disposed of in accordance with the Education Code. Items with a declared value of less than \$2,500.00 may be sold separately or disposed of properly.

SUPERINTENDENT'S RECOMMENDATION:

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

1 iMac Computer	r A1224	sym0330jjdwy sym0330g6dwy sym0331ndwy sym0330fbdwy sym0330ahdwy syn0330jddwy	31997 31980	Broken unable to repair
		sym0330g6dwy sym03311ndwy sym0330fbdwy sym0330ahdwy syn0330jddwy	31980	Broken unable to repair
		sym03311ndwy sym0330fbdwy sym0330ahdwy syn0330jddwy		
		sym0330fbdwy sym0330ahdwy syn0330jddwy	31988	Broken unable to repair
		sym0330ahdwy syn0330jddwy sym0330jsdwy	31976	Broken unable to repair
		syn0330jddwy sym0330jsdwy	31984	Broken unable to repair
		sym0330jsdwy	31974	Broken unable to repair
			32000	Broken unable to repair
		sym033017dwy	31973	Broken unable to repair
		sym033018dwy	31985	Broken unable to repair
		sym0330akdwy	31983	Broken unable to repair
		sym0330sydwy	31995	Broken unable to repair
		sym03310xdwy	31999	Broken unable to repair
	r A1224	sym03310zdwy	31996	Broken unable to repair
	r A1224	sym0330afdwy	31977	Broken unable to repair
	ır A1224	sym0330addwy	31978	Broken unable to repair
	ir A1224	sym0323zkdwy	31970	Broken unable to repair
	er A1224	sym03301adwy	31971	Broken unable to repair
	er A1224	sym0330a9dwy	31975	Broken unable to repair
	er A1224	sym0330sbdwy	31972	Broken unable to repair
1 iMac Computer	er A1224	sym0330vrdwy	32001	Broken unable to repair
1 iMac Computer	er A1224	sym033019dwy	31981	Broken unable to repair
1 iMac Computer	er A1224	sym0330wedwy	31992	Broken unable to repair
1 iMac Computer	er A1224	sym0330jydwy	31998	Broken unable to repair
1 iMac Computer	er A1224	sym0330s5dwy	31986	Broken unable to repair
1 iMac Computer	er A1224	sym0330vwdwy	31989	Broken unable to repair
1 iMac Computer	er A1224	sym0323qsdwy	31987	Broken unable to repair
1 iMac Computer	er A1224	sym0330k6dwy	32002	Broken unable to repair
1 iMac Computer	er A1224	sym0330h8dwy	31991	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT#	Reason for Disposal
1	iMac Computer	A1224	sym0330jwdwy	31990	Broken unable to repair
-	iMac Computer	A1224	sym0330wrdwy	31993	Broken unable to repair
1	iMac Computer	A1224	sym0308pdwy	31979	Broken unable to repair
1	iMac Computer	A1224	sym03310hdwy	31982	Broken unable to repair
4	iMac Computer	A1224	sym0330vndwy	31994	Broken unable to repair
	Apple Desktop Computer		sym036202dwy	32125	Broken unable to repair
-	Apple Desktop Computer		sym0362kydwy	32123	Broken unable to repair
-	Apple Desktop Computer		sym0310k0dwy	32117	Broken unable to repair
+	Apple Desktop Computer		sym0362dfdwy	32124	Broken unable to repair
H	Apple Desktop Computer		sym0310ptdwy	32104	Broken unable to repair
-	Apple Desktop Computer		sym0362qgdwy	32127	Broken unable to repair
1	Pioneer Laser Disk	cld-v2600	cj155740	1777	Broken unable to repair
1	Pioneer Laser Disk	cld-909	GF3907141	22115	Broken unable to repair
1	HP Printer	PSC15loxi	SDGUB-0502		Broken unable to repair
Ħ	Philips Television		BF1A0733200941		Broken unable to repair
H	Sony DVD/Video Player	SLV-D380P	429332		Broken unable to repair
1	HP Printer	Q5763A	MY49ECS28N		Broken unable to repair
1	HP Deskjet Printer	VCVRA-1002	CN15G3B018	900910	Broken unable to repair
-	HP Printer	Q5763B	CN4ATC30JN		Broken unable to repair
-	HP Printer	Q5763B	CN4ATV30KM		Broken unable to repair
1	VHS VCR			2528	Broken unable to repair
	Gateway VCR			22623	Broken unable to repair
++	Magnavox VCR		68173253	2615	Broken unable to repair
-	Samsung VCR		329720	2577	Broken unable to repair
	Panasonic TV			94806	Broken unable to repair
-	HP Laserjet Printer			26568	Broken unable to repair
1	Dell Laptop		D19VSS1	34020	Broken unable to repair
1	#m Overhead Projector	1715	2017814	14821	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT#	Reason for Disposal
1	Panasonic VCR	PV-9451	FAMA28527	14743	Broken unable to repair
1	Toshiba VCR	m-220	70743126		Broken unable to repair
1	Magnavox VCR	VT9140	20504914	2574	Broken unable to repair
1	RCA VCR		624310119	2619	Broken unable to repair
1	VHS VCR	,		2598	Broken unable to repair
1	Samsung VCR		61CB301830	,	Broken unable to repair
1	Samsung VCR		G1CB204036	2616	Broken unable to repair
1	Panasonic VCR		H75C19835	11818	Broken unable to repair
1	Sharp VCR		111855165	2574	Broken unable to repair
1	Panasonic 3E Tablet	TL101E2	3EK1528006110	40429	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100305	40193	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100709	40897	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100750	40546	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100622	40772	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100980	40199	Oboslete Item
-	Panasonic 3E Tablet	TL101E2	100434	40801	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100402	40545	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100295	40485	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100832	40977	Oboslete Item
н	Panasonic 3E Tablet	TL101E2	100157	40534	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100624	40829	Oboslete Item
H	Bretford Netbook 42 CT Cart	018-0300	2.01407E+11	25741	Oboslete Item
1	Panasonic 3E Tablet	TL10IE2	SZSTL10IE2345100-536	40572	Oboslete Item
н	Panasonic 3E Tablet	TL101E2	100256	40793	Obosiete Item
1	Panasonic 3E Tablet	TL101E2	100156	40641	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	10047	40673	Oboslete Item
н	Panasonic 3E Tablet	TL101E2	100322	40752	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100093	40892	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100083	40517	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100320	40064	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100286	40955	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100221	40341	Oboslete Item
1	Apple iPad	A1432	F4KKLC7WF194	963790	Oboslete Item

1 Apple IPad A1432 FAKKLENTE34 963782 Obosien 1 Apple IPad A1422 FAKKLCARE134 963782 Obosien 1 Apple IPad A1422 FAKKLCARE134 963783 Obosien 1 Apple IPad A1422 FAKKLDYPE134 963783 Obosien 1 Apple IPad A1422 FAKKLDYPE134 963783 Obosien 1 Apple IPad A1432 FAKKLDYFE134 963783 Obosien 1 Apple IPad A1432 FAKKLDYFE134 963783 Obosien 1 Apple IPad A1432 FAKKLOYE134 963779 Obosien 1 Apple IPad A1432 FAKKLOYE134 963779 Obosien 1	ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT#	Reason for Disposal
Apple IPad A1432 F4KKLCARF134 963782 Apple IPad A4432 F4KKLCAF114 963782 Apple IPad A4432 F4KKLDVF134 963783 Apple IPad A4432 F4KKLDVF134 963783 Apple IPad A4432 F4KKLDKK194 963783 Apple IPad A4432 F4KKLDKF194 96376 Apple IPad A4432 F4KKLESF194 96377 Apple IPad A4432 F4KKLESF194 96377 Apple IPad A4432 F4KKLESF194 96378 Apple IPad A4432 F4KKLESF194 96377 Apple IPad A4432 F4KKLONF194 96377 Apple IPad A4432 F4KKLONF194 96377 Apple IPad A1432 F4KKLONF194 96377 Apple IPad A1432 F4KKLONF194 96377 Apple IPad A1432 F4KKLONF194 96378 Apple IPad A1432 F4KKLONF194 96378 Apple IPad A1432 F4KKLONF194 <td>1</td> <td>Apple iPad</td> <td>A1432</td> <td>F4KKLBHWF194</td> <td>963791</td> <td>Oboslete Item</td>	1	Apple iPad	A1432	F4KKLBHWF194	963791	Oboslete Item
Apple IPad A1432 FAKKLEZ/F194 963792 Apple IPad A1432 FAKKLET/F194 963783 Apple IPad A1432 FAKKLET/F194 963783 Apple IPad A1432 FAKKLENKF194 963784 Apple IPad A1432 FAKKLONF194 963876 Apple IPad A1432 FAKKLENF194 963876 Apple IPad A1432 FAKKLONF194 963878 Apple IPad A1432 FAKKLONF194 963878 Apple IPad A1432 FAKKLONF194 963873 Apple IPad A1432 FAKKLONF194 96387 Apple IPad A1432 FAKKLONF194 96378 Apple IPad A1432 FAKKNONF194 96378 Apple IPad A1432 FAKKNON	1	Apple iPad	A1432	F4KKLCARF194	963782	Oboslete Item
Apple IPad A1432 FAKKLDVPF194 963783 Apple IPad A1432 FAKKLDVF194 963783 Apple IPad A1432 FAKKLDKF194 963781 Apple IPad A1432 FAKKLOSF194 96381 Apple IPad A1432 FAKKLOSF194 96381 Apple IPad A1432 FAKKLOSF194 96378 Apple IPad A1432 FAKKLONF194 96377 Apple IPad A1432 FAKKLONF194 96377 Apple IPad A1432 FAKKLONF194 96378 Apple IPad A1432 FAKKLONF194	1	Apple iPad	A1432	F4KKLE27F194	963792	Oboslete Item
Apple IPad A1432 F4KKLET7F194 963783 Apple IPad A1432 F4KKLDKF194 963784 Apple IPad A1432 F4KKLDKF194 963778 Apple IPad A1432 F4KKLDKF194 96378 Apple IPad A1432 F4KKLGMF194 96378 Apple IPad A1432 F4KKLGMF194 96378 Apple IPad A1432 F4KKLOWF194 96378 Apple IPad A1432 F4KKLOWF194 96378 Apple IPad A1432 F4KKLOWF194 96387 Apple IPad A1432 F4KKLOWF194 96378 Apple IPad A1432 F4KKLOWF194 96388 Apple IPad A1432 F4KKLOWF194 96388 Apple IPad A1432 F4KKLOWF194 96388 Apple IPad A1432 F4KKMOQF194	1	Apple iPad	A1432	F4KKLDVPF194	963788	Oboslete Item
Apple IPad A1432 F4KKIDKXF194 963794 Apple IPad A1422 F4KKICMEF194 963876 Apple IPad A1432 F4KKICPIP194 96381 Apple IPad A1432 F4KKICRE1194 96382 Apple IPad A1432 F4KKICMF194 96382 Apple IPad A1432 F4KKICMF194 963879 Apple IPad A1432 F4KKICMF194 963879 Apple IPad A1432 F4KKICMF194 96377 Apple IPad A1432 F4KKIDIWF194 96379 Apple IPad A1432 F4KKIDIWF194 96379 Apple IPad A1432 F4KKIDIWF194 96378 Apple IPad A1432 F4KKIDIWF194 96378 Apple IPad A1432 F4KKIDWF194 96378 Apple IPad A1432 F4KKIDWG1F194 96378 Apple IPad A1432 F4KKIDWG1F194 96378 Apple IPad A1432 F4KKIDWG1F194 96378 Apple IPad A1432 F4	1	Apple iPad	A1432	F4KKLE17F194	963783	Oboslete Item
Apple IPad A1432 FAKKLCAF194 963876 Apple IPad A1432 FAKKLGPF194 96381 Apple IPad A1432 FAKKLGPF194 963879 Apple IPad A1432 FAKKLGAF194 963779 Apple IPad A1432 FAKKLGAF194 963879 Apple IPad A1432 FAKKLONF194 963777 Apple IPad A1432 FAKKLONF194 963779 Apple IPad A1432 FAKKLONF194 963787 Apple IPad A1432 FAKKLONF194 963780 Apple IPad A1432 FAKKL	1	Apple iPad	A1432	F4KKLDKXF194	963794	Oboslete Item
Apple IPad A1432 FAKKLGPF194 96378 Apple IPad A1432 FAKKLGPF194 96378 Apple IPad A1432 FAKKLGVF194 963789 Apple IPad A1432 FAKKLCAVF194 963779 Apple IPad A1432 FAKKLCAVF194 963779 Apple IPad A1432 FAKKLCAVF194 963779 Apple IPad A1432 FAKKLONIF194 96378 Apple IPad A1432 FAKKIOMAF194 96378 Apple IPad A1432 FAKKIOMAF194 96378 Apple IPad A1432 FAKKIOMAF194 96378 Apple IPad A1432 FAKKIDWIF194 96387 Apple IPad A1432 FAK	1	Apple iPad	A1432	F4KKLCA5F194	963876	Oboslete Item
Apple IPad A1432 F4KKLCE9F194 963778 Apple IPad A1432 F4KKLBRNF194 963789 Apple IPad A1432 F4KKLZ1F194 963882 Apple IPad A1432 F4KKLDIWF194 963879 Apple IPad A1432 F4KKLCOPI194 963777 Apple IPad A1432 F4KKLOPIWF194 963783 Apple IPad A1432 F4KKLOMOAF194 963783 Apple IPad A1432 F4KKLOMOAF194 963787 Apple IPad A1432 F4KKLOMOAF194 963780 Apple IPad A1432 F4KKLOMOAF194 963780 Apple IPad A1432 F4KKLOMOAF194 963786 Apple IPad A1432 F4KKLOMOAF194 963786 Apple IPad A1432 F4KKLOMOAF194 963786 Apple IPad A	1	Apple iPad	A1432	F4KKL9DPF194	963881	Oboslete Item
Apple IPad A1432 F4KKLBNF194 963789 Apple IPad A1432 F4KKLCAVF194 963822 Apple IPad A1432 F4KKLCAVF194 963879 Apple IPad A1432 F4KKLDIWF194 963779 Apple IPad A1432 F4KKLOSF194 963784 Apple IPad A1432 F4KKLOMIF194 963784 Apple IPad A1432 F4KKMOAF194 963787 Apple IPad A1432 F4KKMO3NE194 963780 Apple IPad A1432 F4KKMO3NE194 963780 Apple IPad A1432 F4KKMO3NE194 963780 Apple IPad A1432 F4KKLOYENF194 963780 Apple IPad A1432 F4KKLOYENF194 963786 Apple IPad A1432	1	Apple iPad	A1432	F4KKLCE9F194	963778	Oboslete Item
Apple IPad A1432 F4KKLCAVF194 963822 Apple IPad A1432 F4KKLE2LF194 963879 Apple IPad A1432 F4KKLDIWF194 963777 Apple IPad A1432 F4KKLDWF194 963779 Apple IPad A1432 F4KKMOAF194 963783 Apple IPad A1432 F4KKMOAF194 963787 Apple IPad A1432 F4KKLONF194 963780 Apple IPad A1432 F4KKLONF194 963786 Apple IPad A1432 F	1	Apple iPad	A1432	F4KKLBRNF194	68286	Oboslete Item
Apple iPad A1432 F4KKLE2LF194 963879 Apple iPad A1432 F4KKLDWF194 963777 Apple iPad A1432 F4KKLCO9F194 963779 Apple iPad A1432 F4KKLMIF194 963784 Apple iPad A1432 F4KKLONIF194 96383 Apple iPad A1432 F4KKLONIF194 963787 Apple iPad A1432 F4KKLONIF194 963787 Apple iPad A1432 F4KKLOOF194 963787 Apple iPad A1432 F4KKIDONIF194 963781 Apple iPad A1432 F4KKIDONIF194 963780 Apple iPad A1432 F4KKIDDWF194 963780 Apple iPad A1432 F4KKIDMMF194 963864 Apple iPad A1432	1	Apple iPad	A1432	F4KKLC4VF194	288296	Oboslete Item
Apple IPad A1432 F4KKLDLWF194 963777 Apple IPad A1432 F4KKLCO9F194 963784 Apple IPad A1432 F4KKLAMIF194 963784 Apple IPad A1432 F4KKM04AF194 963783 Apple IPad A1432 F4KKLDNIF194 963787 Apple IPad A1432 F4KKLCVF194 963781 Apple IPad A1432 F4KKLDNIF194 963781 Apple IPad A1432 F4KKLDNIF194 963780 Apple IPad A1432 F4KKLDNIF194 963780 Apple IPad A1432 F4KKLDNIF194 96376 Apple IPad A1432 F4KKLDNIF194 96376 Apple IPad A1432 F4KKLDNIF194 96376 Apple IPad A1432 F4KKLOST194 963864 Apple IPad A1432 F4KKLOST194 963864 Apple IPad A1432 F4KKLOGATCST194 963864 Apple IPad A1432 F4KKLOGATCST194 963864 Apple IPad A1432	1	Apple iPad	A1432	F4KKLE2LF194	628826	Oboslete Item
Apple IPad A1432 F4KKLODF194 963779 Apple IPad A1432 F4KKLAMJF194 963784 Apple IPad A1432 F4KKMO4F194 963833 Apple IPad A1432 F4KKIDNLF194 963787 Apple IPad A1432 F4KKICGAF194 963787 Apple IPad A1432 F4KKICGAF194 963781 Apple IPad A1432 F4KKIDNLF194 963787 Apple IPad A1432 F4KKIDVE194 963780 Apple IPad A1432 F4KKIDNKF194 963780 Apple IPad A1432 F4KKIDNMF194 96376 Apple IPad A1432 F4KKIDNMF194 963864 Apple IPad A1432 F4KKICS4F194 963864 Apple IPad A1432	1	Apple iPad	A1432	F4KKLDLWF194	24429	Oboslete Item
Apple IPad A1432 F4KKLAMIF194 963784 Apple IPad A1432 F4KKM04AF194 963883 Apple IPad A1432 F4KKLDNLF194 963878 Apple IPad A1432 F4KKLCKF194 963787 Apple IPad A1432 F4KKLCKF194 963781 Apple IPad A1432 F4KKLDNZF194 963781 Apple IPad A1432 F4KKLDYZF194 963780 Apple IPad A1432 F4KKLDYZF194 963780 Apple IPad A1432 F4KKLDYZF194 96380 Apple IPad A1432 F4KKLDMMF194 963864 Apple IPad A1432 F4KKLOPALF194 963864 Apple IPad A1432 F4KKLSKLF194 963885 Apple IPad A1432 F4KKLSKLF194 963864 Apple IPad A1432 F4KKLSKLF194 963885 Bretford Mini IPod Cart BMC3 74KKLGRCALF194 963885 Bretford PowerSync IPad Cart BMC3 745KD Panasonic 3E Tablet TL10	1	Apple iPad	A1432	F4KKLC09F194	963779	Oboslete Item
Apple IPad A1432 F4KKM04AF194 963883 Apple IPad A1432 F4KKLDNIF194 963878 Apple IPad A1432 F4KKLCGAF194 963781 Apple IPad A1432 F4KKLCVF194 963781 Apple IPad A1432 F4KKLDVZF194 963784 Apple IPad A1432 F4KKLDYZF194 963780 Apple IPad A1432 F4KKLDYZF194 96376 Apple IPad A1432 F4KKLDYZF194 96376 Apple IPad A1432 F4KKLDMMF194 96376 Apple IPad A1432 F4KKLBKLF194 96376 Apple IPad A1432 F4KKLSKLF194 963864 Apple IPad A1432 F4KKLSKLF194 963864 Apple IPad A1432 F4KKLSKLF194 963864 Apple IPad A1432 F4KKRNO92F194 963864 Apple IPad A1432 F4KKRNO92F194 963864 Bretford Mini IPod Cart HE407LL/A 201407093535 39992 Bretford PowerSync IPad Ca	1	Apple iPad	A1432	F4KKLAMJF194	963784	Oboslete Item
Apple iPad A1432 F4KKLDNLF194 963878 Apple iPad A1432 F4KKLCGAF194 963781 Apple iPad A1432 F4KKLCCVF194 963781 Apple iPad A1432 F4KKM03NF194 963783 Apple iPad A1432 F4KKLDY2F194 963780 Apple iPad A1432 F4KKLDY2F194 963877 Apple iPad A1432 F4KKLDY2F194 963877 Apple iPad A1432 F4KKLDNMF194 96380 Apple iPad A1432 F4KKLGRLF194 96386 Apple iPad A1432 F4KKLGRLF194 96386 Apple iPad A1432 F4KKLGRLF194 96386 Apple iPad A1432 F4KKLGRF194 96386 Apple iPad A1432 F4KKLGRF194 96386 Bretford Mini iPod Cart BMC3 F4KKN092F194 96386 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart T110IE2 100274 40763 Pa	1	Apple iPad	A1432	F4KKM04AF194	963883	Oboslete Item
Apple iPad A1432 F4KKLCGAF194 963787 Apple iPad A1432 F4KKLCVF194 963781 Apple iPad A1432 F4KKM040F194 963783 Apple iPad A1432 F4KKM03NF194 963780 Apple iPad A1432 F4KKLDYZF194 963780 Apple iPad A1432 F4KKLDMMF194 96376 Apple iPad A1432 F4KKLSKIF194 963786 Apple iPad A1432 F4KKLSKIF194 963864 Bretford Mini iPod Cart BMC3 F4KKN092F194 963864 Bretford PowerSync IPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync IPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync IPad Cart HE407LL/A 201407093535 40763		Apple iPad	A1432	F4KKLDNLF194	963878	Oboslete Item
Apple iPad A1432 F4KKLCVF194 963781 Apple iPad A1432 F4KKM040F194 963793 Apple iPad A1432 F4KKM03NF194 963780 Apple iPad A1432 F4KKLDYZF194 963780 Apple iPad A1432 F4KKLDYF194 963877 Apple iPad A1432 F4KKLDWF194 96386 Apple iPad A1432 F4KKLBAF194 963786 Apple iPad A1432 F4KKLBKLF194 963864 Bretford Mini iPod Cart BMC3 F4KKN092F194 963864 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Panasonic 3E Tablet TL10iE2 100356 40784	H	Apple iPad	A1432	F4KKLCGAF194	963787	Oboslete Item
Apple iPad A1432 F4KKM040F194 963793 Apple iPad A1432 F4KKM03NF194 963884 Apple iPad A1432 F4KKLDYSF194 963780 Apple iPad A1432 F4KKLDWF194 963776 Apple iPad A1432 F4KKLDMMF194 963786 Apple iPad A1432 F4KKLGMF194 963864 Apple iPad A1432 F4KKLRKLEK194 963864 Apple iPad A1432 F4KKLRKLEK194 963864 Bretford Mini iPod Cart BMC3 F4KKN092F194 963865 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 40763 Panasonic 3E Tablet TL10iE2 100274 40763	+	Apple iPad	A1432	F4KKLCCVF194	963781	Oboslete Item
Apple iPad A1432 FAKKMO3NF194 963884 Apple iPad A1432 FAKKLDY2F194 963780 Apple iPad A1432 FAKKLDYMF194 963877 Apple iPad A1432 FAKKLDMMF194 96376 Apple iPad A1432 FAKKLC84F194 96386 Apple iPad A1432 FAKKLC84F194 96386 Apple iPad A1432 FAKKLSKLF194 96386 Apple iPad A1432 FAKKLO3F194 96386 Bretford Apple iPad A1432 FAKKLO3F194 963864 Bretford Mini iPod Cart BMC3 FAKKNO9ZF194 963885 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Panasonic 3E Tablet TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100356 40784	7	Apple iPad	A1432	F4KKM040F194	963793	Oboslete Item
Apple iPad A1432 F4KKLDY2F194 963780 Apple iPad A1432 F4KKLDPWF194 963877 Apple iPad A1432 F4KKLDMMF194 96380 Apple iPad A1432 F4KKLDMMF194 963786 Apple iPad A1432 F4KKLSKLF194 963786 Apple iPad A1432 F4KKL092F194 963864 Bretford Mini iPod Cart BMC3 F4KKN092F194 963885 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100356 40784	1	Apple iPad	A1432	F4KKM03NF194	963884	Oboslete Item
Apple iPad A1432 F4KKLDPWF194 963877 Apple iPad A1432 F4KKGRLF194 963880 Apple iPad A1432 F4KKLC84F194 96386 Apple iPad A1432 F4KKL084F194 96386 Apple iPad A1432 F4KKN092F194 96386 Bretford Mini iPod Cart BMC3 501407093535 39992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 42502 Panasonic 3E Tablet TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100374 40763	1	Apple iPad	A1432	F4KKLDY2F194	08280	Oboslete Item
Apple iPad A1432 F4KKGRLF194 963776 Apple iPad A1432 F4KKLDMMF194 963880 Apple iPad A1432 F4KKL8KLF194 963864 Apple iPad A1432 F4KKN092F194 963865 Bretford Mini iPod Cart BMC3 F4KKN092F194 963885 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 42502 Panasonic 3E Tablet TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100356 40784	н	Apple iPad	A1432	F4KKLDPWF194	228596	Oboslete Item
Apple IPad A1432 F4KKLDMMF194 963880 Apple IPad A1432 F4KKLC84F194 963786 Apple IPad A1432 F4KKL8KLF194 963864 Bretford Apple IPad A1432 F4KKN092F194 963885 Bretford Mini IPod Cart BMC3 F4KKN092F194 963885 Bretford PowerSync IPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync IPad Cart TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100374 40784		Apple iPad	A1432	F4KKKGRLF194	963776	Oboslete Item
Apple iPad A1432 F4KKIC84F194 963786 Apple iPad A1432 F4KKI8KLF194 963864 Bretford Apple iPad A1432 F4KKN092F194 963885 Bretford Mini iPod Cart BMC3 201407093535 39992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 42502 Panasonic 3E Tablet TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100356 40784	н	Apple IPad	A1432	F4KKLDMMF194	963880	Oboslete Item
Apple iPad A1432 F4KKL8KLF194 963864 Apple iPad A1432 F4KKN092F194 963885 Bretford Mini iPod Cart BMC3 201407093535 39992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100356 40784		Apple iPad	A1432	F4KKLC84F194	963786	Oboslete Item
Apple iPad A1432 F4KKN092F194 963885 Bretford Mini iPod Cart BMC3 3992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 3992 Panasonic 3E Tablet TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100356 40784	н	Apple iPad	A1432	F4KKL8KLF194	963864	Oboslete Item
Bretford Mini iPod Cart BMC3 201407093535 39992 Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100356 40784		Apple iPad	A1432	F4KKN092F194	963885	Oboslete Item
Bretford PowerSync iPad Cart HE407LL/A 201407093535 39992 Bretford PowerSync iPad Cart 42502 Panasonic 3E Tablet TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100356 40784	н	Bretford Mini iPod Cart	BMC3			Oboslete Item
Bretford PowerSync iPad Cart 42502 Panasonic 3E Tablet TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100356 40784	+1	Bretford PowerSync IPad Cart	HE407LL/A	201407093535	39992	Oboslete Item
Panasonic 3E Tablet TL10IE2 100274 40763 Panasonic 3E Tablet TL10IE2 100356 40784	н	Bretford PowerSync iPad Cart			42502	Oboslete Item
TL10IE2 100356 40784	н	Panasonic 3E Tablet	TL10IE2	100274	40763	Oboslete Item
	н	Panasonic 3E Tablet	TL101E2	100356	40784	Oboslete Item

HEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
-	Panasonic 3E Tablet	TL101E2	100108	40605	Oboslete Item
	Panasonic 3E Tablet	TL101E2	100195	40959	Oboslete Item
-	Panasonic 3E Tablet	TL10IE2	100526	40313	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100223	40423	Oboslete Item
	Panasonic 3E Tablet	TL101E2	100241	40602	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100540	40544	Oboslete Item
1	Panasonic 3E Tablet	TL101E2	100805	40571	Oboslete Item
	Panasonic 3E Tablet	TL101E2	100004	40540	Oboslete Item
-	Panasonic 3E Tablet	TL101E2	10081	40661	Oboslete Item
	Panasonic 3E Tablet	TL101E2	100482	40952	Oboslete Item
1	Apple iPod	MC540LL/A	C3R1G1TDT75	901318	Oboslete Item
1	Apple iPod	MC540LL/A	C3RJ1A74DT75	301320	Oboslete Item
H	Apple iPod	MC540LL/A	C3RJ135BDT75	901321	Oboslete Item
+-	Apple iPod	MC540LL/A	C3RHJTS7DT75	901152	Oboslete Item
1	Apple iPod	MC540LL/A	CCQHK19LDT75	901157	Oboslete Item
н	Apple iPod	MC540LL/A	C3L1WJDT75	901317	Oboslete Item
-	Apple iPod	MCS40LL/A	CCQ41JMTVDT75	901323	Oboslete Item
T	Apple iPod	MC540LL/A	C3RHJTMQDT75	901156	Oboslete Item
H	Apple iPod	MC540LL/A	CCQHK084DT75	901154	Oboslete Item
+	Apple iPod	MC540LL/A	C3RHJTTPDT75	901153	Oboslete Item
1	Apple iPod	MC540LL/A	СЗІНИХТНОТ75	901158	Oboslete Item
	Apple iPod	MCS40LL/A	C3LHJXGADT75	901159	Oboslete Item
	Apple iPod	MC540LL/A	C3LHJY32DT75	900976	Oboslete Item
H	Apple iPod	MCS40LL/A	CCQH12AJDT75	901324	Oboslete Item
	Apple iPod	MCS40LL/A	C3LHJFLXDT75	901325	Oboslete Item
-1	Apple iPod	MC540LL/A	C3LHJEEFDT75	900971	Oboslete Item
+	Apple iPod	MC540LL/A	C3RHJT7QDT75	901124	Oboslete Item
	Apple iPod	MC540LL/A	CCQHK14RDT75	901127	Oboslete Item
H	Apple iPod	MC5401L/A	C3LHJK8SDT75	900981	Oboslete Item
1	Apple iPod	MC540LL/A	СЗКНОТВРОТ75	900126	Oboslete Item
H	Apple iPod	MC540LL/A	C3RHJTZ2BDT75	901125	Oboslete Item
1	Apple iPod	MC5401L/A	C3RHJTX6DT75	900972	Oboslete Item
H	Apple iPod	MC540LL/A	C3RHJUA9DT75	900979	Oboslete Item

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
-	Apple iPod	MC540LL/A	C3RJIB24DT75	901322	Oboslete Item
-	Apple iPod	MC540LL/A	C3LHICBDT75	076006	Oboslete Item
-	Apple iPod	MC540LL/A	C3RHJU4YDT75	901128	Oboslete Item
1	Apple iPod	MC540LL/A	CCQHROC2DT75	086006	Oboslete Item
	Apple iPod	MCS40LL/A	C3LHJEBBDT75	696006	Oboslete Item
	Apple iPod	MC540LL/A	C3RHJUNODT75	901129	Oboslete Item
	Apple iPod	MC540LL/A	C3LHJYKDT75	900982	Oboslete Item
	Apple iPod	MC540LL/A	C3RHJVATDT75	900973	Oboslete Item
1	Apple iPod	MC540LL/A	C3LHJLG1DT75	900974	Oboslete Item
1	Apple iPod	MC540LL/A	CCQHK18LDT75	226006	Oboslete Item
1	Apple iPod	MC540LL/A	C3RHJTSQDT75	826006	Oboslete Item
П	Apple iPod	MC540LL/A	C3RHJBJTDT75	901160	Oboslete Item
-1	Apple iPod	MC540LL/A	C3LTULYNDT75	901130	Oboslete Item
1	Dell Computer Cart			36290	Oboslete Item
1	Bretford Computer Cart			47839	Oboslete Item
н	Apple iMac Computer			31708	Broken unable to repair
1	Apple iMac Computer			29239	Broken unable to repair
1	Apple iMac Computer			31718	Broken unable to repair
1	Dell Latitude Computer	E35430		35750	Oboslete Item
1	Dell Latitude Computer			35753	Oboslete Item
1	Dell Latitude Computer			35745	Oboslete Item
1	Dell Latitude Computer			35787	Oboslete Item
1	Dell Latitude Computer			35753	Oboslete Item
н	Dell Latitude Computer			36223	Oboslete Item
1	Dell Latitude Computer			36185	Oboslete Item
1	Dell Latitude Computer			35779	Oboslete Item
1	Dell Latitude Computer			35760	Oboslete Item
Ħ	Panasonic Cart			25749	Oboslete Item
-	Computer Cart			48027	Oboslete Item
1	Panasonic 3E Tablet			40448	Oboslete Item
1	Panasonic 3E Tablet			40364	Oboslete Item
-	Panasonic 3E Tablet			40200	Oboslete Item
1	Panasonic 3E Tablet			40244	Oboslete Item

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT#	Reason for Disposal
1	Panasonic 3E Tablet			40224	Oboslete Item
	Panasonic 3E Tablet			40204	Oboslete Item
1	Panasonic 3E Tablet			40724	Oboslete Item
1	Panasonic 3E Tablet			40879	Oboslete Item
F	Panasonic 3E Tablet			40666	Oboslete Item
H	Panasonic 3E Tablet			40201	Oboslete Item
1	Panasonic 3E Tablet			40226	Oboslete Item
٦	Panasonic 3E Tablet			40205	Oboslete Item
Ŧ	Panasonic 3E Tablet			40209	Oboslete Item
H	Panasonic 3E Tablet			40979	Oboslete Item
1	Panasonic 3E Tablet			40454	Oboslete Item
1	Panasonic 3E Tablet			40727	Oboslete Item
1	Panasonic 3E Tablet			40743	Oboslete Item
1	Panasonic 3E Tablet			70722	Oboslete Item
1	Panasonic 3E Tablet			40210	Oboslete Item
	Panasonic 3E Tablet			40235	Oboslete Item
1	Panasonic 3E Tablet			40225	Oboslete Item
H	Panasonic 3E Tablet			40192	Oboslete item
1	Panasonic 3E Tablet			40403	Oboslete Item
1	Panasonic 3E Tablet			40207	Oboslete Item
1	Panasonic 3E Tablet			40240	Oboslete Item
1	Panasonic 3E Tablet			40218	Oboslete Item
1	Panasonic 3E Tablet			40220	Oboslete Item
1	Panasonic 3E Tablet			40261	Oboslete Item
1	Panasonic 3E Tablet			40246	Oboslete Item
+	Panasonic 3E Tablet			40618	Oboslete Item
1	Panasonic 3E Tablet			40511	Oboslete Item
1	Panasonic 3E Tablet			40886	Oboslete Item
1	Panasonic 3E Tablet			40219	Oboslete Item
1	Panasonic 3E Tablet			40208	Oboslete Item
1	Panasonic 3E Tablet			40677	Oboslete Item
1	Panasonic 3E Tablet			40899	Oboslete Item
++	Panasonic 3E Tablet			40352	Oboslete Item

HP Colorjet Printer	ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT#	Reason for Disposal
HP Laserjet Printer VND3FB3893 964821 B Apple IMac Computer h01170pmhs6 32528 B Apple IMac Computer h01170pmhs6 32538 B Apple IMac Computer h01170pmhs6 32537 B Apple IMac Computer ym1160pths6 32537 B Apple IMac Computer ym1160pths6 32537 B Apple IMac Computer Optiplex ym1160pths6 32537 B Dell Desktop Computer Optiplex GQ25TF1 54578 B Dell Desktop Computer Optiplex GPV6P11 54578 B Dell Desktop Computer Optiplex THKATF1 5458 B Dell Desktop Computer Optiplex THKATF1 5458 B Dell Desktop Computer Optiplex TMXGPS1 5458 B Dell Desktop Computer Optiplex TMXGPS1 5458 B Dell Desktop Computer Optiplex TMXGPS1 5458 B Dell Desktop Computer Optiplex	-	HP Colorjet Printer			26568	Broken unable to repair
Apple IMac Computer ym160tmhs6 325/8 B Apple IMac Computer h01170pmhs6 325/8 E Apple IMac Computer h01170pmhs6 325/16 E Apple IMac Computer ym160phs6 325/16 E Apple IMac Computer ym160phs6 325/16 E Apple IMac Computer ym160phs6 325/16 E Dell Desktop Computer Optiplex ym160phs6 325/17 E Dell Desktop Computer Optiplex GFV6P1 545/8 E Dell Desktop Computer Optiplex GFV6P1 545/8 E Dell Desktop Computer Optiplex FFV6P1 545/8 E Dell Desktop Computer Optiplex FWAZTF1 545/8 E Dell Desktop Computer Optiplex FMX2TF1 545/8 E Dell Desktop Computer Optiplex FWATT 545/8 E Dell Desktop Computer Optiplex FWATT 545/8 E Dell Desktop Computer Optiplex	1	HP Laserjet Printer		VND3F83893	964821	Broken unable to repair
Apple IMac Computer ym1160tmhs6 32528 E Apple IMac Computer h01170pmhs6 32567 E Apple IMac Computer ym1160pths6 32516 E Apple IMac Computer ym1160pths6 32532 E Apple IMac Computer ym1160pths6 32537 E Apple IMac Computer Optiplex ym1160pths6 32537 E Dell Desktop Computer Optiplex 4607P11 54579 E Dell Desktop Computer Optiplex 9407P11 54589 E Dell Desktop Computer Optiplex 9407P11 54578 E Dell Desktop Computer Optiplex 9407P11 54578 E Dell Desktop Computer Optiplex 1R35TF9 54578 E Dell Desktop Computer Optiplex 7MKGPS1 54584 E Dell Desktop Computer Optiplex 5VM35TF1 54584 E Dell Desktop Computer Optiplex 2X005B1 54631 E Dell Desktop Computer	+	HP Colorjet Printer			90241-22	Broken unable to repair
Apple IMac Computer h01170pmhs6 32567 B Apple IMac Computer h01170h7hs6 32516 B Apple IMac Computer vm1160pths6 32530 B Apple IMac Computer vm1160pths6 32530 B Apple IMac Computer Optiplex 346Pt1 54579 B Dell Desktop Computer Optiplex 4607P11 54579 B Dell Desktop Computer Optiplex 4607P11 54578 B Dell Desktop Computer Optiplex 9407P71 54578 B Dell Desktop Computer Optiplex 10407P11 54578 B Dell Desktop Computer Optiplex 17MK4TE1 54587 B Dell Desktop Computer Optiplex 17MK4TE1 54587 B Dell Desktop Computer Optiplex 15MC5TF1 54584 B Dell Desktop Computer Optiplex 20050F1 54584 B Dell Desktop Computer Optiplex 20050F1 54584 B Dell	н	Apple iMac Computer		ym1160tmhs6	32528	Broken unable to repair
Apple iMac Computer h01170h7hs6 32516 B Apple iMac Computer ym1160pths6 32530 B Apple iMac Computer ym1160pths6 32532 B Apple iMac Computer Optiplex 346Pt1 54579 Dell Desktop Computer Optiplex GQ25TF1 54589 Dell Desktop Computer Optiplex GQ25TF1 54589 Dell Desktop Computer Optiplex GQ25TF1 54589 Dell Desktop Computer Optiplex DG7PJ1 54587 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 7HXF6PS1 54584 Dell Desktop Computer Optiplex 7HXF6PS1 54584 Dell Desktop Computer Optiplex 2Y005B1 54584 Dell Desktop Computer Optiplex 2Y07F1 54584 Dell Desktop Computer Optiplex		Apple iMac Computer		h01170pmhs6	32567	Broken unable to repair
Apple iMac Computer ym1160pths6 32530 B Apple iMac Computer ym1160uths6 32532 B Apple iMac Computer Optiplex 346Pt1 54579 B Dell Desktop Computer Optiplex HQ7P11 54579 B Dell Desktop Computer Optiplex HQ7P11 54578 B Dell Desktop Computer Optiplex HQ7P11 54578 B Dell Desktop Computer Optiplex HQ7P11 54577 B Dell Desktop Computer Optiplex HR3F19 54576 B Dell Desktop Computer Optiplex TMK4TF1 54587 B Dell Desktop Computer Optiplex TMK4TF1 54587 B Dell Desktop Computer Optiplex TMKGPS1 54584 B Dell Desktop Computer Optiplex TMGMI1 54581 B Dell Desktop Computer Optiplex TMGMI1 54581 B Dell Desktop Computer Optiplex TMGMI1 54571 B	H	Apple iMac Computer		h01170h7hs6	32516	Broken unable to repair
Apple IMac Computer ym1160u1hs6 32532 F Apple IMac Computer ym1160p9hs6 32527 E Dell Desktop Computer Optiplex 346Ft1 54579 Dell Desktop Computer Optiplex 6702F1 54578 Dell Desktop Computer Optiplex 9407F71 54578 Dell Desktop Computer Optiplex 9407F71 54578 Dell Desktop Computer Optiplex 9407F71 54578 Dell Desktop Computer Optiplex 774K4TF1 54587 Dell Desktop Computer Optiplex 774K4TF1 54587 Dell Desktop Computer Optiplex 774K4TF1 54587 Dell Desktop Computer Optiplex 774K4TF1 54584 Dell Desktop Computer Optiplex 15MGM11 54584 Dell Desktop Computer Optiplex <td>++</td> <td>Apple iMac Computer</td> <td></td> <td>ym1160pths6</td> <td>32530</td> <td>Broken unable to repair</td>	++	Apple iMac Computer		ym1160pths6	32530	Broken unable to repair
Apple IMac Computer ym1160p9hs6 32527 F Dell Desktop Computer Optiplex 346Pt1 54579 Dell Desktop Computer Optiplex GQ25TF1 54586 Dell Desktop Computer Optiplex 6PY6P11 54578 Dell Desktop Computer Optiplex 9407P11 54578 Dell Desktop Computer Optiplex 7HK4TF1 54571 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 7MYGPS1 54588 Dell Desktop Computer Optiplex 7MYGPS1 54588 Dell Desktop Computer Optiplex 7MYGPS1 54584 Dell Desktop Computer Optiplex 5VK4TF1 54584 Dell Desktop Computer Optiplex 2Y0DSB1 54640 Dell Desktop Computer Optiplex 2Y0DSB1 54574 Dell Desktop Computer Optiplex 5X0MH1 54574 Dell Desktop Computer Optiplex <td>н</td> <td>Apple iMac Computer</td> <td></td> <td>ym1160u1hs6</td> <td>32532</td> <td>Broken unable to repair</td>	н	Apple iMac Computer		ym1160u1hs6	32532	Broken unable to repair
Dell Desktop Computer Optiplex 3tt6Pt1 54579 Dell Desktop Computer Optiplex GQ25TF1 54596 Dell Desktop Computer Optiplex Hg07PJ1 54589 Dell Desktop Computer Optiplex 6PV6PJ1 54578 Dell Desktop Computer Optiplex D907PJ1 54577 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 7HK4TF1 54588 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 7HK4TF1 54584 Dell Desktop Computer Optiplex 7HV4TF1 54584 Dell Desktop Computer Optiplex 5VK4TF1 54584 Dell Desktop Computer Optiplex 2Y0D5B1 54640 Dell Desktop Computer Optiplex 8SCGMJ1 54574 Dell Desktop Computer Optiplex FCK4TF1 54572 Dell Desktop Computer Opti	+4	Apple iMac Computer		ym1160p9hs6	32527	Broken unable to repair
Dell Desktop Computer Optiplex GQ25TF1 54596 Dell Desktop Computer Optiplex HgO7P11 54589 Dell Desktop Computer Optiplex 6PV6P11 54578 Dell Desktop Computer Optiplex 9407P71 54577 Dell Desktop Computer Optiplex 7MK4TF1 54587 Dell Desktop Computer Optiplex 7MK4TF1 54587 Dell Desktop Computer Optiplex 7MYGPS1 54588 Dell Desktop Computer Optiplex 7MYGPS1 54583 Dell Desktop Computer Optiplex 7MYGPS1 54584 Dell Desktop Computer Optiplex 5VK4TF1 54584 Dell Desktop Computer Optiplex 2VOD5B1 54640 Dell Desktop Computer Optiplex 8SCGM11 54614 Dell Desktop Computer Optiplex 8SCGM11 54614 Dell Desktop Computer Optiplex BSCGM11 54614 Dell Desktop Computer Optiplex PCKATF1 54574 Dell Desktop Computer Opti	++	Dell Desktop Computer	Optiplex	3tt6Pt1	54579	Oboslete Item
Dell Desktop Computer Optiplex HgO7P11 54589 Dell Desktop Computer Optiplex 6PV6P11 54578 Dell Desktop Computer Optiplex 9407P71 54577 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 1R33TF9 54576 Dell Desktop Computer Optiplex 7MYGPS1 54583 Dell Desktop Computer Optiplex 7MYGPS1 54584 Dell Desktop Computer Optiplex 5VK4TF1 54584 Dell Desktop Computer Optiplex 2Y0D5B1 54640 Dell Desktop Computer Optiplex 2Y0D5B1 54630 Dell Desktop Computer Optiplex 8SCGM11 54514 Dell Desktop Computer Optiplex BSCGM11 54574 Dell Desktop Computer Optiplex BSCGM11 54574 Dell Desktop Computer Optiplex PCKATF1 54574 Dell Desktop Computer Opti	н	Dell Desktop Computer	Optiplex	GQ25TF1	54596	Oboslete Item
Dell Desktop Computer Optiplex 6PV6PJ1 54578 Dell Desktop Computer Optiplex 9407P71 54577 Dell Desktop Computer Optiplex D907PJ1 54577 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 1R35TF9 54588 Dell Desktop Computer Optiplex 7MYGPS1 54583 Dell Desktop Computer Optiplex 7MYGPS1 54583 Dell Desktop Computer Optiplex 5VK4TF1 54583 Dell Desktop Computer Optiplex 2YODSB1 54640 Dell Desktop Computer Optiplex 2YODSB1 54640 Dell Desktop Computer Optiplex 2YODSB1 54574 Dell Desktop Computer Optiplex BSCGM11 54574 Dell Desktop Computer Optiplex FCK4TF1 54574 Dell Desktop Computer Optiplex 9LLMLT5 54572 Dell Desktop Computer Optiplex 9LLMLT5 54568 Dell Desktop Computer Opti	н	Dell Desktop Computer	Optiplex	Hg07PJ1	54589	Oboslete Item
Dell Desktop Computer Optiplex 9407P71 54577 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 7HK4TF1 54587 Dell Desktop Computer Optiplex 1R35TF9 54576 Dell Desktop Computer Optiplex 7MYGPS1 54633 Dell Desktop Computer Optiplex 7MYGPS1 54584 Dell Desktop Computer Optiplex 5VK4TF1 54584 Dell Desktop Computer Optiplex 5VODSB1 54630 Dell Desktop Computer Optiplex 2YODSB1 54631 Dell Desktop Computer Optiplex 2YODSB1 54631 Dell Desktop Computer Optiplex 6K630P1 54631 Dell Desktop Computer Optiplex 8SCGM11 54634 Dell Desktop Computer Optiplex 8SCGM11 54574 Dell Desktop Computer Optiplex FCK4TF1 54573 Dell Desktop Computer Optiplex 9ULMLTS 54568 Dell Desktop Computer Opti	н	Dell Desktop Computer	Optiplex	6PY6PJ1	54578	Oboslete Item
Dell Desktop Computer Optiplex THK4TF1 54587 Dell Desktop Computer Optiplex THK4TF1 54587 Dell Desktop Computer Optiplex TMYGPS1 54588 Dell Desktop Computer Optiplex TMYGPS1 54633 Dell Desktop Computer Optiplex TMYGPS1 54583 Dell Desktop Computer Optiplex 5VK4TF1 54584 Dell Desktop Computer Optiplex 2VOD581 54631 Dell Desktop Computer Optiplex 2VOD581 54640 Dell Desktop Computer Optiplex SSCGM11 54584 Dell Desktop Computer Optiplex SSCGM11 54574 Dell Desktop Computer Optiplex SSCGM11 54574 Dell Desktop Computer Optiplex PUD5774 54573 Dell Desktop Computer Optiplex PUD5774 54573 Dell Desktop Computer Optiplex PUD5774 54573 Dell Desktop Computer Optiplex PUD5774 54558 Dell Desktop Computer Opti	H	Dell Desktop Computer	Optiplex	9407P71	54577	Oboslete Item
Dell Desktop Computer Optiplex THKATF1 54587 Dell Desktop Computer Optiplex 1R35TF9 54576 Dell Desktop Computer Optiplex 7MYGPS1 54576 Dell Desktop Computer Optiplex 7MYGPS1 54583 Dell Desktop Computer Optiplex 5VK4TF1 54583 Dell Desktop Computer Optiplex 5VK4TF1 54584 Dell Desktop Computer Optiplex 2V0D5B1 54584 Dell Desktop Computer Optiplex 2V0D5B1 54584 Dell Desktop Computer Optiplex 8SCGM11 54584 Dell Desktop Computer Optiplex 8SCGM1 54574 Dell Desktop Computer Optiplex FCK4TF1 54574 Dell Desktop Computer Optiplex 4SCIVM14 54573 Dell Desktop Computer Optiplex 5LMLN15 54573 Dell Desktop Computer Optiplex 4SCIVM14 54573 Dell Desktop Computer Optiplex 4SCIVM14 54573 Dell Desktop Computer Op	н	Dell Desktop Computer	Optiplex	D907PJ1	54571	Oboslete Item
Dell Desktop Computer Optiplex DM25TF1 54588 Dell Desktop Computer Optiplex 1R35TF9 54576 Dell Desktop Computer Optiplex 7MYGPS1 54583 Dell Desktop Computer Optiplex 5VK4TF1 54583 Dell Desktop Computer Optiplex 15MGMJ1 54584 Dell Desktop Computer Optiplex 2Y0D5B1 54640 Dell Desktop Computer Optiplex GK630P1 54640 Dell Desktop Computer Optiplex BSCGMJ1 54574 Dell Desktop Computer Optiplex 8SCGMJ1 54574 Dell Desktop Computer Optiplex FCK4TF1 54573 Dell Desktop Computer Optiplex 9LLMLTS 54573 Dell Desktop Computer Optiplex 4SCIVMJ4 54572 Dell Desktop Computer Optiplex 4SCIVMJ4 54572 Dell Desktop Computer Optiplex 4PFTPC4 54572 Dell Desktop Computer Optiplex 4PFTPC4 54572 Dell Desktop Computer Op	н	Dell Desktop Computer	Optiplex	7HK4TF1	54587	Oboslete Item
Dell Desktop Computer Optiplex TMYGPS1 54576 Dell Desktop Computer Optiplex TMYGPS1 54633 Dell Desktop Computer Optiplex 5VK4TF1 54583 Dell Desktop Computer Optiplex 15MGMJ1 54570 Dell Desktop Computer Optiplex 2Y0D5B1 54640 Dell Desktop Computer Optiplex 6K630P1 54640 Dell Desktop Computer Optiplex 8SCGMJ1 54514 Dell Desktop Computer Optiplex 8SCGMJ1 54574 Dell Desktop Computer Optiplex 8SCGMJ1 54573 Dell Desktop Computer Optiplex 4SCIVMJ4 54573 Dell Desktop Computer Optiplex 9LLMLT5 54573 Dell Desktop Computer Optiplex 4SCIVMJ4 54572 Dell Desktop Computer Optiplex 9LLMLT5 54568 Dell Desktop Computer Optiplex 4SCIVMJ4 54572 Dell Desktop Computer Optiplex 4PGTPC4 54625 Dell Desktop Computer O	н	Dell Desktop Computer	Optiplex	DM25TF1	54588	Oboslete Item
Dell Desktop Computer Optiplex 7MYGPS1 54633 Dell Desktop Computer Optiplex GMZ5TF1 54583 Dell Desktop Computer Optiplex 15MGMJ1 54570 Dell Desktop Computer Optiplex 2Y0D5B1 54640 Dell Desktop Computer Optiplex GK630P1 54640 Dell Desktop Computer Optiplex BSCGMJ1 54514 Dell Desktop Computer Optiplex FCK4TF1 54574 Dell Desktop Computer Optiplex FCK4TF1 54573 Dell Desktop Computer Optiplex 4SCIVMJ4 54572 Dell Desktop Computer Optiplex 9LLMLT5 54568 Dell Desktop Computer Optiplex 4PGTPC4 54625 HP Photosmart Printer C4700 Ch98chflik 272217	H	Dell Desktop Computer	Optiplex	1R35TF9	54576	Oboslete Item
Dell Desktop Computer Optiplex GM25TF1 54583 Dell Desktop Computer Optiplex 5VK4TF1 54570 Dell Desktop Computer Optiplex 2Y0D5B1 54631 Dell Desktop Computer Optiplex GK630P1 54640 Dell Desktop Computer Optiplex BSCGM1 54614 Dell Desktop Computer Optiplex FCK4TF1 54574 Dell Desktop Computer Optiplex FCK4TF1 54573 Dell Desktop Computer Optiplex 4SCIVM14 54572 Dell Desktop Computer Optiplex 4SCIVM14 54572 Dell Desktop Computer Optiplex 4SGIVM14 54572 Dell Desktop Computer Optiplex 4P6TPC4 54625 HP Photosmart Printer C4700 ch98chfikl 57217	1	Dell Desktop Computer	Optiplex	7MYGPS1	54633	Oboslete Item
Dell Desktop Computer Optiplex 5VK4TF1 54570 Dell Desktop Computer Optiplex 2Y0D5B1 54584 Dell Desktop Computer Optiplex GK630P1 54631 Dell Desktop Computer Optiplex BSCGMJ1 54581 Dell Desktop Computer Optiplex BSCGMJ1 54574 Dell Desktop Computer Optiplex FCK4TF1 54573 Dell Desktop Computer Optiplex 4SCIVMJ4 54573 Dell Desktop Computer Optiplex 9LLMLT5 54568 HP Photosmart Printer C4700 ch98chfikl 27217	T	Dell Desktop Computer	Optiplex	GM25TF1	54583	Oboslete Item
Dell Desktop Computer Optiplex 15MGMJ1 54584 Dell Desktop Computer Optiplex 2Y0D5B1 54631 Dell Desktop Computer Optiplex GK630P1 54640 Dell Desktop Computer Optiplex 8SCGMJ1 54614 Dell Desktop Computer Optiplex FCK4TF1 54574 Dell Desktop Computer Optiplex 4SCIVMJ4 54573 Dell Desktop Computer Optiplex 9LLMLT5 54573 Dell Desktop Computer Optiplex 9LLMLT5 54568 Dell Desktop Computer Optiplex 4PGTPC4 54625 Dell Desktop Computer Optiplex 4PGTPC4 54625 HP Photosmart Printer C4700 ch98chflkl 57217	1	Dell Desktop Computer	Optiplex	5VK4TF1	54570	Oboslete Item
Dell Desktop Computer Optiplex 2YOD5B1 54631 Dell Desktop Computer Optiplex GK630P1 54640 Dell Desktop Computer Optiplex 8SCGMJ1 54614 Dell Desktop Computer Optiplex FCK4TF1 54574 Dell Desktop Computer Optiplex 4SCIVMJ4 54573 Dell Desktop Computer Optiplex 9LLMLT5 54568 Dell Desktop Computer Optiplex 4PGTPC4 54625 Dell Desktop Computer Optiplex 4PGTPC4 54625 HP Photosmart Printer C4700 ch98chfikl 57217	1	Dell Desktop Computer	Optiplex	15MGMJ1	54584	Oboslete Item
Dell Desktop Computer Optiplex GK630P1 54640 Dell Desktop Computer Optiplex 8SCGMJ1 54581 Dell Desktop Computer Optiplex DVD5TF4 54574 Dell Desktop Computer Optiplex FCK4TF1 54573 Dell Desktop Computer Optiplex 4SCIVMJ4 54572 Dell Desktop Computer Optiplex 9LLMLT5 54568 Dell Desktop Computer Optiplex 4P6TPC4 54625 HP Photosmart Printer C4700 ch98chfikl 57217		Dell Desktop Computer	Optiplex	2Y0D5B1	54631	Oboslete Item
Dell Desktop Computer Optiplex BSCGMJ1 54581 Dell Desktop Computer Optiplex BSCGMJ1 54614 Dell Desktop Computer Optiplex FCK4TF1 54574 Dell Desktop Computer Optiplex 4SCIVMJ4 54573 Dell Desktop Computer Optiplex 9LLMLT5 54568 Dell Desktop Computer Optiplex 4P6TPC4 54625 HP Photosmart Printer C4700 ch98chfikl 54625	1	Dell Desktop Computer	Optiplex	GK630P1	54640	Oboslete Item
Dell Desktop Computer Optiplex 8SCGMJ1 54614 Dell Desktop Computer Optiplex FCK4TF1 54574 Dell Desktop Computer Optiplex 4SCIVMJ4 54573 Dell Desktop Computer Optiplex 9LLMLTS 54568 Dell Desktop Computer Optiplex 4P6TPC4 54568 HP Photosmart Printer C4700 ch98chfikl 54625 HP Printer CA700 ch98chfikl 27217	#	Dell Desktop Computer	Optiplex	D507P11	54581	Oboslete Item
Dell Desktop Computer Optiplex FCK4TF1 54574 Dell Desktop Computer Optiplex 4SCIVMJ4 54572 Dell Desktop Computer Optiplex 9LLMLT5 54568 Dell Desktop Computer Optiplex 4P6TPC4 54625 HP Photosmart Printer C4700 ch98chfikl 27217	1	Dell Desktop Computer	Optiplex	8SCGMJ1	54614	Oboslete Item
Dell Desktop Computer Optiplex FCK4TF1 54573 Dell Desktop Computer Optiplex 4SCIVMJ4 54572 Dell Desktop Computer Optiplex 9LLMLT5 54568 Dell Desktop Computer Optiplex 4P6TPC4 54625 HP Photosmart Printer C4700 ch98chfikl 27217	н	Dell Desktop Computer	Optiplex	DVD5TF4	54574	Oboslete Item
Dell Desktop Computer Optiplex 4SCIVMJ4 54572 Dell Desktop Computer Optiplex 9LLMLT5 54568 Dell Desktop Computer Optiplex 4P6TPC4 54625 HP Photosmart Printer C4700 ch98chfikl 27217	1	Dell Desktop Computer	Optiplex	FCK4TF1	54573	Oboslete Item
Dell Desktop ComputerOptiplex9LLMLTS54568Dell Desktop ComputerOptiplex4P6TPC454625HP Photosmart PrinterC4700ch98chflklHP Printer27217	T	Dell Desktop Computer	Optiplex	4SCIVMJ4	54572	Oboslete Item
Dell Desktop ComputerOptiplex4P6TPC454625HP Photosmart PrinterC4700ch98chflklHP Printer27217	1	Dell Desktop Computer	Optiplex	9LLMLT5	54568	Oboslete Item
HP Photosmart Printer C4700 ch98chflkl 27217 HP Printer	н	Dell Desktop Computer	Optiplex	4P6TPC4	54625	Oboslete Item
HP Printer 27217	1	HP Photosmart Printer	C4700	ch98chflkl		Broken unable to repair
	+	HP Printer			27217	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	AVER Doc Cam	F15 .	E30E881305359	39657	Broken unable to repair
1	Dell Tablet		286008609255	54581	Broken unable to repair
1	Dell Tower	,	8332887997	964176	Broken unable to repair
1	HP Printer		CNGKB03664		Broken unable to repair
1	Apple iMac Computer		W8947158B95	30264	Broken unable to repair
1	HP Printer		CNB666S904	900641	Broken unable to repair
1	HP Printer	CF399A	PHGFC42412	9646884	Broken unable to repair
1	Dell Monitor		cn-0mm2z6-737s17bc		Broken unable to repair
1	Acer Monitor		50603951142		Broken unable to repair
1	Rapidprint Time Clock	ARC-E	266094		Broken unable to repair
1	Rapidprint Time Clock	ARC-E	420068		Broken unable to repair
1	Samlex America Radio	SEC1212	0051-2GD5-00160		Broken unable to repair
1	Paper Folder		61541	27849	Broken unable to repair
1	HP Scanjet Scanner	n6310		900286	Broken unable to repair
1	HP Laserjet Printer	p1102w		900581	Broken unable to repair
1	Apple iMac Computer			27678	Broken unable to repair
1	Dell Desktop Computer			54572	Broken unable to repair
	Apple Laptops			20731	Broken unable to repair
	Apple Laptops			21275	Broken unable to repair
+	Apple Laptops		•	24533	Broken unable to repair
-	Apple Laptops			26790	Broken unable to repair
1	HP Photosmart Printer	7960	CN39F3207B		Broken unable to repair
+1	Epson Stylus Printer	740	A6R1A28499	•	Broken unable to repair
H	Sharp Boom Box		WQ-CD6640765530		Broken unable to repair
-	Apple Computer	5260/120	TY707LQ8ZZ	10514	Broken unable to repair
	RCA Video Camera	CC412	313530726		Broken unable to repair
	Apple iMac Computer	63		17390	Broken unable to repair
1	Bretford Cart		031-9994	48737	Oboslete Item
1	Bretford Cart			42505	Oboslete Item
	Bretford Cart			55222	Oboslete Item
1	Bretford 125 VAC 12A		018-0300	25737	Broken unable to repair
1	Bretford Power Sync Cart		031-10206	48737	Oboslete Item
1	Bretford Power Sync Cart		031-8346	34827	Oboslete Item

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT#	Reason for Disposal
1	Apple iMac Computer		YM0340dzdwy	31929	Broken unable to repair
	Apple iMac Computer		ym0330twdwy	31917	Broken unable to repair
1	Apple iMac Computer		D25H90C2DHJF	32977	Broken unable to repair
П	Apple iPod			901177	Broken unable to repair
1	Apple iPod			901191	Broken unable to repair
1	Apple iPod			901172	Broken unable to repair
1	Apple iPod			901176	Broken unable to repair
1	Apple iPod			901165	Broken unable to repair
1	Apple iPod			900542	Broken unable to repair
1	Apple iPod			900525	Broken unable to repair
Ŧ	Apple iPod			901170	Broken unable to repair
1	Apple iPod			901192	Broken unable to repair
1	Apple iPod			901168	Broken unable to repair
H	Apple iPod			901175	Broken unable to repair
1	Apple iPod			901219	Broken unable to repair
1	Apple iPod			900517	Broken unable to repair
H	Apple iPod			901190	Broken unable to repair
1	Apple iPod			901169	Broken unable to repair
H	Apple iPod			901174	Broken unable to repair
+	Apple Computer Monitor		syn02502tdwy	31580	Broken unable to repair
₽	Apple Computer Monitor			31575	Broken unable to repair
+1	Bretford IPod Charging Cart			42495	Oboslete Item
1	Bretford iPod Charging Cart			39984	Oboslete Item
7	Bretford iPod Charging Cart			55283	Oboslete Item
1	Bretford iPod Charging Cart		•	39985	Oboslete Item
H	Bretford IPod Charging Cart			42508	Oboslete Item
	Bretford iPod Charging Cart			55250	Oboslete Item
1	Bretford iPod Charging Cart			55252	Oboslete Item
-	Bretdford Chromebook Cart			41107	Oboslete Item
1	Bretford iPod Charging Cart			56878	Oboslete Item
1	HP Laser jet Printer		CNFB485458		Broken unable to repair
1	Apple iMac Computer			29590	Broken unable to repair
1	Apple iMac Computer			27532	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT#	Reason for Disposal
1	Bretford iPad Charging Cart		201608192997	55196	Oboslete Item
-	Bretford iPad Charging Cart			39991	Oboslete Item
-	Phillips TV		79216742		Broken unable to repair
++	Phillips TV		FBFIA0733200804		Broken unable to repair
н	Phillips TV		BFIA0733200647		Broken unable to repair
+	Phillips TV		BFIA0733200780		Broken unable to repair
	Phillips TV		BFIA0733200932		Broken unable to repair
+	RCA TV		746516271		Broken unable to repair
+	Panasonic TV			14790	Broken unable to repair
1	GE TV		9103626059 .		Broken unable to repair
+	Sharp TV			2597	Broken unable to repair
	Sanyo TV		V2200475006566		Broken unable to repair
1	GE TV			296894	Broken unable to repair
1	QuasarTV		LR46534		Broken unable to repair
	GE TV			9024122	Broken unable to repair
H	Panasonic TV			14807	Broken unable to repair
۲,	Panasonic TV			14786	Broken unable to repair
H	Panasonic TV			14782	Broken unable to repair
1	Panasonic TV			14879	Broken unable to repair
1	Panasonic TV			14882	Broken unable to repair
H	Panasonic TV			14803	Broken unable to repair
1	Panasonic TV			14884	Broken unable to repair
1	JVCTV		13037367		Broken unable to repair
-	JVCTV		13022050		Broken unable to repair
н	Panasonic TV			13275	Broken unable to repair
н	Mitsubishi TV			11860	Broken unable to repair
1	Sharp TV		614340		Broken unable to repair
1	RCA TV			11492	Broken unable to repair
T	Panasonic TV			14745	Broken unable to repair
H	Panasonic TV			14759	Broken unable to repair
4	Spindle Speed RPM			546	Broken unable to repair
1	Scantron Machine			56766	Broken unable to repair
1	Automatic Paper Folder			27849	Broken unable to repair

DISCRIPTION	MODEL	SERIAL#	DISTRICT#	Reason for Disposal
Gateway Laptop		BY7W3420090	21206	Broken unable to repair
Electric Whiteboard			24641	Broken unable to repair
Electric Whiteboard			54548	Broken unable to repair
Panasonic DVD		GOGA11310		Broken unable to repair
HP Computer		Q1662-60001		Broken unable to repair
Sony DVD Player		7452316		Broken unable to repair
Sony DVD Player		STV-N750		Broken unable to repair
Dell Computer		16141185500572	38740	Broken unable to repair
Dell Computer		00144-471-098-945		Broken unable to repair
Dell Computer		1106566321	32881	Broken unable to repair
Bunn Coffee Maker	UP-17-3	UP17106169		Broken unable to repair
Panasonic 27" TV	CT27D308	1001931038		Broken unable to repair
Panasonic 27" TV	CT27D334	LC82400012		Broken unable to repair
Panasonic 27" TV	CT2785VY	MC70240188		Broken unable to repair
Panasonic 27" TV	CT27D308	LC01391111		Broken unable to repair
Toshiba 27" TV	27DA6	BAB615078009C		Broken unable to repair
Panasonic VCR	PV-V46245	D41426500		Broken unable to repair
Panasonic VCR	PV-V4-612	A21A73590		Broken unable to repair
Panasonic VCR	PV-D47455	H61A43340R		Broken unable to repair
Apple Computer		sym036235duv	32120	Broken unable to repair
Apple Computer	,	sym026270duy	32122	Broken unable to repair
Apple Computer			30026	Broken unable to repair
Apple Computer			30031	Broken unable to repair
Apple Computer			30032	Broken unable to repair
Apple Computer			32098	Broken unable to repair
Bretford power cart for ipads	HB716LL/A		32036	Oboslete Item
Bretford power cart for ipads			55197	Oboslete Item
Anthro Cart for Tablets			41909	Oboslete Item
iMac Computer			35069	Broken unable to repair
iMac Computer			42102	Broken unable to repair
Mac Computer			42103	Broken unable to repair
iMac Computer			41323	Broken unable to repair
iMac Computer			35074	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT#	Reason for Disposal
1	iMac Computer			35073	Broken unable to repair
1	iMac Computer			35071	Broken unable to repair
##	iMac Computer			35070	Broken unable to repair
1	iMac Computer			36432	Broken unable to repair
1	iMac Computer			36526	Broken unable to repair
#	Anthro Rolling Cart	YESTAB		41943	Broken unable to repair
1	Anthro Rolling Cart	YESTAB		41944	Broken unable to repair
1	iMac Computer			26023	Broken unable to repair
f	Gateway Laptop			27576	Broken unable to repair
1	Apple Computer		sym0310wkdwy	32107	Broken unable to repair
1	Apple Computer		sym0350dwdwy	31941	Broken unable to repair
1	Apple Computer			29963	Broken unable to repair
1	Apple Computer			30027	Broken unable to repair
1	Apple Computer		sym0362nwdwy	32118	Broken unable to repair
1	Apple Computer		sym0310usduy	32116	Broken unable to repair
1	Apple Computer		syn0362d9dwy	32112	Broken unable to repair
1	Dell Laptop		94t9tp1	32296	Broken unable to repair
1	Apple Laser Writer	16/600ps	NV70808P39M	1116	Broken unable to repair
1	HP Office Jet Printer	6500a	1102604401		

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
23	File Cabinets				Broken unable to repair
æ	Book Cases				Broken unable to repair
121	Student Desks				Broken unable to repair
18	Books Shelves				Broken unable to repair
211	Student Chair				Broken unable to repair
1	Metal Cabinet				Broken unable to repair
1	Sliding Door Book Unit				Broken unable to repair
1	Table				Broken unable to repair
1	Montegue Double Stack Convectin Oven	2115A5	G10491544	54841	Broken unable to repair
1	Montegue Double Stack Convectin Oven	2115A5	610491546	54840	Broken unable to repair
1	Toast Master Bun Warmer		15896	22250	Broken unable to repair
1	Light Gray Computer Desk				Broken unable to repair
1	6 ft Gray Shelf				Broken unable to repair
T	Tall Beige Cabinet				Broken unable to repair
1	Beige Bookcase				Broken unable to repair
2	Teacher desk				Broken unable to repair
1	Lab Desk				Broken unable to repair
1	Blue & Gray Storage Cart				Broken unable to repair
+-1	Brown Filing Cabinet				Broken unable to repair
1	Sanyo Small Refrigerator		1209466	16264	Broken unable to repair
1	True 7up Beverage Cooler	GDM-12	1-4564579		Broken unable to repair
24	Single Student desks				Broken unable to repair
#	Blue Couch				Broken unable to repair
9	Picnic Benches				Broken unable to repair
2	Aluminum Bench Seats				Broken unable to repair
2	Grey/Beige File Cabinets				Broken unable to repair
33	Computer Tables				Broken unable to repair
2	Student Tables				Broken unable to repair
7	Rolling Tables				Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT#	Reason for Disposal
4	Teacher Desks				Broken unable to repair
8	Wooden Teacher Chairs				Broken unable to repair
25	2-drawer file cabinet				Broken unable to repair
9	4 drawer Metal teacher desk				Broken unable to repair
1	2 drawer metal teacher desk				Broken unable to repair
1	2-door metal cabinet				Broken unable to repair
1	Infant Changing Table				Broken unable to repair
-	Small Conference Table				Broken unable to repair
က	Single Computer Desks				Broken unable to repair
-	Single door Arctic Air	R22CWF5	WA9250014	56182	Broken unable to repair
	Refrigerator				
1	3 door True Refrigerator	T-72	7070164	56177	Broken unable to repair
٦.	Single door Crescor Refrigerator	R1711826B	JJJ-385416	22665	Broken unable to repair
	GA Systems Milk Cooler	S	1509	12099	Broken unable to repair
7	Wooden large rolling cart				Broken unable to repair
1	White folding table				Broken unable to repair
7	Teacher chair				Broken unable to repair
4	Metal Rolling Carts				Broken unable to repair
2	Round Tables				Broken unable to repair
48	Chairs				Broken unable to repair
2	Black TV Carts				Broken unable to repair
9	Beige & Gray tables				Broken unable to repair

I. CERTIFICATED

A. Employments

Employee	Assignment	Salary Rate	Service Begins
Flores, Thomas	TOSA – Dean Sussman Temporary	\$70,942	9/03/19- 6/01/20
Kim, Jennifer	Teacher Sussman Temporary	\$62,387	8/27/19- 12/20/19
Medina, Ryan	Teacher 80% Warren Temporary	\$61,950	8/15/19- 6/01/20
Mullins, Elisabeth	Teacher Imperial Temporary	\$61,950	8/30/19- 6/01/20
Resner, Jordan	Teacher Rio Hondo Temporary	\$61,950	8/30/19- 6/01/20

B. Employments (Temporary)

2019 STRENGTHS ACADEMY CONFERENCE - Griffiths, \$269.49 Per Day, 6/04/19-8/09/19

Mc Dermott, Karen Nicassio, Katherine

1ST GRADE PLANNING DAY - Williams, \$150.00 Per Day, 6/04/19-8/09/19

Bright, Lisa Newman, Amy Rapoza, Holly Saenz, Ana Thompkins, Heather Toriz, Rubina Vaters, Jaclyn

I. CERTIFICATED

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

2ND GRADE PLANNING DAY - Williams, \$150.00 Per Day, 6/04/19-8/09/19

Breit, Susan
Canlas, Sheila
Cid, Lindsay
Covarrubias, Anthony
Dykes, Cynthia
Stapp, Barbara
Wilson, Kathryn

3RD GRADE PLANNING DAY - Williams, \$150.00 Per Day, 6/04/19-8/09/19

Nambo, Lisa Russell Hernandez, Nicole Sanders, Debora Valladares, Jazmin

ADDITIONAL DAYS - District, \$582.76 Per Diem, 8/01/19-8/11/19

Wright, Julia

ADMIN PLANNING - Warren, \$36.65 Per Hour, 6/04/19-8/09/19

Mojarro, Jenny Schiavo, Mark

ASSISTING TK TEACHERS - Carpenter, \$150.00 Per Day, 6/04/19-8/09/19

Huls, Mindy

ATTEND BACK TO SCHOOL MEETING - Price, \$150.00 Per Day, 6/04/19-8/09/19

Izumo, Polly

AVID SUMMER INSTITUTE - District, \$269.49 Per Day, 6/04/19-8/09/19

Gallagher, Sophie Gomez, Erica

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

AVID SUMMER PLANNING - District, \$150.00 Per Day, 6/04/19-8/09/19

Espina, Marlon

CABE SUMMER SPANISH DUAL LANGUAGE IMMERSION INSTITUTE - District, \$269.49 Per Day, 6/04/19-8/09/19

Amaya, Yvonne

Carrere, Yvette

Carrillo, Monica

Gallardo, Ericka

Garcia, Nadia

Gomez, Susan

Kim, Carrie

Martinez, Glenda

Ventura, Noelia

CARNIVAL OF CHAMPIONS - \$1,360.00 Per Year, 2019-20 School Year

Lewis

Coronel, Evelyn 25%
Martinez, Tracy 25%
Monge, Vanessa 25%
Mullen, Eileen 25%

<u>Unsworth</u>

Halbmaier, Michelle

COMBO CLASS STIPEND - \$7,500.00 Per Year, 2019-20 School Year

Alameda

Gilbert-Kaho, Patricia

Unsworth

Halbmaier, Michelle

Smith, Karen

8/12/19-8/30/19

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

CO-TEACHING PLANNING - Warren, \$36.65 Per Hour, 6/04/19-8/09/19

Benaderet, Marlayna Dou, Sophia Kirby, Alison Lamoureux, Marini Sinsombutcharoen, Nina Villa, Cassandra

CTE EXTRA DUTY - District, \$36.65 Per Hour, 2019-20 School Year

Benedic, Angelica
Herrera, Christopher
Ibarra-Alvarez, Clotilde
Kendall, Kevin
Linares, Trinidad
Murray, Daniel
Storey, Danielle
Strain, Allison
Vadgama, Frida
Zegarra, Johnny

CTE SUBSTITUTE TEACHER - District, \$45.78 Per Hour, 2019-20 School Year

Borja, Fernando

CTE SUMMER WORK - District, \$150.00 Per Day, 6/04/19-8/09/19

Nelson, Jared

CTE TEACHER - District, \$49.72 Per Hour, 2019-20 School Year

Benedic, Angelica Herrera, Christopher Ibarra-Alvarez, Clotilde Kendall, Kevin Linares, Trinidad

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

CTE TEACHER - District, \$49.72 Per Hour, 2019-20 School Year (cont.)

Murray, Daniel Storey, Danielle Strain, Allison Vadgama, Frida Zegarra, Johnny

CTE TEACHER SUB COVERAGE - District, \$49.72 Per Hour, 2019-20 School Year

Benedic, Angelica
Herrera, Christopher
Ibarra-Alvarez, Clotilde
Kendall, Kevin
Linares, Trinidad
Murray, Daniel
Nelson, Jared
Storey, Danielle
Strain, Allison
Vadgama, Frida
Zegarra, Johnny

DEAN OF STUDENTS ADDITIONAL HOURS - \$36.65 Per Hour, 2019-20 School Year

Griffiths

Wharton, William

Stauffer

Koenig, Todd

Downey

Alvarez, Jesus Fowler, Golden

B. Employments (Temporary) (cont.)

1

			Service	
Employee	Assignment	Salary Rate	Begins	

<u>DETENTION</u> – Warren, \$36.65 Per Hour, 2019-20 School Year

Duncan, Timothy Lopez, Karla Merchant, Abida Miranda, Daniel Nguyen, Lamvinh Robinson, Timothy Rodriguez, Eduardo Valladares, Jaime Yoo, Tai

EL COORDINATOR ADDITIONAL HOURS - \$36.65 Per Hour, 2019-20 School Year

<u>Doty</u> Hauben, Kelly Molletti-Bovey, Virginia

Stauffer Diulio, Judy

<u>EL PAPERWORK ADDITIONAL HOURS</u> – District, \$36.65 Per Hour, 2019-20 School Year

Casillas, Rosa

<u>ELEMENTARY CATEGORICAL RESOURCE TEACHER STIPEND</u> – District, \$2,500.00 Per Year, 2019-20 School Year

Balster, Lisa
Brossmer, Esther
Galan-Zeisel, Rosa
Griffin, Andrea
Guerrero, Annabel
Kim, Christine
Lopez, Carrie
Ortega, Julia
Reeves, Isela
Ruesga, Alexandra

B. Employments (Temporary) (cont.)

		Service
Employee Assignm	ent Salary Rate	Begins

<u>ELEMENTARY CATEGORICAL RESOURCE TEACHER STIPEND</u> – District, \$2,500.00 Per Year, 2019-20 School Year (cont.)

Rush, Samantha Stanley, Barak Zarate, Linda

ELEMENTARY CHOIR STIPEND - Lewis, \$425.00 Per Year, 2019-20 School Year

Mayer, Lucia

<u>ELEMENTARY PE ASSISTANT INTERVIEWS</u> – District, \$150.00 Per Day, 6/04/19-8/09/19

Flores, James Johnson, Amber

ESY ORTHOPEDIC IMPAIRMENT - District, \$80.00 Per Hour, 6/04/19-8/09/19

Jones, Cynthia

EXTRA DUTY - 2019-20 School Year

Downey		
Karzen, Micah	Football Sports Official ASB	\$75.00 Per Day
Karzen, Micah	Girls Basketball Assist. Coach ASB	\$450.00 Per Month
Gazerro, Brian	Football Sports Official ASB	\$75.00 Per Day
Gonzalez, Jesus	Football Sports Official ASB	\$75.00 Per Day
Shelton, Larry	Football Sports Official ASB	\$75.00 Per Day
Warren		
Austin, Terrence	ASB Event Assistance	\$75.00 Per Day
Cornell, Jonathan	ASB Event Assistance	\$75.00 Per Day
Fuenmayor, Gustavo	ASB Event Assistance	\$75.00 Per Day

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins			
EXTRA DUTY - 2019-20	EXTRA DUTY - 2019-20 School Year (cont.)					
Warren (cont.)						
Latham, Daniel	ASB Event Assistance	\$75.00 Per Day				
Lo Coco, Bartolo	ASB Event Assistance	\$75.00 Per Day				
Mistrik, Lisa	ASB Event Assistance	\$75.00 Per Day				
Muller, Justin	ASB Event Assistance	\$75.00 Per Day				
Pardo, Jacklin	ASB Event Assistance	\$75.00 Per Day				
Peck, Amanda	ASB Event Assistance	\$75.00 Per Day				
Petersen, Robert	ASB Event Assistance	\$75.00 Per Day				
Robinson, Timothy	ASB Event Assistance	\$75.00 Per Day				
Rodriguez, Eduardo	ASB Event Assistance	\$75.00 Per Day				
Salazar, Jairo	ASB Event Assistance	\$75.00 Per Day				
Salazar, Luis	ASB Event Assistance	\$75.00 Per Day				
Simons, Bradley	ASB Event Assistance	\$75.00 Per Day				
Singh, Daniel	ASB Event Assistance	\$75.00 Per Day				
Tendler, Joey	ASB Event Assistance	\$75.00 Per Day				
Trejo, Gabriel	ASB Event Assistance	\$75.00 Per Day				
Trejo, Raymond	ASB Event Assistance	\$75.00 Per Day				
Venegas, Alejandro	ASB Event Assistance	\$75.00 Per Day				
EXTRA DUTY HOURS -	Griffiths, \$36.65 Per Hour,	6/04/19-8/09/19				
Wharton, William						
GLAD PROGRAM PLAN School Year	NING, ASSESSMENTS, IN	ITERVIEWS - Distric	ct, 2019-20			
Darrara Chirley		\$515.60 Per Diem				
Barrera, Shirley Martinez, Glenda		\$519.06 Per Diem				
Reeves, Isela		\$608.57 Per Diem				
Reeves, isela		φυνο.στι ei Diein				
GIRLS ON FIRE PROGE	RAM - District, 6/04/19-8/09	/19				
Guerrero, Katherine		\$543.39 Per Diem	l			
Thompson, Kathi		\$636,80 Per Diem				
Fuentes, Patricia		\$582,76 Per Diem				
Kling, Patricia		\$596.77 Per Diem				
Loyarte, Joanna		\$611.23 Per Diem				
		,				

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

GRADE LEVEL LEAD PLANNING - Rio Hondo, \$36.65 Per Hour, 6/04/19-8/09/19

Artim, Kristin Cho, Gina Fenrich, Colleen Ferrin, Denise Garces, Jeanette Guardado, Lorena Hultner, Kathleen Lorberter, Rosanna Melara, Rafael Mendenhall, Danielle Paredes, Alondra Park, Kaitlyn Reeves, Sherome Rivera, Macrina Ulaner, Max Waymack, Rebecca

<u>HIGH SCHOOL AVID COORDINATOR</u> - District, \$4,195.00 Per Year, 2019-20 School Year

Evensen, Sarah Charlotte Fisher, Stephanie Harris, Andrea Macomber, Andra Manzanares, Marvin

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins
			

<u>HOME INSTRUCTION</u> – District, \$36.65 Per Hour, 2019-20 School Year

Diulio, Judy
Gallegos, Louie
Gunsaulus, Hilary
Krimbow, Danielle
La Fortune-Webster, Darla
McConnell, Deanna
Phillips, Larissa
Rojas, Daniel
Rooney, Maricella
Saad, Amany
Tunberg, Alicia

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IEP ADMIN DESIGNEE - \$57.23 Per Hour, 2019-20 School Year

Lewis

Eichen, Deena Marquez, Irene Martinez, Rosio Martinez, Tracy Winters, Callie Zuniga, Julie

Price

Cafferty, Joan
Flores, Jennifer
Gonzales, Stefan
Grant, Lindsay
Guerrero, Annabel
Jara, Jennifer
Keele, Shelly
Mazzochi, Irene
Otero, Kara

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

IEP ADMIN DESIGNEE - \$57.23 Per Hour, 2019-20 School Year (cont.)

Rio San Gabriel

Alvarez, Emilie Buchanan, Patricia Cox-Nichols, Trisha Dekker, Jenise Hoetker, Deborah Israwi, Diana Lee, Lindsay

Unsworth

Fuenmayor, Veronica Gabagat, Wendy Roddy, Jill Stanley, Barak Wood, Denise

Williams

Caro, Vanessa
Colangelo, Kimberly
De Shazer, Melissa
Durkee, Alison
Newman, Amy
Newman, Barb
Rush, Samantha
Russell Hernandez, Nicole

ILT SUMMER PLANNING DAY - \$36.65 Per Hour, 6/04/19-8/09/19

Lewis\$150.00 Per DayFisher, Susan\$150.00 Per DayGraves, Todd\$150.00 Per DayLa Commare-Epp, Heidi\$150.00 Per DayMc Collough, Cheryl\$150.00 Per DayMinton, Tara\$150.00 Per DayMullen, Eileen\$150.00 Per Day

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	
<u> </u>				Ξ

<u>ILT SUMMER PLANNING DAY</u> - \$36.65 Per Hour, 6/04/19-8/09/19 (cont.)

Unsworth

Fuenmayor, Veronica

Williams

Caro, Vanessa

Carter, Carol

Estrada, Lilly

Newman, Amy

Rush, Samantha

Russell Hernandez, Nicole

Wilson, Kathryn

INDEPENDENT STUDY TEACHER - District, \$36.65 Per Hour, 2019-20 School Year

Chitwood, Ryan

De Shazer, Melissa

Doherty, Deidra

Elsasser, Gregory

Ferera, Gretchen

Hecker, Robert

Heyden, Kelly

Jeong, Esther

Krimbow, Danielle

La Fortune-Webster, Darla

Lozano, Charles

Lundsberg, Megan

Maples, Sara

Marshall, Scott

McConnell, Deanna

Murakawa, Mindy

Pardo, Jakilin

Quimby, Jason

Sary, Maureen

Seehusen, Sara

Silagy-Morris, Lynn

Simpson, Matthew

Sirvi, Margaret

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

<u>INDEPENDENT STUDY TEACHER</u> – District, \$36.65 Per Hour, 2019-20 School Year (cont.)

Sun, Charlene Swander, William Tunberg, Alicia Vance, Diana Williams, Jack

INTERVENTIONIST - \$150.00 Per Day, 2019-20 School Year

Alameda

Zubiate, Mariaelena

Carpenter Parga, Amelia

Gauldin De Millo, Lydia Ylauan, Gregory

Old River Arguelles, Melissa Berbower, Stephanie

Rio San Gabriel Alpuche, Ray Dees, Natalie Gonzalez, Gina

Unsworth
Hernandez, Jessica
Lovick, Melissa
Munson, Danielle

Williams Romero, Alexandra Russell, Sara

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

INTERVENTIONIST - \$150.00 Per Day, 2019-20 School Year (cont.)

Dotv

Benner, Garrett Munoz, Maria

Stauffer

Dodge, Jordan

Downey

Calata, Sharon

Columbus

Cendejas, Alberto Katusha, James

INTERVENTIONIST PREPPING & PLANNING - Columbus, \$150.00 Per Day, 6/04/19-8/09/19

Hill, Barbara

INTRO TO COGNITIVELY GUIDED INSTRUCTION - District, \$269.49 Per Day, 6/04/19-8/09/19

Amaya, Yvonne

Barrera, Shirley

Carrere, Yvette

Carrillo, Monica

Gallardo, Ericka

Garcia, Nadia

Gomez, Susan

Martinez, Glenda

Ventura, Noelia

LEAD SLP STIPEND - District, \$1,610.00 Per Year, 2019-20 School Year

Zuniga, Julie

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

<u>LEADERSHIP MEETING</u> – Price, \$36.65 Per Hour, 6/04/19-8/09/19

Berk, Kristy
Buccola-Webber, Jacqueline
Dillon, Karen
Greilach, Robin
Guerrero, Annabel
Hunter, Kendra
Jara, Jennifer
Jones, Eugene
Maxwell, Lance

LIBRARY EXTENDED HOURS - \$36.65 Per Hour, 2019-20 School Year

<u>Griffiths</u>

Bliss, Jennifer

Stauffer

Desalernos, Julia

Downey

Ortiz, Martha

LINKCREW PLANNING - Warren, \$150.00 Per Day, 6/04/19-8/09/19

Lopez, Karla Miranda, Daniel Pardo, Jakilin Sandoval, Elizabeth Trejo, Gabriel

MARIACHI CONFERENCE - Downey, \$269.49 Per Day, 6/04/19-8/09/19

Guerrero, Raul

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

MATH ACADEMY - District, \$269.49 Per Day, 6/04/19-8/09/19

Cabrera, Concha Donahue, Matthew Hamano, Jacqueline Johnson, Nanette Liakopoulos, Dimitra Maples, Sara Partnoff, Steven Santos, Alejandro

MIDDLE SCHOOL ATHLETIC DIRECTOR - District, \$5,607.00 Per Year, 2019-20 School Year

Becker, Robert J.

MIDDLE SCHOOL AVID COORDINATOR - District, \$2,797.00 Per Year, 2019-20 School Year

Bhakta, Bageshree Black, Katie Cohen, Kristofer Dayhoff, Laurie Espeseth, Cindy Espina, Marlon Karout, Sarah Malick-Perez, Tracy

<u>NEW TEACHER AFTER SCHOOL TRAINING</u> – District, \$36.65 Per Hour, 2019-20 School Year

Alvarado, Angelica Amaya, Yvonne Ananias, Deborah Ball, Lisa Bassett, Kristian Carrere, Yvette Chavez, Vicky

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins_
Employee	<u> </u>		

NEW TEACHER AFTER SCHOOL TRAINING - District, \$36.65 Per Hour, 2019-20 School Year (cont.)

Clarke, Jenice

Escobar, Ernesto

Ewart, Emily

Garefis, Georgia

Gomez, Julio

Gomez, Susan

Hanein, Jessica

Heyden, Kelley

Ingram, Alicia

Jensen, Danicka

Johnson, Bethany

Kang, Diana

Lord, Melissa

Malburg, Nicole

Marougas, Athanasia

Martinez, Stephanie

Meniivar-Guillen, Maria

Minahan, Melissa

Monge, Vanessa

Morales, Jessica

Moran, Crystal

Neimann, Natalie

Petersen, Peggy

NEW TEACHER SUMMER TRAINING - District, \$269.49 Per Day, 6/04/19-8/09/19

Alvarado, Angelica Amaya, Yvonne Ananias, Debbie

Ardis, Madera

Ball, Lisa

Barrera, Shirley

Bassett, Kristian

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
NEW TEACHER SUM (cont.)	IMER TRAINING – Distric	t, \$269.49 Per Day, 6/0	4/19-8/09/19

Berbower, Stephanie

Cabrera, Deann

Carrere, Yvette

Carrillo, Monica

Chavez, Vicky

Clarke, Jenice

Cuellar, Veronica

Escobar, Ernesto

Ewart, Emily

Gallardo, Ericka

Garcia. Nadia

Garefis, Georgia

Gomez, Julio

Gomez, Susan

Gonzalez, Gabriel

Gonzalez, Sureya

Hanein, Jessica

Heyden, Kelley

Hogan, Sarah

Ingram, Alicia

Jensen, Danicka

Johnson, Bethany

Kang, Diana

Laemmlen, Amy

Lord, Melissa

Malburg, Nicole

Marougas, Athanasia

Martinez, Stephanie

Menjivar-Guillen, Maria

Minahan, Melissa

Monge, Vanessa

Morales, Jessica

Morales, Kara

Moran, Crystal

Pacheco, Raelynn

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

<u>NEW TEACHER SUMMER TRAINING</u> – District, \$269.49 Per Day, 6/04/19-8/09/19 (cont.)

Parra, Marcela
Petersen, Peggy
Pike, James
Reyes, Rosalie
Rocha, Alexandra
Sanchez, Stephanie
Sosa, Yvonne
Torres, Vanessa
Tufnell, Tracy
Valencia, Gabriel
Ventura, Noelia
Warren, Jamie
Washington, Kimberly
Woodard, Shannon

PARENT ED MEETING - Downey, \$54.06 Per Hour, 2019-20 School Year

Curiel, Terri
Ekk, Cindy
Evans, Wayne
Falcon, Mary
Loyarte, Joanne
Morse, Pamela
Sanders, Nicole
Toledo, Alan
Trujillo, Pedro
Zakour, Zachary

PARENT MEETINGS - Doty, \$36.65 Per Hour, 2019-20 School Year

Arnold, Russell Andrade, Raul Arosteguy, Victoria Becker, Robert E. Bhakta, Bageshree

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

PARENT MEETINGS - Doty, \$36.65 Per Hour, 2019-20 School Year (cont.)

Bugaren, James

Callies, Jeremy

Cohen, Kristofer

Craig, Michael

Dodge, Kevin

Driscoll, Loren

Eagen, Melanie

Fiktarz, Joseph

Gioulatos, Joanne

Haas, Derek

Hauben, Kelly

Hedden, David

Hille, Lorine

Im, Chandaramo

Konoske, Joseph

Kotsis, Martha

Mallory, Robert

Marcy, Wendy

Menendez, Cindy

Molletti-Bovey, Virginia

Moren, Julie

Navarro, Michelle

Parry, Tracy

Portillo, Evelyn

Redfox, Carrie

Sparangis, Christine

Vingino, Lora

Webster, Joe

PBIS SUMMER PLANNING MEETING - \$36.65 Per Hour, 6/04/19-8/09/19

<u>Lewis</u>

Graves, Todd

Kacou, Natalie

Russell, Lee Ann

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

PBIS SUMMER PLANNING MEETING - \$36.65 Per Hour, 6/04/19-8/09/19 (cont.)

Price

Greilach, Robin Guerrero, Annabel Jara, Jennifer Jones, Eugene

PLC GRADE LEVEL LEAD - \$1,610.00 Per Year, 2019-20 School Year

Carpenter

De Leon, Julia 5TH Grade
Garcia, Nadia Kindergarten

Gomez, Susan TK

Riancho Del Bueno, 5TH Grade

Magali

<u>Imperial</u>

Anderson, Diane
Moran, Crystal
Paul, Anne-Mary
Selvanayagam, Kimberly
Anderson, Diane
1ST Grade
2RD Grade
2ND Grade
Kindergarten

Lewis

Fisher, Susan

Graves, Todd

La Commare-Epp, Heidi

Mc Collough, Cheryl

Minton, Tara

Mullen, Eileen

4TH Grade

Kindergarten

Kindergarten

Kindergarten

APD Grade

3RD Grade

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

PLC GRADE LEVEL LEAD - \$1,610.00 Per Year, 2019-20 School Year (cont.)

Price

Berk, Kristy 1ST Grade Buccola-Webber, 2ND Grade

Jaqueline

Dillon, Karen 5TH Grade
Hunter, Kendra Kindergarten
Jones, Eugene 4TH Grade
Maxwell, Lance 3RD Grade

Old River

De Matta, Sussan
Garcia, Griselda
Glick, Lisa
STH Grade
4TH Grade
5Th Grade
6TH Grade
5TH Grade
5TH Grade
6TH Grade
6TH Grade
6TH Grade
7TH Grade
7TH Grade

Zarate, Linda ELD Coordinator

Unsworth

Edge, Diane
Kindergarten
Kjar, Karen
Lake, Erin
Long, Claudia
Shannon, Amber
Venegas, Michelle
Kindergarten
Kindergarten
STH
Grade

Vindergarten
STH
Grade

Vindergarten
ATH
Grade

Williams

Estrada, Lilly Kindergarten Newman, Amy 1ST Grade Russell Hernandez, Nicole 3RD Grade Wilson, Kathryn 2ND Grade

Griffiths

Charlton, Nathan Davis, Deanne Diazlbarra, Dulce

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

PLC GRADE LEVEL LEAD - \$1,610.00 Per Year, 2019-20 School Year (cont.)

Griffiths (cont.)
Hultquist, Jodeen
Minnix, Melissa
McCurry, Gregory
Mc Dermott, Timothy
Orique, Matthew
Quimby, Jason
Roberts, Mark
Schreiner, Scott
Soto, Natalie
Stayer-Clarke, Sarah
Taylor, Laura
Tiffany, Payama
Wolfe, Jeanetta

PLC SUB COMMITTEE - Warren, \$36.65 Per Hour, 6/04/19-8/09/19

Harris, Andrea Miyahara, Samantha Mojarro, Jenny Muller, Justin Trejo, Raymundo

PROCTORING INTERVIEWS - Lewis, \$150.00 Per Day, 6/04/19-8/09/19

Graves, Todd La Commare-Epp, Heidi Russell, Lee Ann

PROFESSIONAL DEVELOPMENT ON NON-CONTRACT DAY - District, \$150.00 Per Day, 2019-20 School Year

Castanon, Suzanne Grijalva, Heather Izumo, Polly Le Monnier, Mary

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment_	Salary Rate	<u>Begins</u>	

PROFESSIONAL DEVELOPMENT ON NON-CONTRACT DAY – District, \$150.00 Per Day, 2019-20 School Year (cont.)

Ostermann, Andrea Perez, Adriana Persico, Kelly Roberson-Wong, Amy

PROFESSIONAL DEVELOPMENT PLANNING/COORDINATION – Griffiths, \$36.65 Per Hour, 6/04/19-8/09/19

Nicassio, Katharine

REGISTRATION & ORIENTATION - Stauffer, \$57.65 Per Hour, 6/04/19-8/09/19

Carter, Dina
Dayhoff, Laurie
Goldsmith, Desiree
Korduner, Karen
Maples, Sara
McConnell, Deanna

SAFE & DRUG FREE SITE LEAD TEACHERS - District, \$36.65 Per Hour, 2019-20 School Year

Alvarado, Angelica
Boynton, Matthew
Casillas, Rosa
Cid, Lindsay
Cox-Nichols, Trisha
De Leon, Julia
Durkee, Alison
Fiktarz, Joseph
Garrido, Stephanie
Hamano, Jacqueline
La Fortune-Webster, Darla
Lavalle, Vincent
Lima, Adair

B. Employments (Temporary) (cont.)

				Service
Employee	•	Assignment	Salary Rate	Begins
<u></u>				

SAFE & DRUG FREE SITE LEAD TEACHERS – District, \$36.65 Per Hour, 2019-20 School Year (cont.)

Mata, Iris
Pardo, Jakilin
Parry, Tracy
Perkins, Ashley
Platt, Tina
Sary, Maureen
Schiavo, Mark
Selvanayagam, Kimberly
Shull, Carla
Silva, Amy
Valladares, Jaime
Vega, Elizabeth

SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM - \$36.65 Per Hour, 2019-20 School Year

Carpenter

Amaya, Yvonne

Boynton, Matthew

Carrere, Yvette

Carrillo, Monica

Cueva, Mariana De Leon, Julia

Fuenmayor, Priscilla

Gallardo, Ericka

Garcia, Nadia

Gomez, Susan

Gonzalez, Gabriel

Marougas, Athanasia

Parga, Amelia

Petersen, Peggy

Riancho Del Bueno, Magali

Rodriguez, Ana

Tufnell, Tracy

Valencia, Gabriel

Ventura, Noelia

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins
Limpleyee			

SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM - \$36.65 Per Hour, 2019-20 School Year (cont.)

Downey
Brewer, Uvonne
Cabrera, Kevin
De La Torre, Jose
Duckworth, Lawrence
Flores, Natalie
Godfrey, Rachel
Joest, Julie
Karzen, Micah
Kraus, David
Macomber, Andra
Manzanares, Marvin
Saad, Amany
Siryi, Margaret

SEIS & IEP TRAINING - District, \$36.65 Per Hour, 6/04/19-8/09/19

Acosta Munoz, Luz Andrew, Charlotte Barajas Jr., Efren Bassett, Kristian Benavidez, Hannah Brewer, Uvonne Byers, Erik Castro, Faye Chavez, Vicky Curiel, Hilda Duarte, Evelyn Durkee, Alison Eagen, Melanie Gomez, Julio Gonzalez, Gabriel Huang, Hsi-Ling Jauregui, Noemi

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins
Lilipioyee	. 100 911110111		

SEIS & IEP TRAINING - District, \$36.65 Per Hour, 6/04/19-8/09/19 (cont.)

Kezele, Carolyn Kinney, Courtney Krimbow, Danielle Laemmlen, Amy Lamoureux, Marini Larkin, Michael Irdi, Natalie McLemore, Esther Menendez, Cindy Messore, Dana Morales, Crystal Neimann, Natalie Parmenter, Krystle Phillips, Larissa Pike, James Portillo, Evelyn Rojas, Laura Rooney, Maricella Saad, Amany Salazar Jr., Larry Salazar, Raqueal Serrato, Susana Thomas, Lisa Tucker, Valarie Tuffnell, Tracy Ulloa, Maricella Valencia, Rita Vega, Elizabeth Viramontes, Celeste Washington, Kimberly Williams, Maria Cherie

SHARE TEACHER ADDITIONAL DAYS – Imperial, \$150.00 Per Day, 2019-20 School Year

Perez, Adriana

Young, Stephanie

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	
Employee				

SPANISH TRANSLATION - Doty, \$36.65 Per Hour, 2019-20 School Year

Munoz, Maria Portillo, Evelyn

SPEECH LANGUAGE PATHOLOGIST STIPEND - District, \$5,138.00 Per Year, 2019-20 School Year

Alcan, Christine Alexander, Leigh Azzeh, Shirin Bautista, Adelaida Brewer, Grace Cafferty, Joan Christian, Melissa Eagle, Janice Gabagat, Wendy Guerrero, Jorge Gumbiner, Tracy Hernandez, Karin Johnson, Lauren Lee, Lindsay Miyagishima, Joyce Musgray, Rajshree Newman, Barb Nikolas, Ashley Orona, Jacklyn Otero, Kara Puskas, Summer Roscoe, John Ross, Angela Shimonishi, Gisella Smith, Matthew Taylor, Cinnamon Zuniga, Julie

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
STEAM LEAD TEACHER	- District, \$36.65 Pe	r Hour, 2019-20 School	Year
Joachim, Susan			8/14/19- 12/19/19
Legaspi, Ronald			1/06/20- 6/01/20

STUDENT COUNCIL ADVISOR - \$1,342.00 Per Year, 2019-20 School Year

Old River

Per Year
Per Year

Unsworth

Lake, Erin

SUBSTITUTE TEACHER - District, \$150.00 Per Day, 2019-20 School Year

Basham II, James Berbower, Stephanie Bravo, Julianna Burney, Shelby Chacon, Elizabeth Daugherty, Jennifer Estrada, Ameriee Franco, Christina Fuentes, Wendy Grigsby, Vincent Hurtado, Monica Lane, Matthew Lopez, Emely Manzano Amador, Rocio Munson, Danielle Orozco, Jocelyn

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

SUBSTITUTE TEACHER - District, \$150.00 Per Day, 2019-20 School Year (cont.)

Pepping, Laura Sodetani, Gordon Solis, Ashley

SUMMER CURRICULUM PLANNING - Unsworth, \$150.00 Per Day, 6/04/19-8/09/19

Munson, Danielle

SUMMER STAFF DEVELOPMENT - District, \$269.49 Per Day, 6/04/19-8/09/19

Bhakta, Bageshree Huang, Ye Yuan Ordonez Zavala, Valeria Tunberg, Alicia

SUMMER TECH LEADERSHIP MEETING - Lewis, \$150.00 Per Day, 6/04/19-8/09/19

Barnes, Lindsay Charlton, Stacie Coronel, Evelyn Jaquess, Jennifer Minton, Tara

SUPERVISION - \$32.33 Per Hour, 2019-20 School Year

Doty Benner, Garrett McClinton, Marjorie Munoz, Maria Reyes, Carlos

Griffiths
Hill, Barbara
Romero, Gabriel
Santana, Valerie

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

SUPERVISION - \$32.33 Per Hour, 2019-20 School Year (cont.)

Stauffer

Dodge, Jordan Rowland, Jamie Worthy, Lois

TEACHER ADDITIONAL PERIOD – To be paid tenthly at 18% of Contract Salary, per Memorandum of Understanding between DEA and DUSD, 8/14/19-12/19/19

Doty

Hille, Lorine English
Moore, Meghan PE
Taylor-Sabo, Melissa Life Skills

Stauffer

Bach, Daniel Science 6

Brauser, Becky Social Science 6

Sussman

Diioli, Monique ELD Coordinator
Tao, Jayme Title I Coordinator 8/14/199/30/19

Columbus

Lozano, Charles Dean Marshall, Scott Spanish

Murakawa, Mindy Title I Coordinator

Downey

Leanos, Catalina Spanish II
Perez, Lisa ASL
Ramirez-Silva, Claudia Spanish II
Vazquez, Joshua Spanish I

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
TEACHER ADDITIONAL	_ <u>PERIOD</u> To be paid te tanding between DEA and	nthly at 18% of Cont I DUSD, 8/14/19-12/	ract Salary, per 19/19 (cont.)
<u>Warren</u> Adame, Cindy	Spanish II		8/14/19- 8/29/19
Dreschler, Dominique Dussan, Liliana Lundsberg, Anders	French Spanish III SDC – Social Studies		8/14/19- 9/13/19
Stevenson, Jody Yoo, Tai	ASL I Math		0,10,10

TECHNOLOGY TEACHER LEADER – Williams, \$2,513.00 Per Year, 2019-20 School Year

Covarrubias, Anthony 50% Estrada, Lilly 50%

SDC - English

TIP CONSULTING TEACHER - District, \$5,651.00 Per Year, 2019-20 School Year

Bowen, Christopher Wright, Julia

<u>TIP CONSULTING TEACHER COORDINATOR</u> – District, \$1,610.00 Per Year, 2019-20 School Year

Wright, Julia

Yost, Holly

TIP PANEL MEMBER - District, \$4,624.00 Per Year, 2019-20 School Year

Carter, Dina Mogan, James Tendler, Joey

B. Employments (Temporary) (cont.)

		÷-	Service	
Employee	Assignment	Salary Rate	Begins	_

TITLE I COORDINATOR - \$36.65 Per Hour, 2019-20 School Year

Doty

Marcy, Wendy

Stauffer

Carter, Dina

TITLE I FALL MEETING - Griffiths, \$36.65 Per Hour, 2019-20 School Year

Berchtold, Eric Karout, Sarah Michea, Marcela Romero, Julie

TITLE I PREPPING/PLANNING - Stauffer, \$36.65 Per Hour, 6/04/19-8/09/19

Carter, Dina

TK/K GRADE PLANNING - Williams, \$150.00 Per Day, 6/04/19-8/09/19

Carter, Carol
Colangelo, Kimberly
De Shazer, Melissa
Durkee, Alison
Estrada, Lilly
Hamilton, Stacie
Lee, Carolina
Lee, Junghee Erica
Medina, Karilyn
Reyes, Rosalie

TK/K INTERVENTIONIST - District, \$150.00 Per Day, 2019-20 School Year

Bradfield, Christie Brito, Kristy Burney, Shelby Cisneros, Alma

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

TK/K INTERVENTIONIST - District, \$150.00 Per Day, 2019-20 School Year (cont.)

Cortes, Leticia Cueva, Mariana Daugherty, Jennifer Estrada, Ameriee Fragoso, Evelyn Franco, Christina Fuenmayor, Priscilla Gallardo, Alma Garcia, Minerva Hurtado, Monica Keele, Brooke Manzano, Rocio Odintsov, Karla Ramirez, Karen Rodriguez, Ana Romero, Ivette Rundquist, Carrie Santana, Patricia Shetler, Jessica Soriano, Marissa Wilson, Nichelle

TK/K OVER NEGOTIATED CAP - \$165.00 Per Student, Per Month, 2019-20 School Year

Alameda
Brooks, Kim
Hilton, Janet
Lanners-Phelps, Amy
Garefis, Georgia
Olmedo, Margaret

Yun, Ruth

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	
Lilipidy	7.00.3			

TK/K OVER NEGOTIATED CAP - \$165.00 Per Student, Per Month, 2019-20 School Year

Gallatin

Ludwick, Helen Reppert, Jocelyn Rowe, Sara Simon, Melissa Skelly, Patricia

Price

Greilach, Robin Hunter, Kendra Meza, Melissa Ramos, Cecilia Sapia, Rose

Rio San Gabriel

Alarcon-Davila, Ruth Gutierrez, Angela Robles, Nadia Sullivan, Alicia Walker, Mary

Unsworth

Edge, Diane Geffre, Barbara King-Adamo, Jill Newman, Mark Priebe, Vanessa

TUTORING - \$36.65 Per Hour, 2019-20 School Year

Price

Arriola, Cynthia Lopez, Melissa Wade, Laura Yun, Ruth

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	
				

TUTORING - \$36.65 Per Hour, 2019-20 School Year (cont.)

Columbus

Chitwood, Ryan

WEB – Griffiths, \$57.65 Per Hour, 6/04/19-8/09/19

Bliss, Jennifer McCurry, Gregory Schreiner, Scott

WEB LEADER TRAINING/ORIENTATION - \$57.65 Per Hour, 6/04/19-8/09/19

<u>Doty</u> Dodge, Kevin Keen, Andrea Moren, Julie

Griffiths

Nicassio, Katharine

Stauffer
Castro, Faye
Donahue, Matthew
Harr, Alyson
Staggenborg, Kimberly

WORKABILITY - District, \$49.72 Per Hour, 2019-20 School Year

Storey, Danielle Strain, Allison

ZERO/SEVENTH PERIOD COVERAGE - \$36.65 Per Hour, 2019-20 School Year

<u>Doty</u> McClinton, Marjorie Reyes, Carlos

C. Leave of Absence

Employee	From	То	Effective
Arnold, Jeffrey	Teacher Warren \$89,718	AB375 - Child Bonding	9/19/19- 10/04/19
	D. Reassignme	ents	
Employee	From	'То	Effective
Culqui, Eric	Lead Psychologist Special Education \$113,349	Psychologist Special Education \$110,329	9/01/19
Evans, Denise	Psychologist Special Education \$120,559	Lead Psychologist Special Education \$123,579	9/01/19
Gonzalez, Neil	Teacher Griffiths \$68,365	Teacher Sussman \$68,365	9/03/19
Kling, Patricia	Psychologist Special Education \$116,370 60%	Psychologist on Special Assignmen Student Services \$116,370 100%	9/01/19 t
Morales, Kara	Teacher Williams \$61,950	Teacher Unsworth \$61,950	8/29/19
Rawlings, Lisa	Principal Rio Hondo \$141,501	Coord. II - Early Ed./Extended Learning Elementary Ed. \$141,501	9/10/19
White, Cari	Assistant Principal Warren \$140,600	Principal Warren \$157,260	9/10/19

D. Reassignments (cont.)

Employee	From	То	Effective
DP6474192	Principal on Spec. Assign. Instructional Support \$141,463	Teacher Sussman \$106,064	8/12/19
	E. Terminations	<u> </u>	
Employee	Assignment	Effective	Reason
Carey, Marilyn	Teacher Warren \$66,234	9/11/19	Released Due to Low Enrollment
Jimenez, Lynn	Program Specialist Special Education \$108,386	8/01/19	Voluntary Resignation
Skorka, Melissa	School Nurse Student Services \$66,215	9/27/19	Voluntary Resignation

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Anguiano, Alonso	Instr. AsstComp. Appls.	\$2,923.00 mo.	09/16/19
(Rpl. A. lacovitti)	Adult School	(50%)	
Chavez, Myrtha	Food Service Asst.	\$14.579 hr.	09/03/19
(Rpl. R. Leduc)	Carpenter	3 Hours	
Menjivar, Maria	Food Service Asst.	\$14.579 hr.	08/19/19
(Rpl. S. Hidalgo)	Doty	3 Hours	
Molina, Erin	Food Service Asst.	\$14.579 hr.	08/19/19
(Rpl. C. Rosas)	Gauldin	2 Hours	
Ortiz, Ligia	Food Service Asst.	\$14.579 hr.	09/16/19
(Rpl. R. Lucas)	Carpenter	2 Hours	
Romo, Jonathan	Instr. AsstComp. Appls.	\$2,923.00 mo.	09/16/19
(New Position)	Adult School	(50%)	
Spears, Yaquinn	Floor Maint. Worker	\$3,526.00 mo.	09/09/19
(Rpl. K. Marts)	Operations	(100%)	
Thames Simpson, Sheila (New Position)	Instruct. AsstDental Adult School	\$3,065.00 mo. (45%)	08/19/19
Varela, Christopher (Rpl. K. Domingo)	Physical Education Asst. Instruct. Support Progs.	\$3,217.00 mo. (50%)	09/09/19
Williams, Charles	Floor Maint. Worker	\$3,526.00 mo.	09/09/19
(Rpl. A. Taylor)	Operations	(100%)	
Williams, Malachi	Custodian	\$3,365.00 mo.	08/19/19
(Rpl. R. Rendon)	Operations	(100%)	

A. Employments (Regular) (cont.)

Employee	Assignment	Salary Rate	Service Begins			
	SR. INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED - \$3,217.00 Per Month, (81.25%), Service Begins 09/01/19					
\$3,217.00 Per Month, (81	Unsworth Price Griffiths Price Williams Griffiths Rio Hondo Griffiths Gallatin Downey High Rio San Gabriel Rio Hondo SSISTANT-SEVERELY/MUI .25%), Service Begins 09/0	1/19	<u>PED</u> -			
luffredo, Kelly Velasquez, Heather	Price Doty	(75%) \$3,916.00 mo.				
B. Employments (Temporary)						
Employee	Assignment	Salary Rate	Service Begins			
Alvarez, Damian (Substitute)	Student Supervision Asst. Varies	\$12.000 hr.	08/26/19			
Bemal, Ramiro (Substitute)	Utility Worker Varies	\$20.464 hr.	08/19/19			

\$22.593 hr.

07/26/19-08/01/19

Library Media Tech. Varies

Calderon, Veronica (Substitute)

Employee	Assignment	Salary Rate	Service Begins
Chapula, Cynthia (Substitute)	School Based Therapist Varies	\$30.243 hr.	08/22/19
Flores, Elias (Working out of class as needed)	Utility Worker Gallatin	\$4,316.00 mo.	08/27/19- 06/30/20
Folsom, Brittany (Substitute)	Instr. AsstMassage Ther. Adult School	\$16.864 hr.	08/19/19
Garcia, Norma (Substitute)	Sr. Clerical Asst. Varies	\$24.889 hr.	08/20/19
Kaspar, Christine (Extra Duty)	Instruct. Services Tech. College & Career Readiness	\$28.806 hr.	06/22/19- 06/29/19
Kostanian, George (Substitute)	Student Supervision Asst. Varies	\$12.000 hr.	01/07/19
Lopez, Maria H. (Extra Duty)	Instruct. Services Tech. College & Career Readiness	\$28.806 hr.	06/23/19- 06/29/19
Lozano Mota, Jose (Working out of class as needed)	Utility Worker Lewis	\$3,910.00 mo.	08/19/19- 06/30/20
Marquez, Griselda (Working out of class as needed)	School Office Manager Williams	\$4,421.00 mo.	08/01/19- 06/30/20
Mata, Stephanie (Substitute)	Student Supervision Asst. Varies	. \$12.000 hr.	08/20/19
Mendez, Catrina	Strength & Cond. Coach Downey High	\$19.500 hr.	08/29/19- 06/30/20
Meraz, Guadalupe (Working out of class as needed)	School Office Manager Carpenter	\$4,421.00 mo.	08/08/19- 06/30/20

Employee	Assignment	Salary Rate	Service Begins
Minchola, Rebeca (Extra Duty)	Sr. Instruct. AsstS/MH Downey High	\$22.593 hr.	08/06/19- 08/09/19
Niko, Mataniu (Working out of class as needed)'	Utility Worker Old River	\$4,316.00 mo.	08/19/19- 06/30/20
Sanchez, Bernadette (Substitute)	School Office Manager Varies	\$22.593 hr.	09/03/19
Vasquez, Mariah (Extra Duty)	Sr. Instructional Asst. Downey High	\$21.497 hr.	08/06/16- 08/09/19
Vergara, Dianna (Substitute)	Sr. Clerical Asst. Varies	\$19.535 hr.	09/03/19
AVID TUTOR - College & Hours, 08/20/19-06/30/20	Career Readiness, \$13.75	50 Per Hour, Not t	to Exceed 800
Herrin, Sydney Peyvandi, Yasaman Ramirez, Rene			09/05/19-06/30/20 08/29/19-06/30/20
CUSTODIAN (Substitute)	– Operations, \$19.062 Pe	r Hour	
Chavez, Guillermo Fields, Alexus Goodman, Elijah Johnson, David Knight, Johnny Osegueda, Antonio		•	08/26/19 08/12/19 09/09/19 08/26/19 09/09/19 08/26/19
CUSTODIAN B-Shift (Sul	<u>bstitute)</u> – Operations, \$19.	412 Per Hour	
Chavez, Guillermo Goodman, Elijah Johnson, David Knight, Johnny Osegueda, Antonio			08/26/19 09/09/19 08/26/19 09/09/19 08/26/19

Employee	Assignment	Salary Rate	Service Begins		
FOOD SERVICE ASSIST 08/27/19	FOOD SERVICE ASSISTANT (Substitute) - Food Services, \$14.579 Per Hour, 08/27/19				
Bolanos, Melanie Mora, Cristina Ortiz, Ligia Recinos De Quinto, Conc	epcion		09/04/19 08/19/19		
INTERMEDIATE CLERIC	AL ASSISTANT (Substitu	<u>te)</u> - \$18.560 Per	Hour		
Davila, Lupe Daza, Rodaina Gaytan, Edgar Gonzalez, Julia Guevara, Jackelyn Leyva, Jeanette Ojeda, Rudy Rodriguez, Jeannette Sanchez, Bernadette Tiscareno, Clara Wilson, Shirley	•	\$23.724 hr. \$22.593 hr. \$22.593 hr.	08/22/19 09/12/19 09/11/19 09/16/19 09/03/19 09/16/19 08/27/19 08/07/19 09/03/19 09/16/19		
MUSIC SPECIALIST - \$1	2.000 Per Hour, 07/01/19	9-06/30/20, Not to	Exceed 800 Hours		
Battley, Loren Citero, Alyssa Estrada, Brianna	Downey High Downey High Warren High		08/01/19-06/30/20 09/05/19-06/30/20		
Fash, Michael Gonzalez Estrada, Miguel Kim, Kathy Olivo, Ayme Petersen, Carter	Warren High Downey High Warren High Warren High Warren High		09/16/19-06/30/20		
PHYSICAL EDUCATION ASSISTANT (Substitute) - Instructional Support Programs, \$16.864 Per Hour					
Lemus Chavarin, Stephar Razana, Alexys	nie		08/19/19 08/26/19		

B. Employments (Temporary) (cont.)

		Salary	Service	
Employee	Assignment	Rate	<u>Begins</u>	
PLAYWORKS TRAINING (Extra Duty) - Instructional Support Programs, \$12.000 Per				

Hour, 08/09/19, 6 Hours

Aguilar, Alexxis

Amador, Deborah

Andrade, Lucia

Arias, Rita

Ballon, Nancy

Barajas Hernandez, Yvonne

Bejines, Brittany

Borrero, Lilia

Calvillo, Brianna

Castillon, Flor

Chauhan, Gurdeep

Corona, Rosa

Cota, David

Cruz, Anel

Cruz, Helen

Delgadillo, Shannon

Delgado, Maria

Diaz, Annette

Dominguez, Cindy

Fabela, Alicia

Fallon, Susan

Fernandez, Naheli

Galindo, Yolanda

Garcia, Catia

Garcia, Mariaelena

Garcia de Salazar, Griselda

Guadarrama, Ana

Guerrero, Reyna

Gumino, Kimberly

Hemandez, Leticia

Hillman, Kimberly

Hurtado, April

Juarez, Luke

Kostanian, George

Luis-Mendez, Angelica

Macias, Fabiola

3 Hours

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

<u>PLAYWORKS TRAINING (Extra Duty)</u> - Instructional Support Programs, \$12.000 Per Hour, 08/09/19, 6 Hours (cont.)

McCaughan, Katherine

Medina, Ester

Medina, Ruth

Montes, Imari

Munoz, Georgina

Olivarez, Sandy

Ortiz Ontiveros, Reina

Orozco, Michelle

Parra, Nadia

Patel, Urmilabahen

Quiroz, Maria

Ramirez, Priscilla

Rodriguez, Lourdes

Salazar, Jessie

Salcedo, Stella

Sanchez, Anna

Sanchez, Karla

Sanchez, Yobana

Sanfelippo, Mary-Ann

Serpas, Emma

Soria, Miriam

Sy, Kimberly

Torres, Desiree

Torres, Mariela

Tyler, Marta

Valadez, Lisa

Valdez, Rosana

Valenzuela, Erika

Velazquez, Lizette

Velazquez, Maria

Villarreal, Martha

3 Hours

Employee	Assignment	Salary Rate	Service Begins
SENIOR INSTRUCTION	AL ASSISTANT (Sub	<u>stitute)</u> - \$17.683 Per I	-lour
Barriga, Veronica			08/15/19
Ortiz, Maria			09/09/19
Rigor-Rivas, Lila	(08/28/19
SENIOR INSTRUCTION	AL ASSISTANT-BC (<u> Substitute)</u> - \$18.560 F	Per Hour
Aguilar-Soltis, Danielle			08/19/19
Barriga, Veronica			08/19/19
Beltran, Linda		•	08/15/19
Calderon, Adriana			08/23/19
De Hoyos, Katalina			08/23/19
Escobar Rodriguez, Jeni	nifer		08/15/19
Estrada, Ariel			08/23/19
Gaxiola, Alexis			08/19/19
Gaytan, Edgar			09/11/19
Gonzalez, Alejandra			08/14/19
Green, Cheryl			08/14/19
Herbert, Tiara			08/14/19
Hernandez Villada, Maria	a		08/23/19
Hylland, Cara			08/29/19
Lara, Cynthia			08/14/19 09/13/19
Martin, Michael			09/13/19
Melchor, Blanca			08/14/19
Moreno, Jasmin			08/15/19
Nuno de Martin, Mariana	l		08/27/19
Ojeda, Rudy			08/23/19
Orantes, Araceli			
Pacheco, Adan			08/23/19 08/14/19
Rodriguez, Lucia			08/27/19
Thomas, Donielle			00/2//19
SENIOR INSTRUCTION	IAL ASSISTANT-S/M	IH (Substitute) - \$18.56	0 Per Hour
luffredo, Kelly		-	08/14/19
Llamas Reyes, Natalia			08/21/19

		Salary	Service		
Employee	Assignment	Rate	Begins		
STUDENT HELPER - \$12.000 Per Hour, 08/16/19-06/30/20, Not to exceed 800 Hours					
Baker, Anthony	Warren High		08/23/19-06/30/20		
Chavez, Gustavo	Griffiths	•	09/03/19-06/30/20		
Delgado, Miranda	Griffiths		09/02/19-06/30/20		
Enciso, Matthew	Griffiths		09/03/19-06/30/20		
Gonzalez, Briana	Griffiths		09/03/19-06/30/20		
Jenkins, Sean	Stauffer	•	09/03/19-06/30/20		
Im, Noah	Griffiths		09/03/19-06/30/20		
Lopez, Briana	Sussman		09/03/19-06/30/20		
Marquez, Ruby	Warren High		08/19/19-06/30/20		
Moreno, Adan	Downey High				
Moreno, Julian	Downey High				
Teran, Lilian	Griffiths		09/03/19-06/30/20		
Ureta, Savanna	Downey High	•			
Velasco, Alexandria	Warren High				
Velasco, Desiree	Stauffer		09/03/19-06/30/20		
Velasco, Jocelynn	Warren High		08/19/19-06/30/20		
Ventura, Marco	Stauffer		09/03/19-06/30/20		
Villa, Rachel	Stauffer		09/03/19-06/30/20		
Villa, Haorici	O.aa.ioi				
SUMMER COACH - Do	owney High, Stipend r	ot to exceed \$450.0	0, 08/01/19-09/30/19		
Baldwin, Barry		Y			
Esparza, Joshua					
Guier, Ronn					
Gu , 5, 7, 1, 5,					
WRITING CENTER TU	TOR - Downey High,	\$13.750 Per Hour, 0	9/10/19-06/30/20		
Fernandez, Jasmine Garcia, Andrew Skorka, Bryan			09/16/19-06/30/20		

C. Change of Assignment

Employee	From:	То:	Effective
Bodine, Kelly (Increase in Hours)	Student Supv. Asst. Old River \$12.000 hr. (0.0725%)	Student Supv. Asst. Old River \$12.000 hr. (0.10375%)	08/29/19
Cabello, David (Administrative Transfer)	Sr. Instruct. AsstBC Carpenter \$3,726.00 mo. (81.25%)	Sr. Instruct. AsstBC Ward \$3,726.00 mo. (81.25%)	09/01/19
Cabrera, Debbie (Administrative Transfer) (Rpl. A. Hatchie)	Food Service Asst. Price \$17.683 hr. 3 Hours	Food Service Asst. Griffiths \$17.683 hr. 3.5 Hours	08/12/19
Carbajal, Sandra (Reassignment)	Sr. Secretary (Conf.) Classified H.R. \$5,448.00 mo. (100%)	Sr. Secretary (Conf.)-Bil. Classified H.R. \$5,719.00 mo. (100%)	0,7/01/19
Chauhan, Gurdeep (Increase in Hours)	Student Supv. Asst. Rio Hondo \$12.000 hr. (0.423%)	Student Supv. Asst. Rio Hondo \$12.000 hr. (0.435%)	08/26/19
Garcia, Jessica (Administrative Transfer)	Sr. Instruct. AsstBC Carpenter \$3,551.00 mo. (81.25%)	Sr. Instruct. AsstBC Ward \$3,551.00 mo. (81.25%)	09/04/19
Gonzalez, Claudia (Administrative Transfer)	Sr. Clerical Asst. Financial Services \$4,212.00 mo. (100%)	Sr. Clerical Asst. Adult School \$4,212.00 mo. (100%)	09/11/19
Gonzalez, Diamantina (Working out of class for regular employee)	Custodian Operations \$3,365.00 mo. (100%)	Utility Worker Williams \$3,547.00 mo. (100%)	08/30/19- TBD

C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Ibarra, Isela (Return to regular assignment)	Food Service Supv. II Sussman \$22.600 hr. 8 Hours	Lead Food Svc. Asst. Sussman \$20.487 hr. 7 Hours	08/30/19
Johnson, Michelle (Administrative Transfer)	Sr. Instr. AsstS/MH Downey High \$3,551.00 mo. (81.25%)	Sr. Instr. AsstS/MH Imperial \$3,551.00 mo. (81.25%)	09/03/19
Kidd, Michael (Working out of class for regular employee)	Custodian Operations \$3,878.00 mo. (100%)	Floor Maint. Worker Operations \$4,075.00 mo. (100%)	08/19/19
Kidd, Michael (Return to regular assignment)	Floor Maint. Worker Operations \$4,075.00 mo. (100%)	Custodian Operations \$3,878.00 mo. (100%)	09/03/19
Kirklin, Shawn (Working out of class for regular employee)	Food Svc. Asst. II Sussman \$19.004 hr. 5 Hours	Lead Food Svc. Asst. Sussman \$20.487 hr. 7 Hours	08/16/19
Kirklin, Shawn (Return to regular assignment)	Lead Food Svc. Asst. Sussman \$20.487 hr. 7 Hours	Food Svc. Asst. II Sussman \$19.004 hr. 5 Hours	08/30/19
Leduc, Richere (Voluntary Transfer) (Rpl. M. Gomez)	Food Service Asst. Carpenter \$17.683 hr. 3 Hours	Food Service Asst. Unsworth \$17.683 hr. 2 Hours	09/02/19
Lozano, Jesse (Working out of class for regular employee)	Custodian Operations \$3,365.00 mo. (100%)	Utility Worker Unsworth \$3,547.00 mo. (100%)	09/04/19- TBD

C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Medina, Ruth (Increase in Hours)	Student Supv. Asst. Imperial \$12.000 hr. (0.3225%)	Student Supv. Asst. Imperial \$12.000 hr. (0.4375%)	08/12/19
Mendoza, Eileen (Reassignment)	Sr. Personnel Tech. Classified H.R. \$4,993.00 mo. (100%)	Sr. Personnel TechBil. Classified H.R. \$5,244.00 mo. (100%)	07/01/19
Perez, Angelica (Temporary Increase in Hours until position is Filled)	Sr. Instruct. Asst. Warren High \$3,726.00 mo. (68.75%)	Sr. Instruct. Asst. Warren High \$3,726.00 mo. (81.25%)	08/19/19
Ramirez, Christina (Administrative Transfer) (Temporary Assignment)	Sr. Instruct. AsstBC Rio Hondo \$3,916.00 mo. (81.25%)	Sr. Instruct. AsstBC Downey High \$3,916.00 mo. (81.25%)	08/13/19
Salgado, Idilberta (Working out of class for regular employee)	Food Service Asst. Sussman \$17.683 hr. 3 Hours	Food Service Asst. II Sussman \$19.004 hr. 5 Hours	08/16/19
Salgado, Idilberta (Return to regular assignment)	Food Service Asst. II Sussman \$19.004 hr. 5 Hours	Food Service Asst. Sussman \$17.683 hr. 3 Hours	08/30/19
Woolen, Melinda (Administrative Transfer) (Rpl. R. Frausto)	Sr. Instruct. AsstBC Downey High \$3,916.00 mo. (81.25%)	Sr. Instruct. AsstBC Alameda \$3,916.00 mo. (81.25%)	09/03/19
Zapata, Mercedes (Working out of class for regular employee)	Custodian Operations \$4,075.00 mo. (100%)	Utility Worker Sussman \$4,316.00 mo. (100%)	09/04/19- TBD

D. Leaves of Absence

<u>D. 200,000 01.15001100</u>					
Employee	Assignment	Effective	Reason		
Andrade, Crystal	Sr. Instruct. AsstBC Columbus High	09/05/19- 12/01/19	AB2393-Child Bonding Leave		
Flores, Dianna	Sr. Instruct. AsstBC Stauffer	09/13/19- 10/28/19	AB2393-Child Bonding Leave		
Hernandez, Jessica	Sr. Instruct. Asst. Doty	09/10/19- 10/01/19	AB2393-Child Bonding Leave		
Kim, Mina	School Based Therapist Special Education	09/09/19- 09/27/19	Unpaid Leave of Absence		
Rodarte-Myers, Rita	Instruct. Services Tech. Adult School	08/28/19- 09/11/19	FMLA/CFRA		
Worthy, Scott	Comp./Net. Sup. Tech. Technology & SIS	08/12/19- 08/19/19	AB2393-Child Bonding Leave		
E. Terminations					
	L. TOMMINGIONS				
Employee	Assignment	Effective	Reason		

Employee	Assignment	Effective	Reason
Andrade, Lucia	Student Supv. Asst. Lewis	09/14/19	Voluntary Resignation
Avila, Toni	Food Service Asst. Substitute	08/28/19	Discharge
Baldelomar, Britney	Food Service Asst. Substitute	08/28/19	Discharge
Barnes, Shelly	Sr. Instruct. AsstBC Downey High	08/31/19	Voluntary Resignation
Diaz, Dalenys	Inter. Clerical Asst. Warren High	09/14/19	Voluntary Resignation

E. Terminations (cont.)

Employee	Assignment	Effective	Reason
Jackson, Tiffany	Sr. Instruct. AsstBC Alameda	08/27/19	Voluntary Resignation
Molina, Lucille	Inter. Clerical Asst. Adult School	09/07/19	Voluntary Resignation
Oreliana Granados, Juana	Food Service Asst. Substitutes	08/28/19	Discharge
Padilla, Diane	Sr. Instruct. AsstBC Alameda	09/06/19	Voluntary Resignation
Quintana, Maria Angeles	Food Service Asst. Stauffer	08/09/19	Voluntary Resignation
Ramirez, Carolina	Food Service Asst. Substitutes	08/28/19	Discharge
Romero, Sandra	Bus Driver Transportation	07/12/19	Voluntary Resignation
Villalobos, Elizabeth	Sr. Clerical Asst. Adult School	08/31/19	Voluntary Resignation
Vallin, Daisy	Student Supv. Asst. Price	06/01/19	Voluntary Resignation
Woods, Turmel	Custodian Substitutes	08/19/19	Voluntary Resignation

DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources/Personnel Commission

DATE:

October 8, 2019

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF ONE NEW LIMITED-TERM POSITION (SENIOR

INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Billie Barrios, Program Administrator, Special Education, to establish one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to provide additional behavioral support to the students in a special education classroom.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six hours per day, at range 115, \$3,217 - \$3,916 per month, effective August 14, 2019 through February 14, 2020.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six hours per day, at range 115, \$3,217 - \$3,916 per month, effective August 14, 2019 through February 14, 2020.

DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources/Personnel Commission

DATE: October 8, 2019

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

FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Anthony Mercado, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to support the students in an upper level SDC special education classroom with behavioral challenges.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Unsworth Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 20, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Unsworth Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 20, 2019.

DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources/Personnel Commission

DATE:

October 8, 2019

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT-SEVERELY/MULTIPLY HANDICAPPED)

ACTION ITEM

We have received a request from Tamara Quinn, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/ Multiply Handicapped. This position is being created at Alameda Elementary School for a new student to the District with seizure activity and physical challenges.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped, assigned to Alameda Elementary School, six hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 27, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped, assigned to Alameda Elementary School, six hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 27, 2019.

DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources / Personnel Commission

DATE:

October 8, 2019

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT)

ACTION ITEM

We have received a request from Tamara Quinn, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant. This new position is being created to provide support to a visually impaired student in the early childhood SDC classroom at Alameda Elementary School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six and one-half hours per day, ten months per year, at range 105, \$3,065 - \$3,726 per month, effective September 9, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six and one-half hours per day, ten months per year, at range 105, \$3,065 - \$3,726 per month, effective September 9, 2019.

DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources / Personnel Commission

DATE:

October 8, 2019

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT)

ACTION ITEM

We have received a request from Mary Weyers, Principal, Price Elementary School, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant. This new position is being created to provide additional support to a new special needs student at Price Elementary School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Price Elementary School, five and one-half hours per day, ten months per year, at range 105, \$3,065 - \$3,726 per month, effective September 10, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Price Elementary School, five and one-half hours per day, ten months per year, at range 105, \$3,065 - \$3,726 per month, effective September 10, 2019.

DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE: October 8, 2019

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

FROM: Wayne Shannon, Ed.D., Assistant Superintendent, Elementary

Roger Brossmer, Ed.D., Assistant Superintendent, Secondary

SUBJECT: ADOPTION OF RESOLUTION - REGARDING SUFFICIENCY OF

INSTRUCTIONAL MATERIALS

ACTION ITEM

The California Department of Education requires each school district to hold a public hearing and make a determination, through a resolution, as to whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, in specified subjects that are aligned to the academic content standards and are consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education as required in Education Code Section 60119 et seq. The Board of Education is required to certify that the District has adhered to the statutory requirements regarding the purchase of K-12 instructional materials to certify compliance with *Education Code* Section 60422(a) and *California Code of Regulation* (CCR), Title 5, Section 9531, pursuant to the Instructional Materials Funding Realignment Program (IMFRP).

SUPERINTENDENT'S RECOMMENDATION:

ADOPT Resolution No. 201920-04 Regarding Sufficiency of Instructional Materials.

DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 201920-04

SUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the governing board of the Downey Unified School District, in order to comply with the requirements of Education Code Sections 60119 held a public hearing on Tuesday, October 8, at 5 o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours; and

WHEREAS, the governing board provided at least ten days notice of the public hearing posted in at least three public places within the district that stated the time, place and purpose of the hearing; and

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district; and

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home: and

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, consistent with the cycles and content of the curriculum frameworks; and

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes; and

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive,

THEREFORE, it is resolved that for the 2019-20 school year, the Downey Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED this 8th day of October, 2019.

DOWNEY UNIFIED SCHOOL DISTRICT

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S	ignature of	Preside	nt of th	e Board o	of Educat	ion
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DOWNEY UNIFIED SCHOOL DISTRICT

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Resolution No. 201920-05

RESOLUTION IN SUPPORT OF CHARACTER COUNTS! WEEK OCTOBER 20-26, 2019

WHEREAS, young people will be the stewards of our communities, nation and world in critical times, and the present and future well-being of our society requires an involved, caring citizenry with good character;

WHEREAS, concerns about the character training of children have taken on a new sense of urgency as violence by and against youth threatens the physical and psychological well-being of the nation;

WHEREAS, more than ever, children need strong and constructive guidance from their families and their communities including schools, youth organizations, religious institutions and civic groups;

WHEREAS, the character of a nation is only as strong as the character of its individual citizens, and the public good benefits when young people learn that good character counts in personal relationships, in school, and in the workplace;

WHEREAS, scholars and educators agree that people do not automatically develop good character and, therefore, conscientious efforts must be made by youth-influencing institutions and individuals to help young people develop the essential traits and characteristics that comprise good character;

WHEREAS, character development is, first and foremost, an obligation of families, though efforts by faith communities, schools, and youth, civic and human service organizations also play a very important role in supporting family efforts by fostering and promoting good character;

WHEREAS, in July 1992, the Aspen Declaration was written by an eminent group of educators, youth leaders and ethics scholars for the purpose of articulating a coherent framework for character education appropriate to a diverse and pluralistic society;

WHEREAS, the Aspen Declaration states that "effective character education is based on core ethical values which form the foundation of democratic society" – trustworthiness, respect, responsibility, fairness, caring, and citizenship – and these "Six Pillars of Character" transcend cultural, religious, and socioeconomic differences;

WHEREAS, the Aspen Declaration states that "The character and conduct of our youth reflect the character and conduct of society; therefore, every adult has the

responsibility to teach and model the core ethical values and every social institution has the responsibility to promote the development of good character";

NOW, THEREFORE, The Downey Unified School District Board of Education hereby endorses the "Six Pillars of Character" and urges all employees to seek out opportunities to emphasize these core ethical values in their work with young people, and we encourage all citizens, corporate and individual, to model these traits of good character in an ongoing commitment to promote character development and ethical behavior in the youth of our community, and;

FURTHER, the Downey Unified School District declares the week commencing the third Sunday in October as CHARACTER COUNTS! Week, and calls on the people of Downey and interested groups to embrace these Six Pillars of Character and observe that week with appropriate ceremonies and activities.

PASSED AND ADOPTED by the Governing Board this 8th Day of October, 2019.

BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT

Nancy A. Swenson
President of the Governing Board

DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE:

October 8, 2019

TO:

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

FROM:

Wayne Shannon, Ed.D., Assistant Superintendent, Elementary Roger Brossmer, Ed.D., Assistant Superintendent, Secondary

SUBJECT:

APPROVAL OF CERTIFICATION OF PROVISION OF STANDARDS-

ALIGNED INSTRUCTIONAL MATERIALS

ACTION ITEM

The California Department of Education requires each school district to certify that each pupil in the district, in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas: History/Social Science, Mathematics, Reading/Language Arts, and Science. For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by *CCR*, *Title 5*, Section 9531. For students in grades 9-12, the instructional materials were adopted following district review of the materials and their alignment with state content standards as required by *CCR*, *Title 5*, Section 9531.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Certification of Provision of Standards-Aligned Instructional Materials.

Certification of Provision of Standards-Aligned Instructional Materials

FOR FISCAL YEAR 2019-20

Los Angeles County 19-64451 / Downey Unified School District

The governing board of the Downey Unified School District hereby certifies that as of this date, each pupil in the district, in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas: History/Social Science, Mathematics, Reading/Language Arts, and Science.

For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by the California Code of Regulations, Title 5, Section 9531.

For students in grades 9-12, the instructional materials were adopted by the local governing board following district review of the materials and their alignment with state content standards as required by the California Code of Regulations, Title 5, Section 9531.

Certification was approved by the governing board at a public meeting on October 8, 2019.

Downey Unified School District/19-64451	October 8, 2019
School District/CDS Code	Governing Board Public Hearing Date
John A. Garcia, Jr., Ph.D., Superintendent School District or County Superintendent's Name (print)	
Signature of District Superintendent	Date
Wayne Shannon, Ed.D., Elementary	(562) 469-6561
Contact Person	Telephone Number
Roger Brossmer, Ed.D., Secondary Contact Person	(562) 469-6551
Contact Person	Telephone Number

DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources / Personnel Commission

DATE:

October 8, 2019

TO:

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

FROM:

Pam Martinez, President, C.S.E.A. Chapter 248

Prepared by: BethAnn Arko, Director, Classified Human Resources

SUBJECT: APPOINTMENT OF MEMBER TO THE PERSONNEL COMMISSION

ACTION ITEM

The Executive Board of C.S.E.A. Chapter 248 has submitted for appointment Ms. Angelita Rademaker as the Association's nominee to the Personnel Commission.

Please submit for action by the Board of Education, Ms. Angelita Rademaker as the Association's nominee effective December 1, 2019.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the appointment of C.S.E.A.'s nominee, Ms. Angelita Rademaker, to the Downey Unified School District Personnel Commission effective December 1, 2019, in accordance with Education Code 45246.

Downey Unified School District CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE MAR 4141

Credit for placement upon the administrators' salary schedule is based upon an assessment of teaching and administrative experience. District employees receiving promotions will be positioned upon the appropriate salary step which will allow for a per diem rate not less than the amount they would have received had they continued in their former position. Longevity increments shall not be included in computing per diem rates.

Administrative and Program Specialist Salary Schedule

Range		Work Days
100	Program Specialist	195
101	Elementary School Vice Principal	195
102	Middle School Vice Principal	201
104	High School Vice Principal	210
104	Continuation High School Assistant Principal	210
105	Program Administrator	215
105	Adult School Vice Principal	215
106	Adult School Assistant Principal	210
107	Coordinator II - Early Education/Extended Programs	210
107	High School Assistant Principal	210
107	Elementary School Principal	210
108	Continuation High School Principal	210
108	Middle School Principal	210
109	Adult School Principal	223
109	Assistant Director	223
110	Director	223
110	Director/Principal	223
111	High School Principal	223
112	Administrator	223
114	Senior Director	223

Downey Unified School District CERTIFICATED HUMAN RESOURCES

SALARY	SCHEDUL	Ę					MAR 4141
ADMINISTRATORS AND PROGRAM SPECIALISTS							
(Effective September 10, 2019)							
	CONTRACT	-					
RANGE	<u>DAYS</u>	<u>POSITION</u>	A(001)	B(002)	C(003)	D(004)	<u>F(005)</u>
100	195	Program Specialist	\$102,012 (523.14)	\$104,095 (533.82)	\$106,219 (544.71)	\$108,386 (555.83)	\$110,597 (567.16)
101	195	Elementary Vice Principal	\$111,516 (571.88)	\$113,746 (583.31)	\$116,021 (594.98)	\$118,342 (606.88)	\$120,709 (619.02)
102	201	Middle School Vice Principal	\$116,286 (578.54)	\$118,612 (590.11)	\$120,984 (601.91)	\$123,403 (613.95)	\$125,871 (626.22)
104	210	H.S. Vice Prin. / Cont. H.S. Asst. Principal	\$122,490 (583.29)	\$124,938 (594.94)	\$127,438 (606.85)	\$129,987 (618.99)	\$132,586 (631.36)
105	215	Program Admin. / Adult Vice Prin.	\$125,597 (584.17)	\$128,109 (595.86)	\$130,672 (607.78)	\$133,285 (619.93)	\$135,951 (632.33)
106	220	Adult School Asst. Principal	\$131,817 (599.17)	\$134,454 (611.15)	\$137,143 (623.38)	\$139,885 (635.84)	\$142,683 (648.56)
107	210	Coordinator II- Early Ed. / H.S. Asst. Prin. / Elem. Principal	\$129,062 (614.58)	\$131,643 (626.87)	\$134,276 (639.41)	\$136,962 (652.20)	\$139,701 (665.24)
108	210	M.S./Cont. Principal	\$131,304 (625.26)	\$133,931 (637.77)	\$136,610 (650.52)	\$139,341 (663.53)	\$142,129 (676.80)
109	223	Adult Principal / Asst. Director	\$141,640 (635.16)	\$144,473 (647.86)	\$147,362 (660.82)	\$150,310 (674.04)	\$153,317 (687.52)
110	223	Director Director/Principal	\$145,386 (651.96)	\$148,292 (664.99)	\$151,258 (678.29)	\$154,284 (691.86)	\$157,370 (705.70)
111	223	H.S. Principal	\$147,658 (662.14)	\$150,611 (675.38)	\$153,622 (688.89)	\$156,696 (702.67)	\$159,829 (716.72)
112	223	Administrator	\$137,052 (614.58)	\$139,792 (626.87)	\$142,587 (639.40)	\$137,093 (614.77)	\$148,348 (665.24)
114	223	Senior Director	\$152,649 (684.52)	\$155,702 (698.22)	\$158,816 (712.18)	\$161,992 (726.42)	\$165,232 (740.95)

Doctorate: \$2,738

Longevity:

After the 18th Year of Service - \$900 After the 23rd Year of Service - \$1,800 After the 28th Year of Service - \$2,700

2 of 2

Approved: 12/15/09, 2/16/10, 7/26/11, 6/25/13, 5/6/14, 6/3/14, 6/24/14, 4/21/15, 6/23/15, 7/15/15, 4/19/16, 7/12/16, 10/10/17,10/16/18, 410

TENTATIVE AGREEMENT BETWEEN DOWNEY UNIFIED BOARD OF EDUCATION AND DOWNEY EDUCATION ASSOCIATION (DEA) FOR

MASTER AGREEMENT AUGUST 1, 2018 Through JULY 31, 2021

Effective August 1, 2019

APPENDIX A ~ AR 4141

SALARY SCHEDULE/RATES PROVISIONS

CHANGE:

The District shall provide a 1.75% salary increase to all rates and stipends and other areas of compensation as delineated in the Collective Bargaining Agreement.

ARTICLE IV ~ DEFINITIONS

ADD TO READ:

"Combination Class Teacher"

The unit member with the most seniority will have the first choice to accept/decline a general education combination class. After a teacher has served as a general education combination class teacher, additional assignments may be offered to the next teacher in seniority ranking to provide equity to all permanent general education teachers who choose to be considered for a general education combination class teacher. A current satisfactory evaluation or regular teacher performance is required to be a general education combination class teacher (examples: no U, TIP recommendation or TIP Participation; except in case of self-referral). A teacher whom is not teaching due to an extended absence or leave, shall not be entitled to earn the additional pay of \$7,500 during their absence.

ARTICLE XII PSYCHOLOGISTS

CHANGE TO READ:

Psychologists shall be covered by all Articles of the Agreement with the exception of Article IX - Hours Employment, Article XII - Class Size, and Article XVII - Transfers.

Psychologist hours of employment shall be eight (8) hours per day including a thirty-five (35) minute, *duty free, uninterrupted*, lunch period, *including passing time*. The length of the psychologist's workday shall be structured and directed on an equitable basis by the immediate administrator. The Psychologist's day starts thirty (30) minutes before the start of the school day. Except when they are required to provide support to school sites or district within the scope of their essential functions that may extend beyond the eight (8) hour workday when deemed necessary by the principal or designee for the safety and well-being of students. If an emergency mental health issue arises, the psychologist will stay until a member of the DUSD Mental Health Team arrives.

Psychologists will be evaluated by the Special Education Director with input from the site administrator using existing Ddistrict evaluation forms.

The psychologist 195 192 day work year will reflect a teacher work year inclusive of 185 days. The ten-(10) seven (7) additional days must be exhausted within the period of ten-(10) working days immediately preceding the opening or closing of the school year, through the conclusion of summer school/Extended School Year. Any other arrangements for assignment must be made by joint decision of the site administrator or designee and the individual, with the approval of the Assistant Superintendent of Educational Services or designee. If there is a need for additional psychologist support which is outside of their work year, the site administrator shall ask the psychologists assigned to the site to provide this additional support. Should an insufficient number of psychologists volunteer, all psychologists shall be placed on a seniority based rotation schedule that equitably distributes the required services. These individuals shall be paid at their per diem rate.

ARTICLE XIII ~ CLASS SIZE

CHANGE TO READ:

The District shall utilize the following staffing ratios for the allocation of classroom teachers to a school:

The District will staff Transitional Kindergarten and Kindergarten at 1:25.

One, two one-and-one-half (1-1/2)-hour paid position per Transitional Kindergarten and Kindergarten teacher will be assigned each workday to provide instructional support in the classroom.

Transitional Kindergarten and Kindergarten (TK) teachers will be paid a stipend of \$165.00 per month or any portion thereof-commencing after the fifteenth (15th) student-school-day for each additional student above the negotiated cap; no teacher shall exceed two (2) additional students.

The unit member with the most seniority will have the first choice to accept/decline the additional student. Once a unit member accepts an additional student, any other additional student will be offered to the next most senior unit member. If declined, the choice will be offered to the next most senior unit member. If no unit member accepts the additional student, then the student will be placed in the least senior unit member's class on a rotating basis.

The District will staff Grades 1 – 3 at 1:27. at the beginning of the year, but may place up to 30 pupils in a classroom if the need arises due to increased enrollment. Teachers will be paid a stipend of \$165.00 per month or any portion thereof for each additional student above the negotiated cap; no teacher shall exceed three (3) additional students.

The District will staff Grades 4 – 5 at 1:34. (no classroom shall exceed 34 students) Teachers will be paid a stipend of \$165.00 per month or any portion thereof for each additional student above the negotiated cap; no teacher shall exceed two (2) additional students.

- 4-5 teachers will be paid a stipend of \$165.00 per month or any portion thereofcommencing after the fifteenth (15th) student-school day for each additional studentabove the negotiated cap; no teacher shall exceed two additional students.
- ☐ The unit member with the most seniority will have the first choice to accept/decline the additional student. Once a unit member accepts an additional student, any other additional student will be offered to the next most senior unit member. If declined, the choice will be offered to the next most senior unit member. No-teacher will be required to take an additional student over the negotiated cap.

(6-12 Grades Only):

Grades 6 - 12: 1:34 pupil contacts per period (PCPP) Exceptions to this provision shall be classes in physical education, typing, music, and driver education.

Combined class averages assigned to an individual classroom teacher, except classes in physical education, music, typing, and driver education, shall not exceed the PCPP by more than 10%, and no single class shall exceed the PCPP by more than 20% in the event the classroom teacher's average class size is significantly low due to assignment of a low enrollment class(es).

If the application of the above ratios results in a fraction of half (.5) or more at the beginning of the second school month, an additional classroom teacher position shall be allocated, and/or an extra period assigned.

Nurses, librarians, resource teachers, counselors, special education teachers, non-unit members, and other non-classroom assigned unit members shall not be utilized in the

computation or application of the above staffing ratios.

Special Education classes shall not exceed the requirements of the Education and Administrative Code. One (1) day substitute coverage shall be provided each semester for Special Day Class teachers to assist them in completing student IEP forms.

Special Education Teachers will be paid a stipend of \$165.00 per month or any portion thereof for the following:

Social Behavioral Class:

Early Childhood, Elementary, Middle and High – after the 10th student

Basic Skills Class:

Early Childhood and Elementary – after the 10th student Middle and High School – after the 12th student

Life Skills Class:

Early Childhood, Elementary, Middle and High – after the 10th student

Special Day Class:

Early Childhood – after the 12th student Elementary – after the 14th student

Special Day Class (self-contained): High School - after the 18th student

Special Day Class (emotionally disturbed): High School – after the 10th student

ARTICLE XIV ~ EVALUATION PROCEDURES

CHANGE TO READ:

Frequency of Evaluation:

To provide an orderly procedure for the ongoing process of improving instruction, evaluations for counselors, librarians, nurses, psychologists, speech and language pathologists and teachers, shall be conducted according to the following schedule:

- 1. Temporary teachers at least once every three years
- 2. Probationary and Intern teachers at least once a year

3. Permanent teachers at least once every three (3) years. At least every five (5) years for teachers with permanent status who have been employed at least ten (10) years with the District, are highly qualified and whose previous evaluations rated the teacher as meeting or exceeding standards and if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

APPENDIX G ~ TIP PANEL

CHANGE TO READ:

Definition of Terms:

Teacher Intervention Program (TIP) Panel: The TIP Panel shall be comprised of seven (7) members, the majority of who shall be teachers or a teacher who has retired within the last two years.

Mentor Teacher: A Mentor Teacher is a teacher *or a teacher who has retired within the last two years* who coaches Induction Teachers weekly and follows the Mentor Teacher Agreement.

Teacher Intervention Program (TIP) Panel:

CHANGE TO READ:

A. The TIP Panel shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers *or a teacher who has retired within the last two years* who are chosen to serve by the Association. The District shall choose the administrators of the Joint Panel. Consensus is the preferred decision-making model. However, when consensus cannot be reached, a simple majority is needed for all decisions related exclusively to the PAR Program and five (5) votes shall be required for all other decisions.

Participating Teachers:

CHANGE TO READ:

C. Consulting Teachers

Submission of two (2) references from individuals with specific knowledge of his or her expertise as follows:

Reference from a building principal or immediate supervisor.

A reference from another classroom teacher.

All applications and references shall be treated with confidentiality. Consulting Teachers shall be selected by the TIP Panel.

The Term of the consulting teacher shall be four (4) years and a teacher may not serve in the position for more than one (1) term. For the initial year of implementation, terms will be staggered at three (3) and four (4) years. The Lead Consulting Teacher may serve up to a seven (7) year term.

ARTICLE XVII ~ TRANSFERS

CHANGE TO READ:

C. Involuntary Transfers or Reassignments:

- 4. Except for transfer for reasons 1(d) and 1(e) above, when an involuntary transfer is deemed necessary, then the following shall occur:
 - a. Volunteers will be sought before utilizing involuntary transfer
 - b. The teacher(s) under consideration for involuntary transfer shall be notified
 - c. Within five (5) working days of the notification, the unit member may request and will be granted a meeting with the Superintendent or his/her designee to discuss and consider alternatives to the proposed transfer. Upon written request, the teacher shall receive written reasons for the transfer. Such requests shall be made within five (5) workdays of receipt of the request.
 - d. All unit members being involuntarily transferred shall have first preference for available vacancies *for which they are properly credentialed*. When a choice of vacancy is possible, teachers may indicate an order of preference.

Downey Unified School District CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS

AR 4141

Column Requirements

Classification B – Regular and/or Provisional California credentials and a Bachelor's Degree valid for the level or subject area taught.

Regular California Credential and/or Provisional California Credential and a Bachelor's Degree, with less than 30 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree.

- Classification C Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, plus 30 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree or a Master's Degree or, effective 9/1/02, new hires only with a valid basic credential.
- Classification D Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, plus 45 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree, or a Master's Degree plus 15 semester units of upper division or graduate work from an accredited teacher training institution taken after the receipt of the Master's Degree.
- Classification E Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, plus 60 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Bachelor's Degree, or the Master's Degree plus 30 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Master's Degree.

Downey Unified School District CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Column Requirements - continued

Classification F -

Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree plus 75 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of the Bachelor's Degree, or Master's Degree plus 45 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Master's Degree.

Initial Placement

1. Public School Experience

Commencing with the 1985-86 school year, prior public and private school experience shall be credited on a year-to-year basis. A school year shall be defined as 75 percent of the teaching days within each year. A long-term substitute certificated employee, who qualified with respect to the required number of days constituting a school year, may receive credit on the schedule in the same manner as a regular teacher. Teachers are "rated in" only upon initial employment. Should a revision occur in credited experience, it shall not become retroactive for those employed during a school year previous to the revision.

2. Other Public and Private Schools

Experience related to the position which is to be assigned shall be credited on a year-to-year basis. A school year shall be defined as 75 percent of the teaching days within each year. A long-term substitute teacher, who qualified with respect to the required number of days constituting a school year, may receive credit on the schedule in the same manner as a regular teacher.

3. Postgraduate Course Work Taken as Undergraduate

Course work listed by an accredited college or university as postgraduate credit on a teacher's transcript shall be counted by the District as credits earned beyond the attainment of a four-year degree, if those units were not applied toward the attainment of the four-year degree.

Downey Unified School District CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

Initial Placement - continued

4. Military Experience

No credit is provided.

5. Vocational Experience

Credit will be allowed for experience in the area of assignment on basis of one step for each two years of experience not to exceed the fifth (5th) step of the salary schedule.

6. Provisionally Credentialed Teacher

Classification shall be restricted to placement on Column B of the salary schedule until eligibility for a regular type credential has been verified. Column reclassification shall be given as provided under reclassification provisions.

New teachers shall be rated in upon the salary schedule based upon experience and units earned prior to the first day of service with the Downey Unified School District.

Salary Reclassification for Additional Course Work/Column Advancement

Credit for hours/units of course work completed for salary reclassification purposes shall be granted once the unit member has provided the Certificated Human Resources Office with the appropriate documentation to verify such course work. The salary reclassification shall be effective for the next pay period immediately following the submission of the required documentation provided that such course work satisfies the requirements established in Appendix A, subsection Advance in Classification. There shall be no limit on the number of hours a unit member may acquire for salary reclassification purposes in any given school year. For the purpose of salary reclassification one-quarter unit equals two-thirds of a semester unit.

Downey Unified School District CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Verification:

Official Transcripts verifying course work for reclassification must be on file in the Certificated Human Resources Office before reclassification can occur. Transcripts bearing the university/college official seal and registrar's signature, or grade reports/credit certificates bearing the university/college official seal and registrar's signature, may be submitted as verification of completed course work. The responsibility for seeing that verification of course work completed is received by the Certificated Human Resources Office rests entirely with the teacher. There will be no retroactive pay given for work completed before verification is received.

Leave of Absence:

Teachers returning from leave of absence without pay shall be placed upon the appropriate salary step which they had earned prior to their departure for leave. In cases of sabbatical leave or leaves where the teacher received pay, the teacher shall receive the normal increment as though he/she had not been on leave.

Advance in Step:

A one (1) step advancement on the salary schedule each school year is contingent upon the performance of contracted services for at least 75 percent of the days in which schools are in session, and if a step rate is provided for on the appropriate column of the salary schedule.

Advance in Classification:

Teachers may advance from one classification of the salary schedule to another after initial rating in, if the following criteria are met:

- 1. All course work shall have a grade of "C" or better.
- 2. All course work shall be Graduate or upper division level from an accredited teacher training institution in the areas listed below:

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Advance in Classification - continued

Category A

Anthropology History

Art Appreciation Mathematics

Bilingual Education Music Appreciation

Business Administration

Computer Science/Data Processing*

Economics

Education

Philosophy
Psychology
Police Science
Political Science

Education Political Science
English Reading
Environmental Studies Science

Ethnic Studies Sociology
Foreign Language Speech

Geography

Category B

(May be taken only by those certificated personnel teaching in that subject.)

Art (except Art Appreciation)

Aviation

Ceramics

Industrial Studies

Jewelry Making

Journalism

Dramatics * Music (except Music Appreciation)

Handicrafts Photography
Health Physical Education

Home Economics Typing

- 3.. An accredited teacher training institution is defined as all those institutions for teacher training accredited by any of the following Associations:
 - a. New England Association of Colleges and Secondary Schools, Commission on Institutions of Higher Education

^{*}Lower division work is acceptable.

Downey Unified School District CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Advance in Classification - continued

- b. Middle States Association of College and Secondary Schools, Commission on High Education
- c. North Central Association of Colleges and Secondary Schools, Commission of Institutions of Higher Education
- d. Northwest Association of Secondary and Higher Schools, Commission on Higher Schools
- e. Southern Association of Colleges and Schools, Commission on Colleges
- f. Western Association of School and Colleges, Accrediting Commission for Senior Colleges and Universities and Accrediting Commission for Junior Colleges and Universities outside the United States are considered accredited only for those units acceptable for credit transferable to the teacher training program of the University of California or State Universities.
- 4. Unless course work is in Category A or appropriate to Category B prior approval must be obtained from the Assistant Superintendent, Certificated Human Resources if District credit is to be granted.
- 5. Repeat courses shall require the prior approval of the Assistant Superintendent, Certificated Human Resources.
- 6. Lower division courses with credit transferable to the University of California or to the State universities taken from Categories A or B or on a planned program shall require the prior approval of the Assistant Superintendent, Certificated Human Resources. Salary credit shall not be granted until the completion of the planned program which was given prior approval.
- 7. In order to receive Master's and Doctorate degree bonuses, Master's and Doctorate degrees must be earned from an accredited teacher training institution and units must be acceptable to the University of California or State universities granting the degree.

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

District Longevity Increments:

The first longevity increment will occur on year 15; the second increment on year 21; the third increment on year 26, and the fourth increment on year 30.

Claims for Money or Damages:

Any claim against the School District for money or damages, for fees, salaries, wages, mileage or other expenses and allowances, or for money or damages which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the government Code of California.

Downey Unified School District CERTIFICATED HUMAN RESOURCES

AR 4141 BASIC TEACHER'S SALARY SCHEDULE 2019-20

Effective August 1, 2019

Per new CalSTRS regulations, you may also refer to the new version of the salary schedules on our District website @ www.dusd.net - Employee Resources, Salary Schedules (Certificated Employees).

•	-	BA + 30 or MA Or			
		Prel. Cred.	BA + 45 Or	BA + 60 Or	BA + 75 Or
	ВА	Or Cred.	MA + 15	MA + 30	MA + 45
·	 -				
<u>STEPS</u>	<u>B</u>	<u>C</u>	<u>, D</u>	<u>E</u>	<u>E</u>
l	\$ 57,669	\$ 61,950	\$66,234	\$70,505	\$74,785
1	\$58,678	\$63,034	\$67,393	\$71,739	<i>\$76,094</i>
	\$ 59,808	\$ 64,085	\$68 , 365	\$72,637	\$76,912
2	\$60,855	\$65,206	\$69,561	<i>\$73,908</i>	\$78,258
	\$ 61,941	\$ 66,215	\$70,491	\$74,776	\$79,051
3	\$63,025	<i>\$67,374</i>	<i>\$71,725</i>	<i>\$76,085</i>	\$80,434
ļ	\$64,068	\$68,351	\$72,62 8	\$76,904	\$ 81,183
4	\$65,189	<i>\$69,547</i>	<i>\$73,899</i>	<i>\$78,250</i>	\$82,604
ļ	\$66,206	\$70,484	\$74,756	\$79,041	\$ 83,320
5	\$67,365	\$71,717	<i>\$76,064</i>	\$80,424	\$84,778
	\$68 <mark>,338</mark>	\$72,621	\$76,896	\$81,171	\$85,451
6	\$69,534	\$73,892	\$78,242	\$82,591	\$86,946
		\$74 ,750	\$ 79,031	\$83 ,29 9	\$8 7,583
7		\$76,058	\$80,414	\$84,757	\$89,116
	•	\$76,882	\$ 81,159	\$85,434	\$89,718
8		\$78,227	\$82,579	\$86,929	\$91,288
9			\$83,290	\$87,577	\$91,850
			\$84,748	\$89,110	\$93,457
10			\$86,399	\$90,680	\$ 94,949
			\$87,911	\$92,267	\$96,611
			\$93,022	\$97,306	\$101,576
15			94,650	\$99,009	\$103,354
		***	\$97,300	\$101,563	\$107,374
21			\$99,003	\$103,340	\$109,253
			\$100,137	\$105,627	\$112,585
26			\$101,889	\$107,475	\$114,555
	 		4101,000	\$109,997	\$ 118,049
00				\$111,922	\$120,115
30				9111,522	\$120,110

MASTER'S or DOCTORATE:

Columns C, D, E, or F \$437 **\$445** for earned Master's degree \$868 **\$2738** for earned Doctorate degree

The number of years teaching in the Downey Unified School District plus any years teaching experience credited by the district determines step placement.

<u>Maximum rating in</u>: the number of years of teaching experience and by the number of upper division graduate level units completed after the date of the Bachelor's degree.

Approved:

Downey Unified School District CERTIFICATED HUMAN RESOURCES

PSYCHOLOGIST SALARY SCHEDULE ~ P (195 192 CONTRACT DAYS)

Effective July, 2018 August 1, 2019

STEP 1 ~ \$101,765 **\$103,546**

STEP 2 ~ \$103,842 \$105,659

STEP 3 ~ \$105,961 **\$107,815**

STEP 4 ~ \$108,123 \$110,015

STEP 5 ~ \$110,329 \$112,260

STEP 10 ~ \$113,639 \$115,628

STEP 15 ~ \$117,048 \$119,096

STEP 20 ~ \$120,559 \$122,669

STEP 25 ~ \$124,176 *\$126,349*

Doctorate:

\$2,731 *\$2,738*

Head Psychologist

\$3,020

Downey Unified School District CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries

1. Counselors:

Responsibility factor added to basic salary:

1st Year - \$4,866 \$4,952 2nd Year - \$4,966 \$5,053 3rd Year - \$5,066 \$5,155 4th Year - \$5,166 \$5,257 5th Year - \$5,266 \$5,359

1a. Counselor Hourly Rate: \$54.06 \$55.00

2. Adult School / CTE Hourly Rate:

Step 1 - \$45.78 \$46.59 per hour Step 2 - \$46.78 \$47.60 per hour Step 3 - \$47.84 \$48.68 per hour Step 4 - \$48.75 \$49.61 per hour Step 5 - \$49.72 \$50.60 per hour

3. Other Hourly:

ALL EXTRA-DUTY SHALL BE PAID AT THE RATE OF \$36.67-\$37.30 PER HOUR.

Qualified unit members who request to be appointed to work in the Driver Training Program shall be appointed prior to the District seeking non unit members to perform these duties. Notices of vacancies in the Driver Training Program shall be posted in each school as these vacancies become known.

4. Extra Period Assignment:

18 percent of Basic salary rate (Refer to Article IX - T. # 1).

5. Department Head:

Any teacher appointed or elected, whichever is consistent with past practice at the school site, as a Department Head shall be paid a base amount plus an additional amount per each period supervised, including his/her own assignment.

Base Amount Additional Amount \$321.75 \$327.38 \$-24.49 \$ 24.92

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

6. Summer School Hourly Rate:

Elementary	\$57.65 <i>\$58.66</i>
Middle & High School	\$ 57.65 \$58.66
Speech-Language Pathologist	\$ 67.65 \$68.83

Qualified unit members who request to be appointed to the following extra duty assignments shall be appointed prior to the District seeking non-unit members to perform these duties. Notices of vacancies in these extra duty assignment positions shall be posted in each school as these vacancies become known.

7. Induction Mentor Teacher	\$1850 \$1,882
8. TIP Consulting Teacher	\$5651 \$5,750
9. TIP Consulting Teacher Coordinator	\$1610 <i>\$1,638</i>
10. TIP Panel Member	\$4624 \$4,705
11. Robotics Coach (MS/HS)	\$1558 \$1,585
12. Skills USA Site Coordinator (HS)	\$4195 \$4,268
13. Skills USA Advisor	\$ 1558 \$1,585
14. Skills USA Advisor (Nationals)	\$1558 \$1,585
15. Psychologist Lead (to be voted on annually by the Psychologis	\$3020 \$3,073 sts by June 1, for the following year)
16. Psychologist Intern Supervisor	\$1,610
17. SLP-Lead-Teacher SLP Lead	\$ 1610 <i>\$3,073</i>
	, , , , , , , , , , , , , , , , , , ,
18. SLP Mentor (for 5 th year students)	\$ 1610 \$1,638

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

20. Technology Teacher Leaders:

Elementary	\$ 2513 <i>\$2,557</i>
Middle & High School	\$ 2513 <i>\$2,557</i>

21. PLC/Grade Level Lead Teacher:

Elementary \$1610 \$1,638

TK/K -5 schools (1 per grade level ~ 6 total) TK/K -3 schools (1 per grade level ~ 4 total) 4-5 school (3 per grade level ~ 6 total)

22. PLC Lead Core Teacher:

Middle & High School \$1610 \$1,638 English / Math / Social Science / Science (4 per core subject) for a total of ~ 16

High School Only: LOTE (4) / VPA (1) for a total of ~ 46 21 total)

23. AVID Site Coordinator:

Elementary School	\$1567 \$1,594
Middle School	\$2797 \$2,846
High School	\$4195 <i>\$4,268</i>

24. HIGH SCHOOL:

Yearbook	\$3997 <i>\$4,067</i>
Band	\$4716 <i>\$4,799</i>
Choral	\$3106 <i>\$3,160</i>
Cheer/Drill Team	\$34 73 <i>\$3,534</i>
Drama	\$3119 <i>\$3,174</i>
Newspaper	\$3514 <i>\$3,575</i>
Pep Squad	\$34 73 <i>\$3,534</i>
Assistant Pep Squad	\$ 2682 <i>\$2,729</i>
Competitive Dance Team	\$ 3380 <i>\$3,439</i>
Competitive Cheer	\$3,439
Competitive Cheer Team	\$3380 <i>\$3,439</i>
Student Activity Director	\$ 7719 \$7,854
Link Crew	\$2411 <i>\$2,453</i>

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

25. CONTINUATION HIGH SCHOOL:

3,534
•

26. MIDDLE SCHOOL:

Yearbook	\$ 1558 \$1,585
Drama	\$1558 <i>\$1,585</i>
Band '	\$1558 \$1,585
Marching Band	\$1677 \$1,706
Student Council Advisor	\$1527 \$1,554
W.E.B.	\$1527 \$1,554
Choir	\$1527 <i>\$1,554</i>

27. ELEMENTARY SCHOOL:

One stipend per year shall be paid to one teacher at each elementary school as follows:

Carnival of Champions Coach	\$1360 <i>\$1,384</i>
Choir	\$-425 <i>\$ 432</i>
Student Council Advisor	\$1342 <i>\$1,365</i>

28. HIGH SCHOOL - ATHLETICS:

Athletic Director \$	7719 \$7,854
----------------------	--------------------------------

Baseball/Softball

Head	\$4 630 <i>\$4,711</i>
Assistant Varsity	\$ 2778 <i>\$2,827</i>
JV	\$3242 <i>\$3,299</i>
Frosh/Soph	\$2778 \$2,827

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued '

AR 4141

Other Certificated Salaries - continued

28. HIGH SCHOOL - ATHLETICS - continued

Basketball	A 4707 A 4 000
Head	\$4 737 \$4,820
Assistant Varsity	\$2842 \$2,892 \$3315 \$3,373
JV	\$2842 <i>\$2,892</i>
Frosh	₹204£ ₹ 2,03 2
Beach Volleyball	
Head	\$3157 <i>\$3,212</i>
One on Country it	
Cross Country* Head	\$3288 \$3,346
Assistant Varsity	\$1973 <i>\$2,008</i>
7 toblotant valony	4 . 6 . 6 . 7 . 7 . 9 . 9 . 9
Football*	A A
Head	\$5488 <i>\$5,584</i>
Assistant Varsity	\$3293 <i>\$3,351</i>
JV	\$4000 <i>\$4,070</i>
Frosh	\$ 3293 <i>\$3,351</i>
Golf	
Head	\$ 32 44 <i>\$3,301</i>
JV	\$2227 <i>\$2,266</i>
,	•
Lacrosse	00004 04 054
Head	\$3984 <i>\$4,054</i>
JV	\$271 4 \$2,761
Soccer	
Head	\$4283 \$4,358
JV	\$2997 \$3,049
Frosh	\$2529 <i>\$2,573</i>
	• • •
Swimming	
Head	\$3244 <i>\$3,301</i>
JV	\$222 4 <i>\$2,325</i>

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

28. HIGH SCHOOL - ATHLETICS - continued

<u>Tennis</u> Head . JV	\$3414 <i>\$3,569</i> \$2285 <i>\$2,621</i>
<u>Track</u> Head Assistant Frosh	\$4237 \$4,430 \$2543 \$2,659 \$2689 \$2,811
<u>Volleyball</u> Varsity JV Frosh	\$3909 <i>\$3,977</i> \$2735 <i>\$2,783</i> \$2345 <i>\$2,386</i>
Water Polo* Head JV Frosh	\$3392 \$3,451 \$2374 \$2,416 \$2035 \$2,071
Wrestling Head JV Frosh	\$4 180 <i>\$3,451</i> \$ 2 945 <i>\$2,997</i> \$ 2 495 <i>\$2,539</i>
29. MIDDLE SCHOOL:	
Athletic Director Baseball/Softball Basketball A & B Cheer Advisor Football Soccer Track Volleyball	\$5607 \$5,705 \$1418 \$1,443 \$1418 \$1,443 \$1418 \$1,443 \$1418 \$1,443 \$1418 \$1,443 \$1418 \$1,443

^{*} Includes pre-school coaching pay

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

29. MIDDLE SCHOOL-continued:

Wrestling \$1418 **\$1,443**Intramural Sports \$-344 **\$ 350**

POST SEASON PLAY:

- A. Coaches assigned to team sports that qualify for post season competition will receive 0.8 units additional for each week in the playoffs.
- B. Coaches with individual sports will receive 0.5 units additional for each week in the playoffs.

The DUSD Board of Education shall not pay any athletic/coaching extra duty stipend amount to any member of the certificated employee bargaining unit that has not first been negotiated and included in Appendix A of this Agreement.

Additional Coaching Stipend Positions:

- A. Should the California Interscholastic Federation (CIF) include new and/or different sports from what is currently recognized by CIF for interscholastic competition and the District agrees to offer such sports programs to the students at one or both high schools, then such positions as necessary and required to coach such sports shall be added. The District and Association shall mutually agree to the stipends for such positions based on comparable stipends/duties as currently described and defined in Appendix A of the Master Collective Bargaining Agreement.
- B. In addition, should any existing sport offering be expanded to include new levels of competition that requires a distinct and separate team from those that are currently in existence, then, the District and the Association shall permit the positions necessary and required to support such teams. The District and the Association shall mutually agree to the stipends for such positions based on comparable stipends/duties as currently described and defined in Appendix A of the Master Collective Bargaining Agreement. This provision shall not be used to create additional positions for currently established teams and/or programs.

^{*} Includes pre-school coaching pay

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

ELEMENTARY SCHOOL - continued:

(i.e. – If a sport that only had a varsity level of competition was expanded to include JV or Freshmen/Sophomore competitive interscholastic teams, then additional coaching support stipends would be permissible.)

TK – 5 and SLP Certificated Bargaining Unit members shall receive an hourly stipend when serving as Administrative Designee during an Individualized Education Plan meeting held during their prep, during lunch and at the beginning or end of an instructional day.

Administrative Designee: \$57.23 \$58.23 per hour

Robotics Coach (Grades 3-5) shall receive an extra-duty hourly stipend of \$35.65 \$36.27 for up to 16 hours of coaching.

Categorical Resource Teacher: \$2,500 \$2,544 per year

Combination Class Teacher: \$7,500 \$7,631 per year

VOLUNTARY TEACHER SUPERVISION OF STUDENTS:

Supervision Rate: \$32.33 \$32.90 per hour

SUMMER STAFF DEVELOPMENT DAYS:

Attendance at all summer Staff Development Days shall be strictly voluntary. Teachers shall be paid at the rate of \$269.49 \$274.21 per each summer Staff Development Day less statutory benefits including Workers Compensation, SUI and Medicare, if applicable.

SPECIAL PROVISIONS:

An annual stipend of \$3020 \$3073 in addition to an extra ten (10) days per year shall be added to the Head Nurse position in order to accommodate the increase in duties and adjust the salary appropriately based on the per diem rate of pay of that individual.

CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

Speech-Language Pathologists (SLPs) entering the system who have prior public or private school experience, or experience in a hospital setting, that was provided under a valid teaching credential, shall be granted credit for this experience on a year-for-year basis for initial placement on the salary schedule. An annual extra duty stipend of \$5138 \$5,228 will be provided to each SLP, paid monthly.

This Tentative Agreement is conditional upon ratification by the DEA membership and approval of the Downey Unified School District Board of Education.

The parties agree that this Tentative Agreement resolves all negotiations for the 2019-20 school year.

Los Angeles County Office of Education Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:

Name of Bargaining Unit:

Certificated, Classified, Other:

Certificated

The proposed agreement covers the period beginning:

August 1, 2019

August 1, 2019

and ending:

June 30, 2020

The proposed agreement covers the period beginning: August 1, 2019 and ending: June 30, 20 (date)

The Governing Board will act upon this agreement on: October 8, 2019

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation	8 11	nent agreements only)							
	All Funds - Combined		ual Cost Prior to osed Settlement	Year 1 Increase/(Decrease) 2019-20			Year 2 ncrease/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22		
	Salary Schedule Including Step and Column	\$	110,272,200	\$	1,929,764	\$	-	\$	~	
					1.75%		0.00%		0.00%	
	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$	-	\$	-	\$	-	\$	-	
	Description of Other Compensation									
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$	22,274,900	\$	389,810.75	\$	_	\$	-	
					1.75%		0.00%		0.00%	
4.	Health/Welfare Plans									
5.	Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$	132,547,100	\$	2,319,574	\$	-	\$	-	
					1.75%		0.00%		0.00%	
6.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)		1,119.00						Object of the second	
7.	Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$	118,451	\$	2,073		\$ -	\$	-	
					1.75%		0.00%		0.00%	

Public Disclosure of Proposed Collective Bargaining Agreement

Downey Unified School District Downey Education Association (DEA)

8.	What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?
The	e current salary schedule AR 4141 for DEA shall reflect a 1.75% salary increase effective August 1, 2019.
9.	Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)
No	.
10	. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)
N/	'A.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?
If yes, please describe the cap amount.

Yes No X

N/A.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

All changes noted in article XIII Class Size (attached) and the addition of PLC lead stipends from 16 to 21 for comprehensive HS. The resulting increase cost of .25% is offset by savings of .25%, resulting in no additional cost to the District.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Potential higher class sizes and decrease in teacher professional development and/or collaboration.

Downey Unified School District Downey Education Association (DEA)

D.	What contingency language is included in the proposed agreement (e.g., reopeners, etc.)? None.
E.	Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc. None.
F.	Source of Funding for Proposed Agreement: 1. Current Year For the year 2019-20, LCFF General Fund Revenues and Adult Ed funding. In addition, the District is slowing down in spending by \$1.4 million in one-time reductions.
	2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?For the year 2020-21, the District will implement reductions in the amount of \$3 million consisting of reductions of teacher FTEs and support staff, professional development and site and department allocation.
	3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.) N/A.

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: Downey Education Association (DEA)

Bargai	ning Unit:					Column 3			Column 4	
	E		Column 1		Column 2 Adjustments as a		ther Revisions	Total Revised Budget (Columns 1+2+3)		
O			Latest Board- Approved Budget Before Settlement (As of October 8, 2019)		of Settlement inpensation)	(ag ar	reement support ad/or other unit agreement) plain on Page 4i			
EVENUES	-,									
	3010-8099	\$	227,380,422			\$	-	\$	227,380,422	
	3100-8299	\$	764,588			\$	-	\$	764,588	
	3300-8599	\$	4,138,368			\$	-	\$	4,138,368	
Compact Control of the Control of th	8600-8799	\$	1,706,160			\$	-	\$	1,706,160	
TOTAL REVENUES		\$	233,989,538			\$	-	\$	233,989,538	
EXPENDITURES	1000 1000	0	102,239,982	\$	1,512,365	\$	190,344	\$	103,942,691	
Certificated Salaries	1000-1999	\$			1,312,303			Φ.		
Classified Salaries	2000-2999	\$	18,882,616	\$	-			\$	18,882,616	
Employee Benefits	3000-3999	\$	48,296,179	\$	305,497	\$	(280,326)	\$	48,321,350	
Books and Supplies	4000-4999	\$	7,936,343			\$	710,000	\$	8,646,343	
Services and Other Operating Expenditures	5000-5999	\$	13,044,381			\$	-	\$	13,044,381	
Capital Outlay	6000-6999	\$	597,925			\$	+	\$	597,925	
Offici Outgo (excluding mandet costs)	7100-7299 7400-7499	\$	166,723			\$	-	\$	166,723	
Transfers of Indirect Costs	7300-7399	\$	(939,765)			\$	-	\$	(939,765	
TOTAL EXPENDITURES		\$	190,224,384	\$	1,817,862	\$	620,018	\$	192,662,264	
OTHER FINANCING SOURCES/USES										
	8900-8979			\$		\$	-	\$		
Transfers Out and Other Uses	7600-7699	\$	2,563,754	\$	-	\$	•	\$	2,563,754	
Contributions	8980-8999	\$	(45,669,190) \$	(427,881)	1	1,459,678	\$	(44,637,39)	
OPERATING SURPLUS (DEFICIT)*		\$	(4,467,790) \$	(2,245,743)	\$	839,660	\$	(5,873,87	
					er George					
BEGINNING FUND BALANCE	9791	\$	25,711,839					\$	25,711,839	
Audit Adjustments/Other Restatements	9793/9795	\$	-					\$		
ENDING FUND BALANCE		\$	21,244,049	\$	(2,245,743) \$	839,660	\$	19,837,96	
COMPONENTS OF ENDING FUND BALANG	CE:									
Nonspendable	9711-9719	\$	383,188	\$	-	\$	-	\$	383,18	
Restricted	9740									
Committed	9750-9760	\$	-	\$		\$		\$		
Assigned	9780	\$	2,566,511	\$	-	\$		\$	2,566,51	
Reserve for Economic Uncertainties	9789	\$	14,199,724	\$		\$		\$	14,199,72	
Unassigned/Unappropriated Amount	9790	\$	4,094,626	\$	(2,245,743	() \$	839,660	\$	2,688,54	

^{*}Net Increase (Decrease) in Fund Balance

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: Downey Education Association (DEA)

Barg	argaining Unit:					733	ociation (DE		C-1 4	
		Column 1			Adjustments as a Result of Settlement (compensation)		Column 3	Column 4 Total Revised		
							ther Revisions eement support d/or other unit agreement) slain on Page 4i	Budget (Columns 1+2+3		
REVENUES										
LCFF Revenue	8010-8099	\$	-			\$	-	\$	-	
Federal Revenue	8100-8299	\$	11,915,792			\$	-	\$	11,915,792	
Other State Revenue	8300-8599	\$	13,562,545			\$	1,459,678	\$	15,022,223	
Other Local Revenue	8600-8799	\$	19,280,958			\$	-	\$	19,280,958	
TOTAL REVENUES		\$	44,759,295			\$	1,459,678	\$	46,218,973	
EXPENDITURES										
Certificated Salaries	1000-1999	\$	26,942,193	\$	390,911	\$	-	\$	27,333,104	
Classified Salaries	2000-2999	\$	19,208,131	\$	•	\$	-	\$	19,208,131	
Employee Benefits	3000-3999	\$	30,609,020	\$	78,964	\$	-	\$	30,687,984	
Books and Supplies	4000-4999	\$	5,321,440			\$	(41,994)	\$	5,279,446	
Services and Other Operating Expenditures	5000-5999	\$	7,775,921			\$	*	\$	7,775,921	
Capital Outlay	6000-6999	\$	15,000			\$	-	\$	15,000	
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	-			\$	-	\$	I.	
Transfers of Indirect Costs	7300-7399	\$	294,958			\$	-	\$	294,958	
TOTAL EXPENDITURES		\$	90,166,663	\$	469,875	\$	(41,994)	\$	90,594,544	
OTHER FINANCING SOURCES/USES										
Transfers In and Other Sources	8900-8979	\$	-	\$	-	\$	-	\$	-	
Transfers Out and Other Uses	7600-7699	\$	1,320,000	\$	-	\$	-	\$	1,320,000	
Contributions	8980-8999	\$	45,669,190	\$	427,881	\$	(1,459,678)		44,637,393	
OPERATING SURPLUS (DEFICIT)*		\$	(1,058,178)	\$	(41,994)	\$	41,994	\$	(1,058,178	
									7,902,471	
BEGINNING FUND BALANCE	9791	\$	7,902,471					\$	7,902,471	
Audit Adjustments/Other Restatements	9793/9795	\$						\$	-	
ENDING FUND BALANCE		\$	6,844,293	\$	(41,994)	\$	41,994	\$	6,844,293	
COMPONENTS OF ENDING FUND BALAN								<u> </u>		
Nonspendable	9711-9719	\$		\$	•	\$	-	\$		
Restricted	9740	\$	6,844,293	\$	(41,994) \$	41,994	\$	6,844,293	
Committed	9750-9760									
Assigned Amounts	9780							<u> </u>		
Reserve for Economic Uncertainties	9789	No.		\$	-	\$	// -	\$	-	
Unassigned/Unappropriated Amount	9790	\$	0	\$	ounte in Col	\$	•	\$	(

*Net Increase (Decrease) in Fund Balance

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

Downey Education Association (DEA)

Da	irgaining Unit:		1.		ney Education					
	E (Column 1		Column 2		Column 3	Column 4		
			proved Budget fore Settlement s of October 8,	Res	djustments as a sult of Settlement compensation)	(ag ar	ther Revisions reement support d/or other unit agreement)		Total Revised Budget olumns 1+2+3)	
¥	Object Code		2019)			Ex	olain on Page 4i	305560000		
REVENUES										
LCFF Revenue	8010-8099	\$	227,380,422			\$	-	\$	227,380,422	
Federal Revenue	8100-8299	\$	12,680,380			\$	-	\$	12,680,380	
Other State Revenue	8300-8599	\$	17,700,913			\$	1,459,678	\$	19,160,591	
Other Local Revenue	8600-8799	\$	20,987,118			\$	-	\$	20,987,118	
TOTAL REVENUES		\$	278,748,833			\$	1,459,678	\$	280,208,511	
EXPENDITURES										
Certificated Salaries	1000-1999	\$	129,182,175	\$	1,903,276	\$	190,344	\$	131,275,795	
Classified Salaries	2000-2999	\$	38,090,747	\$	-	\$		\$	38,090,747	
Employee Benefits	3000-3999	\$	78,905,199	\$	384,461	\$	(280,326)	\$	79,009,334	
Books and Supplies	4000-4999	\$	13,257,783			\$	668,006	\$	13,925,789	
Services and Other Operating Expenditures	5000-5999	\$	20,820,302			\$		\$	20,820,302	
Capital Outlay	6000-6999	\$	612,925			\$	•	\$	612,925	
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	166,723			\$	-	\$	166,723	
Transfers of Indirect Costs	7300-7399	\$	(644,807)			\$	•	\$	(644,807)	
TOTAL EXPENDITURES		\$	280,391,047	\$	2,287,737	\$	578,024	\$	283,256,808	
OTHER FINANCING SOURCES/USES							25			
Transfer In and Other Sources	8900-8979	\$	-	\$	-	\$		\$	-	
Transfers Out and Other Uses	7600-7699	\$	3,883,754	\$	•	\$	•	\$	3,883,754	
Contributions	8980-8999	\$	•	\$	-	\$	•	\$	-	
OPERATING SURPLUS (DEFICIT)*		\$	(5,525,968)	\$	(2,287,737)	\$	881,654	\$	(6,932,051)	
					Company of the Company					
BEGINNING FUND BALANCE	9791	\$	33,614,311					\$	33,614,311	
Audit Adjustments/Other Restatements	9793/9795	\$	-					\$	-	
ENDING FUND BALANCE		\$	28,088,343	\$	(2,287,737)	\$	881,654	\$	26,682,260	
COMPONENTS OF ENDING FUND										
Nonspendable	9711-9719	\$	383,188	\$	=	\$	-	\$	383,188	
Restricted	9740	\$	6,844,293	\$	(41,994)		41,994	\$	6,844,293	
Committed	9750-9760	\$	•	\$		\$	-	\$	-	
Assigned	9780	\$	2,566,511	\$	-	\$	-	\$	2,566,511	
Reserve for Economic Uncertainties	9789	\$	14,199,724	\$	-	\$	-	\$	14,199,724	
Unassigned/Unappropriated Amount	9790	\$	4,094,627	\$	(2,245,743)	\$	839,660	\$	2,688,544	

*Net Increase (Decrease) in Fund Balance

Public Disclosure of Proposed Collective Bargaining Agreement

Downey Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Downey Education Association (DEA)

Barg	gaining Unit:		Downey Education Association (DEA)									
		(Column 1	Column 2			olumn 3	Column 4				
	В		Latest Board- Approved Budget Before Settlement (As of October 8, 2019)		Adjustments as a Result of Settlement (compensation)		er Revisions ment support or other unit greement) in on Page 4i	Total Revised Budget (Columns 1+2+3)				
REVENUES	object cours											
Federal Revenue	8100-8299	\$	2,429,522			\$	-	\$	2,429,522			
Other State Revenue	8300-8599	\$	1,754,478			\$	-	\$	1,754,478			
Other Local Revenue	8600-8799	\$	3,347,696			\$	-	\$	3,347,696			
TOTAL REVENUES		\$	7,531,696			\$	-	\$	7,531,696			
EXPENDITURES												
Certificated Salaries	1000-1999	\$	2,975,304	\$	26,488	\$	-	\$	3,001,792			
Classified Salaries	2000-2999	\$	1,067,594	\$	-	\$	-	\$	1,067,594			
Employee Benefits	3000-3999	\$	1,424,561	\$	5,350	\$	-	\$	1,429,911			
Books and Supplies	4000-4999	\$	333,420			\$	(31,838)	\$	301,582			
Services and Other Operating Expenditures	5000-5999	\$	2,474,473			\$	-	\$	2,474,473			
Capital Outlay	6000-6999	\$	5,000			\$	-	\$	5,000			
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	193,900			\$	-	\$	193,900			
Transfers of Indirect Costs	7300-7399	\$	-			\$	-	\$	-			
TOTAL EXPENDITURES		\$	8,474,252	\$	31,838	\$	(31,838)	\$	8,474,252			
OTHER FINANCING SOURCES/USES												
Transfers In and Other Sources	8900-8979	\$	1,000,000	\$	••	\$	-	\$	1,000,000			
Transfers Out and Other Uses	7600-7699	\$	-	\$	-	\$	-	\$				
OPERATING SURPLUS (DEFICIT)*		\$	57,444	\$	(31,838)	\$	31,838	\$	57,444			
	9791	\$	3,892,734				3000	\$	3,892,734			
BEGINNING FUND BALANCE	9793/9795	\$	3,672,754					\$				
Audit Adjustments/Other Restatements	717317173	\$	3,950,178	\$	(31,838)	\$	31,838	\$	3,950,178			
ENDING FUND BALANCE		ļ "	2,720,170		, -, 3- 3/							
COMPONENTS OF ENDING FUND BALAN				0		6		\$				
Nonspendable	9711-9719	\$		\$	4	\$	-	\$	294,702			
Restricted	9740	\$	294,702	\$	_	\$		\$	274,102			
Committed	9750-9760	\$	2 (55 400	\$	(31,842)	_	31,838	\$	3,655,476			
Assigned	9780	\$	3,655,480	\$	(31,842)	\$	31,030	\$	3,033,470			
Reserve for Economic Uncertainties	9789	\$	-	\$	-	\$		\$	(
Unassigned/Unappropriated Amount	9790	\$	0	\$	-	D	_	۳				

^{*}Net Increase (Decrease) in Fund Balance

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

Downey Education Association (DEA)

Bai	rgaining Unit:			Downey Education				
		Colun		Column 2	Column 3	Column 4		
	Object Code	Approved Before Set (As of Oc	Budget ttlement tober 8,	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)		
REVENUES					10 A			
Federal Revenue	8100-8299	\$	-		\$ -	\$ -		
Other State Revenue	8300-8599	\$	<u>+</u>		\$ -	\$ -		
Other Local Revenue	8600-8799	\$	-		\$ -	\$ -		
TOTAL REVENUES		\$	-		\$ -	\$ -		
EXPENDITURES								
Certificated Salaries	1000-1999	\$	•	\$ -	\$ -	\$ -		
Classified Salaries	2000-2999	\$		\$ -	\$ -	\$ -		
Employee Benefits	3000-3999	\$	-	\$ -	\$ -	\$ -		
Books and Supplies	4000-4999	\$	-		\$ -	\$ -		
Services and Other Operating Expenditures	5000-5999	\$	-		\$ -	\$ -		
Capital Outlay	6000-6999	\$	-		\$ -	\$ -		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	-	ti ann	\$ -	\$ -		
Transfers of Indirect Costs	7300-7399	\$) -		\$ -	\$ -		
TOTAL EXPENDITURES		\$	-	\$ -	\$ -	\$ -		
OTHER FINANCING SOURCES/USES		25.000						
Transfers In and Other Sources	8900-8979	\$	-	\$ -	\$ -	\$ -		
Transfers Out and Other Uses	7600-7699	\$	-	\$ -	\$ -	\$ -		
OPERATING SURPLUS (DEFICIT)*		\$		\$ -	\$ -	\$ -		
BEGINNING FUND BALANCE	9791	\$	-			\$ -		
Audit Adjustments/Other Restatements	9793/9795	\$	-			-		
ENDING FUND BALANCE		\$		\$ -	\$ -	\$ -		
COMPONENTS OF ENDING FUND BALAN	CE:							
Nonspendable	9711-9719	\$	-	\$ -	\$ -	\$ -		
Restricted	9740	\$	-	\$ -	\$ -	\$ -		
Committed	9750-9760	\$	-	\$ -	\$ -	\$ -		
Assigned	9780	\$	-	\$ -	\$ -	\$ -		
Reserve for Economic Uncertainties	9789	\$	-	\$ -	\$ -	\$ -		
Unassigned/Unappropriated Amount	9790	\$	-	\$ -	\$ -	\$ -		

^{*}Net Increase (Decrease) in Fund Balance

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit:

Downey Education Association (DEA)

Duig	aining Unit:		Column 1	Column 2		umn 3	ĺ	Column 4
	Object Code	Ap Bef	atest Board- proved Budget fore Settlement s of October 8, 2019)	Adjustments as a Result of Settlement (compensation)	(agreeme and/or agre	Revisions ent support other unit ement) on Page 4i		otal Revised Budget blumns 1+2+3)
REVENUES								
LCFF Revenue	8010-8099	\$	-		\$	-	\$	-
Federal Revenue	8100-8299	\$	10,000,000		\$	-	\$	10,000,000
Other State Revenue	8300-8599	\$	730,000		\$	-	\$	730,000
Other Local Revenue	8600-8799	\$	2,069,000		\$	-	\$	2,069,000
TOTAL REVENUES		\$	12,799,000		\$	-	\$	12,799,000
EXPENDITURES								7 7 7 4 4
Certificated Salaries	1000-1999	\$.=	\$ -	\$	-	\$	-
Classified Salaries	2000-2999	\$	4,052,248	\$ -	\$	-	\$	4,052,248
Employee Benefits	3000-3999	\$	1,369,916	\$ -	\$	-	\$	1,369,916
Books and Supplies	4000-4999	\$	6,917,200		\$	-	\$	6,917,200
Services and Other Operating Expenditures	5000-5999	\$	236,625		\$	-	\$	236,625
Capital Outlay	6000-6999	\$	500,000	Control (\$	•	\$	500,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	-		\$	-	\$	-
Transfers of Indirect Costs	7300-7399	\$	450,907		\$		\$	450,907
TOTAL EXPENDITURES		\$	13,526,896	\$ -	\$	-	\$	13,526,896
OTHER FINANCING SOURCES/USES								
Transfers In and Other Sources	8900-8979	\$	•	\$ -	\$	-	\$	-
Transfers Out and Other Uses	7600-7699	\$		\$ -	\$	-	\$	-
OPERATING SURPLUS (DEFICIT)*		\$	(727,896)	\$ -	\$	-	\$	(727,896)
					ar the ex-			
BEGINNING FUND BALANCE	9791	\$	15,137,613				\$	15,137,613
Audit Adjustments/Other Restatements	9793/9795	\$	m				\$	
ENDING FUND BALANCE		\$	14,409,717	\$ -	\$	-	\$	14,409,717
COMPONENTS OF ENDING FUND BALANC	CE:							
Nonspendable	9711-9719	\$	•	\$ -	\$	-	\$	-
Restricted	9740	\$	13,866,057	\$ -	\$	-	\$	13,866,057
Committed	9750-9760	\$	-	\$ -	\$	•	\$	-
Assigned	9780	\$	543,660	\$ -	\$	-	\$	543,660
Reserve for Economic Uncertainties	9789	\$	-	\$ -	\$	-	\$	-
Unassigned/Unappropriated Amount	9790	\$	-	\$ -	\$		\$	-

^{*}Net Increase (Decrease) in Fund Balance

Public Disclosure of Proposed Collective Bargaining Agreement

Downey Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Fund 21 - Building Fund

	Enter Fund:											
Barg	aining Unit:				AS		A)	Column 4				
			Column 1 Latest Board- proved Budget fore Settlement s of October 8, 2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i		Total Revised Budget (Columns 1+2+3)					
REVENUES												
Federal Revenue	8100-8299	\$	-		\$	•	\$	-				
Other State Revenue	8300-8599	\$	-		\$	-	\$	-				
Other Local Revenues	8600-8799	\$	1,200,000		\$		\$	1,200,000				
TOTAL REVENUES		\$	1,200,000		\$	-	\$	1,200,000				
EXPENDITURES												
Certificated Salaries	1000-1999	\$		\$ -	\$	-	\$	-				
Classified Salaries	2000-2999	\$	486,388	\$ -	\$	-	\$	486,388				
Employee Benefits	3000-3999	\$	210,691	\$ -	\$	-	\$	210,691				
Books and Supplies	4000-4999	\$	173,670		\$	-	\$	173,670				
Services and Other Operating Expenditures	5000-5999	\$	1,599,043		\$	-	\$	1,599,043				
Capital Outlay	6000-6999	\$	16,844,183		\$	æ	\$	16,844,183				
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	•	and the last	\$	-	\$	-				
Transfers of Indirect Costs	7300-7399	\$	-		\$	14	\$	·				
TOTAL EXPENDITURES		\$	19,313,975	\$ -	\$	-	\$	19,313,975				
OTHER FINANCING SOURCES/USES												
Transfers In and Other Sources	8900-8979	\$	135,000,000	\$ -	\$	-	\$	135,000,000				
Transfers Out and Other Uses	7600-7699	\$	-	\$ -	\$	-	\$	-				
OPERATING SURPLUS (DEFICIT)*	,	\$	116,886,025	\$ -	\$	·	\$	116,886,025				
BEGINNING FUND BALANCE	9791	\$	-				\$	-				
Audit Adjustments/Other Restatements	9793/9795	\$	 x				\$	-				
ENDING FUND BALANCE		\$	116,886,025	\$ -	\$	-	\$	116,886,025				
COMPONENTS OF ENDING FUND BALANC	Œ:			170 331								
Nonspendable	9711-9719	\$		\$ -	\$		\$	-				
Restricted	9740	\$	-	\$ -	\$	-	\$	-				
Committed	9750-9760	\$	-	\$ -	\$	-	\$	-				
Assigned	9780	\$	116,886,025	\$ -	\$		\$	116,886,025				
Reserve for Economic Uncertainties	9789	\$	-	\$ -	\$	-	\$	-				
Unassigned/Unappropriated Amount	9790	\$	-	\$ -	\$	-	\$	-				

^{*}Net Increase (Decrease) in Fund Balance

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Not Applicable

Enter		El d' A de (DEA)										
Bargaining	Onit:	Column 1	Column 2	Column 3	Column 4							
Object	Code	Latest Board- Approved Budget Before Settlement (As of October 8, 2019)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)							
REVENUES												
Federal Revenue 8100-	8299	\$ -		\$ -	\$ -							
Other State Revenue 8300-	8599	\$ -		\$ -	\$ -							
Other Local Revenue 8600-	8799	\$ -		\$ -	\$ -							
TOTAL REVENUES		\$ -	Prince Control of the	\$ -	\$ -							
EXPENDITURES												
	-1999	\$ -	\$ -	\$ -	\$ -							
Classified Salaries 2000	-2999	\$ -	-	\$ -	\$ -							
Employee Benefits 3000	-3999	\$ -	\$ -	\$ -	\$ -							
Books and Supplies 4000	4999	\$ -		\$ -	\$ -							
Services and Other Operating Expenditures 5000	-5999	\$ -		\$ -	\$ -							
Capital Outlay 6000	-6999	\$ -		\$ -	\$ -							
Other Outpo (entertaining	-7299 -7499	\$ -		\$ -	\$ -							
Transfers of Indirect Costs 7300	-7399	\$ -		\$ -	\$ -							
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -							
OTHER FINANCING SOURCES/USES			4.0									
	-8979	\$ -	\$ -	\$ -	\$ -							
Transfers Out and Other Uses 7600	-7699	\$ -	\$ -	\$ -	\$ -							
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -							
BEGINNING FUND BALANCE 97	791	\$ -			\$ -							
Audit Adjustments/Other Restatements 9793	/9795	\$ -			\$ -							
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -							
COMPONENTS OF ENDING FUND BALANCE:			100									
Nonspendable 9711	-9719	\$ -	\$ -	\$ -	\$ -							
Restricted 9°	740	\$ -	\$ -	\$ -	-							
Committed 9750	-9760	\$ -	\$ -	\$ -	\$ -							
Assigned 9'	780	\$ -	\$ -	\$ -	\$ -							
Reserve for Economic Uncertainties 9'	789	\$ -	\$	\$ -	\$ -							
Unassigned/Unappropriated Amount 9	790	\$ -	\$ -	\$ -	\$ -							

^{*}Net Increase (Decrease) in Fund Balance

Public Disclosure of Proposed Collective Bargaining Agreement

Downey Unified School District Downey Education Association (DEA)

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

A VI and Compred Fund		Amount	Explanation
Page 4a: Unrestricted General Fund	\$	-	
Revenues	\$	620.018	Various Budget Enhancements; 2FTEs and CalPERS rate Adj.
Expenditures Courses/Lines	 \$	1 459 678	Decrease contribution to SE Funding for AB602 and Preschool.
Other Financing Sources/Uses	Ψ	1,457,070	
Page 4b: Restricted General Fund		Amount	Explanation
Revenues	\$	1,459,678	Additional Special Ed Funding for AB602 and Early Int Preschool.
Expenditures	\$	(41,994)	Decrease in Title I expenditures to afford salary increase.
Other Financing Sources/Uses	\$	(1,459,678)	Decrease contribution to SE Funding for AB602 and Preschool.
Page 4d: Fund 11 - Adult Education Fund		Amount	Explanation
Revenues	\$	(21.020) Decrease in Adult expenditures to afford salary increase.
Expenditures	\$		Decrease in Adult expenditures to afford saidly mercase.
Other Financing Sources/Uses	\$	_	
Page 4e: Fund 12 - Child Development Fund Revenues	\$	Amount -	Explanation
Expenditures	\$		
Other Financing Sources/Uses	\$	-	
Page 4f: Fund 13/61 - Cafeteria Fund		Amount	Explanation
Revenues	\$	-	
Expenditures	\$	-	
Other Financing Sources/Uses	\$	•	
Page 4g: Other	2	Amount	Explanation
Revenues	\$	-	
Expenditures	\$	-	
Other Financing Sources/Uses	\$	-	
Page 4h: Other	71300	Amount	Explanation
Revenues	\$	-	
Expenditures	\$	-	
Other Financing Sources/Uses	\$	-	

Additional Comments:

The multiyear projection reflects required on-going expenditure reductions in the amount of \$3 million for the year 2020-21 followed by another \$2 million in on-going required reductions for the year 2021-22.

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: Downey Education Association (DEA)

Bargaining Unit: Object Code		Education Associatio			
		The state of the s	2021-22		
		First Subsequent Year After Settlement	r Second Subsequent Year After Settlement		
8010-8099	\$ 227,380,422	\$ 234,072,707	\$ 238,504,396		
8100-8299	\$ 764,588	\$ 764,588	\$ 764,588		
8300-8599	\$ 4,138,368	\$ 4,138,368	\$ 4,138,428		
8600-8799	\$ 1,706,160	\$ 1,706,160	\$ 1,706,160		
	\$ 233,989,538	\$ 240,681,823	\$ 245,113,572		
1000-1999	\$ 103,942,691	\$ 105,112,896	\$ 106,301,940		
2000-2999	\$ 18,882,616	\$ 19,216,206	\$ 19,571,454		
3000-3999	\$ 48,321,350	\$ 50,870,118	\$ 51,170,874		
4000-4999	\$ 8,646,343	\$ 8,646,343	\$ 8,646,343		
5000-5999	\$ 13,044,381	\$ 13,211,381	\$ 13,044,381		
6000-6999	\$ 597,925	\$ 597,925	\$ 597,925		
7100-7299 7400-7499	\$ 166,723	\$ 166,723	\$ 166,723		
7300-7399	\$ (939,765)	\$ (939,765)	\$ (939,765)		
		\$ (3,000,000)	\$ (5,000,000)		
	\$ 192,662,264	\$ 193,881,827	\$ 193,559,875		
	200				
8900-8979	\$ -	\$ -	\$ -		
7600-7699	\$ 2,563,754	\$ 2,563,754	\$ 2,563,754		
8980-8999	\$ (44,637,393)	\$ (48,173,252)	\$ (50,025,190)		
	\$ (5,873,873)	\$ (3,937,010)	\$ (1,035,247)		
9791	\$ 25,711,839	\$ 19,837,966	\$ 15,900,956		
9793/9795	\$ -				
	\$ 19,837,966	\$ 15,900,956	\$ 14,865,709		
CE:		10 Aug 10			
	\$ 383,188	\$ 383,188	\$ 383,188		
9740		THE PERSON NAMED IN COLUMN TO SERVICE AND ADDRESS OF THE PERSON NAMED IN COLUMN TO SE			
9750-9760	\$ -	\$ -	\$ -		
9780	\$ 2,566,511	\$ -	\$ -		
9789	\$ 14,199,724	\$ 14,318,923	\$ 14,395,552		
9790	\$ 2,688,543	\$ 1,198,845	\$ 86,969		
	Object Code 8010-8099 8100-8299 8300-8599 8600-8799 1000-1999 2000-2999 3000-3999 4000-4999 7100-7299 7400-7499 7300-7399 8900-8979 7600-7699 8980-8999 OCE: 9711-9719 9740 9750-9760 9780 9789	2019-20 Total Revised Budget After Settlement 8010-8099 \$ 227,380,422 8100-8299 \$ 764,588 8300-8599 \$ 4,138,368 8600-8799 \$ 1,706,160 \$ 233,989,538 1000-1999 \$ 103,942,691 2000-2999 \$ 18,882,616 3000-3999 \$ 48,321,350 4000-4999 \$ 8,646,343 5000-5999 \$ 13,044,381 6000-6999 \$ 597,925 7100-7299 \$ 166,723 7400-7499 \$ (939,765) \$ 192,662,264 8900-8979 \$ -5 7600-7699 \$ 2,563,754 8980-8999 \$ (44,637,393) \$ (5,873,873) 9791 \$ 25,711,839 9793/9795 \$ - \$ 19,837,966 CE: 9711-9719 \$ 383,188 9740 \$ - 9780 \$ 2,566,511 9789 \$ 14,199,724	Object Code Z019-20 Total Revised Budget After Settlement Z020-21 First Subsequent Year After Settlement 8010-8099 \$ 227,380,422 \$ 234,072,707 8100-8299 \$ 764,588 \$ 764,588 8300-8599 \$ 4,138,368 \$ 4,138,368 8600-8799 \$ 1,706,160 \$ 1,706,160 \$ 233,989,538 \$ 240,681,823 1000-1999 \$ 103,942,691 \$ 105,112,896 2000-2999 \$ 18,882,616 \$ 19,216,206 3000-3999 \$ 48,321,350 \$ 50,870,118 4000-4999 \$ 8,646,343 \$ 8,646,343 5000-5999 \$ 13,044,381 \$ 13,211,381 6000-6999 \$ 597,925 \$ 597,925 7100-7299 \$ 166,723 \$ 166,723 7400-7499 \$ (939,765) \$ (939,765) \$ (3,000,000) \$ 192,662,264 \$ 193,881,827 8900-8979 \$ - \$ - 7600-7699 \$ (44,637,393) \$ (48,173,252) \$ (5,873,873) \$ (3,937,010) 9791 \$ 25,711,839 \$ 19,837,966 9793/9795 <t< td=""></t<>		

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

		Downey Education Association (DEA)							
Bai	rgaining Unit	Downey Education Association (DEA)							
		2019-20	2020-21 r First Subsequent Year After	2021-22					
Object Code		Settlement	Settlement	Second Subsequent Yea After Settlement					
REVENUES									
LCFF Revenue	8010-8099	\$ -	\$ -	\$ -					
Federal Revenue	8100-8299	\$ 11,915,792	\$ 11,915,792	\$ 11,915,792					
Other State Revenue	8300-8599	\$ 15,022,223	\$ 13,562,545	\$ 13,562,545					
Other Local Revenue	8600-8799	\$ 19,280,958	\$ 19,280,958	\$ 19,280,958					
TOTAL REVENUES	***************************************	\$ 46,218,973	\$ 44,759,295	\$ 44,759,295					
EXPENDITURES	ā	Sale							
Certificated Salaries	1000-1999	\$ 27,333,104	\$ 27,671,813	\$ 28,077,898					
Classified Salaries	2000-2999	\$ 19,208,131	\$ 19,477,985	\$ 19,767,038					
Employee Benefits	3000-3999	\$ 30,687,984	\$ 32,558,898	\$ 32,673,277					
Books and Supplies	4000-4999	\$ 5,279,446	\$ 4,750,133	\$ 5,530,821					
Services and Other Operating Expenditures	5000-5999	\$ 7,775,921	\$ 6,840,184	\$ 7,087,750					
Capital Outlay	6000-6999	\$ 15,000	\$ 165,000	\$ 165,000					
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -	\$ -	\$ -					
Transfers of Indirect Costs	7300-7399	\$ 294,958	\$ 294,958	\$ 294,958					
Other Adjustments			\$ -	\$ -					
TOTAL EXPENDITURES		\$ 90,594,544	\$ 91,758,971	\$ 93,596,742					
OTHER FINANCING SOURCES/USES		(F) (F)							
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -					
Transfers Out and Other Uses	7600-7699	\$ 1,320,000	\$ 1,320,000	\$ 1,320,000					
Contributions	8980-8999	\$ 44,637,393	\$ 48,169,676	\$ 50,007,447					
OPERATING SURPLUS (DEFICIT)*		\$ (1,058,178)	\$ (150,000)	\$ (150,000)					
BEGINNING FUND BALANCE	9791	\$ 7,902,471	\$ 6,844,293	\$ 6,694,293					
Audit Adjustments/Other Restatements	9793/9795	\$ -	hale and the second						
ENDING FUND BALANCE		\$ 6,844,293	\$ 6,694,293	\$ 6,544,293					
COMPONENTS OF ENDING FUND BALANC	CE:	Participal English							
Nonspendable	9711-9719	\$ -	\$ -	\$ -					
Restricted	9740	\$ 6,844,293	\$ 6,694,293	\$ 6,544,293					
Committed	9750-9760								
Assigned	9780			A CONTRACT A					
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -					
Unassigned/Unappropriated Amount	9790	\$ 0	\$ 0	\$ 0					

^{*}Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit:

Downey Education Association (DEA)

Bar	gaining Unit:	Downe	Education Association	on (DEA)	
			2020-21	2021-22	
	Object Code	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement	
REVENUES					
LCFF Revenue	8010-8099	\$ 227,380,422	\$ 234,072,707	\$ 238,504,396	
Federal Revenue	8100-8299	\$ 12,680,380	\$ 12,680,380	\$ 12,680,380	
Other State Revenue	8300-8599	\$ 19,160,591	\$ 17,700,913	\$ 17,700,973	
Other Local Revenue	8600-8799	\$ 20,987,118	\$ 20,987.118	\$ 20,987,118	
TOTAL REVENUES		\$ 280,208,511	\$ 285,441.118	\$ 289,872,867	
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 131,275,795	\$ 132,784,709	\$ 134,379,838	
Classified Salaries	2000-2999	\$ 38,090,747	\$ 38,694,191	\$ 39,338,492	
Employee Benefits	3000-3999	\$ 79,009,334	\$ 83,429,016	\$ 83,844,151	
Books and Supplies	4000-4999	\$ 13,925,789	\$ 13,396,476	\$ 14,177,164	
Services and Other Operating Expenditures	5000-5999	\$ 20,820,302	\$ 20,051,565	\$ 20,132,131	
Capital Outlay	6000-6999	\$ 612,925	\$ 762,925	\$ 762,925	
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	\$ 166,723	\$ 166,723	\$ 166,723	
Transfers of Indirect Costs	7300-7399	\$ (644,807)	\$ (644,807)	\$ (644,807)	
Other Adjustments			\$ (3,000,000)	\$ (5,000,000)	
TOTAL EXPENDITURES		\$ 283,256,808	\$ 285,640,798	\$ 287,156,617	
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	
Transfers Out and Other Uses	7600-7699	\$ 3,883,754	\$ 3,883,754	\$ 3,883,754	
Contributions	8980-8999	\$ -	\$ (3,576)	\$ (17,743)	
OPERATING SURPLUS (DEFICIT)*		\$ (6,932,051)	\$ (4,087,010)	\$ (1,185,247)	
BEGINNING FUND BALANCE	9791	\$ 33,614,311	\$ 26,682,260	\$ 22,595,250	
Audit Adjustments/Other Restatements	9793/9795	\$ -			
ENDING FUND BALANCE		\$ 26,682,260	\$ 22,595,250	\$ 21,410,003	
COMPONENTS OF ENDING FUND BALANG	CE:				
Nonspendable	9711-9719	\$ 383,188	\$ 383,188	\$ 383,188	
Restricted	9740	\$ 6,844,293	\$ 6,694,293	\$ 6,544,293	
Committed	9750-9760	\$ -	\$ -	\$ -	
Assigned	9780	\$ 2,566,511	\$ -	\$ -	
Reserve for Economic Uncertainties	9789	\$ 14,199,724	\$ 14,318,923	\$ 14,395,552	
Unassigned/Unappropriated Amount	9790	\$ 2,688,544	\$ 1,198,846	\$ 86,970	

^{*}Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Downey Unified School District Downey Education Association (DEA)

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

			2019-20		2020-21	2021-22	
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	287,140,562	\$	289,524,552	\$	291,040,371
b.	Less: Special Education Pass-Through Funds	\$	-	\$	-	\$	-
c.	c. Net Expenditures, Transfers Out, and Uses		287,140,562	\$	289,524,552	\$	291,040,371
d.	State Standard Minimum Reserve Percentage for this District Enter percentage		3.00%		3.00%		3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$	8,614,217	\$	8,685,737	\$	8,731,211

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

Γ	General Fund Budgeted Unrestricted			
a.	Designated for Economic Uncertainties (9789)	\$ 14,199,724	\$ 14,318,923	\$ 14,395,552
	General Fund Budgeted Unrestricted			
b.	Unassigned/Unappropriated Amount (9790)	\$ 2,688,543	\$ 1,198,845	\$ 86,969
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ _
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ _	\$ 1-
e.	Total Available Reserves	\$ 16,888,267	\$ 15,517,768	\$ 14,482,521
f.	Reserve for Economic Uncertainties Percentage	5.88%	5.36%	4.98%

					- 55				_
2	Da	unrestricted	recerves	meet	the	state	minimum	reserve	amount?
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or to unitounit.		15-14-16-16-16	2
2019-20	Yes	X	No
2020-21	Yes	X	No
2021-22	Yes	X	No

									102
1	Ifno	how do	VOII	nlan	to	restore	vour	reserve	S
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None.

Public Disclosure of Proposed Collective Bargaining Agreement

Downey Unified School District Downey Education Association (DEA)

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 2,319,574
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (2,287,737)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (31,838)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ =
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (2,319,575)

Variance \$ (1)

Variance Explanation:

None.

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

	Surplus/		
General Fund Combined	(Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	\$ (5,525,968	(1.9%)	Decline in Student Enrollment
Current FY Surplus/(Deficit) after settlement(s)?	\$ (6,932,051) (2.4%)	Decline in Student Enrollment
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (4,087,010) (1.4%)	Decline in Student Enrollment
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	#REF!	#REF!	Decline in Student Enrollment

Deficit Reduction Plan (as necessary):

For the year 2019-20, the District is slowing down in spending by \$1.4 million in one-time reductions. For the year 2020-21, the District will implement reductions in the amount of \$3 million consisting of reductions of teacher FTEs and support staff, professional development and site and department allocation.

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	\$ (3,000,000)	See item 6 above.
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ (5,000,000)	See item 6 above. Additional reductions in 2021-22 are \$2 million.
2nd Subsequent FY Restricted, Page 5b	\$ •	

Downey Education Association (DEA)

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2019-20	2020-21	2021-22
a. LCFF Funding per ADA	10,383.25	10,717.15	11,032.55	11,329.70
b. Amount Change from Prior Year Funding per ADA		333.90	315.40	297.15
c. Percentage Change from Prior Year Funding per ADA		3.22%	2.94%	2.69%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		2,319,574.25	1	t
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		1.75%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	1	ı

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Downey Unified School District District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from August 1, 2019 to June 30, 2020.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:	Increase/(Decrease)	
Revenues/Other Financing Sources	\$	1,459,678
Expenditures/Other Financing Uses	\$	2,865,761
Ending Balance(s) Increase/(Decrease)	\$	(1,406,083)
Subsequent Years		Budget Adjustment
Budget Adjustment Categories:		Increase/(Decrease)
Revenues/Other Financing Sources	\$	-
Expenditures/Other Financing Uses	\$	-
Ending Balance(s) Increase/(Decrease)	\$	

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifig	eations
. /	* 1

I hereby certify

District Superintendent
(Signature)

9/25/19 Date

Budget Adjustment

I hereby certify

___ I am unable to certify

Chief Business Official

9-25-19 Date

(Signature)

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Downey Unified School District Downey Education Association (DEA)

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:
Concerns regarding affordability of agreement in subsequent years (if any): As previously stated the District has or is in the process of identifying expenditure reductions
As previously stated the District has or is in the process of identifying expenditure reductions
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L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Downey Unified School District

District Name

District Superintendent
(Signature)

Christina Aragon

Contact Person

District School District

Date

(562) 469-6520

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on October 8, 2019, took action to approve the proposed agreement with the DEA Bargaining Unit.

President (or Clerk), Governing Board

(Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Vision, Mission and Shared Values

VISION

All students graduate with a 21st 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 21st 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.