[DRAFT]
Published:

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue
Downey, California 90241
Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

I. GENERAL BOARD FUNCTIONS

A. CALL TO ORDER
Call to Order by Ms. Nancy A. Swenson, President of the Board of Education, at 5:00 p.m. on Thursday, July 11, 2019, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

B. PLEDGE OF ALLEGIANCE
Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Mrs. Barbara R. Samperi, Member of the Board of Education.

C. INVOCATION
Invocation to be delivered by Mrs. Giovanna Perez-Saab, Member of the Board of Education.

D. 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.

E. ADOPT Agenda #1 for the Regular Meeting of the Board of Education held on July 11, 2019.

F. APPROVE Official Minutes of the Regular Board of Education Meeting held on June 4, 2019, as submitted or with the necessary corrections.

G. APPROVE the President's recommendation for the Board of Education Members to various responsibilities:
City/School District Task Force - Mr. Corrin and Mrs. Samperi

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

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

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

II. CONSENT AGENDA

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

B. 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.

C. RATIFY Individual Services Agreement #201819-49 as submitted for services provided for Special Education Placement for the period of February 26, 2019 to June 30, 2019.

D. APPROVE the Special Education Compromise and Release Agreement; and authorize payments as set forth within said agreement.

E. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019030309; and authorize payments as set forth within said agreement.

F. APROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019030638; and authorize payments as set forth within said agreement.

G. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019040448; and authorize payments as set forth within said agreement.

H. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019040683; and authorize payments as set forth within said agreement.

I. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the fourth quarter of the 2018-19 school year.

J. AUTHORIZE signatories, as presented, effective July 1, 2019, and to remain in effect until subsequent action is taken by the Board of Education.

K. APPROVE updated Adult School memberships for the 2019-20 fiscal year.

L. APPROVE SELPA memberships for the 2019-20 fiscal year.

M. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2018-19 fiscal year.

N. RATIFY B Warrants for Downey Unified School District, falling between warrant numbers 25329128 and 25386293, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning June 1, 2019 and ending June 30, 2019.

O. 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 May 2019, covered by Payroll Orders issued through June 2019.

P. AMEND Agreement No. 201819-133 with Elizabeth Gallardo to extend the agreement ending date from May 30, 2019 to June 30, 2019.

Q. RATIFY Agreement for Independent Consultant Services No. 201819-200 with DeAngela Smith to provide individual family counseling services and participate in psychosocial assessments as an intern from August 1, 2018 through June 1, 2019.

R. RATIFY Service Agreement No. 201819-202 with Adventures in Living Science to provide a presentation on animals and artifacts at Alameda Elementary School on June 26, 2019.

S. APPROVE agreement with Lozano Smith, Attorneys at Law, to provide legal services the District as needed during the 2019-2020 fiscal year.

T. RATIFY Service Agreement No. 201920-22 with AMN Healthcare Inc. - DBA: Nursefinders LLC to provide licensed health care providers for DUSD students as needed from July 1, 2019 through June 30, 2020.

U. APPROVE Agreement No. 201920-32 with Addiction Treatment Technologies, LLC, to provide access to a mental health and substance abuse website for District families and staff from July 1, 2019 through June 30, 2020.

V. APPROVE Agreement No. 201920-33 with PCM Technologies, LLC to provide background music services in the Warren High School cafeteria from July 1, 2019 through June 30, 2024..

W. APPROVE Agreement No. 201920-34 with PCM Technologies, LLC to provide background music services in the Downey High School cafeteria from July 1, 2019 through June 30, 2024.

X. APPROVE Agreement for Independent Consultant Services No. 201920-39 with HBCC to provide training to Calvary Chapel Christian School on August 5, 2019.

Y. APPROVE Service Agreement No. 201920-40 with UC Office of the President/Transcript Evaluation Service to provide transcript evaluation services from July 1, 2019 through June 30, 2020.

Z. APPROVE Service Agreement No. 201920-43 with Jigsaw Learning – DBA: Teachtown to provide social skills curriculum to Elementary and Middle School SBC classrooms from

October 31, 2019 through October 31, 2020.

AA. APPROVE Service Agreement No. 201920-44 with Optometric Vision Care Associates to provide one post therapy follow-up and summary of follow up for a DUSD student from July 1, 2019 through September 30, 2019.

BB. RATIFY Agreement No. 201920-46 with Bernier Refrigeration Generation, Inc. to replace sinks and shelving at Gauldin Elementary School from June 18, 2019 through August 8, 2019.

CC. APPROVE Agreement No. 201920-47 with EMS LINQ to provide online menu support services to the Food Services Department from July 1, 2019 through June 30, 2020.

DD. APPROVE Service Agreement No. 201920-48 with RMI International, Inc. for district-wide security and patrol services for the 2019-20 fiscal year.

EE. APPROVE Service Agreement No. 201920-49 with Health First Medical Consortium for federally-mandated Department of Transportation controlled substance screening program for commercial drivers from July 1, 2019 through June 30, 2020.

FF. APPROVE Agreement for Independent Consultant Services No. 201920-50 with Ibis Ausensi to provide translating and interpretation for IEP meetings as needed for the DHH Program from July 15, 2019 through June 30, 2020.

GG. APPROVE Agreement for Independent Consultant Services No. 201920-51 with AIRE Special Education Interpreter/Translators -Ruth Velarde Herrera to provide translating and interpretation for IEP meetings as needed for the DHH Program from August 1, 2019 through June 30, 2020.

HH. APPROVE Service Agreement No. 201920-52 with Holly Clark Educational Consulting, Inc. to provide professional development training on October 14, 2019.

II. APPROVE Service Agreement No. 201920-53 with NPO Solutions to provide professional development to secondary teachers on the Next Generation Science Standards (NGSS) from August 1, 2019 through May 31, 2020.

JJ. APPROVE Service Agreement No. 201920-54 with Grupo Crecer to provide parent workshops at Rio San Gabriel Elementary School from September 19, 2019 through November 14, 2019.

KK. RATIFY Agreement No. 201920-55 with The Macerich Partnership, LLP, Santa Monica, to provide marquee advertising services in the Stonewood Center Mall, Lakewood Center Mall and the Los Cerritos Center for the Downey Adult School from November 5, 2018 through November 3, 2019, in the amount of $26,557.00, to be charged to the Adult School Fund.

LL. APPROVE Service Agreement No. 201920-56 for Playworks Education Energized for the 2019-20 school year.

MM. RATIFY Agreement No. 201920-57 with Colbi Technologies to use Quality Bidders software to prequalify general contractors and subcontractors and maintain a CUPCCAA list of contractors from July 1, 2019 through June 30, 2020.

NN. APPROVE Agreement for Independent Consultant Services No. 201920-58 with Mr. John Fenton to provide consulting services to assist the Facilities Department with the oversight of the Measure O Bond Program from July 1, 2019 through June 30, 2020.

OO. APPROVE Agreement for Independent Consultant Services No. 201920-59 with Chris Toledo for a speaking engagement at the Downey Adult School on October 14, 2019.

PP. APPROVE Service Agreement No. 201920-60 with Creative Works Consulting to provide marketing and business strategy assistance from July 1, 2019 through June 30, 2020.

QQ. APPROVE Service Agreement No. 201920-61 with Document Tracking Services to provide a license to manage template-based documents and translation services from November 5, 2019 through November 5, 2020.

RR. APPROVE Agreement for Independent Consultant Services No. 201920-62 with Growing Leaders, Inc. to provide professional development in-service training at Calvary Chapel Christian School on August 7, 2019.

SS. APPROVE Service Agreement No. 201920-63 with Certification & Career Pathways Readiness Group, LLC (2CPR Group) to provide technical assistance, curriculum and professional development for the CTE Program from August 1, 2019 through June 30, 2020.

TT. APPROVE Independent Contractor/Special Services Agreement No. 201920-64 with Andrea Hirsch-Muller, dba Computer-Eze, to provide programming and consultant services to the Budget & Finance Department during the 2019-20 fiscal year.

UU. RATIFY the extension of the Memorandum of Understanding with the City of Downey for the After School Program for Information Recreation and Education (ASPIRE) Program from May 31, 2019 through November 30, 2019.

VV. APPROVE the Memorandum of Understanding with the Cerritos College Foundation to provide site-bridging college liaisons at Columbus, Downey and Warren High Schools during the 2019-20 school year.

WW. APPROVE the purchase of specific excess workers' compensation insurance for the 2019-20 fiscal year from State National Insurance Company and Safety National Casualty Corporation in the annual premium amount of $674,745.00.

XX. AUTHORIZE the advertisement for Bid No. 19/20-02, Warren High School New Volleyball Courts, to be charged to Capital Outlay Projects Fund.

YY. AWARD Request for Proposal #2018/2019-06, District-Wide Digital Communication

System, to Mobile Relay Associates/dba Raycom, Paramount, in the proposal amount of $855,576.07, to be charged to Measure O Bond Funds.

ZZ. APPROVE Change Order #6 to Purchase Order #161015D with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of $11,310.00, to be charged to Measure O Bond Funds.

AAA. APPROVE Change Order #3 to RFP/Q #2016/2017-03 for Advanced Energy Storage Systems with Engie Storage N.A., LLC, Santa Clara, in the amount of $34,545.00, to be charged to Prop 39 Funds.

BBB. APPROVE Change Order #22 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of $65,000.00, to be charged to Measure O Bond Funds.

CCC. ACKNOWLEDGE receipt of claim dated June 5, 2019 and received June 11, 2019 submitted by Moaddel Kremer, attorney, on behalf of Student Claim No. 1906141, a minor, and REJECT claim in compliance with Government Code Section 911-15 and 945.

DDD. ACKNOWLEDGE receipt of claim dated June 13, 2019 and received June 13, 2019 submitted by Mann Rogal, LLP, on behalf of Student Claim No. 1906168, a minor, and REJECT claim in compliance with Government Code Section 911-15 and 945.

EEE. APPROVE the destruction of Class 1, 2, and 3 Disposable District Records; and APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.

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

GGG. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Secretary-Bilingual/Bi-literate, assigned to the Special Education Department, eight hours per day, twelve months per year, at range 770, $4,421 - $5,370 per month, effective July 1, 2019.

HHH. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Griffiths Middle School, six and one-half hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective May 17, 2019.

III. RATIFY the establishment of one new position with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual Oral, assigned to the Special Education Department, eight hours per day, twelve months per year at range 415, $3,298 - $4,014 per month, effective June 10, 2019.

JJJ. RATIFY the establishment of two new limited-term positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gauldin Elementary School, six hours per day, at range 115, $3,217 - $3,916

per month, effective May 23, 2019 through December 20, 2019.

KKK. APPROVE the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective August 12, 2019.

LLL. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Old River Elementary 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.

III. GENERAL ADMINISTRATIVE

A. ADOPT Resolution No. 201920-01 to participate in the application process for the Volkswagen Environmental Mitigation Trust for California School Bus Replacement Program.

B. APPROVE the revised Schedule of Regular Board of Education Meetings for 2019-20.

C. REVIEW the draft of the 2019-20 Board of Education Goals.

IV. SPECIAL ADMINISTRATIVE SERVICES - Instruction

A. REVIEW for adoption proposed new Board Policy and Administrative Regulation 2635, Tobacco.

B. REVIEW proposed revisions to Administrative Regulation 3126, Graduation.

C. REVIEW proposed secondary curriculum for adoption for the 2019-20 school year.

V. SPECIAL ADMINISTRATIVE - Personnel

A. ADOPT proposed Management Administrative Regulation 4141.1 and Management Schedule and MAR 4141.2, SELPA and Deaf and Hard of Hearing (DHH) Management Schedules.

VI. ITEMS FOR FUTURE AGENDA

VII. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, August 6, 2019, at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

VIII. CLOSED SESSION to discuss:

a. Potential Litigation

b. Public Employment - Certificated Administration/Classified Management

c. Discipline/Dismissal/Release

d. Negotiations

e. Superintendent's Evaluation

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

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

Any writings or documents that are public records and 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.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

I.F. APPROVE Official Minutes of the Regular Board of Education Meeting held on June 4, 2019, as submitted or with the necessary corrections.

Type:
Action

Attachments:

June 4 Board Minutes

REGULAR BOARD OF EDUCATION MEETING AGENDA #15
Downey Unified School District
Published: May 30, 2019 04:39 PM

Tuesday, June 4, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM
11627 Brookshire Avenue

MINUTES

Attendance:

Attendees	Present/Absent	Arrival	Departure
Board Members			
Nancy Swenson	Present	5:00 PM	7:47 PM
Donald LaPlante	Present	5:00 PM	7:47 PM
Tod Corrin	Present	5:00 PM	7:47 PM
Mark Morris	Present	5:00 PM	7:47 PM
Giovanna Perez-Saab	Present	5:00 PM	7:47 PM
Barbara Samperi	Present	5:00 PM	7:47 PM
Martha Sodetani	Present	5:00 PM	7:47 PM
Superintendent			
John Garcia	Present	5:00 PM	7:47 PM

I. GENERAL BOARD FUNCTIONS

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. ROLL CALL

Minutes:

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.

E. ADOPT Agenda #15 for the Regular Meeting of the Board of Education held on June 4, 2019.
Votes:
Motion:

Motion By: Mark Morris Seconded By: Martha Sodetani

Nancy Swenson	YES
Donald LaPlante	YES
Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

F. HEAR presentation from Tom Houts, Downey High School Principal, and Darrelle Nikaj, Teacher, recognizing Melissa Moreno, First Place Winner, and Ashley Beach, People's Choice Award Winner of the 26th Annual Lucille Roybal-Allard Student Art Competition.

G. APPROVE Official Minutes of the Regular Board of Education Meetings held on April 9, 2019 and May 7, 2019, as submitted or with the necessary corrections.
Votes:
Motion:

Motion By: Martha Sodetani Seconded By: Barbara Samperi

Nancy Swenson	YES
Donald LaPlante	YES
Tod Corrin	YES
Mark Morris	YES

Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

H. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.
Minutes:
There was no correspondence to be received.

I. HEAR Oral Communications from Members of the Board of Education and Superintendent.
Minutes:
Dr. Garcia introduced newly appointed Downey Unified administrators: Dr. Rani Maline-Bertsch, Director of Secondary Education and new Elementary Vice Principals Garry Naval, Jennifer Clausen, Diana Israwi and Billie Barrios

Mrs. Perez-Saab had the privilege of attending the promotions and graduation ceremonies where she shook the hands of over 2,000 students and enjoyed the student speeches. She also had the pleasure of attending the Downey Adult School nursing graduation.

Mr. Corrin shared that the graduation ceremonies were really special and were a great culmination of the high school education of our kids, adding that he hopes we continue holding the ceremonies at Veteran's Memorial Stadium. He noted that our students were very respectful and confident.

Mrs. Samperi also enjoyed attending the promotions, graduation ceremonies, Doty Schools To Watch award ceremony and the Personnel Commission Pinning Ceremony.

Mr. Morris expressed how special the graduation ceremonies were and was moved by the generosity of our community who donated scholarships for our students. He attended the Cerritos College graduation ceremony with over 5,000 students graduating. He noted that 80% of those graduating were the first in their family to attend college. Mr. Morris thanked Cerritos College for taking the time to read the names of each of those 5,000 graduates.

Mrs. Sodetani congratulated the students who were promoted or graduated. Mrs. Sodetani shared how difficult it is to accept that Maria Lackey, retired Downey Unified employee, has passed away, noting that she was such a special lady and expressed her condolences to the family. She was able to attend the Memorial Day ceremony at the Downey Cemetery where many of our students participated. Mrs. Sodetani had the pleasure of attending the SkillsUSA dinner, retirement celebrations, Governor's Budget Workshop, Warren High School Academic Awards, Doty's Schools To Watch ceremony and a celebration at the Disney Concert Hall for foster kids who graduate from high school with a 2.8 grade point average or higher.

Mr. LaPlante enjoyed attending many end-of-the-year awards ceremonies and appreciated seeing students congratulated for their accomplishments. He discussed the Governor's Budget Revision coming out, noting that we are entering uncharted territory with a new governor, and reported that it should be approved by June 15.

Ms. Swenson added that the graduation ceremonies were wonderful and that this year's students were the nicest group of kids. She thanked the teachers and staff who helped to get our students through another year.

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

Minutes:

Marie Louise Mulligan, Special Education teacher, spoke regarding the Special Education teachers not receiving the combination class stipend that is listed in the DEA contract.

Laura Rojas, Special Education teacher, spoke regarding the combination class stipend discussed in the DEA contract and the issue with Special Education teachers not receiving the stipend.

Greg Pittenger, retiring Downey High School teacher, thanked the Board Members, Superintendent, previous Superintendents and Downey High School Principal Tom Houts for their support and the opportunities provided over the past 33 years, asking them to keep in mind that what happens in the classroom and teaching the kids is the most important thing.

Sandra Padilla, discussed the California Healthy Youth Act curriculum and asked Board Members to consider a separate course for students whose parents have opted them out of the curriculum.

Scott Collins, Senator Bob Archuleta's Field Deputy, introduced himself and reported that the Senator represents Downey, Bellflower, Artesia and Bell Gardens, as well as other cities in the area.

II. CONSENT AGENDA

Votes:

Motion:

Motion By: Mark Morris Seconded By: Tod Corrin

Nancy Swenson	YES
Donald LaPlante	YES
Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

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

B. 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.

C. RATIFY agreement as submitted for services provided for Special Education Placement #201819-36C for the period of December 17, 2018 to June 30, 2019.

D. RATIFY agreement as submitted for services provided for Special Education Placement #201819-40C for the period of January 14, 2019 to June 30, 2019.

E. RATIFY agreement as submitted for services provided for Special Education Placement #201819-46 for the period of March 11, 2019 to June 30, 2019.

F. RATIFY agreement as submitted for services provided for Special Education Placement #201819-47 for the period of May 15, 2019 to June 30, 2019.

G. RATIFY agreement as submitted for services provided for Special Education Placement #201819-48 for the period of April 29, 2019 to June 30, 2019.

H. RATIFY agreement as submitted for services provided for Special Education Placement #201819-554 for the period of April 8, 2019 to June 30, 2019.

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

J. APPROVE the Spring 2019 submission of the Consolidated Application for Funding Categorical Aid Programs, and AUTHORIZE submission of the application to the California Department of Education.

K. APPROVE District memberships for the 2019-20 fiscal year.

L. APPROVE Adult School memberships for the 2019-20 fiscal year.

M. AUTHORIZE the Los Angeles County Office of Education to make the appropriate transfers necessary at the close of the 2018-19 school year to permit payment of obligations the District incurred during such school year in accordance with the provisions of Section 42601 of the Education Code.

N. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2018-19 fiscal year.

O. AUTHORIZE the Payroll Department to withhold sums for the 2019-20 fiscal year, without charge, from pay warrants of both certificated and classified personnel when directed to do so by the employee on a revocable form provided for that purpose in accordance with Education Code Section 45060.

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

Q. RATIFY B Warrants for Downey Unified School District, falling between warrant numbers 25201301 and 25264457, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning April 1, 2019 and ending April 30, 2019.

R. RATIFY amendment to Consulting Services Agreement with Focused Schools, LLC to provide additional consulting services during the period of July 1, 2018 through June 30, 2019.

S. APPROVE Contract No. C-19128: 2019-20 with the Los Angeles County Office of Education to cover the cost of PeopleSoft Financial System services from July 1, 2019 through June 30, 2020.

T. RATIFY Service Agreement No. 201819-172 with Danny's Jumpers Party Rentals to provide water slides, canopies, food machines and a photo booth for a fifth grade party at Gallatin Elementary School on May 30, 2019.

U. RATIFY Agreement No. 201819-181 with Danny's Jumpers for the 2018-19 fiscal year to provide snacks for the 2019 Yearbook Signing Party at Griffiths Middle School, effective May 28, 2019.

V. RATIFY Agreement for Independent Consultant Services No. 201819-186 with Audra Langley, Ph.D., to provide Bounce Back Training, intervention support to elementary students from April 19, 2019 through May 30, 2019.

W. RATIFY Agreement No. 201819-187 with Marissa Holt to provide CART services to Downey Unified School District students at Downey High School from March 15, 2019 through June 30, 2019.

X. RATIFY Agreement No. 201819-188 with Summit Speech Pathology for the 2018-19 fiscal year, effective April 24, 2019 through June 30, 2019.

Y. RATIFY Service Agreement No. 201819-190 with The Bubble Rollers & Emerald Events to provide an inflatable pit and foam machines at Old River Elementary School on May 30, 2019.

Z. APPROVE Agreement for Independent Consultant Services No. 201819-192 with Jolt Electric, Inc. to provide project supervision for the elementary school device locker installation project from June 4, 2019 through June 30, 2019.

AA. RATIFY Agreement No. 201819-193 with Michelle Milan Lu for the 2018-19 fiscal year to provide balloon making services at Sussman Middle School, effective May 31, 2019.

BB. RATIFY Agreement for Independent Consultant Services No. 201819-195 with Teresa M. Santoyo to provide catering services for the 8th grade picnic at Sussman Middle School on May 31, 2019.

CC. RATIFY Agreement for Independent Consultant Services No. 201819-196 with Miranda L. Cummings to provide training for Dragon Naturally Speaking and Case CATalyst VP at the Downey Adult School from May 21, 2019 through June 30, 2019.

DD. RATIFY Agreement No. 201920-01 with Food Safety Systems to provide food safety and sanitation assessments and audits in all cafeterias as well as provide compliance reporting and training to DUSD Food Service staff, effective July 1, 2019 through June 30, 2020.

EE. RATIFY Agreement No. 201920-13 with Pacific Clinics for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.

FF. APPROVE Agreement No. 201920-14 with School Services of California to provide fiscal and management information services to the Business Services Department from July 1,

2019 through June 30, 2020.

GG. APPROVE Student Teaching Agreement No. 201920-16 between California State University, Fullerton and Downey Unified School District, effective June 4, 2019 through June 30, 2024.

HH. APPROVE Agreement for Independent Consultant Services No. 201920-18 with Ronnie Fernandez to provide grief services at True Lasting Connections from July 1, 2019 to June 30, 2020.

II. APPROVE Agreement No. 201920-19 with The College Board to provide access to its College Readiness and Success System from July 1, 2019 through June 30, 2020.

JJ. APPROVE Service Agreement No. 201920-20 with JAM Corporation to perform NFPA-72 fire alarm testing at all District schools from July 1, 2019 through August 31, 2019.

KK. APPROVE Agreement No. 201920-21 with Meltwater News US Inc. for social media monitoring services from July 1, 2019 through June 30, 2020.

LL. APPROVE Agreement for Independent Consultant Services No. 201920-23 with Ms. Consuelo Hernandez to provide workers' compensation and risk management consulting services from July 1, 2019 through December 31, 2019.

MM. APPROVE Agreement No. 201920-24 with Blackboard Inc. for a Connect License and Service Agreement from July 1, 2019 through June 30, 2020.

NN. APPROVE Agreement No. 201920-25 with Tech Ed Services, Inc. to provide Assistance with Universal Service Fund Application(s) (E-Rate) for Funding Year 2020, effective July 1, 2019 through June 30, 2020.

OO. APPROVE Agreement No. 201920-26 with Total Compensation Systems, Inc., to provide consulting services and reports including all actuarial information necessary for the customer to comply with requirements of current GASB 74/75 accounting standards related to retiree health benefits from June 1, 2019 through October 31, 2019.

PP. APPROVE Agreement No. 201920-27 with Softchoice Corporation for Microsoft for Education Solutions for volume software licensing, effective July 1, 2019 through June 30, 2022.

QQ. APPROVE the renewal of Bid #16/17-09, Food Service Paper Products for the Food Services Department, with P&R Paper, Redlands, to be charged to the Food Services Department.

RR. AWARD a Lease-Leaseback Construction Contract against Request for Proposals #2017/2018-04 for Preconstruction and Lease-Leaseback Services for the Sussman Middle School Modernization Project, to Swinerton Builders, Irvine, in the guaranteed maximum price amount of $42,237,182.64, to be charged to Measure O Bond Funds.

SS. APPROVE the renewal of Request for Proposal #2018/2019-01, Purchase and Delivery of Pre-Made Pizzas for the Food Services Department, in the anticipated amount of $500,000.00, to Gafe Pizza, Inc., Montebello, to be charged to the Food Services Fund.

TT. APPROVE Change Order #1 to Bid #18/19-12, Replacement of the Downey High School Swimming Pool Filtration System, with Condor, Inc., El Monte, in the amount of $31,007.00, to be charged to Deferred Maintenance Funds.

UU. APPROVE Change Order #2 to Emergency Resolution No. 201819-10 for gas leak repairs and gas line replacement at Downey High School with MBS Engineering, Inc., San Ramon, in the amount of $42,441.50, to be charged to the General Fund.

VV. APPROVE Change Order #2 to RFP/Q #2016/2017-03 for Advanced Energy Storage Systems with Engie Storage NA LLC, Santa Clara, in the amount of $22,620.00, to be charged to Prop 39 Funds.

WW. APPROVE Change Order #3 to Purchase Order #175656B with LPA, Inc., Irvine, for Architectural Services for the Griffiths Middle School New Construction/Modernization Project, in the increased amount of $7,830.00, to be charged to Measure O Bond Funds.

XX. APPROVE Change Order #20 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of $169,426.00, to be charged to Measure O Bond Funds.

YY. APPROVE Change Order #1 to Purchase Order #AR192441 for LACOE/SELPA Unreimbursed Costs at the request of the Budget & Finance Department with the Los Angeles County Office of Education, Downey, in the increased amount of $95,348.00, to be charged to the General Fund.

ZZ. 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.

AAA. ACKNOWLEDGE receipt of claim dated April 15, 2019, and received April 15, 2019, submitted by Vanessa Salazar-Zabala and REJECT claim in compliance with Government Code Section 911-15 and 945.

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

CCC. APPROVE the abolishment of 13 Elementary Library Media Technician positions, effective June 5, 2019.

DDD. 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 Hondo Elementary School, six hours per day, at range 115, $3,217 - $3,916 per month, effective April 4, 2019 through May 31, 2019.

EEE. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective August 12, 2019.

FFF. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Griffiths Middle School, six and one-half hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective May 3, 2019.

GGG. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Warren High School, six and one-half hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective April 17, 2019.

HHH. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gallatin Elementary School, six hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective April 29, 2019.

III. 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 hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective June 10, 2019.

JJJ. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Alameda Elementary School, six hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective August 14, 2019.

III. GENERAL ADMINISTRATIVE

A. DECLARE a Public Hearing to hear public response to the Education Protection Account Resolution No. 201819-13.

Minutes:

There was no response.

Votes:

Motion:

Motion By: Martha Sodetani Seconded By: Barbara Samperi

Nancy Swenson	YES
Donald LaPlante	YES

Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

B. CLOSE the Public Hearing to hear public response to the Education Protection Account Resolution No. 201819-13.
Votes:
Motion:

Motion By: Barbara Samperi Seconded By: Martha Sodetani

Nancy Swenson	YES
Donald LaPlante	YES
Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

C. ADOPT Resolution No. 201819-13, regarding the Education Protection Account.
Votes:
Motion:

Motion By: Giovanna Perez-Saab Seconded By: Tod Corrin

Nancy Swenson	YES

Donald LaPlante	YES
Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

D. ADOPT Resolution No. 201819-14, to Establish Temporary Interfund Cash Transfers for 2019-20.
Votes:
Motion:

Motion By: Martha Sodetani Seconded By: Barbara Samperi

Nancy Swenson	YES
Donald LaPlante	YES
Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

E. HEAR presentation from Christina Aragon, Associate Superintendent, Business Services, on the 2019-20 Budget and Local Control Funding Formula.
Minutes:
General Administrative Items H, I and J were called to be presented prior to Items E, F and G.

F. DECLARE a Public Hearing on the budget for the 2019-20 fiscal year in accordance with Education Code Section 42103.

Minutes:

There was no response.

Votes:

Motion:

Motion By: Giovanna Perez-Saab Seconded By: Martha Sodetani

Nancy Swenson	YES
Donald LaPlante	YES
Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

G. CLOSE the Public Hearing on the budget for the 2019-20 fiscal year in accordance with Education Code Section 42103.earing

Votes:

Motion:

Motion By: Barbara Samperi Seconded By: Martha Sodetani

Nancy Swenson	YES
Donald LaPlante	YES
Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES

Martha Sodetani	YES

Result: PASSED

H. REVIEW the Local Control Accountability Plan (LCAP) Federal Addendum for the 2019-2020 school year.

I. DECLARE a Public Hearing to hear public response to the draft 2019-2021 Local Control Accountability Plan.
Minutes:
There was no response.
Votes:
Motion:

Motion By: Mark Morris Seconded By: Barbara Samperi

Nancy Swenson	YES
Donald LaPlante	YES
Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

J. CLOSE the Public Hearing to hear public response to the draft 2019-2021 Local Control Accountability Plan.
Votes:
Motion:

Motion By: Barbara Samperi Seconded By: Mark Morris

Nancy Swenson	YES
Donald LaPlante	YES

Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

IV. SPECIAL ADMINISTRATIVE SERVICES - Instruction

A. APPROVE high school textbooks proposed for adoption for the 2019-2020 school year.
Votes:
Motion:

Motion By: Barbara Samperi Seconded By: Giovanna Perez-Saab

Nancy Swenson	YES
Donald LaPlante	YES
Tod Corrin	YES
Mark Morris	YES
Giovanna Perez-Saab	YES
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

V. ITEMS FOR FUTURE AGENDA

VI. NEXT MEETING
Minutes:
The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, June 18, 2019, at 8:30 a.m. in te Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

The meeting was recessed at 6:23 p.m., and reconvened at 6:32 p.m.

VII. CLOSED SESSION to discuss:

Minutes:

The Board of Education retired into Closed Session at 6:33 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, and Negotiations, and reconvened into Open Session at 7:45 p.m.

During its recently concluded Closed Session, the Board of Education voted unanimously to appoint Dr. Connie Quintero as the Principal of Sussman Middle School.

During its recently concluded Closed Session, the Board of Education voted unanimously to appoint Dr. Xochitl Ortiz as the Principal of Columbus High School.

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

Minutes:

The Board of Education meeting adjourned at 7:47 p.m. in memory of Dorothy J. Curiel and Irvin Arnold Langton.

Board of Education
DOWNEY UNIFIED SCHOOL DISTRICT

_____

Nancy A. Swenson, President

_____

Tod M. Corrin, Clerk

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

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

Type:
Consent

Attachments:

Donation Board Card_PDF

Downey Unified School District

Office of the Superintendent

DATE: July 11, 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 $50.00 from Alameda Elementary School, Classroom G5, to be used in support of the TLC Family Resource Center;

2. Donation of $107.00 from the City of Downey's ASPIRE program at Unsworth Elementary School, to be used in support of the TLC Family Resource Center;

3. Donation of two handmade quilts and one blanket from the Good Shepard Lutheran Quilters, value determined by donor to be $25.00, to be used in support of the TLC Family Resource Center;

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

5. Donation of 96 children's backpacks from NANN LLC, value determined by donor to be $480.00, to be used in support of the TLC Family Resource Center.

SUPERINTENDENT'S RECOMMENDATION:

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

II.B. 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.

Type:
Consent

Attachments:

Conference Request Board Card_PDF

Downey Unified School District

Office of the Superintendent

DATE: July 11, 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 $50.00 from Alameda Elementary School, Classroom G5, to be used in support of the TLC Family Resource Center;

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3. Donation of two handmade quilts and one blanket from the Good Shepard Lutheran Quilters, value determined by donor to be $25.00, to be used in support of the TLC Family Resource Center;

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

5. Donation of 96 children's backpacks from NANN LLC, value determined by donor to be $480.00, to be used in support of the TLC Family Resource Center.

SUPERINTENDENT'S RECOMMENDATION:

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

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.I. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the fourth quarter of the 2018-19 school year.

Type:
Action

Attachments:

Williams Report - 4th Quarter

Los Angeles County Office of Education
Serving Students ▪ Supporting Communities
Leading Educators

Williams Lawsuit Settlement
Quarterly Report on Uniform Complaints 2018-2019

District Name: Downey Unified Date: 6/27/2019

Person completing this form: Alyda Mir Title: Assistant Superintendent

Quarter covered by this report (Check One Below):

☐	1st QTR	July 1 to September 30	Due 19-Oct 2018
☐	2nd QTR	October 1 to December 31	Due 18- Jan 2019
☐	3rd QTR	January 1 to March 31	Due 10-Apr 2019
☑	4th QTR	April 1 to June 30	Due 19-Jul 2019

Date for information to be reported publicly at governing board meeting: July 11, 2019

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0		
Facilities	0		
Teacher Vacancy and Misassignment	0		
TOTAL	0		

Print Name of District Superintendent John A. Garcia, Jr., Ph.D.

Signature of District Superintendent _____ Date 7/1/2019

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoe.edu

Rev. 07-18-18

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.J. AUTHORIZE signatories, as presented, effective July 1, 2019, and to remain in effect until subsequent action is taken by the Board of Education.

Type:
Consent

Attachments:

2019-20 Signatories Updated 071119

D o w n e y U n i f i e d S c h o o l D i s t r i c t

Business Services

DATE: July 11, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: 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 July 11, 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 Iacovitti, 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 Iacovitti, 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

l. 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:

School	Principal	Other
Columbus	Xochitl Ortiz	Deborah Young, Student Body Council Advisor Scott Marshall, Counselor
Downey	LeRoy T. Houts	Scott Fleming, Asst. Principal Andrea Sims, Activities Director
Warren	Laura Rivas	Jeff Giles, Asst. Principal Russell Heicke, Asst. Principal Ebony Jordan, Asst. Principal Gladys Velazquez, Asst. Principal Cari White, Assistant Principal Samantha Miyahara, Athletic Dir. Jay Waldron, Activities Director
Doty	Brent Shubin	Humberto Franco Garcia, 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:

School	Director/Principal	Other
Doty	Brent Shubin	Humberto Franco Garcia, Vice Principal
Sussman	Connie Quintero	Anita Arora, Vice Principal
Columbus	Xochitl Ortiz	
Downey	LeRoy T. Houts	Scott Fleming, Asst. Principal
Warren	Laura Rivas	Russell Heicke, Asst. Principal
Adult	Blanca Rochin	Cindy Grafton, Asst. Principal

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE signatories, as presented, effective July 1, 2019, and to remain in effect until subsequent action is taken by the Board of Education.

II.K. APPROVE updated Adult School memberships for the 2019-20 fiscal year.

Type:
Consent

Attachments:

Adult School Memberships

D o w n e y U n i f i e d S c h o o l D i s t r i c t

Business Services

DATE: July 11, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services

SUBJECT: 2019-20 UPDATED ADULT SCHOOL MEMBERSHIPS

ACTION ITEM

The following updated Adult School memberships for the 2019-20 fiscal year are being submitted to the Board for authorization:

Accrediting Commission for Schools
American Society of Health-System Pharmacists
Association for Career and Technical Education
Association for Supervision and Curriculum Development
California Adult Education Administrators Association (CAEAA)
California Association for Career and Technical Education
California Association for Dental Assistant Teachers
California Consortium for Independent Studies (CCIS)
California Council for Adult Education
California Court Reporters Association
California Directors of Vocational Nursing
California Pharmacy Technician Association
California State Consortium for Adult Education
California Vocational Nurse Educators (CVNE)
Council on Occupational Education
Deposition Reporters Association of California (CALDRA)
Downey Chamber of Commerce
Downey Coordinating Council
Learning Resources Network (LERN)
National Adult Education Honor Society
National Verbatim Reporters Association (NVRA
Pharmacy Technician Educators Council
Pro Literacy
Reporting Association of Public Schools
Soroptimist International
Southern California Directors of Vocational Nursing Programs
Student Financial Aid Administrators

SUPERINTENDENT'S RECOMMENDATION:

APPROVE updated Adult School memberships for the 2019-20 fiscal year.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.L. APPROVE SELPA memberships for the 2019-20 fiscal year.

Type:
Action
Consent

Attachments:

Memberships SELPA 2019-20

D o w n e y U n i f i e d S c h o o l D i s t r i c t

Business Services

DATE: July 11, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services

SUBJECT: 2019-20 SELPA MEMBERSHIPS

ACTION ITEM

The following SELPA memberships for the 2019-20 fiscal year are being submitted to the Board for authorization:

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

SUPERINTENDENT'S RECOMMENDATION:

APPROVE SELPA memberships for the 2019-20 fiscal year.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.M. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2018-19 fiscal year.

Type:
Consent

Attachments:

PO's for 07/11/19 Board Meeting

DOWNEY UNIFIED SCHOOL DISTRICT
PURCHASE ORDER LISTING FOR JULY 2019

FUND 01.0 GENERAL $399,876.81	190359	195627	196488	196641	196663	196750	AR196736
	190606	196280	196489	196642	196667	196751	AR196738
	190610	196400	196490	196643	196671	196752	B190679
	190619	196427	196491	196644	196737	196753	B191408
	190652	196471	196492	196645	196739	196484A	B192075
	191950	196472	196617	196646	196740	AR196425	B192076
	191989	196473	196618	196647	196741	AR196482	
	192746	196483	196622	196651	196743	AR196649	
	194697	196485	196637	196656	196744	AR196659	
	195303	196486	196638	196657	196745	AR196660	
	195311	196487	196639	196658	196749	AR196669	
FUND 11.0 ADULT $11,567.70	192371	195376	196640	196668	AR196747		
	195376	195649	196650	196748			
FUND 14.0 DEFERRED MAINTENANCE $6,274.00	195389						
FUND 21.0 BOND MEASURE O $556,260.07	194420	196661	196665	196670	180165A	193313A	193315A
FUND 67.2 SELF INSURANCE - HEALTH & WELFARE $2,700.00	196746						

II.N. RATIFY B Warrants for Downey Unified School District, falling between warrant numbers 25329128 and 25386293, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning June 1, 2019 and ending June 30, 2019.

Type:
Consent

Attachments:

PDF - B Warrants June 2019

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: July 11, 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: B WARRANTS

ACTION ITEM

RATIFY B Warrants for Downey Unified School District falling between warrant numbers 25329128 and 25386293 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning June 1, 2019 and ending June 30, 2019:

General Fund (01.0)	Total	$5,366,702.85
Adult Education Fund (11.0)	Total	144,115.80
Cafeteria Fund (13.0)	Total	433,812.83
Building Fund (21.0)	Total	2,129,848.79
Property/Liability Self-Insurance Fund (67.0)	Total	1,972.90
Workers' Comp. Self-Insurance Fund (67.1)	Total	78,502.35
Health Care Self-Insurance Fund (67.2)	Total	1,716,815.29
Dental Care Self-Insurance Fund (67.3)	Total	244,113.68
Vision Care Self-Insurance Fund (67.4)	Total	26,202.87
Retirement Medical Self-Insurance Fund (67.5)	Total	22,003.42
Payroll Clearance Fund (76.0)	Total	718,216.77

II.O. 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 May 2019, covered by Payroll Orders issued through June 2019.

Type:
Consent

Attachments:

PDF - Payroll Orders June 2019

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: July 11, 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

ACTION ITEM

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

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #175-N	2,007.00					
Reg. #H1W-N	147,531.08	6,621.43	16,938.60	1,566.30	11,104.18	
Reg. #H1W-C	624.00					
Reg. #157-N	135.35					
Reg. #H1V-N	196,838.65	17,977.90	34,558.03	3,272.13	126,825.68	
Reg. #H1V-C	1,014.00					
Reg. #E4V-N		138,687.37	4,203.77		926.01	

TOTAL $710,831.48

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.P. AMEND Agreement No. 201819-133 with Elizabeth Gallardo to extend the agreement ending date from May 30, 2019 to June 30, 2019.

Type:
Consent

Attachments:

Elizabeth Gallardo - Time Extension Amendment

Agreement for additional time to complete services.

ORIGINAL AGREEMENT No. 201819-133

Original Agreement Term Dates: February 1, 2019 to May 30, 2019

Board Approved on: March 12, 2019

The following is an amendment to the original term dates of contract listed above. As services that were agreed to have not been completed due to scheduling issues.

I understand that the only item being modified are the dates of term that will now be from: **February 1, 2019** to **new end date: June 30, 2019.**

I understand that there will be no change to the agreed contract price that was agreed to. As only additional time is needed to complete services.

Service Provider:

Name: Elizabeth Gallardo / Address: P.O. BOX 1644 Bellflower, CA 90706
Phone: (562) 565-5107 Email: egallardoslp@gmail.com

Signature: _____ **Today's Date:** 6/6/2019

DOWNEY UNIFIED SCHOOL DISTRICT

_____
Signature

Name: Christina Aragon

Title: Associate Superintendent Business Services

Date: _____

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.Q. RATIFY Agreement for Independent Consultant Services No. 201819-200 with DeAngela Smith to provide individual family counseling services and participate in psychosocial assessments as an intern from August 1, 2018 through June 1, 2019.

Type:
Consent

Attachments:

DeAngela Smith Intern Agreement

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 201819-200

This AGREEMENT is made and entered into this 1 day of August 2018, between the Downey Unified School District ("DISTRICT") and DeAngela Smith, ("CONSULTANT"), to provide services under the direction of:

Patricia Sandoval, Special Education
(Printed Name Administrator Site/Department) (Site/Department)

1. **SCOPE OF SERVICES**
CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: (*Attach additional sheet as needed).*
To provide individual and family counseling and participate in psychosocial assessments as an intern to work towards completion of clinical training hours for a graduate program in marriage and family therapy.

2. **LOCATION OF PERFORMANCE/SERVICE:** Downey Unified School District

3. **PERIOD OF AGREEMENT**
This Agreement is effective August 1, 2018 and will be completed by June 1, 2019 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

4. **CREDENTIAL**
Does service provided require a credential, certificate, or permit: ☐ Yes ☑ No

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

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

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

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

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

6. PAYMENT

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

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

7. INDEMNIFICATION

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

8. INSURANCE

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

a. Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

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

(1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate.
(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than $1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

DeAngela Smith
Consultant Name

DeAngela Smith
Signature

Taxpayer ID no. or Soc. Sec. Number

Street Address

City, State, Zip Code

5/30/19
Date

Downey Unified School District

Christina Aragon
Associate Superintendent

Date

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

District use only below line

Account Number to be Charged: 01.0-65000.0-50010-31200-5890-7430000

Print Name and Title of Site Administrator | Date | Signature of Site Administrator

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

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

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.R. RATIFY Service Agreement No. 201819-202 with Adventures in Living Science to provide a presentation on animals and artifacts at Alameda Elementary School on June 26, 2019.

Type:
Consent

Attachments:

Adventures in Living Science Agreement

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

SERVICE AGREEMENT
Agreement No. 201819-202

THIS AGREEMENT made and entered into this 18 of June, 2019 by and between Adventures in Living Science, 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.
   2 hour booth style presentation with animals and artifacts at Alameda ESY

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $400.00, not to exceed $400.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term**. The term of this agreement begins 06/26/2019 and will terminate on or before 06/26/2019 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	Adventures in Living Science
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	14822 Dunton Drive
Downey, CA 90241		Whittier, CA 90604
Contact: Debbie Black	Contact:	Teresa Hernandez
(562)469-6521/dblack@dusd.net	Phone/email:	562-316-8530

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	
Signature	*Signature*
Print Name: Christina Aragon	Print Name:
Print Title: Associate Superintendent Business Services	Print Title:
Date:	Date:

District use only below line

Account Number to be Charged - 01.0-00000.0-11100-10000-5890-746100

Name and Title of Site Administrator-Please print

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.S. APPROVE agreement with Lozano Smith, Attorneys at Law, to provide legal services the District as needed during the 2019-2020 fiscal year.

Type:
Consent

Attachments:

Lozano Smith Agreement 2019/2020

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2019, between the DOWNEY UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	**ATTORNEY SIGNATURE**
Downey Unified School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* 
PRINTED NAME AND TITLE OF PERSON SIGNING Christina Aragon Associate Superintendent, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED July 11, 2019	DATE EXECUTED 5/30/2019

LS Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR DOWNEY UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	$ 275 - $ 300 per hour
Associate	$ 215 - $ 275 per hour
Paralegal / Law Clerk	$ 135 - $ 155 per hour
Consultant	$ 135 - $ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $300 - $350 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	$ 0.25 per page
Facsimile	$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.T. RATIFY Service Agreement No. 201920-22 with AMN Healthcare Inc. - DBA: Nursefinders LLC to provide licensed health care providers for DUSD students as needed from July 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

AMN Healthcare Inc. Service Agreement

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

SERVICE AGREEMENT
Agreement No. 201920-22

THIS AGREEMENT made and entered into this 9th of May, 2019 by and between AMN Healthcare Inc., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   AMN Healthcare Inc./DBA: Nursefinders LLC. to provide one or more licensed health care proividers

   (i.e., LPN's, LVN's, RN's, CNA's) for DUSD students as needed

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $See attached rate sheet, not to exceed $175,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term**. The term of this agreement begins July 1, 2019 and will terminate on or before July 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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	_____
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
DOWNEY UNIFIED SCHOOL DISTRICT	AMN Healthcare, Inc
	Nancy Thibodeau
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Nancy Thibodeau
Print Title: Associate Superintendent Business Services	Print Title: DVP
Date: _____	Date: 05/20/2019

District use only below line

Account Number to be Charged 01.0-33100.0-57500-31400-5816-7430000

Patricia Gonzalez Sandoval - Director of Special Education

Name and Title of Site Administrator-Please print

_____

Signature of Site Administrator Date

_____

Signature of Program Director ONLY IF using categorical funds Date

HEALTHCARE STAFFING AGREEMENT

This Healthcare Staffing Agreement together with Attachment 1 hereto and all applicable Service Line Exhibits (collectively, the "Agreement") is entered into by and between **Downey Unified School District** ("Client") and AMN Healthcare, Inc. ("Agency") on **July 1, 2019 through June 30, 2020** for the purpose of using healthcare clinicians ("Clinicians") to provide temporary professional services at Client's facility(ies).

1. **DESCRIPTION OF SERVICES.** Agency will use its best efforts to recruit qualified Clinicians to staff Client's facility(ies) from Agency and/or Agency's direct and indirect subsidiaries in accordance with Client's specifications. It is Agency's policy not to use subcontractors. The one or more attached service line exhibits ("Service Line Exhibit(s)") set forth the specific services to be furnished by Agency for the applicable service line, together with current fees for these services and other terms specific to such service line. Client represents, warrants and covenants that it (A) has obtained and will keep current all licenses, permits and authorizations necessary to conduct its business and to utilize the Clinicians in accordance with all applicable laws, rules and regulations, and (B) shall provide and be responsible for all oversight of Clinicians in connection with the temporary professional services provided by Clinicians for Client.

2. **COMPENSATION TO AGENCY.** Client agrees to pay for services rendered under this Agreement in accordance with the Service Line Exhibit(s), plus all applicable federal, state and local taxes that may be payable by Agency, including but not limited to, sales/use tax, excise tax and gross receipts tax. Should Agency be required to pay a Clinician any wage/hour penalty as required by federal or state law, such penalty shall be billed to Client at the applicable rate. The parties acknowledge that they have a reimbursement arrangement with respect to housing and meals. The reimbursement amount is included in the fee Client pays for services, except as otherwise specifically stated herein. Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.

3. **INVOICING.** Invoices will be rendered weekly and delivered via email or a web-based application (and Client and Agency shall cooperate to allow Client to obtain invoices in such manner) to the designation set forth in the section entitled "Notices" below. If Client requires Agency to use a non-electronic method of invoicing, then a $5.00 per non-electronic invoice fee shall apply. Payment by Client shall be due within 15 days of the invoice date and shall be paid by check or EFT. Credit card payments shall not be permitted without Agency's written consent, which may be withheld in its sole discretion. Agency may impose a finance charge of 18% per annum (or the maximum charge permitted by law, if less) to all outstanding past due amounts. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the particular error(s), omission(s) or objection(s) within 45 days of the invoice date. Failure to notify Agency within that time shall constitute a waiver by Client of any objection thereto.

4. **GOVERNMENT MANDATED COST INCREASES.** If at any time during the term of this Agreement, Agency is required to increase its employees' compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that Agency may increase the bill rates proportionately so as to place Agency in the same position it was in prior to such law, determination, order or action. Client shall pay such increased bill rates upon Agency's provision of 30 days notice of such increase.

5. **MEDICARE ACCESS.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.

6. **EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client will promptly investigate allegations of discrimination, harassment and retaliation and will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Clinicians immediately.

7. **NOTICES.** All notices, demands, requests or other instruments that may be or are required to be given hereunder ("Notices") shall be in writing and sent to the addresses set forth below (for Client under "Notices (Other than

Invoices/Billing)"), by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid. Invoices and billing items for Client shall be sent to the address set forth below and as provided in the section entitled "Invoicing" above.

AGENCY President, Travel Nursing
12400 High Bluff Drive, Suite 100
San Diego, California 92130

CLIENT	NOTICES (OTHER THAN INVOICES/BILLING):	INVOICES AND BILLING:
	X_____ Client Designated Contact Name	X_____ Client Designated Contact Name
	X_____ Client Designated Client Name	X_____ Client Designated Client Name
	X_____ Client Designated Address	X_____ Client Designated Address
	X_____ Client Designated City, State, Zip	X_____ Client Designated City, State, Zip
	X_____ Client Designated Email Address	X_____ Client Designated Email Address

The designations for Notices provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate. Either party may from time to time add or change its notice designation above in a writing given to the other party.

8. **ENTIRE AGREEMENT; ATTORNEYS' FEES; GOVERNING LAW.** This Agreement (including Attachment 1 and each executed Service Line Exhibit) contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member. No amendments to this Agreement (including a Service Line Exhibit) may be made except by written mutual agreement. In the event of a conflict between this Healthcare Staffing Agreement (or Attachment 1), on the one hand, and a Service Line Exhibit on the other hand, this Healthcare Staffing Agreement (or Attachment 1) shall control unless the conflicting provision in the Service Line Exhibit explicitly indicates the intent for such provision to supersede a specific provision in this Healthcare Staffing Agreement (or Attachment 1). In the event that any action is brought to enforce or interpret this Agreement or any part thereof, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action. In the event of non-payment by Client, Client shall pay all costs incurred by Agency in collecting delinquent amounts, including collection agency fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in the County of San Diego, California for any action arising under this Agreement.

9. **INSURANCE AND SAFETY LAWS.** At Client's request, Agency will provide certificates evidencing its worker's compensation, general liability and professional liability insurance coverage. Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a Clinician's assignment under Client's supervision, including but not limited to Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. While Agency will give each Clinician a safety and standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will also provide each Clinician with all necessary site-specific training, orientation, equipment and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of Client's workforce. Further, Client will only assign Clinicians to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of Clinician, Client shall provide Agency written notice of such claim immediately and, in no event more than 30 days after Client knew, or reasonably should have known, of such claim.

10. **CONFIDENTIAL INFORMATION.** Each Party shall keep confidential all Confidential Information of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena, in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information about either party or its employees that is disclosed or becomes known

to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Clinician and prospective Clinician names and information, bill rates and the terms of this Agreement, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature. Client agrees to use appropriate security measures to protect Agency and its subsidiaries' employee, client and/or Clinician personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

11. **CONSENT TO FAX.** In order to ensure that Agency is in compliance with state and federal law, Client hereby expressly grants permission to Agency to send all facsimile communications to any Client location.

12. **TERM.** The term of this Agreement shall be for a period of one year, and this Agreement will renew automatically for successive one year periods. Either party may terminate this Agreement upon the other party's material breach and failure to cure within 30 days, or at any time upon provision of 30 days written notice to the other party; provided, however, all Clinicians currently confirmed for an assignment, or at work on an assignment, will be permitted at Agency's option to complete their assignments under the terms of this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of Agency.

13. **SEVERABILITY.** If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.

14. **NON WAIVER.** Agency's failure to require performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall Agency's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.

15. **ASSIGNMENT.** Except with the prior written consent of Agency, Client may not assign or transfer any right, remedy or obligation under this Agreement, including by merger, consolidation, dissolution, or operation of law.

AGREED AND ACCEPTED

Downey Unified School District	**AMN HEALTHCARE, INC.**
By: _____	By: _____
Christina Aragon Name	_____ Name
Associate Superintendent, Business Services Title	_____ Title
July 11, 2019 Date	_____ Date

ATTACHMENT 1
GENERAL TERMS AND CONDITIONS

The following terms shall be made part of each Service Line Exhibit except to the extent specifically excluded therein:

1. **TIMEKEEPING; COMPENSATION OF CLINICIANS.** Clinicians will enter time worked into an electronic timecard system designated by Agency. Client shall designate a representative to review and approve all time no later than each Monday by 5 p.m. PST. Client's approval of Clinicians' time certifies that the hours submitted are correct, the work was performed to Client's satisfaction and authorizes Agency to bill Client for the hours worked by Clinicians. If Client's designated representative fails to timely report time worked to Agency, all time submitted by Clinicians will be considered accurate and Client shall be responsible for payment. If a Clinician does not report to work for a scheduled shift due to illness or some other reason outside of Client's control, Client will not be billed for those hours. Make-up of lost time will be at the mutual agreement of Client and Clinician. Agency has responsibility for all compensation of Clinicians working at Client's facility(ies) under this Agreement. Agency will obtain and keep on file all documentation required by the U.S. Citizenship and Immigration Services to prove legal status to work and reside in the USA.

2. **MINIMUM WORK WEEK.** For Clinicians confirmed for eight, 10 or any combination of eight, 10 and 12 hour shifts, Client will provide Clinicians a minimum of 40 scheduled hours per week. For Clinicians confirmed for 12 hour shifts only, Client will provide Clinicians a minimum of 36 scheduled hours per week. The guaranteed minimum work week calculation includes regular and overtime hours worked but does not include any "on-call" time. The guaranteed minimum work week applies to all work weeks, including weeks during which orientation is provided, weeks with Holidays and weeks during which there may be unit closures for all or any portion of such week. Should Client not provide a Clinician the minimum hours, Client will be invoiced and shall pay the applicable rate set forth in the applicable Service Line Exhibit for all hours below the minimum for such Clinician.

3. **OVERTIME.** Client agrees to pay one and one-half times the applicable rate for all hours worked more than 40 hours in one work week. If any applicable law requires Agency to pay Clinician daily overtime (an overtime multiple such as one and one-half times or two times the Clinician's hourly wage), Client shall pay Agency the same multiple on the applicable rate for such hours. Agency may comply with Client's policies regarding overtime when such compliance accords with Agency's obligations under state and federal law, and are communicated to Agency concurrently with the execution of this Agreement or at least 90 days prior to the effective date of such changes.

4. **ORIENTATION.** Client agrees to pay Agency for all orientation hours worked by Clinicians.

5. **ON CALL.** Client will pay uncontrolled on-call hours, defined as hours where the Clinician is not required to stay on the facility's premises, at the on-call rate set forth in the applicable Service Line Exhibit. Client will pay controlled on-call hours, defined as hours where the Clinician is required to stay on the facility's premises at the applicable rate. If Clinician is called back to work for Client while serving in an "on-call" capacity, the "on-call" charge will cease and Client will instead pay Agency the overtime rate for the duration of the call-back period. The minimum call-back period is two hours.

6. **HOLIDAYS.** For purposes of the Agreement, "Holidays" are: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, and Christmas Day. For purposes of clarification, all Holidays begin at 12:00 a.m. the day of the Holiday and run through 11:59 p.m. the day of the Holiday.

7. **HOME HEALTH PHONE REIMBURSEMENT.** If Client provides home health services and does not provide a cell phone to Clinician, Client agrees to pay for all work-related cell phone use by home health Clinicians, up to a maximum monthly amount of $50.00 as invoiced by Agency. Clinicians will be responsible for submitting monthly cell phone bill directly to Agency.

8. **FIRST REFERRING AGENCY.** It is understood that Agency is the first referring agency ("First Referring Agency") with respect to each presented Clinician unless Client notifies Agency within 48 hours of a written or verbal introduction that Client possesses prior knowledge of such Clinician's availability. If Agency is the First Referring Agency with respect to a Clinician, Client will adhere to the hiring limitations and provisions set forth in the applicable Service Line Exhibit. If Client does hire or use (except through Agency) a Clinician first referred by Agency on a travel or per-diem basis through another agency at any time and for any period prior to the later of (a) 18 months following the end date of a Clinician's assignment and (b) 18 months following the termination of the Agreement, Client shall pay Agency a $2,500 transfer fee (no fee applies where prohibited by law).

9. **COMMUNICATION DEVICES.** Client agrees to supply Clinicians with communication devices (e.g., cell phone, pager) needed to perform the duties as assigned at no cost to Clinician or Agency.

10. **TERMINATION OF ASSIGNMENT.** Agency will terminate a Clinician's assignment if the Client provides in writing that the Clinician is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. For any reasons other than those listed above, Client agrees to give Agency 60 days written notice of cancellation of any Clinicians once a confirmation has been sent by Agency. Should Client be unable to provide such 60 days cancellation notice, Agency reserves the right to bill Client for four weeks (40 hours per week) at the Clinician's applicable rate. In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any housing and travel costs actually incurred by Agency as a result of such cancellation.

11. **CLINICIAN QUALIFICATIONS.** Agency shall follow its standard certification and credential requirements for its Clinicians. Upon Clinician's arrival at Client facility, Client will verify the identity and credentials of each Clinician by a visual check of the Clinician's photo identification and professional license or certification. Client agrees to interview candidates within 48 hours of file submission.

12. **FLOATING.** Client agrees to float a Clinician only in accordance with Client's floating policies for all staff, and the clinical experience of the Clinician. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.

13. **PERFORMANCE EVALUATIONS.** Client agrees to complete a written evaluation regarding the performance of each Clinician upon completion of his or her assignment, and to forward this evaluation to Agency within 15 days. Client may complete the performance evaluation on either the form Agency provides or a comparable form of Client's choosing.

EXHIBIT A-6
SERVICE LINE - PER DIEM LOCAL ASSIGNMENTS

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries (including Nursefinders, LLC), will provide services in accordance with the Healthcare Staffing Agreement (and Attachment 1 thereto) entered into by and between **Downey Unified School District** ("Client") and Agency on or about **June 1, 2019** as modified by these additional terms. This exhibit sets forth the additional terms for per diem assignments under the Agreement effective as of **June 30, 2019** (the "Per Diem Effective Date").

A. RATES.

1. **SCHEDULE OF RATES.** The following Schedule of Rates is for per diem assignments for the positions listed below. These rates will go into effect for any Clinician currently on a per diem assignment or anyone beginning such an assignment or extension on or after the Per Diem Effective Date. The rates include recruitment, screening and credentialing and compensation for each Clinician placed with Client. On the first anniversary of this Agreement, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index or three percent, whichever is greater, shall be incorporated automatically into the Schedule of Rates.

SCHEDULE OF RATES			
TYPE OF CLINICIAN	**REGULAR RATE**	**ON-CALL RATE**	**Weekend Incentive Rate****
Registered Nurse	$60.00/hr	$9.00/hr	$65.00/hr
Licensed Practical/Vocational Nurse	$40.00/hr	$9.00/hr	$47.00/hr.
Medical Assistant	$29.00/hr	$9.00/hr	$33.00/hr.
Certiffied Nursing Assistant	$34.00/hr	$9.00/hr	$38.00/hr.
PT/OT	$70.00/hr.	$9.00/hr.	$75.00/hr.

2. **SHIFT DIFFERENTIALS.** The following increased differentials will apply to the Schedule of Rates. The hours between 7:00 pm on Friday through 6:59 am on Monday will be considered "weekend" shifts below. Shift differentials will be invoiced for the entire shift in which the majority of the hours worked is during the shift differential period.

Shift Start Time	Shift End Time	Amount	Description
3:00 pm	11:00 pm	$3.00/hr	Weekday evening and/or weekday rotating day/eve
11:00 pm	7:00 am	$6.00/hr	Weekday night and/or weekday rotating day/night
7:00 am	3:00 pm	$3.00/hr	Weekend day
3:00 pm	11:00 pm	$6.00/hr	Weekend evening
11:00 pm	7:00 am	$9.00/hr	Weekend night

3. **HOLIDAY RATE.** Client will pay one and one-half times the regular rate for all time worked by Clinicians on a Holiday. If Clinician is required to be on call on a Holiday, Client will be charged one and one-half times the on-call rate. For purposes of per diem local assignments, the term "Holidays" shall also include Easter Sunday (in addition to the other Holidays as defined in Attachment 1).

3. **TRAVEL EXPENSE.** Agency will bill Client for all Home Health Clinicians for all local mileage on daily visits in accordance with the current IRS guidelines.

B. OTHER TERMS.

1. **RIGHT TO HIRE.** Should Client directly hire or use any Clinician for whom Agency is the First Referring Agency, and Clinician has worked on behalf of Client through Agency, Client agrees to pay Agency a hire fee based on a percentage of the Clinician's annualized Agency base salary determined by the total consecutive hours worked on assignment by Clinician in accordance with the fee schedule below. No fee applies where payment of such fee is prohibited by law. Client shall provide Agency 30 days prior written notice of its intent to directly hire a Clinician, including the date of anticipated hire.

HOURS WORKED BY CLINICIAN FOR CLIENT	% ANNUAL SALARY

0-150 hours	30%
151-250 hours	28%
251-499 hours	25%
500-999 hours	23%
1000-1499 hours	20%
1500 hours or more	15%

For example, assuming Clinician has worked 1350 hours and earns an Agency base salary of $50,000 this calculates to: ($50,000 x 20%) = $10,000 due to Agency. The obligations of this provision shall survive the expiration or termination for any reason of the Agreement for a period of 18 months.

2. **SCHEDULING.** In no circumstances shall Client arrange additional assignments or extensions directly with Clinician. Client must obtain Agency's prior written approval for all such requests and arrangements. Client acknowledges that its failure to arrange assignments directly with Agency may impact Agency's ability to ensure Clinician's ongoing credentials and insurance as well as accurate and timely billing by Agency. Accordingly, Client shall indemnify and hold Agency harmless from all liability arising from Client's failure to obtain Agency's prior approval.

3. **REQUESTS FOR SERVICES.** Client shall give Agency a minimum of two hours notice prior to reporting time to request assignment of a Clinician. A shorter notice period may be provided by mutual agreement of the parties. Client shall pay Agency for the number of hours actually worked by Clinician.

4. **CALL-OFFS.**

a. Client Call-Off. Client may change or cancel any request for Clinician any time up to four hours prior to reporting time without penalty. Agency shall inform the Clinician of such change or cancellation prior to reporting time. If Client changes or cancels an order less than four hours before reporting time and the affected Clinician cannot be contacted prior to reporting to Client for work, Client shall be liable for four hours at the regular rate for Clinician involved. Client may then use the services of such Clinician for four hours. Cancellation of a Clinician mid-shift may occur at Client's discretion due to changes in patient needs, in which case Client shall pay Agency a minimum of four hours or the total hours worked by Clinician, whichever is more.

b. Call-Off by Agency. If Agency cancels a scheduled shift less than four hours prior to reporting time or Clinician is a "no-show" (fails to report for work at specified time), Agency shall use commercially reasonable efforts to provide to Client a replacement possessing equal or higher skill level prior to the reporting time. If Agency sends an appropriate replacement, Client will pay for actual hours worked by the replacement.

5. **OTHER.** The following entitled provisions contained in the Agreement shall not apply to assignments under this Exhibit: (A) LEAD TIME TO FILL ORDERS, (B) MINIMUM WORK WEEK, (C) TERMINATION OF ASSIGNMENT, (D) PERFORMANCE EVALUATIONS, and (E) HOME HEALTH PHONE REIMBURSEMENT.

AGREED AND ACCEPTED

Downey unified School District	**AMN HEALTHCARE, INC.**
By:_____	By:_____
Name: Christina Aragon	Name:_____
Title: Associate Superintendent, Business Services	Title:_____
Date: July 11, 2019	Date:_____

EXHIBIT C
CALIFORNIA (CA) PAY POLICY VERIFICATION
Required for All AMN Healthcare California Clients

CALIFORNIA MEAL AND REST PERIOD OBLIGATIONS. Client shall provide Clinicians who work in California meal and rest periods in accordance with California law.

Meal Periods
Client shall provide Clinicians who work more than five hours in a day the opportunity to take an uninterrupted 30-minute meal period no later than the end of Clinician's fifth hour of work. During the meal period, Clinicians must be relieved of all job duties and free to engage in personal activities. Client shall permit Clinicians who work more than five hours but no more than six hours in a workday to voluntarily waive their meal period.

Client shall provide Clinicians who work more than ten hours in a day the opportunity to take a second uninterrupted 30-minute meal period no later than the end of Clinician's tenth hour of work. Client shall permit Clinicians who work more than eight hours in a day to voluntarily waive one of the two meal periods by signing a meal period waiver form.

If Client fails to provide the Clinician with a meal period, the Client will be billed at the regular hourly bill rate for the Clinician's hours worked and an additional hour's pay for the meal period.

Rest Periods
Client shall authorize and permit Clinicians who work more than 3.5 hours in a work day the opportunity to take a paid ten (10) minute rest period for every four hours of work or major fraction thereof. A major fraction is over two hours of work. If the Client fails to authorize or permit the Clinicians to take a rest period, the Client will be billed at the regular hourly bill rate for all hours worked and an additional hour's pay for the rest period.

CALIFORNIA PAY VERIFICATION. To ensure compliance with California law, Client certifies that the following information is true and correct:

1. Is Client a Government facility? □ Yes □ No
2. Does Client have a collective bargaining agreement that establishes an alternate pay schedule? □ Yes □ No

If the answer to 1 or 2 is Yes, **STOP.**

If the answer to 1 and 2 is No, please provide info below:

3. The policy which describes Client's current overtime payroll practice for permanent nursing staff is (mark appropriate box or boxes):

□ *Option 1*: Staff is paid overtime (time and a half) for hours worked in excess of eight (8) hours worked in one (1) day and forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

□ *Option 2*: Staff has chosen an alternative workweek schedule (AWS), in accordance with California law AWS procedures. If Option 2 is checked, you are certifying to the statements below and **must also identify each unit** with an alternative workweek, using the spaces below.

NOTE: Do not choose this option if the alternate schedule is the result of a government exemption or collective bargaining.

a. Units with eight (8) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of eight (8) hours worked in one (1) day and forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

b. Units with ten (10) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of ten (10) hours worked in one (1) day and in excess of forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

c. Units with twelve (12) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

8-HOUR SHIFT UNITS: _____

10-HOUR SHIFT UNITS: _____

12-HOUR SHIFT UNITS: _____

Client acknowledges that Agency is entitled to rely, and will rely, on the accuracy of the representations, and that Client shall be liable for any and all costs, including penalties and third-party claims, and judgments arising from or related to Client's failure to comply with the obligations herein.

Signed by authorized agent for:

_____
Client Signature

_____
Printed Name

_____
Title

_____
Date

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.U. APPROVE Agreement No. 201920-32 with Addiction Treatment Technologies, LLC, to provide access to a mental health and substance abuse website for District families and staff from July 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

Addiction Treatment Technologies Agreement

GENERAL SERVICE AGREEMENT

D.U.S.D. Agreement No. 201920-32

This General Service Agreement (the "Agreement") dated this 1st day of July 2019 between Downey Unified School District a California public school district (the "Client") and Addiction Treatment Technologies, LLC, a Delaware limited liability company (the "Provider"). The Client and the Provider may be referred to referred to individually as "Party," or collectively as "Parties."

RECITALS

A. **WHEREAS**, the Client believes that the Provider has the necessary qualifications, experience and abilities to provide services to the Client.

B. **WHEREAS**, the Provider agrees to provide such services to the Client on the terms and conditions set forth in this Agreement.

AGREEMENT

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

1. **Services/Scope of Work**. Provider owns and operates a website located at the URL caresolace.com which provides information related to treatment options for various forms of mental health (the "Main Site"). Pursuant to the terms and conditions of this Agreement, Provider will provide a collection of tools and services (the "Services") to manage and operate a version of the Main Site that is branded with Client's name (the "Branded Site"). Provider will provide access to the Branded Site to Authorized Users, consisting of staff and students (and their parents) of Client (the "Client Community"), on a Software-as-a-Service ("SaaS") basis pursuant to the terms and conditions set forth in Exhibit A. In the event of any conflict between the provisions of this Agreement and Exhibit A, the terms of Exhibit A shall control.

1.1 The Provider will provide access to the Client to the following non-personally identifiable data collected from the Client Community: number of visitors, matches and phone appointments. Personally identifiable data collected by Provider pursuant to this Agreement will be handled by Provider in accordance with the privacy policy and terms of use posted on the Branded Site. Provider and Client each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, California Education Code section 49073.1, the Student Online Personal Information Protection Act (California Business & Professions Code § 22584), the Children's Online Privacy Protection Act, and The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

1.2 Provider shall staff its customer support center during the hours from 7:30am to 8:30pm Pacific Time, Monday through Friday (the "Business Hours") to provide telephone support. Through such representatives, Provider will use reasonable efforts to resolve computer and software malfunctions and user errors promptly, in response to technical support requests made by Authorized Users. In addition, email support will be provided during non-

Business Hours and Provider will use commercially reasonable efforts to respond to email support inquiries in a timely manner.

1.3 The Provider will ensure that each treatment provider whose information is included in the Branded Site ("Treatment Providers") satisfies the Provider's vetting process, which shall include, at a minimum, the following elements:

1.3.1 Confirmation that the treatment provider has provided services for no less than five (5) years;

1.3.2 A review of the treatment providers' licensure status with the applicable State licensing authority;

1.3.3 Confirmation that the treatment providers' are accredited by JACHO, CARF or similar accreditation organization;

1.3.4 Review of listing surveys from accreditation organizations to determine pending lawsuits;

1.3.5 Review by Provider's ethics and standards advisory board.

2. **Implementation for Client**.

2.1 Client agrees to the following implementation plan for those in need through the following channels:

2.1.1 Provider will provide access to the Services through a dedicated URL for Client (example: caresolace.com/district/[Client name]) (the "URL"). Designated representatives of Client will be provided with access to a dashboard to track non-individually identifiable information related to the number of visitors to the URL, number of matches and number of phone appointments scheduled via the Services. In the event that Client desires to obtain individually identifiable information from Provider related to an Authorized User, Client shall obtain and deliver to Provider a duly executed written authorization from such Authorize User, or his or her legal guardian (if applicable), in a form acceptable to Provider. With respect to the use by Client, or by Client's agents or employees, of the Branded Site or the Services, Client agrees to comply, and to cause its employee and agents to comply with The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).

2.1.2 will provide the URL to the Client Community to include: mental health, counselors, principals, HR directors, PTAs, students and parents.

2.1.3 Provider to set up onsite or virtual walk thru of the Services so personnel know about the features and functionality of the Services.

2.1.4 Provider to assist in implementing the URL on school websites and Client site as a resource for parents and students, as desired. Provider grants Client a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link ("Link") to the initial, top level display of the Branded Site, as identified by the

URL solely for the purpose of linking any website owned or controlled by Client to the Branded Site.

2.1.5 Client may send out parent and student notification to every email and text with the URL and short template of the new and accessible resource for anybody in need every quarter.

2.1.6 Provider to provide backpack mailer templates and email/text templates for delivery each quarter or 4 times per year so people are reminded there is a tool that is confidential for anyone in need.

2.1.7 Provider will provide all the professional development, training, coaching and on going support to key stakeholders to include: mental health team, psychs, counselors, assistant principals, principals, HR staff, district leadership and PTAs.

2.1.8 On boarding district staff requires (2-4) 30-40 minute sessions to get set up and showcase how the system works.

3. **Term of Agreement**.

3.1 The term of this Agreement (the "Term") will begin on July 1, 2019 through June 30, 2020. After the initial term is complete there will be a 1-year renewal (each a "Renewal Term"), however client can opt out of any renewal term by giving Provider a 30-day written notification prior to the renewal date. However, the maximum term is 5 years, pursuant to Education Code section 17596.

3.2 At any time, Client can cancel the Agreement after 30-days' written notice to the Provider.

4. **Performance**. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and will use their best efforts to ensure the awareness and positioning of the Provider tool is accessible throughout the community.

5. **Currency**. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

6. **Compensation**. For services rendered by the Provider under this Agreement, the Client will provide compensation to the Provider as follows:

- $15,500 per annual term for 24X7 mental health services
- The amounts set forth above shall be earned by Provider when paid and shall not be subject to pro-ration in the event of the termination of this Agreement prior to the end of any Term or Renewal Term.

7. **Compliance with HIPAA**. The parties acknowledge and agree that while Client is not a "Covered Entity" under HIPAA, Provider may act a "Business Associate" under HIPAA of the Treatment Providers. In that capacity, and in connection with the provision of the Services,

Provider shall comply at all times with the requirements of HIPAA that are applicable to Business Associates. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the "Privacy Rule" (45 CFR Parts 160 and 164, subparts A and E) and the "Security Rule" (45 CFR Part 164, subparts A and C), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act").

8. **Notices**. All notices, requests, demands or other communications between the Provider and the Client shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to the Client: Downey Unified SD

11627 Brookshire Ave

Downey, CA 90241

Attention: Ms. Alyda Mir

Email: almir@dusd.net

If to the Provider: Addiction Treatment Technologies, LLC DBA: Care Solace
737 Pearl Ave Ste. 201-J
La Jolla, CA 92037
Attention: Chad A. Castruita
Email: ____chad@caresolace.com_____

Any Party may change the address or persons to which notices are to be sent to it by giving written notice that such change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

9. **Dispute Resolution**.

9.1 In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

9.2 If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to a court of law representing the laws of the State of California. The court award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

10. **Indemnification; Insurance**.

10.1 The Provider agrees to indemnify and hold harmless the client from and against any and all claims for damages caused by the Providers' breach or failure to comply with this Agreement or any breach of any representation or warranty made by Provider in this Agreement.

10.2 During the term of this Agreement, Client shall obtain and maintain commercial general liability insurance and E&O insurance, with policy limits having minimum coverage of $1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance naming Provider as an "Additional Insured."

11. **Conflict of Interest Provision**. Provider shall comply with all state and federal healthcare referral and anti-kickback statutes. Provider represents and warrants that it does not have an ownership interest in any of the treatment providers whose information appears on the Branded Site.

12. **Privacy Policy/Terms of Use**. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

13. **Prevailing Party**. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable attorneys' fees and costs associated with the action.

14. **Modification of Agreement**. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

15. **Assignment**. The Provider will not assign or otherwise transfer its obligations under this Agreement without the written consent of Client.

16. **Entire Agreement**. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

17. **Titles/Headings**. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

18. **Governing Law**. It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

19. **Severability**. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to

be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

20. **Counterparts**. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

21. **Waiver**. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

22. **Authority to Execute Agreement**. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

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

Addiction Treatment Technologies, LLC ("Provider")
DBA: Care Solace

Chad A. Castruita, CEO
Printed Full Name: _____
Signature: _____

DUSD ("Client")

Printed Full Name: Christina Aragon
Title: Associate Superintendent, Business Services
Signature: _____
Board Approval Date: July 11, 2019

EXHIBIT A

SaaS
TERMS AND CONDITIONS

This Exhibit is attached to and made a part of the General Service Agreement between the parties. The terms and conditions set forth below apply to the use of the Services, along with any amendments to the Terms and any operating rules or procedures that may be published from time to time by Provider. Capitalized terms used in this Exhibit which are not defined here shall have the meaning ascribed to them in the Agreement.

1. Definitions.

1.1 "Client Data." Client's information or other data processed, stored or transmitted by, in or through the Services.

1.2 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.3 "Provider Technology." The computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services.

1.4 "Third-Party Vendor." Provider's vendors who provide products, services and other resources to enable the Services.

2. Services and Terms. The Services are provided to Client subject to these Terms and Conditions. This is an Agreement for Services, and Client is not granted a license to any software by this Agreement.

3. Use Restrictions. Client covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Client will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services ("Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

4. Security. Client and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their links to the Internet. As part of the Services, Provider shall implement reasonable security procedures consistent with prevailing industry standards to protect Client Data from unauthorized access; provided, however, unless resulting from the failure of Provider to perform the forgoing obligations, the parties agree that Provider shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Provider at the time. Provider will promptly report to Client any unauthorized access to Client Data promptly upon discovery by Provider, and Provider will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, Client shall be solely responsible for any and all such notifications at its expense.

5. Monitoring of Client's Use. Provider reserves the right to internally monitor Client's usage of the Branded Site and Services.

6. No Commingling of Client Data. The Services shall be operated in an environment where (i) all Client Data shall be stored on files totally separate from those of other customers of Provider, or (ii) all files containing Client Data are partitioned sufficient to protect the security and privacy of Client Data.

7. Content.

7.1 Content Entry. "Content" means any information that Client may generate, provide, store, post, transmit or upload in connection with the Service, such as data files, written text, software, music, graphics, stylized logos, photographs, images, sounds, videos, messages and similar materials. As between Provider and Client, Client retains title to Content. Client agree that Client shall not include Content that is or gives rise to, and Provider may (but is not required to) refuse or remove Content that it determines in its sole discretion to be, (a) unlawful, offensive, threatening, harmful, libelous, defamatory, pornographic, gambling-related, obscene, racist, infringing or otherwise objectionable; (b) not wholly-owned by or validly licensed to Client; (c) a violation of a third party's intellectual property rights; (d) a breach of this Agreement; and/or (e) a violation of the terms and conditions, as modified from time to time, of Provider or its vendors who provide products, services, and other resources to enable the Services.

7.2 Submission. Once Client submits required Content to Provider, Client (a) authorizes and appoints Provider to integrate the Content with its proprietary solution to create the Branded Site; (b) will provide Provider with all information including modified Content that it requests in connection with such integration; (c) grant Provider the right

to distribute or otherwise make the Branded Site available in accordance with the terms of the Agreement.

8. Technical Contacts. Client shall designate one of its employees as its principal contact for communicating with Provider regarding technical issues hereunder. Client may change its technical contact from time to time by written notice to Provider.

9. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Branded Site, Services, and Provider Technology shall remain exclusively vested in and be the sole and exclusive property of Provider and its licensors. In addition Client hereby transfers and assigns to Provider any rights Client may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client personnel relating to the Service.

10. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient"). For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, (i) non-public aspects of Provider's Site and the operation thereof, Provider Technology, and the Services and additional services provided by Provider, and Provider's business and technical information, and data, and (iii) Client Data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

11. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Client agrees that Provider is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Provider.

12. Client Representations and Warranties.

12.1 Client represents and warrants that: (a) the Content does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations and use of the Services (by Client and its Authorized Users) will not (i) violate any applicable laws, or regulations, or (ii) cause a breach of any agreements with any third parties.

12.2 In the event of any breach by Client of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Provider will have the right to suspend immediately any Services if deemed reasonably necessary by Provider to prevent any harm to Provider and its business. Provider will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach.

13. Provider Representations and Warranties. Provider represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Client will not violate any applicable laws or regulations of the United States. In the event of a breach by Provider of the foregoing warranties, Client's sole remedy is termination of this Agreement upon written notice to Provider.

14. Indemnity. Client agrees to defend, indemnify and hold harmless Provider and its affiliates and their respective officers, directors, agents, consultants and employees from

any claims, damages, liabilities, costs, and expenses (as incurred, including attorney's fees) arising from Client's breach or failure to comply with this Agreement or any breach of any of Client's representation or warranties.

15. Warranty. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, NONINFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. PROVIDER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OR THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, RISK OF INJURY TO CUSTOMER'S OR ANY USER'S COMPUTER, NETWORK, MARKET, OR CUSTOMER BASE OR COMMERCIAL ADVANTAGE. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

16. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS ESPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

17. Liability Cap. Except for Provider's confidentiality obligations, in no event shall Provider's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed the total fees payable by Client pursuant to the Agreement.

18. Publicity and Branding. Client agrees that Provider may (a) publicize Client's name, the fact of the Branded Site and Client's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

19. Options for Infringement Claims. If any party is enjoined from using the Provider Technology, or if Provider believes that the Provider Technology may become the subject of a claim of intellectual property infringement, Provider, at its option and expense, may: (i) procure the right for Client to continue to use the Services; (ii) replace or modify the Provider Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Provider shall refund to Client any and all subscription fees paid in advance by Client for those Services not provided by Provider and provide, at Client's request and free of charge, the Client Data in a database document format. This Section and the preceding Section sets forth the entire liability of Provider to Client for any infringement by the Provider Technology or Services of any intellectual property right of any third party.

20. Termination for End of Life. Notwithstanding anything contained in this Agreement to the contrary, in the event that Provider determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing customers, Provider may terminate this Agreement at any time by providing thirty (30) days prior written notice to Client.

21. Termination For Cause. If either party fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any subscription license fee or reimbursement due and payable to Provider under this Agreement, the non-defaulting party may terminate this Agreement upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

22. Transition Services. If Client is current in all payments due to Provider at the time of expiration or termination hereof, Provider shall provide to Client its Client Data in a standard database document format readily available to Provider at no additional charge. If Client requests the Client Data in a non-standard format, Client shall pay to Provider a reasonable fee for technical services as determined by Provider.

23. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to Provider hereunder.

24. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

25. Miscellaneous. This Agreement shall be construed under the laws of the State of California, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

II.V. APPROVE Agreement No. 201920-33 with PCM Technologies, LLC to provide background music services in the Warren High School cafeteria from July 1, 2019 through June 30, 2024..

Type:
Consent

Attachments:

PCM Technologies - Warren

This Agreement ("Agreement") made this April 26, 2019 (the "Effective Date") between PCM Technologies LLC herinafter referred to as "RX Music" and Downey Unified School District ,Operating As Warren High School (the "Subscriber").

Address 8141 DePalmaStreet City Downey

State CA Zip Code 90241 Tel 5628697306 Email mmilton@dusd.net

1. MONTHLY SERVICE FEES

RX Music shall provide to the Subscriber a background music service using the hardware set out below (the "Service") in return for the monthly service payments (the "Monthly Fees") set forth below. The Subscriber shall pay to RX Music the following Monthly Fees (subject to adjustment in accordance with paragraph 3 of this Agreement) plus all applicable taxes:

Equipment (Hardware Fees):

Music Zones Video Zones 2

Renewal Only for two music video only zones.
No Equipment Warranty.
If Federal or State regulations disallow audio subscriptions to be paid by Food Service funds then the agreement will terminate with no early termination penalty fees. Proper Official Notice will need to be given.
Service will be invoiced for the 10 months that school is in session (July and August will not be invoiced).

Monthly Fees (Service Fees): $ 150

2. TERM

This Agreement shall remain in effect for an initial term of 60 Months commencing on July 1, 2019 and shall be renewed by mutual agreement for an additional time period upon completion of the term.

3. PERFORMANCE RIGHTS FEES

The parties acknowledge that RX Music holds licenses to transmit digital music content in connection with the Service provided under this Agreement, which licenses are granted to RX Music by parties ("Music Rights Holders", including without limitation the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc.) who are entitled to collect license fees (the "Performance Rights Fees") from RX Music with respect RX Music's provision of the Service. Subscriber agrees to pay to RX Music, on a monthly basis, an amount equal to the aggregate of all Performance Rights Fees payable by RX Music to Music Rights Holders in respect of such month. As of the date hereof, all such amounts are included in the Monthly Fees set out above. Notwithstanding the foregoing, Subscriber acknowledges and agrees that in the event of any increase in the aggregate Performance Rights Fees payable by RX Music, whether due to an increase charged by a Music Rights Holder or to governmental action or otherwise, the Monthly Fees payable by Subscriber to RX Music hereunder shall thereupon immediately be increased by an equal amount.

Subscriber agrees to execute any form of acknowledgment reasonably required from time to time by Music Rights Holders in connection with licenses granted to RX Music by such Music Rights Holders.

4. PAYMENT OF SERVICE FEES

All Monthly Fees shall be payable by Subscriber in advance, within Thirty (30) days of the date of the invoice, commencing on the Service Start Date of this Agreement. Late payments shall be subject to an interest charge of Eighteen (18) percent per year, compounded monthly. The Subscriber shall pay all sales taxes and other taxes related to its use of the Service.

5. TERMINATION

If Subscriber fails to observe or perform any of its obligations under this Agreement and does not cure such failure within Thirty (30) days after a written notice thereof, or if the Subscriber becomes insolvent or bankrupt, or has a receiver appointed in respect of all or a substantial part of its property, RX Music in addition to all other rights it may have under law or this Agreement, shall have the right to do any one or more of the following: i) to cease providing the Service to the Subscriber; ii) to declare all amounts to be paid by the Subscriber during the remaining term hereof immediately due and payable, without relieving the Subscriber of its obligations under this Agreement. The Subscriber shall reimburse RX Music for all costs and expenses, including reasonable legal fees (on a solicitor and his client basis) incurred in connection with RX Music's exercise of its rights under this Agreement. RX Music may terminate this Agreement at any time without recourse or liability of any kind whatsoever to either party, if there is any failure due to acts of God, strikes, mechanical failure, regulatory or governmental action, any cause beyond RX Music's reasonable control or if in the opinion of RX Music it is no longer economical or feasible, technically or otherwise, to continue to provide the Service to the Subscriber on the terms set out in this Agreement. RX Music shall have the right to terminate this Agreement if any license agreement applicable to RX Music's provision of the Service is modified or terminated.

Initials

6. ASSIGNMENT

RX Music may assign this Agreement without the consent of Subscriber. Subscriber shall not assign this Agreement without the prior express written consent of RX Music. Notwithstanding the foregoing, Subscriber may assign this Agreement to a person or entity controlling, controlled by, or under common control with Subscriber; provided, however, Subscriber notifies RX Music in writing of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, representatives and permitted assignees. Any assignment of this agreement by the Subscriber shall be conditional upon the Subscriber first paying all outstanding balances to date in full.

7. MISCELLANEOUS

i) The Subscriber represents and warrants that the execution of this Agreement and the performance of its obligations hereunder does not and will not constitute a breach of any agreement or contract between the Subscriber and any other person. ii) This Agreement and RX Music's general practices, from time to time, relating to the collection of Performance Rights Fees contemplated in Paragraph 3 above, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises or warranties (expressed or implied) whether verbal or written. iii) No modification of this Agreement shall be valid unless made in writing and signed by both parties. iv) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

This Agreement is subject to the terms and conditions set out above which have been read and agreed to by the Subscriber and are part of this Agreement. This Agreement shall be binding on the parties when signed by the Subscriber and approved and accepted by RX Music.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME.

Downey Unified School District	**PCM Technologies LLC.**
(Subscriber's Legal Name)	(RX Music's Legal Name)
By: _____	By: _____
(Signature)	**(Signature)**
Name: Christina Aragon	Name: Gina Awdish
Title: Associate Superintendent, Business Services	Title: President & CEO

I/We have the authority to bind the corporation to the terms stated herein.

Initials

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.W. APPROVE Agreement No. 201920-34 with PCM Technologies, LLC to provide background music services in the Downey High School cafeteria from July 1, 2019 through June 30, 2024.

Type:
Consent

Attachments:

PCM Agreement-DHS

Agreement Standard Terms and Conditions

PCM Technologies LLC. Service Agreement

D.U.S.D. Agreement No. 201920-34

This Agreement ("Agreement") made this April 26, 2019 (the "Effective Date") between PCM Technologies LLC herinafter referred to as "RX Music" and Downey Unified School District ,Operating As Downey High School (the "Subscriber").

Address 11040BrookshireAvenue City Downey

State CA Zip Code 90241 Tel 5628697301 Email mmilton@dusd.net

1. MONTHLY SERVICE FEES

RX Music shall provide to the Subscriber a background music service using the hardware set out below (the "Service") in return for the monthly service payments (the "Monthly Fees") set forth below. The Subscriber shall pay to RX Music the following Monthly Fees (subject to adjustment in accordance with paragraph 3 of this Agreement) plus all applicable taxes:

Equipment (Hardware Fees):

Music Zones Video Zones 2

Renewal Only for two music video only zones.
No Equipment Warranty.
If Federal or State regulations disallow audio subscriptions to be paid by Food Service funds then the agreement will terminate with no early termination penalty fees. Proper Official Notice will need to be given.
Service will be invoiced for the 10 months that school is in session (July and August will not be invoiced).

Monthly Fees (Service Fees): $ 150

2. TERM

This Agreement shall remain in effect for an initial term of 60 Months commencing on July 1, 2019 and shall be renewed by mutual agreement for an additional time period upon completion of the term.

3. PERFORMANCE RIGHTS FEES

The parties acknowledge that RX Music holds licenses to transmit digital music content in connection with the Service provided under this Agreement, which licenses are granted to RX Music by parties ("Music Rights Holders", including without limitation the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc.) who are entitled to collect license fees (the "Performance Rights Fees") from RX Music with respect RX Music's provision of the Service. Subscriber agrees to pay to RX Music, on a monthly basis, an amount equal to the aggregate of all Performance Rights Fees payable by RX Music to Music Rights Holders in respect of such month. As of the date hereof, all such amounts are included in the Monthly Fees set out above. Notwithstanding the foregoing, Subscriber acknowledges and agrees that in the event of any increase in the aggregate Performance Rights Fees payable by RX Music, whether due to an increase charged by a Music Rights Holder or to governmental action or otherwise, the Monthly Fees payable by Subscriber to RX Music hereunder shall thereupon immediately be increased by an equal amount.

Subscriber agrees to execute any form of acknowledgment reasonably required from time to time by Music Rights Holders in connection with licenses granted to RX Music by such Music Rights Holders.

4. PAYMENT OF SERVICE FEES

All Monthly Fees shall be payable by Subscriber in advance, within Thirty (30) days of the date of the invoice, commencing on the Service Start Date of this Agreement. Late payments shall be subject to an interest charge of Eighteen (18) percent per year, compounded monthly. The Subscriber shall pay all sales taxes and other taxes related to its use of the Service.

5. TERMINATION

If Subscriber fails to observe or perform any of its obligations under this Agreement and does not cure such failure within Thirty (30) days after a written notice thereof, or if the Subscriber becomes insolvent or bankrupt, or has a receiver appointed in respect of all or a substantial part of its property, RX Music in addition to all other rights it may have under law or this Agreement, shall have the right to do any one or more of the following: i) to cease providing the Service to the Subscriber; ii) to declare all amounts to be paid by the Subscriber during the remaining term hereof immediately due and payable, without relieving the Subscriber of its obligations under this Agreement. The Subscriber shall reimburse RX Music for all costs and expenses, including reasonable legal fees (on a solicitor and his client basis) incurred in connection with RX Music's exercise of its rights under this Agreement. RX Music may terminate this Agreement at any time without recourse or liability of any kind whatsoever to either party, if there is any failure due to acts of God, strikes, mechanical failure, regulatory or governmental action, any cause beyond RX Music's reasonable control or if in the opinion of RX Music it is no longer economical or feasible, technically or otherwise, to continue to provide the Service to the Subscriber on the terms set out in this Agreement. RX Music shall have the right to terminate this Agreement if any license agreement applicable to RX Music's provision of the Service is modified or terminated.

Initials

6. ASSIGNMENT

RX Music may assign this Agreement without the consent of Subscriber. Subscriber shall not assign this Agreement without the prior express written consent of RX Music. Notwithstanding the foregoing, Subscriber may assign this Agreement to a person or entity controlling, controlled by, or under common control with Subscriber; provided, however, Subscriber notifies RX Music in writing of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, representatives and permitted assignees. Any assignment of this agreement by the Subscriber shall be conditional upon the Subscriber first paying all outstanding balances to date in full.

7. MISCELLANEOUS

i) The Subscriber represents and warrants that the execution of this Agreement and the performance of its obligations hereunder does not and will not constitute a breach of any agreement or contract between the Subscriber and any other person. ii) This Agreement and RX Music's general practices, from time to time, relating to the collection of Performance Rights Fees contemplated in Paragraph 3 above, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises or warranties (expressed or implied) whether verbal or written. iii) No modification of this Agreement shall be valid unless made in writing and signed by both parties. iv) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

This Agreement is subject to the terms and conditions set out above which have been read and agreed to by the Subscriber and are part of this Agreement. This Agreement shall be binding on the parties when signed by the Subscriber and approved and accepted by RX Music.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME.

Downey Unified School District (Subscriber's Legal Name)	**PCM Technologies LLC.** (RX Music's Legal Name)
By: _____ **(Signature)**	By: _____ **(Signature)**
Name: Christina Aragon	Name: Gina Awdish
Title: Associate Superintendent, Business Services	Title: President & CEO

I/We have the authority to bind the corporation to the terms stated herein.

Initials

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.X. APPROVE Agreement for Independent Consultant Services No. 201920-39 with HBCC to provide training to Calvary Chapel Christian School on August 5, 2019.

Type:
Consent

Attachments:

HBCC Agreement

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 201920-39

This AGREEMENT is made and entered into this 6th day of June 2019, between the Downey Unified School District ("DISTRICT") and HBCC, ("CONSULTANT"), to provide services under the direction of:

Jennifer Robbins, Elementary Education
(Printed Name Administrator Site/Department) (Site/Department)

1. SCOPE OF SERVICES

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

Professional development in-service overview training in Helping the Behaviorally Challenging Child at Calvary Chapel Christian School on August 5, 2019 from 10:00 AM - noon.

2. LOCATION OF PERFORMANCE/SERVICE: Calvary Chapel Christian School

3. PERIOD OF AGREEMENT

This Agreement is effective 8/5/19 and will be completed by 8/5/19 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

4. CREDENTIAL

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

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

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

5. INDEPENDENT CONSULTANT

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

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of $ 350.00 per event not to exceed a total of $ 350.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

a. Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

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

(1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate.
(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than $1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

HBCC

onsultant Name

Signature

Taxpayer ID no. or Soc. Sec. Number

Street Address

City, State, Zip Code

3.6.19

Date

Downey Unified School District

Christina Aragon
Associate Superintendent

Date

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

District use only below line

Account Number to be Chaj ed 01.0-40350.0-11100-10000-sa04-148oooo

Jennifer Robbins, Director, Elementary Education

Print Name and Title of Site Administrator

6/11/19

Date

Signature of Site Administrator

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

Signature of Program Director

Date

Financial Services (verify acct. #)

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.Y. APPROVE Service Agreement No. 201920-40 with UC Office of the President/Transcript Evaluation Service to provide transcript evaluation services from July 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

US Office of the President/TES Agreement

UC/TES Scope of Work Addendum A

UC/TES Terms and Conditions Addendum B

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

SERVICE AGREEMENT
Agreement No. 201920-40

THIS AGREEMENT made and entered into this 1st of July, 2019 by and between UC Office of the President, 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.

   _____

   _____

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $17,345.25, not to exceed $17,345.25 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term**. The term of this agreement begins July 1, 2019 and will terminate on or before June 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	UC Office of the President
Business Services	Dept.:	Diversity & Engagement
11627 Brookshire Ave.	Address:	1111 Franklin St, 11th Floor
Downey, CA 90241		Oakland, CA 94607
Contact: Debbie Black	Contact:	Michael Burton
(562)469-6521/dblack@dusd.net	Phone/email:	5102873374/michael.burton@ucop.edu

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	UC Office of the President
	Michael L Burton Digitally signed by Michael L Burton Date: 2019.06.12 10:08:00 -07'00'
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Michael L Burton
Print Title: Associate Superintendent Business Services	Print Title: Program Manager, TES
Date:	Date: June 12, 2019

District use only below line

Account Number to be Charged 01.0-03000.0-11100-10000-5890-7460550

John Harris, Director of College and Career Readiness

Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date 6-19-19

Signature of Program Director ONLY IF using categorical funds — Date

UNIVERSITY OF CALIFORNIA Transcript Evaluation Service

Statement of Work
UC-TES School Subscriber Agreement

1111 Franklin Street, 9th floor Oakland, CA 94607

Agreement for: Downey Unified School District
Date: July 11, 2019
Agreement # 201920-40

This Statement of Work ("SOW") is issued pursuant to the terms and conditions of the Terms of Service and Privacy Policy ("Agreement") dated July 1st, 2019 between **Downey Unified School District** ("Subscriber") and the **University of California** ("UC"), collectively referred to as the "PARTIES".

Unless explicitly stated otherwise in this SOW, any capitalized terms shall have the meaning given to them in the SOW. Any provisions of the Agreement not amended by this SOW shall remain in full force and effect. References to the "SOW" shall mean the Agreement and this SOW together.

1. Description of Services

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

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

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

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

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

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

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

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

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

Table 1. Deliverables and Pricing

School Name	Rate	Fee	Cost
Warren High School	3,592	$2.25/student	$8,082.00
Downey High School	4,117	$2.25/student	$9,263.25
	7,709		**$17,345.25**

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

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

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

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

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

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

Accepted and agreed to: University of California	
Signed:	
Printed:	
Title:	
Date:	

Accepted and agreed to: Downey Unified School District	
Signed:	
Printed:	Christina Aragon
Title:	Associate Superintendent, Business Services
Date:	July 11, 2019

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UNIVERSITY OF CALIFORNIA Transcript Evaluation Service

1111 Franklin Street, 9th floor Oakland, CA 94607

The Family Educational Rights and Privacy Act (FERPA)

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

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

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

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

Terms of Service Agreement

1. **Acknowledgement and consent**
   As the representative authorized to procure services for your educational institution(s), you are agreeing to receive no less than one calendar year of services as described by the University of California in the Statement of Work ("SOW"), a separate document signed by the authorized party for the school and the University. The date of services shall be marked by either a signed document or electronic request and acknowledgement for services. By acknowledging your approved request to receive services, you are aware that the University accepts the personal demographic, academic, and identifiable data necessary to conduct the evaluation by the University of California's Transcript Evaluation Service ("TES")[1]. The University evaluates data as a service for participating public schools within California to determine student progress toward meeting the minimum admission requirements of California's public systems of higher education. Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfy the "a-g" requirements. The data from TES are used to provide schools and districts with support from University programs, research and public service mission–focused partners.

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

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

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

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

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

b. "Tangible Research Material" is a tangible item produced or collected in the course of research: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University.

c. The University may use data collected from schools to populate the admissions application for the University and its public higher education segment partners, the California State University and California Community Colleges.[3] Students will

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

[3] Select the application name for the URL to access list of data elements: applyUC, CSUMentor, and CCC apply.

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

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

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

4. **Ownership and Use of Research Data**
Research Data are the property of University of California Office of the President.[5] Any research principal investigator, or authorized entity in contract with the University to conduct such research or programs, shall retain original Research Data on behalf of the University. The principal investigator is responsible for ensuring that Research Data, whether generated by the principal investigator or the principal investigator's research team, are recorded, stored and used in accordance with the generally accepted standards of his or her respective discipline and any requirements of applicable federal or state law or regulations, University policies and guidelines, and University contractual commitments.[6] The principal investigator should consult the appropriate campus or University administrative office regarding the use and stewardship of Research Data that may be subject to applicable export control regulations, laws and regulations protecting the rights and privacy of human subjects, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other applicable laws and regulations.

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

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

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

[6] Contract and Grant Manual, Chapter 10-330: Principal Investigators.

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

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

5. **Data Sharing**

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

6. **Subscriber Responsibilities and Rights**

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Limitation of Liability**
IN NO EVENT WILL THE UNIVERSITY (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE FOR
    a. ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE

OF THE SERVICES, PERFORMANCE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT,

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

Signature Page

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

AGREED: **DOWNEY UNIFIED SCHOOL DISTRICT**

_____
Signature

Christina Aragon
Printed Name

Associate Superintendent, Business Services
Title

July 11, 2019
Date

AGREED: **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

_____
Signature

_____
Printed Name

_____
Title

_____
Date

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.Z. APPROVE Service Agreement No. 201920-43 with Jigsaw Learning – DBA: Teachtown to provide social skills curriculum to Elementary and Middle School SBC classrooms from October 31, 2019 through October 31, 2020.

Type:
Consent

Attachments:

Contract - Jigsaw Learning DBA: TEACHTOWN

Rate Sheet

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

SERVICE AGREEMENT
Agreement No. 201920-43

THIS AGREEMENT made and entered into this 18 of June, 2019 by and between Jigsaw Learning - DBA: Teachtown, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $4,939.00, 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. **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 10/31/2019 and will terminate on or before 10/31/2020 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.

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

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	TeachTown Inc
Business Services	Dept.:	baitchison@teachtown.com
11627 Brookshire Ave.	Address:	330 West Cummings Park
Downey, CA 90241		Woburn, MA 01801
Contact: Debbie Black	Contact:	Beth Aitchison
(562)469-6521/dblack@dusd.net	Phone/email:	(877)295-8238 (fax)

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	
	Kimberly A. Johnson
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Kimberly A. Johnson
Print Title: Associate Superintendent Business Services	Print Title: Vice President
Date:	Date: JUne 19, 2019

District use only below line

Account Number to be Charged 01.0-65000.0-57500-11100-4320-7430000 (Licences)

Patricia Gonzalez-Sandoval / Director / Special Education

Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date 6-24-19

Signature of Program Director ONLY IF using categorical funds — Date

TeachTown, Inc. Proposal

ADDENDUM A

Account Name: Downey Unified School District	**Date:** 6/19/2019

Elementary Social Skills Licenses	Product Code	Quantity	Unit Cost	Total Cost
Social Skills Online Subscription Program	SSA1172	9	$449.00	$4,041.00
Total Cost				$4,041.00

Middle School Social Skills Licenses	Product Code	Quantity	Unit Cost	Total Cost
Middle School Social Skills Online Subscription Program	SSM1197	2	$449.00	$898.00
Total Cost				$898.00

Total Pricing Review	
Product / Service	
Elementary Social Skills Licenses	$4,041.00
Middle School Social Skills Licenses	$898.00
Grand Total	$4,939.00

Additional Notes
Proposal to renew Social Skill Elementary and Middle school licenses. Renewal due 10/31/19.

How to place an order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown, Inc.
330 West Cummings Park
Woburn, MA 01801

PRESENTED TO:

Downey Unified School District



TeachTown, Inc.
330 West Cummings Park
Woburn, MA 01801
(877) 295-8238 - Fax

Beth Aitchison
Sales Executive
baitchison@teachtown.com

TeachTown, Inc. Proposal

ADDENDUM A

Account Name: Downey Unified School District			**Date:** 6/19/2019	
Elementary Social Skills Licenses	Product Code	Quantity	Unit Cost	Total Cost
Social Skills Online Subscription Program	SSA1172	9	$449.00	$4,041.00
Total Cost				$4,041.00

Middle School Social Skills Licenses	Product Code	Quantity	Unit Cost	Total Cost
Middle School Social Skills Online Subscription Program	SSM1197	2	$449.00	$898.00
Total Cost				$898.00

Total Pricing Review	
Product / Service	
Elementary Social Skills Licenses	$4,041.00
Middle School Social Skills Licenses	$898.00
Grand Total	$4,939.00

Additional Notes
Proposal to renew Social Skill Elementary and Middle school licenses. Renewal due 10/31/19.

How to place an order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown, Inc.
330 West Cummings Park
Woburn, MA 01801

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.AA. APPROVE Service Agreement No. 201920-44 with Optometric Vision Care Associates to provide one post therapy follow-up and summary of follow up for a DUSD student from July 1, 2019 through September 30, 2019.

Type:
Consent

Attachments:

Contract - Optometric Vision Care & Associates

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

SERVICE AGREEMENT
Agreement No. 201920-44

THIS AGREEMENT made and entered into this 19 of JUNE, 2019 by and between Optometric Vision Care Associates, 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.

   Student # 718682 - to receive 1 post therapy follow-up.

   Provider agrees to provide the DISTRICT with summary of follow-up.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $140 for post follow up, not to exceed $140.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term**. The term of this agreement begins July 1, 2019 and will terminate on or before September 30, 2019 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	Dr. Eric T. Ikeda, O.D.
Business Services	Dept.:	Contracts
11627 Brookshire Ave.	Address:	16816 Clark Ave.
Downey, CA 90241		Bellflower, CA 90706
Contact: Debbie Black	Contact:	
(562)469-6521/dblack@dusd.net	Phone/email:	(562) 925-6591

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	Optometric Vision Care Associates
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Eric T. Ikeda
Print Title: Associate Superintendent Business Services	Print Title: owner
Date:	Date: 6/25/19

District use only below line

Account Number to be Charged 01.0-33100.0-50010-31400-5804-7430000

Patricia Gonzalez-Sandoval / Director / Special Education

Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date: 6/24/19

Signature of Program Director ONLY IF using categorical funds — Date

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.BB. RATIFY Agreement No. 201920-46 with Bernier Refrigeration Generation, Inc. to replace sinks and shelving at Gauldin Elementary School from June 18, 2019 through August 8, 2019.

Type:
Consent

Attachments:

Bernier Refrigeration Agreement PO 196426

Downey Unified
SCHOOL DISTRICT

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER 201920-46

PURCHASE ORDER NUMBER 196426

THIS CONTRACT is made and entered into this 18th day of June, 2019, by and between Bernier Refrigeration Generation Inc ("Contractor") and Downey Unified School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of: Forty-two Thousand, Eight Hundred Thirty-eight & 00/100 Dollars ($ 42,838.00) ("Contract Price"), the following services ("Services" or "Work"):

   All necessary services, equipment, labor, portal charges, parts, and/or materials needed to replace existing sinks and shelving with new stainless steel sinks, stainless steel work stations, and stainless steel shelving including stainless steel wall treatment

2. Contractor shall perform the Work at Gauldin Elementary School
   Located at 9724 Spry Street, Downey, CA 90242
   ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall begin upon issuance of the District's Notice to Proceed and shall be completed by August 8, 2019 ("Completion Date").

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of : One Hundred & 00/100 Dollars ($ 100.00) per day for each and every calendar day ofdelay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

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

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond (if required), payment (labor and material) bond (if required), the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Downey Unified School District ("Architect"), the construction manager on the Project is Calvin Davis ("Construction Manager"), and the project inspector on the Project is Marc Milton ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Marc Milton of the Food Services Department of the District.

Downey Unified
SCHOOL DISTRICT

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

District	**Contractor**
Downey Unified School District	Name: Bernier Refrigeration Generations Inc
ATTN: **Darren Purseglove**	ATTN: Moe Bernier
[ADDRESS] **11627 Brookshire Avenue**	[ADDRESS] 1918 1/2 Doreen Ave
Downey, CA 90241	El Monte, CA 91733
[FAX] **(562) 469-6536**	[FAX] (626) 350-5839
[EMAIL] **dpurseglove@dusd.net**	[EMAIL] moe@bernierrefrigeration.com

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

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___	Dated: June 19th, 2019
Downey Unified School District	**Contractor:** Bernier Refrigeration Generations Inc
Signature: _____	Signature: _____
Print Name: **John Garcia, Jr., Ph.D**	Print Name: Patrick Bernier
Print Title: **Superintendent**	Print Title: Operations Manager
Address: **11627 Brookshire Avenue**	License No.: #361835
Downey CA, 90241	Registration No.: 1000003311
Telephone: **(562) 469-6533**	Address: 1918 1/2 Doreen Ave, South El Monte, CA 91733
Facsimile: **(562) 469-6536**	Telephone: (626) 350-6150
E-Mail: **djimenez@dusd.net**	Facsimile: (626) 350-5839
	E-Mail: patrick@bernierrefrigeration.com

Downey Unified
SCHOOL DISTRICT

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__✓__ Corporation, State: S-Corp
____ Limited Liability Company
____ Other: _____

46-2571549 :
Employer Identification and/or
Social Security Number

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

Downey Unified
SCHOOL DISTRICT

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to

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

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. **EXCAVATIONS OVER FOUR FEET**: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

17. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.

18. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

20. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein.

22. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

24. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

25. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

26. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the

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

27. **INDEMNIFICATION:**

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

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

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

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

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

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

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

29. **CONTRACTOR'S INSURANCE:**

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

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

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

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

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

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

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

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

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

29.3 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.

33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

34. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

34.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

34.2 **Registered Subcontractor List**: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

34.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at

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

34.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

35. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

37. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

38. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services

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

40. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

43. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

45. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

46. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

48. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

49. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

50. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Downey Unified
SCHOOL DISTRICT

Public Contract Code section 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Downey Unified
SCHOOL DISTRICT

Public Contract Code sections 20104 – 20104.6

§ 20104.

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

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

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

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

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

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

§ 20104.2.

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

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

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

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

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

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

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

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

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

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

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

§ 20104.4.

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

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

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

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

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

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

§ 20104.6.

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

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



Lic. 361835

Bernier Refrigeration *Generations* Inc.

Sales, Service & Installation
1918 1/2 Doreen Ave., So. El Monte, CA 91733
(626) 350-6150 * (800) 637-5696 * FAX (626) 350-5839
BernierRefrigeration.com

PROPOSAL & CONTRACT

Dated: May 21, 2019

For: Gauldin

Re: Sinks, Tables And Stainless Steel Work

Downey USD

11627 Brookshire Ave.

Downey, CA 90241

Phone No.: 6562-469-6671 **Fax No.:**

Attention: Marc Milton **P. O. #:**

Bernier Refrigeration *Generations* Inc. is pleased to submit the following proposal for your consideration:

Sinks:

- (1) 14 Ga. Stainless Steel 3 Compartment Sink Approx. 12' Long With (2) Faucets, (3) Twist Waste And Undershelf.
- (1) 14 Ga. Stainless Steel Prep Sink Approx. 4' Long With (1) Faucet, (1) Twist Waste And Undershelf.
- (1)Stainless Steel Hand Wash Sink.

Stainless Steel Work Tables:

- (1) Stainless Steel Work Table Approx. 66" With (2) Drawers And Undershelf.
- (1) Stainless Steel Work Table Approx. 8'-6"" With (3) Drawers And Undershelf.

Wall Shelving:

- (2) Stainless Steel Wall Shelves For Above Small Work Table.
- (1) Stainless Steel Wall Shelf For Above Prep Sink.
- (1) Stainless Steel Wall Shelf For Above 3 Compartment Sink.
- (1) Stainless Steel Wall Shelf For Above Big Work Table.

Stainless Steel On Walls:

- Install 1/2" Plywood Covered With 304 #4 Finish Stainless Steel Approx 84" H. On Walls Behind All Sinks And Work Tables.

Contract Price: $ 42,838.00

NOTES:

- All Sinks Will Be Connected To Existing.
- All DIR Requirements AS Per Senate Bill 854 Are Met In This Quote

Proposal submitted by: _____ ***Date:*** 05.21.19

Moe Bernier

Proposal accepted by: _____ ***Date:*** _____

No verbal agreements will be accepted by either party. Additional terms and conditions apply.

Thank You.

Downey Unified
SCHOOL DISTRICT

EXHIBIT "A"

SCOPE OF WORK

Consultant's entire Proposal is **not** made part of this Agreement.

Downey Unified
SCHOOL DISTRICT

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

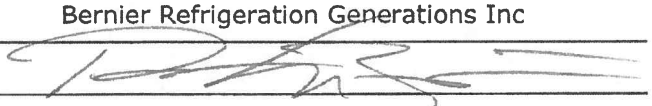
I am the Operations Manager (Title) of Bernier Refrigeration Generations Inc (Bidder Name), the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 19 day of June, 2019 at South El Monte, CA (City, State).

Proper Name of Bidder: Bernier Refrigeration Generations Inc

Signature: 

Print Name: Patrick Bernier

Title: Operations Manager

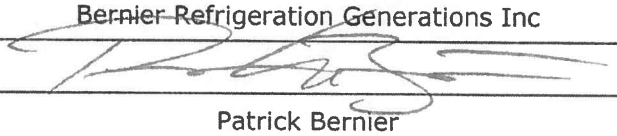
Downey Unified
SCHOOL DISTRICT

PREVAILING WAGE CERTIFICATION

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

Date: June 19, 20 19

Proper Name of Contractor: Bernier Refrigeration Generations Inc

Signature: 

Print Name: Patrick Bernier

Title: Operations Manager

Downey Unified
SCHOOL DISTRICT

WORKERS' COMPENSATION CERTIFICATION

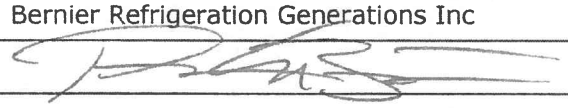
Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: June 19 , 20 19

Proper Name of Contractor: Bernier Refrigeration Generations Inc

Signature: 

Print Name: Patrick Bernier

Title: Operations Manager

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

Downey Unified
SCHOOL DISTRICT

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

PURCHASE ORDER NO.: 196426 between the Downey Unified School District ("District") and Bernier Refrigeration Generations Inc ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

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

Date:

District Representative's Name and Title:

District Representative's Signature:

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

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Downey Unified
SCHOOL DISTRICT

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

Name: _____

Title: _____

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

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

Date:

District Representative's Name and Title:

District Representative's Signature:

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

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

Date: June 19, 20 19

Proper Name of Contractor: Bernier Refrigeration Generations Inc

Signature: _____

Print Name: Patrick Bernier

Title: Operations Manager

Downey Unified
SCHOOL DISTRICT

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

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

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

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

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

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

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

Date: June 19 , 20 19

Name of Contractor: Bernier Refrigeration Generations Inc

Signature:

Print Name: Patrick Bernier

Title: Operations Manager

Downey Unified
SCHOOL DISTRICT

LEAD-PRODUCT(S) CERTIFICATION

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

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

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

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

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

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

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

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

Date: June 19 , 20 19

Name of Contractor: Bernier Refrigeration Generations Inc

Signature:

Print Name: Patrick Bernier

Title: Operations Manager

Downey Unified
SCHOOL DISTRICT

ROOFING PROJECT CERTIFICATION

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

Certification of: ☑ Contractor ☐ Materials Manufacturer
☐ Vendor ☐ Other _____

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

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

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

_____

_____

_____

_____

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

Date: June 19th, 20 19

Name of Firm: Bernier Refrigeration Generations Inc.

Signature: _____

Print Name: Patrick Bernier

Title: Operations Manager

Downey Unified
SCHOOL DISTRICT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PURCHASE ORDER: 196426

Date Submitted (for Updates): June 19, 2019

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

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

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

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
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Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Downey Unified
SCHOOL DISTRICT

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Date: June 19, 2019

Name of Contractor: Bernier Refrigeration Generations Inc

Signature: _____

Print Name: Patrick Bernier

Title: Operations Manager

END OF DOCUMENT

Downey Unified
SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION

PURCHASE ORDER NO.: 196426 between the Downey Unified School District ("District") and Bernier Refrigeration Generations Inc ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.

   (2) The person's or organization's policy of maintaining a drug-free workplace.

   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

Downey Unified
SCHOOL DISTRICT

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

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

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

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

Date: June 19 , 20 19

Proper Name of Contractor: Bernier Refrigeration Generations Inc

Signature:

Print Name: Patrick Bernier

Title: Operations Manager

END OF DOCUMENT

Downey Unified
SCHOOL DISTRICT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PURCHASE ORDER NO.: 196426 between the Downey Unified School District ("District") and Bernier Refrigeration Generations Inc ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Date: June 19 , 20 19

Proper Name of Contractor: Bernier Refrigeration Generations Inc

Signature:

Print Name: Patrick Bernier

Title: Operations Manager

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ARMAC Insurance Agency, Inc 17177 Yuma Street Victorville CA 92395	CONTACT NAME: Tami Pickens PHONE (A/C, No, Ext): (760) 269-3310 FAX (A/C, No): (760) 241-1467 E-MAIL ADDRESS: Tami.Pickens@isu-armac.com
INSURED Bernier Refrigeration Generations Inc 1918 1/2 Doreen Ave South El Monte CA 91733	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL18101015058 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BZS57372234	10/10/2018	10/10/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAS56694086	05/11/2019	05/11/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of coverage only.

CERTIFICATE HOLDER

Verification of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tami Pickens

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Andrew Atsaves ERM c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	PHONE (A/C, No, Ext): (800) 775-2404	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED Employers Resource Management Company Labor Contractor, for co-employees of: Bernier Refrigeration Generations Inc 1301 S Vista Ave #250 Boise, ID 83705	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18ID004890735 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 02-78-506-03	07/01/2018	07/01/2019	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	07/01/2018	07/01/2019	**Client#** 041978-CA	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Bernier Refrigeration Generations Inc
1918 1/2 Doreen Ave
South El Monte, CA 91733

CERTIFICATE HOLDER

Bernier Refrigeration Generations Inc
1918 1/2 Doreen Ave
South El Monte, CA 91733

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andy Atsaves

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PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

Bond #64679546

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Downey Unified School District, ("District") and Bernier Refrigeration Generations Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

PO 196426 - Gauldin Elementary School: Sinks, Tables and Stainless Steel Work

("Project" or "Contract") which Contract dated June 5, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and WESTERN SURETY COMPANY ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Forty Two Thousand Eight Hundred Thirty Eight and 00/100 Dollars ($ 42,838.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 12th day of June, 2019.

Bernier Refrigeration Generations Inc	WESTERN SURETY COMPANY
Principal	Surety
By	By Kimberley Kay Ratterree I S U INSURANCE SERVICES- A R M A C AGENCY
	Name of California Agent of Surety
	17177 Yuma St., Victorville, CA 92395
	Address of California Agent of Surety
	760-241-7900
	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 64679546

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Kimberly Kay Ratterree

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Bernier Refrigeration Generations Inc

Obligee: Downey Unified School District

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 64679546 is not issued on or before midnight of August 1st, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 12th day of June, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 12th day of June, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 12th day of June, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-10-2017

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

On June 17, 2019 before me, Jennifer Marie Britzman, Notary Public,
(Here insert name and title of the officer)

personally appeared Kimberly Kay Ratterree,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

Jennifer Marie Britzman
COMM. #2166058
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires Oct. 25, 2020

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond
(Title or description of attached document)

Contractor's Labor and Material Bond
(Title or description of attached document continued)

Number of Pages 3 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

On June 17, 2019 before me, Jennifer Marie Britzman, Notary Public,
(Here insert name and title of the officer)

personally appeared Maurice Giles Bernier,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond
(Title or description of attached document)

Contractor's Labor and Material Bond
(Title or description of attached document continued)

Number of Pages 3 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

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- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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Downey Unified School District
Facilities Planning & Development Department
11627 Brookshire Avenue, P.O. Box 7017, Downey, California 90241-7017
(562) 469-6708, FAX: (562) 469-6770

PUBLIC WORKS PROJECT PRE-VERIFICATION

Contractor Information *(Verified by Downey Unified School District)*

Print Name	Title	Phone #	Date
Maurice Bernier	Pres	(626) 350 6150	05.31.19

Contractor Name/Company	Contractor License # (CSLB#)	DIR Registration #
Bernier Refrigeration Generations Inc.	361835	1000003311

E-mail Address	D.I.R. Compliant Contact Person
Mbernierrefrigeration.com	Patrick Bernier

D.I.R. PREVAILING WAGE MONITORING PROGRAM

Senate Bill 854 established a public works contractor registration program.

All contractors and subcontractors intending to bid or perform work on public works projects are required to register and annually renew, on-line for the program. The cost to register for the program is currently $400.00 and is non- refundable.

Contractors' submitting bids for a Public Works construction project over $25,000 or a maintenance project over 15,000 must be D.I.R. registered. Prevailing wages must be paid to all workers employed on a public works project. Bids/quotes/proposals cannot be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is D.I.R. registered.

Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds. Contractors must make an attempt to hire apprentices when the total project costs exceed $30,000.

Contractors must furnish certified payroll records (on-line) to the Department of Industrial Relations (DIR). In accordance with Labor Code 1771.4, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner as specified in Section 1776.

If the services you are providing the District, or may provide the District in the future, fall under the definition of "public works", please ensure you are registered with the D.I.R. Effective immediately, the District is required to submit a PWC-100 alerting the DIR of the services you are providing the District. We ask that you complete this Pre-Verification form in a timely manner to avoid interruption in the services you would be providing.

Contractor Signature: _____

(By signing I acknowledge and understand this to be a Public Works project and held to D.I.R. regulations)

More Information can be found at The Department of Industrial Relation website: http://www.dir.ca.gov/Public-Works/PublicWorks.html

For Office Use Only

☑ Facilities P & D ☐ Maint / Ops / Transp ☐ Other Dept Notes: _____

Verification: 2020

☑ DIR Registration # ☑ Contractor State Lic # 5/31/19 ☑ Workers Comp. 7/1/19 Notes: _____

DIR Verification Date(s): 6/3/19 AS / / / / /

CSLB Verification Date(s): 6/3/19 AS / / / / /

Revised 7/1/2017

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Bernier Refrigeration Generations Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1918 1/2 Doreen Ave

Requester's name and address (optional)

6 City, state, and ZIP code
South El Monte, CA 91733

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
46-2571549

Part II Certification

Please make sure you have the correct EIN

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 01/01/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Saghbini, Jane

Subject: FW: CUPCCAA - Small Project

From: Milton, Marc
Sent: Friday, May 31, 2019 4:13 PM
To: Andrew Ulmen <aulmen@rachlinpartners.com>
Cc: Saghbini, Jane <jsaghbini@dusd.net>
Subject: RE: CUPCCAA - Small Project

Please use this account string for the sinks:

13.0 53100.0 00000 37000 6490 1050000

Thanks!

Marc Milton
Director of Food Services
Downey Unified School District
11627 Brookshire Ave.
Downey, CA 90241
562-469-6671

Downey Unified
SCHOOL DISTRICT

Eat Smart 2 Be Smart
www.eatsmart2besmart.org

Relator-Restorative-Harmony-Learner-Arranger

SAM Search Results
List of records matching your search for :

Search Term : BERNIER REFRIGERATION*
Record Status: Active

No Search Results

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.CC. APPROVE Agreement No. 201920-47 with EMS LINQ to provide online menu support services to the Food Services Department from July 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

EMS LINQ Agreement

EMS LINQ
Connecting the K-12 Community

Quote #: Q-07242-1
D.U.S.D. Agreement No. 201920-47

2528 Independence Blvd Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427
Email: michelle@linq.com

Customer Contact
Marc Milton
562-469-6671

Bill To
Downey Unified School District
11627 Brookshire Ave.
Downey, CA 90241

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Michelle Elks	michelle@linq.com	12 months	Net 10

Terms & Conditions

2019-07-01

QTY	PRODUCT	UNIT PRICE	EXTENDED
1	ISITE Support - SNAF Website and Menu - 5-10	$995.00	$995.00
1	ISITE Support - Digital Menu Displays - 11-20	$995.00	$995.00
1	ISITE Support - Online Ordering	$695.00	$695.00
		2019-07-01 Grand Total:	$2,685.00

Tax:	$0.00
Shipping:	
Grand Total:	$2,685.00

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Purchase Order Information
Is a Purchase Order (PO) required for the purchase or payment of the Services on this Order Form?

If yes, please provide PO Number and Amount below:

Purchase Order Number: TBD

Amount: $2,685.00

Upon signature by Customer and submission to EMS LINQ Inc., this Order Form shall become legally binding unless this Order Form is rejected by EMS LINQ Inc. for any of the following reasons: (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 our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

This Order Form is governed by the terms of the EMS LINQ Inc. Agreement found at https://www.linq.com/legal/agreements, unless (i) Customer has a written agreement executed by EMS LINQ Inc. for such Services as referenced in the Documentation, in which case such written EMS LINQ Inc. agreement will govern or (ii) otherwise set forth herein.

The Subscription Term for any Services added by Customer after the beginning of the then-current Subscription Term ("Additional Services") shall be coterminous with the then current Subscription Term for the existing Services. Subscription Charges for Additional Services shall be at the Subscriber's Subscription Charges under the then current Subscription Term, unless otherwise expressly agreed by the parties in writing. Any discount provided to Subscriber is applicable only to the initial Subscription Term detailed in this Order Form, unless otherwise expressly agreed by the parties in writing, and will not be applied to any subsequent Subscription Term.

AUTHORIZATION

By signing this Order Form the Customer authorizes that it has read it and agrees to its terms.

Customer:	Downey Unified School District
Signature:	_____
Name:	Christina Aragon
Business Title:	Associate Superintendent, Business Services
Authority Level:	Contract Signatory
Date:	July 11, 2019

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REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.DD. APPROVE Service Agreement No. 201920-48 with RMI International, Inc. for district-wide security and patrol services for the 2019-20 fiscal year.

Type:
Consent

Attachments:

RMI Intl. Service Agreement

RMI Intl. Security Service Agreement

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

SERVICE AGREEMENT
Agreement No. 201920-48

THIS AGREEMENT made and entered into this 12th of June, 2019 by and between RMI International, Inc., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   Provide unarmed security patrol services, routinely scheduled and as-needed for Downey Unified Schools or as requested by the Maintenance, Operations, and Transportation Services Department.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $ 80,000.00, not to exceed $ 80,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term**. The term of this agreement begins 07/01/2019 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.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	RMI INTERNATIONAL, INC.
Business Services	Dept.:	OPERATIONS
11627 Brookshire Ave.	Address:	8125 SOMERSET BLVD.
Downey, CA 90241		PARAMOUNT, CA 90723
Contact: Debbie Black	Contact:	CLARENCE ROSHELL
(562)469-6521/dblack@dusd.net	Phone/email:	562-806-9098

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	RMI International, INC.
Signature	*Signature* Rick Rodriguez Jr
Print Name: Christina Aragon	Print Name: Rick Rodriguez Jr
Print Title: Associate Superintendent Business Services	Print Title: President
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

RMI INTERNATIONAL INC.

SECURITY SERVICE AGREEMENT

This agreement ("Agreement") is hereby entered into with **RMI, INC.**, hereinafter referred to as "Contractor," located at 8125 Somerset Blvd, Paramount, CA 90723, and **Downey Unified School District, 11627 Brookshire Ave. Downey, CA 90241** hereinafter referred to as "Client".

1. Client request Contractor to provide as needed unarmed security patrol services at **Downey Unified Schools**, hereinafter referred to as the sites.

2. Contractor shall provide unarmed vehicular patrol services at Downey Unified School premises on an as needed basis. Client has determined security needs, as such Client is solely responsible for the assessment of security needs, including number of guards, deployment of guards, scope of work, and management.

3. The term will begin Saturday, June 12, 2019 and continue through June 11, 2020 or 30 day cancellation request. Services hours and rates are listed below.

   Contractor reserves the right to refuse services at any time.

4. The Contractor shall maintain the following insurance coverage, evidence of which will be furnished upon request;

   A. Comprehensive Liability Coverage up to $1 million dollars.
   B. Worker Compensation Insurance with limits as required by law.

5. The Client agrees that during the term of this Agreement for the term of :

   A. It will not hire for its own employment in any form, any person currently employed by the Contractor in the performance of this Agreement.

      AND

   B. It will prohibit the use of any such employees by any other security company at any of the client's locations serviced by the Contractor in the performance of this Agreement.

6. **Scope of work:**

   For, and in consideration of, furnishing unarmed vehicular patrol services for this Agreement, the Client agrees to pay the Contractor **$34.21 per hour** for 1 uniformed unarmed security officer and a marked Security Patrol Vehicle.

7. **Additional Rates for Services:**

   Per client's request the below services are available at the rates listed, upon additional service request by client.

   Armed Uniformed Vehicle Patrol Officer = $37.29 per hour
   Armed Uniformed Officer No Vehicle = $26.92 per hour

   Un-Armed Uniformed Vehicle Patrol Officer = $34.21 per hour
   Un-Armed Uniformed Officer No Vehicle = $23.84 per hour

8. The Client acknowledges that there are seven major holidays per year:
   New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

   Client agrees to pay Holiday rate (time-and-a-half of the regular rate) for services performed on the actual holiday.

9. Invoices will be mailed monthly, and mailed directly to such offices as the Client may direct and are payable, by the Client, upon receipt to the address specified on the invoice. Invoices shall be paid within 30 days of such receipt. Interest of 2% per month shall apply to all invoices that are paid after 45 days.

10. All security service requests or changes to existing services, require a 96-hour prior notice. The change request must be submitted in writing from District to RMI. If the notice is less than 96 hours prior to service, the services shall be billed at time-and-a-half of the regular rate.

11. The Contractor agrees to use its best efforts to perform its security guard duties to observe and report, as defined by the BSIS. The Client recognizes and accepts that the Contractor is not an insurer and that amounts payable by the Client for services are based on the value of the services rendered and is not related to the value of the Client's and/or any third party's property and/or person. The Contractor makes no warranty, expressed or implied that guard services will prevent losses and/or any and all personal injuries. Further, Contractor makes no warranty to prevent and/or monitor alcohol usage, drug usage, or prevent entrance of contraband (including weapons). The Client waives any and all rights to recovery against the Contractor for damages to the premises, its services or loss to the Client occurring as result of fire or any other casualty. It is expressly understood that under no circumstances will the Contractor be responsible for any personal injuries and/or theft of the Client and/or any third party's property by others.

12. Client acknowledged that Federal law and/or Contractor's Company policy requires the Contractor to allow regular breaks and one (1) 30 minutes lunch/dinner breaks during each 8 hours shift, and two (2) 10 -minute breaks during 8 hours shift.

13. It is agreed that RMI will only be held responsible for the actions of its agents, officers, employees or any other representative of the company, arising out of or related to the performance of agreement. RMI cannot be held responsible for damages, injuries, or losses unrelated to the performance under this agreement.

14. Client acknowledges that Contractor may terminate this Agreement upon notice to Client.

15. Client's signature herein below shall constitute this as a binding agreement.

CLIENT	***CONTRACTOR***
BY: _____	BY: Rick Rodriguez Jr
TITLE: Associate Superintendent, Business Services	TITLE: President
DATE: July 11, 2019	DATE: _____

RMI International
8125 Somerset Blvd. Paramount, California 90723
Office: 562-806-9098 * Fax: 562-630-0072

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.EE. APPROVE Service Agreement No. 201920-49 with Health First Medical Consortium for federally-mandated Department of Transportation controlled substance screening program for commercial drivers from July 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

Health First Medical Consortium Agreement 2019-20.

Health First Addendum A - Agreement

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

SERVICE AGREEMENT
Agreement No. 201920-49

THIS AGREEMENT made and entered into this 21 of June, 2019 by and between Health First Medical Consortium, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   Implement and monitor federal D.O.T. compliance program for alcohol and controlled subtances for commercial drivers (applicable to Transportation staff with a California Commerical Drivers' License)

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $4,849.00, not to exceed $4,849.00 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 07/01/2019 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.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Health First Medical Consortium
Dept.: Marketing Department
Address: 11817 Telegraph Rd.
Santa Fe Springs, CA 90670
Contact: Monica Malone
Phone/email: (562) 565-6685

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Signature

Print Name: LYNN BROWN

Print Title: CONSORTIUM ADMINISTRATOR

Date: 06/24/2019

District use only below line

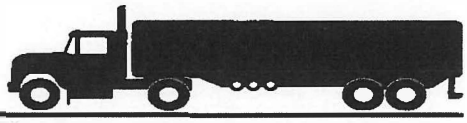
Account Number to be Charged _____

Name and Title of Site Administrator-Please print

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

HealthFirst Consortium



HEALTHFIRST MEDICAL GROUP CONSORTIUM AGREEMENT

This agreement is effective on July 1, 2019, by and between HealthFirst Medical Group, Inc. (Herein referred to as "HealthFirst" or Consortium) and Downey Unified School District, with its principle office located at, 11627 Brookshire Avenue, Downey, CA 90241, (Here in after referred as "Client"). Consortium provides various drug and alcohol testing services. Client wishes to retain Consortium to administer a drug and alcohol testing program, as set forth in Consortium's Policy and Procedures Manual, for Client employees who are enrolled in Consortium. The Client understands and agrees that the U.S. Department of Transportation mandates the individual employer is responsible for all aspects of compliance. This falls under CFR 49 part 40 of the Federal Register, relating to Drug and Alcohol testing, for safety sensitive employees. Now, therefore, for the good and valuable consideration, the parties agree as follows:

1. Program Terms – This agreement will become effective on the date on which it is signed by both the Consortium and a representative of Client, however, Consortium reserves the right to approve any proposed changes to the terms of this Agreement before providing any services to Client. This agreement will remain in effect for a period ending on December 31 of the year of its signing. This Agreement may be renewed annually thereafter by a payment of fees, effective January 1 to December 31. This agreement may be terminated by either party by providing 30 days written notice of intent to terminate the agreement to the other party.
2. Program Services – Consortium services include: Policy & Employer Manual (master copy), Employee Handbook, Random Drug Test (D.O.T. Panel/Non D.O.T. Panel), Chain of Custody Form, Collection Materials, Collection Site Selection/Training, Collection & Verification, Transportation of Specimen, DHHS Certified Laboratory, GC/MS Confirmation, MRO Services, Alcohol Screen, Alcohol Confirmation, Test Reporting, Statistical Reporting/MIS Reports, Employee Record Administration, Five Year Storage & Documentation of Positive Specimens, Computer Generated Random Selection/Random Lists & Notices, Supervisory Training.
3. Program Administration – The consortium objective is to provide consistent, manageable and fair procedures for drug and alcohol testing for employee members. The Consortium's drug and alcohol testing program will be administered for the Client as follows:
    A. Client will provide Consortium with a complete list of employees applying for consortium membership, and a copy of the signed acknowledgement of receipt of the employee handbook and proof of a negative pre-employment drug test from each DOT covered driver.
    B. Client authorizes Consortium to act as an intermediary in the transmission of drug and alcohol testing information from the Medical Review Officer to the Designated Employer Representative in accordance with the CFR 49 Part 40 Appendix F.
    C. Client is directly and solely responsible for the prompt notification to the Consortium of all changes, of whatever nature, in the status of their covered employees or other pool members and shall use the appropriate change of status forms to make such notification. Facsimile notifications are acceptable. All changes shall be reported to the Consortium within three working days of the change of status.
    D. Client agrees to abide by all Consortium policies and procedures and to make Consortium information available to all employee members.
    E. Consortium will maintain information regarding the status of Consortium Employee Members on the Consortium database and make such information available to Client.
    F. Consortium may conduct employee drug and alcohol testing and establish selection protocols to include the following types of test, if specified in Consortium Policy and

Procedure Manual: Random, Reasonable Suspicion, Post Accident, Follow-up, and Return to Duty. Client is responsible for the cost of all drug and alcohol testing other than random testing.

G. Consortium will provide the Client with a list of approved specimen collection facilities for collection of specimens. Consortium will review collection facility procedures and replace them if they fail to meet requirements of Part 40.

H. Consortium will utilize laboratories certified by the Department of Health and Human Services (DHHS) for the testing of biological specimens.

I. Consortium will provide review and reporting of positive and questionable negative test results performed by an authorized Medical Review Officer (MRO) contracted or employed by the Consortium.

J. Consortium will maintain Client and Employee Member random drug and alcohol testing records.

K. Client agrees to pay Consortium for all services set forth in Section 2 above, at the rate set forth on the Client invoice.

4. Coordination of Activities – Consortium will coordinate the activities, described in Paragraph 3, through the Designated Employer Representative (DER) within the Client organization. The Client must designate, in writing to Consortium, a DER and an alternate DER and notify Consortium in writing of any subsequent designations within 3 days of a change.
5. Indemnification – Consortium is an independent contractor providing the Client with the administration of mandated and non-mandated drug intervention program described herein. Consortium agrees to indemnify and hold harmless the Client from and against any and all claims arising out of Consortium's reporting of data or analytical results to the Client, which are false or incorrect, whether as a result of willful, intentional or negligent act or omission. Consortium does not have any control over or assume any liability for the enforcement of the Client's policies or for the actions of the Client's personnel. As an independent contractor, Consortium shall not be deemed to be engaged either directly or indirectly in the business of the Client nor deemed to be an agent of the Client, except to the extent necessary to company with: applicable U.S. Department of Transportation, Health and Human Services regulations, or corporate contract testing mandates. The Client agrees to indemnify and hold harmless Consortium, subsidiaries and affiliates from any liability, loss or damage resulting from any claim brought by third parties, of whatever nature, allegedly arising out of or resulting from any willful act or any negligent act or omission on the part of the Client, its agents or employees, regardless of whether or not the party bringing the claim prevails, including, but not limited to attorney's fees and costs incurred by consortium to defend any such claim.
6. Force Majeure – Consortium will not be responsible or liable to the Client for failure or delay in performance, which results from or is due to, directly or indirectly and in whole or part, any cause or circumstances beyond the reasonable control of Consortium.
7. Payment Terms – Payment terms are net sixty (60) days after the date of any invoice of Consortium to the Client. All overdue payments shall be subject to an additional interest and service charge calculated at the rate of one and one half percent (1.5%) per month from the due date until the date of payment. Consortium will deactivate client members if payment is not received within 60 days.
8. Confidentiality – All data or information furnished by Consortium as administrator of the Client's program pursuant to this Agreement shall remain the property of Consortium and shall not be disclosed to third parties except by written consent of Consortium. The only exception to this will be data or information requested by contractors providing services required in this Agreement, California State Auditor's office, Department of Transportation, or otherwise required by law.
9. Applicable Law – This contract will be construed under the applicable laws of the State of California with venue in Los Angeles County.
10. Termination of Agreement – If this Agreement is suspended or terminated for any reason, the Client assumes full responsibility for administration of its corporate and/or federally mandated drug and alcohol testing programs including but not limited to: reporting, record maintenance, and ensuring confidentiality and security of any confidential information. Consortium will provide the Client with any information necessary for this transfer of

responsibilities, however all costs associated with record retrieval, data storage, and shipping will be the sole responsibility of the Client. If there is a breach of this agreement, the non-breaching party shall have rights, notwithstanding any other provisions of this agreement, to other remedies it may be entitled to at law, in equity or under this Agreement. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

Please sign and return the original of this Contract Agreement to indicate your acceptance of the Terms and Conditions.

Accepted by: HealthFirst Medical Consortium

Signature	Signature
Christina Aragon	
Name	Name
Associate Superintendent, Business Services	
Title	Title

Designated Employer Representative

Designated Employer Representative - Alternate

revised 7/23/04

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.FF. APPROVE Agreement for Independent Consultant Services No. 201920-50 with Ibis Ausensi to provide translating and interpretation for IEP meetings as needed for the DHH Program from July 15, 2019 through June 30, 2020.

Type:
Consent

Attachments:

Contract - Ibis Ausensi

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

Agreement No. 201920 - 50

This AGREEMENT is made and entered into this 18 day of June 2019, between the Downey Unified School District ("DISTRICT") and Ibis Ausensi, ("CONSULTANT"), to provide services under the direction of:

Patricia G. Sandoval, Director of Special Education, Special Education
(Printed Name Administrator Site/Department) (Site/Department)

1. **SCOPE OF SERVICES**
CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: *(Attach additional sheet as needed).*
Translation of IEP documents and interpretation at IEP meetings, as needed, for the DHH Program.

2. **LOCATION OF PERFORMANCE/SERVICE**: 300 W. Ashby St, Asuza, Ca 91702 or DUSD

3. **PERIOD OF AGREEMENT**
This Agreement is effective July 15, 2019 and will be completed by June 30, 2020 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

4. **CREDENTIAL**
Does service provided require a credential, certificate, or permit: ☐ Yes ☑ No

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

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

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

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of $75.00 per hour not to exceed a total of $37,500. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

a. Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

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

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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.

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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.

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Ibis Ausensi Consultant Name	Downey Unified School District
Ibis Ausensi 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	
6/18/2019 Date	

District use only below line

Account Number to be Charged: 01.0-65000.0-57501-11900-5817-743500

Patricia Gonzalez-Sandoval / Director / Special Education Print Name and Title of Site Administrator	6/24/19 Date	Signature of Site Administrator

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

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

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REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.GG. APPROVE Agreement for Independent Consultant Services No. 201920-51 with AIRE Special Education Interpreter/Translators -Ruth Velarde Herrera to provide translating and interpretation for IEP meetings as needed for the DHH Program from August 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

Contract - Ruth Velarde Herrera

Rate Sheet

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

Agreement No. 201920-51

This AGREEMENT is made and entered into this 18 day of June 2019,

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

AIRE Special Education Interpretors/Translators - Ruth Herrera, ("CONSULTANT"), to provide services

under the direction of:

Patricia G. Sandoval, Director of Special Education, Special Education

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

1. **SCOPE OF SERVICES**

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

Provide Spanish Oral Interpretation for DUSD DHH Program (see attached)

2. **LOCATION OF PERFORMANCE/SERVICE:** DHH Program Schools

3. **PERIOD OF AGREEMENT**

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

4. **CREDENTIAL**

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

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

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

5. **INDEPENDENT CONSULTANT**

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

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of $ 75.00 per hour not to exceed a total of $ $37,500. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

a. Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

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

(1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate
(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than $1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

9. **FINGERPRINTING**

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

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

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

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

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

14. **GOVERNING LAW**
This Agreement shall be governed by the laws of the State of California.

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

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

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

Ruth Herrera
Consultant Name

Ruth Velarde Herrera
Signature

Taxpayer ID no. or Soc. Sec. Number

Street Address

City, State, Zip
Code

6/18/2019
Date

Downey Unified School District

Christina Aragon
Associate Superintendent

Date

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

District use only below line

Account Number to be Charged: 01.0-65000.0-57501-11900-5817-743500

Patricia Gonzalez-Sandoval / Director of Special Education
Print Name and Title of Site Administrator

6/24/19
Date

Signature of Site Administrator

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

Signature of Program Director

Date

Financial Services (verify acct. #)

RUTH V. HERRERA
INTERPRETER/TRANSLATOR

ATTACHMENT TO AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

Hourly Rate: $75.00

The provision of Oral Interpretation for the Downey Unified Special Education DHH Program shall include, but is not limited to the following:

- Oral Interpretation at IEP & IFSP Meetings
- Oral Interpretation at DHH Early Start Home Visits
- Oral Interpretation at Parent/Teacher/Admin Conference/meetings with Parents
- Oral Interpretation for Parent/Teacher/Admin/Nurse/Psych Phone Calls in preparation for Triannual IEP meetings or other assessments
- Oral Interpretation at Parent Meetings and Events

CANCELLATION FEES:

A flat fee of $100 will be applied if less than a sufficient cancellation notice is received. Please provide the cancellation notice by 4:00pm the day before the appointment (or within a 24-hour period). This rule applies to a parent/staff no-show, an on-site cancellation, and last-minute cancellation (while in route to provide a service).

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.HH. APPROVE Service Agreement No. 201920-52 with Holly Clark Educational Consulting, Inc. to provide professional development training on October 14, 2019.

Type:
Consent

Attachments:

Holly Clark Service Agreement

Addendum A - Holly Clark SOW

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

SERVICE AGREEMENT
Agreement No. 201920-52

THIS AGREEMENT made and entered into this 19th of June, 2019 by and between Holly Clark Education Consulting, INC, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

   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: $3,000.00, not to exceed $3,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins 07/01/19 and will terminate on or before 10/14/19 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. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	Holly Clark Educational Consulting, Inc
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	2658 Del Mar Heights Del Mar Ca 92014
Downey, CA 90241		
Contact: Debbie Black	Contact:	Holly Clark
(562)469-6521/dblack@dusd.net	Phone/email:	773-771-4490

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	Holly Clark Educational Consulting, Inc
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Holly Clark
Print Title: Associate Superintendent Business Services	Print Title: Chief Learning Officer
Date:	Date: 06 / 19 / 2019

District use only below line

Account Number to be Charged 01.0-03000.0-11100-10000-5804-7490100

Alyda Mir, Assistant Superintendent, Human Resources

Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date: 06/20/2019

Signature of Program Director ONLY IF using categorical funds — Date

Holly Clark Educational Consulting, INC

Proposal
Professional Development
Downey Unified School District
October 14, 2019

Prepared For:

Alyda Mir and Roger Brossmer
Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6529
almir@dusd.net

Prepared By:

Holly Clark
The Infused Classroom
2658 Del Mar Heights Road 161
Del Mar, CA 92014
hollyclark.org | holly@hollyclark.org

Proposal Date:

April 18, 2019

Scope of Work:

Holly Clark will provide Downey Unified School District with the following high-quality professional development sessions on October 14, 2019.

(Client and Holly will do a video call one month before to personalize this more to the needs of the school at that time period).

Holly will provide a keynote and any sessions agreed upon.

Conditions:

Downey Unified School District will host the workshop in an appropriate training facility equipped with projectors, screens, and wireless Internet access. Downey Unified School District will also provide technical support and logistical support for the session.

Copyright:

Unless otherwise stated, all original materials posted on this site are licensed under the Creative Commons Attribution-Noncommercial-ShareAlike 4.0 license. Attribution is reserved by Holly Clark. For more information on this license visit: https://creativecommons.org/licenses/by-nc-sa/4.0/

Compensation:

Downey Unified School District will pay **Holly Clark** for these services at the following rates

Service	Units	Unit Cost	Total
PD Rate	1	$4,500 USD	$4,500
Local Discount	1		-$1,500
Total:			**$3,000 USD**

*This proposal must be signed and returned within two weeks of receipt. Payment with a single check will be due on date of services - made out to Holly Clark Educational Consulting, INC

Cancellation:

Services canceled by Downey Unified School District within 30 days of service will still by liable for payment of full amount of $3,000.

Changes:

Changes to this proposal, to meet the needs of the professional development, may be arranged by mutual agreement consent of Holly Clark and Downey Unified School District.

Agreement:

This proposal may serve as a letter of agreement between Holly Clark and Downey Unified School District. If this proposal meets the needs of both parties, authorized representatives may sign below to signify agreement to the terms above.

Alyda Mir and Roger Brossmer
Downey Unified School District

BY: Roger Brossmer

BY: Alyda Mir

Date: 4-18-19

Holly Clark Educational Consulting, INC

BY: HC

Holly Clark

Holly Clark Educational Consulting

Date: 04 / 24 / 2019

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.II. APPROVE Service Agreement No. 201920-53 with NPO Solutions to provide professional development to secondary teachers on the Next Generation Science Standards (NGSS) from August 1, 2019 through May 31, 2020.

Type:
Consent

Attachments:

NPO Service Agreement

Addendum A - NPO SOW

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

SERVICE AGREEMENT
Agreement No. 201920-53

THIS AGREEMENT made and entered into this 19th of June, 2019 by and between NPO Solutions, 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.

   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: $20,000.00, not to exceed $20,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins 08/01/19 and will terminate on or before 05/31/20 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER
Downey Unified School District	Name: NPO Solutions
Business Services	Dept.:
11627 Brookshire Ave.	Address: 4370 Tujunga Ave Suite 140, Studio City, CA 91604
Downey, CA 90241	
Contact: Debbie Black	Contact: Michael Butler
(562)469-6521/dblack@dusd.net	Phone/email: 818-766-8448 mbutler@nposolutions.org

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	NPO Solutions
	Michael Butler
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Michael Butler
Print Title: Associate Superintendent Business Services	Print Title: Senior Consultant
Date:	Date: 6/24/19

District use only below line

Account Number to be Charged 01.0-03000.0-11100-10000-5804-7490050

Rani Bertsch, Ed.D., Director, Secondary Education

Name and Title of Site Administrator-Please print

RBertsch 6-24-19

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

NPO Solutions
4370 Tujunga Avenue Suite 140
Studio City, California 91604

(818) 766-8448
info@nposolutions.org
nposolutions.org

npo solutions

April 8, 2019

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

Dear Alyda:

Please find a 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 16 days (112 hours) of planning professional development, providing training and facilitation, offering technical assistance and guidance, and PLC coaching. 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. Priority will be on supporting High School Science: Course 1 (The Living Earth); Course 2 (Chemistry in the Earth System); and Course 3 (Physics of the Universe).

Estimated Time Allocations

On-site Professional Development with Secondary Science Teachers	10 days
Planning Science Professional Development and Follow Up	6 days
Total	16 days

Contract Term: August 1, 2019 – May 31, 2020
Total Cost: $20,000, payable in 8 monthly invoices (Sept-April) of $2,500

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.JJ. APPROVE Service Agreement No. 201920-54 with Grupo Crecer to provide parent workshops at Rio San Gabriel Elementary School from September 19, 2019 through November 14, 2019.

Type:
Consent

Attachments:

2019 Grupo Crecer Service Agreement and Proposal

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

SERVICE AGREEMENT
Agreement No. 201920-54

THIS AGREEMENT made and entered into this 24th of June, 2019 by and between Grupo Crecer, 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.
   Grupo Crecer will provide parent education workshops at Rio San Gabriel Elementary School

   See Service Proposal attached

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $15,000.00, not to exceed $16,200.00 ** 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. ** $16,200 includes translation

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 9/19/19 and will terminate on or before 11/14/19 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. **Insurance**. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

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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:	Grupo Crecer
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	233 W. Cerritos Avenue
Downey, CA 90241		Anaheim, CA 92805
Contact: Debbie Black	Contact:	Paty Cedeno, Office Manager
(562)469-6521/dblack@dusd.net	Phone/email:	714-558-0828

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	Grupo Crecer
	Grover Bravo
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Grover Bravo
Print Title: Associate Superintendent Business Services	Print Title: Executive Director
Date:	Date: 6/24/19

District use only below line

Account Number to be Charged 01.0-03000.0-11100-10000-5810-7470480

Veronica Lizardi, Ed.D., Director, Instructional Support Programs
Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date 6/24/19

Signature of Program Director ONLY IF using categorical funds — Date 6/24/19

Grupo CRECER

SERVICE PROPOSAL

The purpose of this Service Proposal is to detail the working relationship between the **Grupo CRECER** organization and **Downey Unified School District** in the delivery of the Grupo CRECER Family Strengthening parent education program.

Goal: The goal of this collaborative effort is to improve student's academic success through the delivery of parenting workshops for parents of Downey Unified School District covering topics that emphasize improved communication, family structure, reduced family abuse, and the identification and strengthening of children's academic skills.

Objective:
To conduct a series of eight, 2-hour parent education workshops once per week (**Thursday morning and evening. Morning classes will be held from 8:30-10:30AM & evening classes will be held from 6:00-8:00 P.M.**) for 8 weeks at **Rio San Gabriel Elementary School**, starting, September 19, 2019 and ending, November 14, 2019 (no class on **October** 31, 2019).

Topic Options
Grupo Crecer offers seven different topics, delivered in eight, 2-hour workshops conducted once per week for 8 weeks.

The topic offered for these two sessions is:

- **Managing Conflicts and Preventing Crisis in the Family**

Language Options
Schools wishing to provide the Grupo CRECER program in Spanish and English may choose from two options:

- Separate Spanish language and English-language groups
  Grupo CRECER offers its culturally tuned programs in Spanish or English. The topics presented use specific words, expressions, examples, and symbols relevant to the language of the participating group. Grupo CRECER will provide a culturally competent educator and materials for either Spanish or English-speaking groups. Each group is scheduled and billed as an independent series.
- Translation Spanish-language group
  In the event that Downey Unified School District cannot provide their own class translator, Grupo CRECER will provide simultaneous Spanish-English translation for the English-speaking participants. DUSD will be billed for translator time (at a rate of $60.00 per hour) and will be responsible for providing electronic translation equipment (available from the school district.)

Grupo CRECER will be responsible for delivering the workshops as per this Service Agreement. **Downey Unified School District** will assist Grupo CRECER in the capacity listed below.

Grupo CRECER

GRUPO CRECER WILL PROVIDE:

- ✔ Professional facilitators for every session
- ✔ All outlines, handouts, brochures and materials for each week's session for each participant
- ✔ Professional parent recruitment services for each session
- ✔ Will report at the end of the program a list with attendance, number of parents completing the program, description of common issues and suggested follow-up
- ✔ A certificate of completion for each participant at the end of the series

Downey Unified School District WILL PROVIDE:

- ✔ An appropriate learning space for all sessions
- ✔ Child Care
- ✔ Translation equipment (if translation option is chosen)

Constraints:
The term of this Service Proposal is for the duration of the 2019-2020 school year.

Compensation:
Downey Unified School District will compensate Grupo CRECER for these series of parent education workshops provided. Fees are as follows:

The $15,000 fee will service up to 150 parents. The cost of $100 will be charged for any additional parent completing the program. If more than 150 parents graduate, we will provide Downey Unified School District with an amendment charging them for the addition fees.

Fees include all services and provision as stated above.

Beyond monetary compensation, the collaboration between all parties will assure that the issue of improving academic success is being more fully addressed in the District's schools and communities, and that the model of family strengthening is further being formalized for the benefit of all partners.

Grupo CRECER will submit an invoice payable one week before the completion of each series. All payments to Grupo CRECER are subject to net 15 days terms and completed performance, and acceptance of the services by Downey Unified School District.

Grover Bravo

Grover Bravo,
Executive Director

06/19/2019
Date

DUSD Representative

6/24/19
Date

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.KK. RATIFY Agreement No. 201920-55 with The Macerich Partnership, LLP, Santa Monica, to provide marquee advertising services in the Stonewood Center Mall, Lakewood Center Mall and the Los Cerritos Center for the Downey Adult School from November 5, 2018 through November 3, 2019, in the amount of $26,557.00, to be charged to the Adult School Fund.

Type:
Consent

Attachments:

Macerich Partnership Agreement DAS

PROPOSAL

MACERICH

Campaign: Downey Adult School - Annual Media - Multi - 11/05/18 - 11/03/19

Submitted on: 10/17/2018

Macerich Contact:

Vito Bello

vito.bello@macerich.com

D.U.S.D. Agreement No. 201920-55

PROPOSAL

MACERICH

LAKEWOOD CENTER

LATITUDE: 32.324741
LONGITUDE: -110.930113

AVG MONTHLY TRAFFIC: 1,300,000
AVERAGE HHI: $71,058
% WOMEN: 51.0%
% HHS W/CHILDREN: 46.1%
% AFRICAN AMERICAN: 11.9%
% HISPANIC: 57.7%

MAJOR RETAILERS:
Nordstrom Rack | Bed Bath & Beyond | 24 Hour Fitness Super Sport | Costco | JCPenney | Best Buy | H&M | Home Depot | Target | Forever 21 | Macy's

MOVIE THEATER OPERATOR:
Pacific Theatres

Unit #/Pack Name	Media Type	Description	Size (HxW)	Location	Start Date	End Date	4 Week Cost	Total Media Cost	Production and Installation Rates	Production and Installation Cost
12	Static Backlit Kiosk	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	Main Concourse	01/07/2019	11/03/2019	$0.00	$0.00	$72.00	$72.00
21A	Static Backlit Kiosk	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	Center Court	01/07/2019	11/03/2019	$0.00	$0.00	$72.00	$72.00
									Lakewood Center Total Media Cost	**$0.00**
									Lakewood Center Total Production and Installation Cost	**$144.00**
									Lakewood Center Total Cost	**$144.00**

PROPOSAL

MACERICH

LOS CERRITOS CENTER

LATITUDE:	33.862902	AVG MONTHLY TRAFFIC:	862,962	MAJOR RETAILERS:	
LONGITUDE:	-118.094808	AVERAGE HHI:	$73,574	Macy's | Nordstrom | Forever 21 | Sears | Dick's Sporting Goods	
		% WOMEN:	51.0%	MOVIE THEATER OPERATOR:	
		% HHS W/CHILDREN:	48.1%	Harkins Theatres	
		% AFRICAN AMERICAN:	9.1%		
		% HISPANIC:	59.0%		

Unit #/Pack Name	Media Type	Description	Size (HxW)	Location	Start Date	End Date	4 Week Cost	Total Media Cost	Production and Installation Rates	Production and Installation Cost
18A	Static Backlit Kiosk	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	Main Concourse	01/07/2019	11/03/2019	$550.00	$5,912.50	$72.00	$72.00
9	Static Backlit Kiosk	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	Main Concourse	01/07/2019	11/03/2019	$550.00	$5,912.50	$72.00	$72.00
									Los Cerritos Center Total Media Cost	**$11,825.00**
									Los Cerritos Center Total Production and Installation Cost	**$144.00**
									Los Cerritos Center Total Cost	**$11,969.00**

PROPOSAL

MACERICH

STONEWOOD CENTER

LATITUDE:	33.935768	AVG MONTHLY TRAFFIC:	858,333	MAJOR RETAILERS:	Macy's Home Store | Forever 21 | JCPenney | Kohl's | Macy's | Sears
LONGITUDE:	-118.119984	AVERAGE HHI:	$56,828	MOVIE THEATER OPERATOR:	N/A
		% WOMEN:	50.6%		
		% HHS W/CHILDREN:	55.6%		
		% AFRICAN AMERICAN:	9.1%		
		% HISPANIC:	80.6%		

Unit #/Pack Name	Media Type	Description	Size (HxW)	Location	Start Date	End Date	4 Week Cost	Total Media Cost	Production and Installation Rates	Production and Installation Cost
16A	Static Backlit Kiosk	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	Main Concourse	11/05/2018	11/03/2019	$550.00	$7,150.00	$72.00	$72.00
5A	Static Backlit Kiosk	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	Anchor Concourse	11/05/2018	11/03/2019	$550.00	$7,150.00	$72.00	$72.00
									Stonewood Center Total Media Cost	**$14,300.00**
									Stonewood Center Total Production and Installation Cost	**$144.00**
									Stonewood Center Total Cost	**$14,444.00**

Total Cost	**$26,557.00**

MACERICH®

AGREEMENT FOR ADVERTISING PREMISES
Downey Adult School - Annual Media - Multi - 11/05/18 - 11/03/19 2018

Agreement Date: October 17, 2018

MACERICH

Entity Name:	The Macerich Partnership LP
Address:	401 Wilshire Blvd. Suite 700
City/State/Zip:	Santa Monica, CA 90401
Owner Contact:	Vito Bello
Email:	vito.bello@macerich.com
Telephone:	

CENTER

Center Name(s)	Stonewood Center, Los Cerritos Center, Lakewood Center

PROJECT

Contract Number:	2018A02994
Term:	11/05/2018 - 11/03/2019
Total License Fee:	$26,557.00

LICENSEE

Company Name:	Downey Unified School District
Address:	Downey Unified School District 11627 Brookshire Ave.
City/State/Zip:	Downey, CA 90241-4911
Licensee Contact:	Blanca Rochin
Email:	brochin@dusd.net
Telephone:	5629406201

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start Date	End Date	4 Week Cost	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/07/2019	11/03/2019	$0.00	$0.00	$72.00	$72.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/07/2019	11/03/2019	$0.00	$0.00	$72.00	$72.00
Subtotal												**$144.00**
Tax												**$0.00**
Total												**$144.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/07/2019	11/03/2019	$550.00	$5,912.50	$72.00	$5,984.50
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/07/2019	11/03/2019	$550.00	$5,912.50	$72.00	$5,984.50
Subtotal												**$11,969.00**
Tax												**$0.00**
Total												**$11,969.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	11/05/2018	11/03/2019	$550.00	$7,150.00	$72.00	$7,222.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	11/05/2018	11/03/2019	$550.00	$7,150.00	$72.00	$7,222.00
Subtotal												**$14,444.00**
Tax												**$0.00**
Total												**$14,444.00**

Display Term: The term of this Agreement for Advertising Premises (the "Agreement") shall commence on **11/05/2018** (the "Commencement Date") and shall terminate on **11/03/2019** (the "Expiration Date"), unless sooner terminated as provided for herein. For clarification purposes, the Media Posting Date is the Commencement Date unless otherwise agreed to by the parties. The Expiration Date should be extended for each day of delay of the Media Posting Date for causes beyond the reasonable control of Licensee.

Digital Displays: To the extent applicable, Licensee acknowledges and agrees that the digital portion of the Premises contains a program loop (the "Loop") containing the number of advertising spots and the length of advertising spots (the "Advertising Spots") set forth in the schedule listed above. The amount of Advertising Spots, the Advertising Spot duration, the Loop duration, the plays per hour and plays per day are subject to change in Macerich's sole discretion. The Advertising Spots for the Loop shall be created, produced and installed by Licensee in accordance with the Center guidelines and shall be subject to Macerich's prior approval in its sole discretion. The term Advertising Materials as defined below shall include the advertising created by Licensee for the Loop.

Notwithstanding the foregoing, Macerich may terminate this Agreement, at any time during the term, with or without cause, on **two (2)** days prior written notice thereof as to all of the Premise or a portion of the Premises.

Relocation: The Premises of any or all of the Advertising Materials may be relocated at any time at the discretion of, and without liability to, Macerich, to a mutually agreed upon relocation premises within the Center. If Macerich and Licensee cannot agree upon a mutually acceptable relocation of any and/or all of the Advertising Materials, Macerich shall make the final determination.

Special Instructions: All artwork must be approved prior to production and installation. Send artwork design to **Samantha.Greening@macerich.com** for approval. Artwork must be 90% graphic 10% copy.

Production Expenses: The costs for design, production and installation of the advertising materials described above (the "Advertising Materials") shall be incurred by Licensee at Licensee's sole cost and expense. Each Advertising Material shall consist solely of the artwork previously approved by Macerich. If production will be handled by Macerich's third party vendor, the License Fee is inclusive of the production expenses.

Macerich intends make an election under section 1033(g) of the Internal Revenue Code of 1986, as amended (the "Code") to treat outdoor advertising displays as real property for purposes of Chapter 1 of the Code

License Fee: As consideration for licensing the Premises, Licensee shall pay to Macerich as a License Fee, the sum of **$26,557.00**, payable in accordance with and in the amounts set forth on the attached Schedule 1. Licensee shall be charged on a monthly basis and will have sixty (60) days to pay from the date of each invoice. The License Fee includes the excise, transaction, rental, sales or privilege tax (except net income tax) now or hereafter levied or imposed upon Macerich or the owner(s) of the Center by any governmental agency on account of, attributed to or measured by this Agreement. Checks shall be remitted to the following address: **Macerich Partnership, LP PO BOX 848729 Los Angeles, CA 90084-8729**, or any other person or firm as Macerich may designate in writing. If Macerich so notifies Licensee in writing (and Licensee is able to reasonably comply), all fees due Macerich hereunder shall be made by electronic money transfers in accordance with Macerich's written directive therefor. Licensee shall be obligated to pay the fees hereunder when due regardless of whether Licensee receives a statement therefor.

Licensee hereby contracts for the Advertising Materials as described herein (contract consists of cover page and second page). Both parties must sign contract.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and year first written above.

Licensee:
Downey Unified School District

Name (signature)

Christina Aragon
Print Name

Associate Superintendent, Business Services
Title

The Macerich Partnership, L.P.,
a Delaware limited partnership

By: The Macerich Company,
a Maryland corporation,
Its general partner

Name (signature)

Print Name

Title

STANDARD TERMS AND CONDITIONS

1.0 Licensee's Payment Obligations

1.1 Licensee shall be liable for the payment of all sums due hereunder and Macerich will look solely to Licensee for the payment thereof.

2.0 Delivery, Production and Installation of Advertising Materials

2.1 The Advertising Material will be installed in the Center by Macerich's preferred vendor in locations agreed upon by the parties (collectively and individually, the "Premises") in accordance with the terms set forth herein unless otherwise designated on Schedule 2 attached hereto and incorporated herein by reference.
If Macerich's preferred vendor is producing and installing all or a portion of the Advertising Materials, Licensee will deliver to Macerich and/or Macerich's preferred vendor, as determined by Macerich, the applicable Acceptable Materials, in sufficient quantity for proper installation of display(s), as defined below:

a) If this is a new contract (not a renewal), Licensee shall deliver Acceptable Materials to Macerich's preferred vendor not less than three (3) business days prior to the Commencement Date. If the Acceptable Materials have not been received by Macerich and/or Macerich's preferred vendor by the date specified on the face of this Agreement, in addition to its other remedies, Macerich may terminate this Agreement. If Acceptable Materials are timely delivered, Macerich's preferred vendor will complete the production and installation of the displays approximately on or before the estimated display date and commence billing on the date copy is fully displayed.

b) "Acceptable Materials" is defined as digital artwork prepared at 100 dpi at full size in Adobe Illustrator format, 1/2" or 1/4" scale. In lieu of digital files, an original transparency for high resolution scanning may also be provided. 3M electrostatic printing is the method used for graphic preparation. Acceptable Materials will be furnished in a minimum quantity of one complete set of material and instructions for every display to be installed. Advertising design must be 90% image or photography, with the remaining 10% allowable for copy and/or logo, subject to pre-approval by Macerich. Licensee shall provide printed materials (and not raw files).

c) Licensee shall furnish "Acceptable Materials" for any artwork changes to Macerich's preferred vendor not less than three (3) business days prior to the display change date. Should the Acceptable Materials not be supplied or should the Acceptable Materials be unacceptable, Macerich may, at its discretion, after so notifying Licensee, continue to show the existing display in full satisfaction of its obligation. Macerich will not be deemed in breach of its obligation if the Acceptable Materials are not delivered in ample time for Macerich's preferred vendor to produce and install, and the existing display continues to be shown.

2.2 If Macerich's preferred vendor is installing any or all of the Advertising Materials, Licensee shall provide Macerich or Macerich's preferred vendor (as designated by Macerich), the Advertising Materials not less than three (3) business days prior to the Commencement Date. If the Advertising Materials have not been received by the date specified on the face of this Agreement, in addition to its other remedies, Macerich may terminate this Agreement. If the Advertising Materials are timely delivered, Macerich's preferred vendor will complete the installation of the Advertising Materials approximately on or before the estimated display date and commence billing on the date copy is fully displayed.

2.3 If Licensee is installing and producing any or all of the Advertising Materials, the applicable Advertising Materials shall be designed, produced and supplied by Licensee and delivered and installed in the Center by Licensee in accordance with the dates set forth on Schedule 2. The Advertising Materials require the prior approval of Macerich before they are produced or displayed at the Center. All production and installation of the Advertising Materials are to be at the sole expense of Licensee. In addition, upon the expiration or earlier termination of this Agreement, Licensee shall leave the Center in a neat and broom clean condition, free of debris and in as good condition as the Center on the date of this Agreement, ordinary wear and tear and casualty damage excepted. Licensee hereby authorizes Macerich's preferred vendor to remove all of Licensee's personal property upon Licensee's failure to remove all personal property from the Centers within five (5) days after the expiration or earlier termination of this Agreement. Licensee hereby waives any and all loss or damage claims arising from the removal and/or storage of the personal property. Furthermore, Licensee hereby agrees to indemnify, defend and hold Macerich harmless from and against any costs, claims, liens, awards, judgments or other damages, including reasonable attorneys' fees, costs and disbursements, arising from the removal of the personal property.

2.4 The party (or party's preferred vendor) that installed the Advertising Materials shall remove and discard the applicable Advertising Materials at the end of the Term. Both parties acknowledge and agree that Macerich's preferred vendor may recycle the vinyl material at the end of the Term.

3.0 The Content

3.1 The artwork and Advertising Material shall not be in bad taste or in violation of existing laws, offensive to the moral standards of the community, false, misleading or deceptive, or in any way reflect negatively upon the character, integrity or standing of any organization or individual. Macerich may reject any artwork and/or Advertising Material, art or copy, submitted by Licensee in Macerich's sole discretion, including, without limitation, for bad taste or violation of existing laws, if it is offensive to the moral standards of the community, false, misleading or deceptive, or in any way reflects negatively upon the character, integrity or standing of any organization or individual. The decision to reject any Advertising Material, artwork or copy shall be in Macerich's sole and absolute discretion and its decision shall be final. Macerich may also reject any artwork and/or Advertising Material which fails to meet the prescribed guidelines of 90% image or photography, 10% copy and/or logo. Licensee agrees to immediately remove (and no later than 24 hours after being provided notice) the display of any messages, images or other content on the Premises that Macerich deems, in Macerich's sole discretion, objectionable.

4.0 General

4.1 Termination and Loss of Service. Macerich may, upon notice to Licensee, terminate this Agreement as to a Center (or more than one Center to the extent that Premises include more than one Center under this Agreement) at any time (i) upon material breach by Licensee, or (i) if Macerich does not receive timely payment on billings. Upon such termination all unpaid, accrued charges hereunder will immediately become due and payable and Licensee agrees to pay, as liquidated damages, a sum equal to 75% of the amount for the terminated Premises which would have been payable hereunder unless otherwise agreed to by the parties. Licensee may upon fifteen (15) days prior written notice to Macerich, terminate this contract upon material breach by Macerich. Neither party will have any liability to the other upon breach or termination, except as provided in this Paragraph 4.1, Paragraph 4.2, and Paragraph 2.

4.2 Indemnification. Licensee agrees to defend, indemnify, save and hold harmless Macerich, the owners of the Center(s) and The Macerich Company from and against any and all claims and demands (except such as result from the gross negligence or willful misconduct of Macerich or its respective agents, contractors, servants or employees) arising out of (i) the artwork, the Advertising Materials, the Premises or any act or omission of Licensee or its licensees, servants, agents, employees, or contractors, including without limitation any and all claims from Licensees in the event of a loss of exposure on the Advertising Materials due to the termination of the Agreement, and from and against any and all costs, expenses, attorneys' fees and liabilities incurred in connection with any claims or proceedings; (ii) any claim, suit or proceeding for alleged or actual patent, copyright or trademark infringement and related claims, including, but not limited to, trade secret appropriation, unfair competition and/or interference with prospective economic advantage, or any other violation of a third party rights, resulting from the artwork and/or Advertising Materials and/or any other items provided by Licensee; (iii)Licensee's or its independent contractors' or vendors' breach of any representation, warranty, term, condition or performance of or under this Agreement. Macerich shall not be liable to Licensee for any injury, damage or loss arising out of or in any way related to any act, omission or negligence of tenants or other occupants of the Center or patrons, customers or invitees of the Center, all such claims against Macerich for any such injury, damage or loss being hereby expressly waived by Licensee. Licensee's obligation to indemnify Macerich as herein provided shall survive the expiration or earlier termination of this Agreement for acts or omissions occurring prior to such expiration or termination. For purposes of this paragraph only, the term "Macerich" shall be deemed to include the owner(s) of the Center and its management company, The Macerich Company and the partners, shareholders and/or members of each of these entities. The indemnification, defense and hold harmless provided herein includes any and all losses, liability, damage or expenses, including, but not limited to, court costs and attorneys' fees arising out of or resulting from such claim, suit, or proceeding.

4.3 Compliance. Macerich's obligations hereunder are subject to the terms and conditions of any licenses and permits held by it and to applicable federal, state and local laws and regulations and any agreements existing at the Center. All copy and artwork and Advertising Materials furnished by Licensee hereunder will at all times comply with all applicable federal, state and local laws and regulations. Licensee shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to its activities at the Center as provided for under this Agreement. All business licenses and other applicable permits and licenses shall be secured and paid for by Licensee, as apropriate.

4.4 If Licensee is installing and producing any or all of the Advertising Materials, Licensee, at its sole cost and expense, shall obtain and keep in full force and effect while conducting any activities at the Center, a policy of comprehensive general liability insurance, including without limitation broad form property damage liability and personal injury liability coverage, arising out of Licensee's operations, naming Macerich, the owner(s) of the Center and

its management company, and The Macerich Company, and all owned, managed, controlled, non-controlled and subsidiary companies, corporations, entitles, joint ventures, limited liability companies and partnerships and all of their constituent partners and members and such other entities as Macerich shall reasonably request, as additional insureds. Said insurance shall at all times be in an amount of not less than **Two Million Dollars ($2,000,000.00)** combined each occurrence in the aggregate for personal and bo dily injury and property damage. Licensee, at its sole cost and expense, shall also obtain and keep in full force and effect while conducting any activities at the Center, commercial automobile liability insurance having a combined single limit of not less than **Two Million Dollars ($2,000,000.00)** each accident and insuring Licensee against liability for claims arising out of ownership, maintenance, or use of any owned, hired, borrowed or non-owned vehicle. All such insurance shall specifically insure the performance by Licensee as to liability for injury to or death of persons and injury or damage to property, subject to standard policy provisions and exclusions. To the extent applicable, Licensee shall also obtain and keep in full force and effect during the Term of this Agreement, workers' compensation insurance in the amount required by the State in which the Center is located and Employers' Liability insurance on an "occurrence basis" but, in either case, with a limit of not less than Five Hundred Thousand Dollars ($500,000) each accident, Five Hundred Thousand Dollars ($500,000) each employee by disease and Five Hundred Thousand Dollars ($500,000) policy aggregate by disease, covering all persons employed by Licensee in the conduct of its operations (including all states endorsement and, if applicable, the volunteers endorsement). Certificates evidencing the coverages required under this Paragraph shall be delivered to Macerich prior to Licensee entering upon the Center. Such certificates shall contain a provision that Macerich and Licensee shall be given a minimum of fifteen (15) days written notice by the insurer prior to cancellation, termination or material change in such insurance.

Licensee waives any rights to recover against Macerich for claims for damages whether or not covered by insurance including claims made by Licensee's employees, agents or independent contractors. This provision is intended to waive fully, and for the benefit of Macerich, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Licensee pursuant to this Agreement shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance.

If Licensee contracts with or hires independent contractors or vendors to work with Licensee at the Center, Licensee shall require such independent contractors and/or vendors to obtain, maintain and furnish to Licensee and Macerich satisfactory evidence of insurance with coverages, limits, and additional insureds endorsement outlined above. Licensee shall not allow any independent contractor or vendor to enter the Center until each has obtained and submitted the insurance evidence required herein.

4.5 Force Majeure. Any delay or failure by Macerich to perform hereunder as aresult of force majeure, labor dispute, law, government action or order, or similar causes beyond Macerich's reasonable control, will not constitute a breach of contract, but Licensee will be notified immediately and will be entitled, at its election, to either an extension of service or additional service having a value based on location reasonably equivalent to the lost service, as its sole and exclusive remedy.

4.6 Upon request, Macerich will furnish a digital photograph of one (1) location, delivered by e-mail correspondence.

4.7 When a portion or all of a Premises specified in this contract is no longer available due to a loss of the structure for any reason (other than due to Licensee or its contractors or employees negligent acts or omissions), to the extent available, Macerich will use commercially reasonable efforts to offer Licensee a location of approximately equal advertising value, which location will be subject to the prompt reasonable approval of Licensee. In the event the Licensee approves the location, the term of the contract will be extended after the expiration date of this contract for a period equal to the time during which the Advertising Material was not on display.

4.8 In the event any legal action is commenced to enforce the terms of this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees and court costs.

4.9 The Premises have not undergone an inspection by a Certified Access Specialist (CASp).

4.10 This contract contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and the first page of the Agreement, the first page of the Agreement will govern. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notice hereunder will be in writing, deemed given on the date of dispatch, and addressed to Licensee and Macerich at the addresses on the first page hereof.

SCHEDULE 1
BILLING AND PAYMENT ADDENDUM

INVOICE/CYCLE 1

For The Period Of: 11/05/2018 - 12/02/2018

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	11/05/2018	12/02/2018	$550.00	$72.00	$622.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	11/05/2018	12/02/2018	$550.00	$72.00	$622.00
Subtotal											**$1,244.00**
Tax											**$0.00**
Total											**$1,244.00**
Cycle Total											**$1,244.00**

INVOICE/CYCLE 2

For The Period Of: 12/03/2018 - 12/30/2018

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	12/03/2018	12/30/2018	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	12/03/2018	12/30/2018	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$1,100.00**

INVOICE/CYCLE 3

For The Period Of: 12/31/2018 - 01/27/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/07/2019	01/27/2019	$0.00	$72.00	$72.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/07/2019	01/27/2019	$0.00	$72.00	$72.00
Subtotal											**$144.00**
Tax											**$0.00**
Total											**$144.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/07/2019	01/27/2019	$412.50	$72.00	$484.50
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/07/2019	01/27/2019	$412.50	$72.00	$484.50
Subtotal											**$969.00**
Tax											**$0.00**
Total											**$969.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	12/31/2018	01/27/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	12/31/2018	01/27/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,213.00**

INVOICE/CYCLE 4

For The Period Of: 01/28/2019 - 02/24/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/28/2019	02/24/2019	$0.00	$0.00	$0.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/28/2019	02/24/2019	$0.00	$0.00	$0.00
Subtotal											**$0.00**
Tax											**$0.00**
Total											**$0.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/28/2019	02/24/2019	$550.00	$0.00	$550.00
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/28/2019	02/24/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/28/2019	02/24/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	01/28/2019	02/24/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,200.00**

INVOICE/CYCLE 5

For The Period Of: 02/25/2019 - 03/24/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	02/25/2019	03/24/2019	$0.00	$0.00	$0.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	02/25/2019	03/24/2019	$0.00	$0.00	$0.00
Subtotal											**$0.00**
Tax											**$0.00**
Total											**$0.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	02/25/2019	03/24/2019	$550.00	$0.00	$550.00
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	02/25/2019	03/24/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	02/25/2019	03/24/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	02/25/2019	03/24/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,200.00**

INVOICE/CYCLE 6

For The Period Of: 03/25/2019 - 04/21/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	03/25/2019	04/21/2019	$0.00	$0.00	$0.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	03/25/2019	04/21/2019	$0.00	$0.00	$0.00
Subtotal											**$0.00**
Tax											**$0.00**
Total											**$0.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	03/25/2019	04/21/2019	$550.00	$0.00	$550.00
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	03/25/2019	04/21/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	03/25/2019	04/21/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	03/25/2019	04/21/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,200.00**

INVOICE/CYCLE 7

For The Period Of: 04/22/2019 - 05/19/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	04/22/2019	05/19/2019	$0.00	$0.00	$0.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	04/22/2019	05/19/2019	$0.00	$0.00	$0.00
Subtotal											**$0.00**
Tax											**$0.00**
Total											**$0.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	04/22/2019	05/19/2019	$550.00	$0.00	$550.00
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	04/22/2019	05/19/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	04/22/2019	05/19/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	04/22/2019	05/19/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,200.00**

INVOICE/CYCLE 8

For The Period Of: 05/20/2019 - 06/16/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	05/20/2019	06/16/2019	$0.00	$0.00	$0.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	05/20/2019	06/16/2019	$0.00	$0.00	$0.00
Subtotal											**$0.00**
Tax											**$0.00**
Total											**$0.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	05/20/2019	06/16/2019	$550.00	$0.00	$550.00
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	05/20/2019	06/16/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	05/20/2019	06/16/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	05/20/2019	06/16/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,200.00**

INVOICE/CYCLE 9

For The Period Of: 06/17/2019 - 07/14/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	06/17/2019	07/14/2019	$0.00	$0.00	$0.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	06/17/2019	07/14/2019	$0.00	$0.00	$0.00
Subtotal											**$0.00**
Tax											**$0.00**
Total											**$0.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	06/17/2019	07/14/2019	$550.00	$0.00	$550.00
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	06/17/2019	07/14/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	06/17/2019	07/14/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	06/17/2019	07/14/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,200.00**

INVOICE/CYCLE 10

For The Period Of: 07/15/2019 - 08/11/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	07/15/2019	08/11/2019	$0.00	$0.00	$0.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	07/15/2019	08/11/2019	$0.00	$0.00	$0.00
Subtotal											**$0.00**
Tax											**$0.00**
Total											**$0.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	07/15/2019	08/11/2019	$550.00	$0.00	$550.00
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	07/15/2019	08/11/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	07/15/2019	08/11/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	07/15/2019	08/11/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,200.00**

INVOICE/CYCLE 11

For The Period Of: 08/12/2019 - 09/08/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	08/12/2019	09/08/2019	$0.00	$0.00	$0.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	08/12/2019	09/08/2019	$0.00	$0.00	$0.00
Subtotal											**$0.00**
Tax											**$0.00**
Total											**$0.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	08/12/2019	09/08/2019	$550.00	$0.00	$550.00
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	08/12/2019	09/08/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	08/12/2019	09/08/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	08/12/2019	09/08/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,200.00**

INVOICE/CYCLE 12

For The Period Of: 09/09/2019 - 10/06/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	09/09/2019	10/06/2019	$0.00	$0.00	$0.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	09/09/2019	10/06/2019	$0.00	$0.00	$0.00
Subtotal											**$0.00**
Tax											**$0.00**
Total											**$0.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	09/09/2019	10/06/2019	$550.00	$0.00	$550.00
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	09/09/2019	10/06/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	09/09/2019	10/06/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	09/09/2019	10/06/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,200.00**

INVOICE/CYCLE 13

For The Period Of: 10/07/2019 - 11/03/2019

Market	Mall	Unit #	Media Type	Location	Description	Size (HxW)	Start	End	Total Media Cost	Production and Installation Cost	Total Cost
LA	Lakewood Center	12	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	10/07/2019	11/03/2019	$0.00	$0.00	$0.00
LA	Lakewood Center	21A	Static Backlit Kiosk	Center Court	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	10/07/2019	11/03/2019	$0.00	$0.00	$0.00
Subtotal											**$0.00**
Tax											**$0.00**
Total											**$0.00**
LA	Los Cerritos Center	18A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	10/07/2019	11/03/2019	$550.00	$0.00	$550.00
LA	Los Cerritos Center	9	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	10/07/2019	11/03/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
LA	Stonewood Center	16A	Static Backlit Kiosk	Main Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	10/07/2019	11/03/2019	$550.00	$0.00	$550.00
LA	Stonewood Center	5A	Static Backlit Kiosk	Anchor Concourse	One (1) single-sided backlit face located in highly visible areas throughout the Center	69"h x 47"w	10/07/2019	11/03/2019	$550.00	$0.00	$550.00
Subtotal											**$1,100.00**
Tax											**$0.00**
Total											**$1,100.00**
Cycle Total											**$2,200.00**

SCHEDULE 2

LICENSEE INSTALLATION OF ADVERTISING MATERIALS

Advertising Materials installed by Licensee:

N/A

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.LL. APPROVE Service Agreement No. 201920-56 for Playworks Education Energized for the 2019-20 school year.

Type:
Consent

Attachments:

Playworks Education Energized Agreement

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

SERVICE AGREEMENT
Agreement No. 201920-56

THIS AGREEMENT made and entered into this 24th of June, 2019 by and between Playworks Education Energized, 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.

   Playworks will provide recess coaches, site cordinators and programs managers to Elementary sites during the 2019-20 school year (see attached)

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $223,000, not to exceed $223,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term**. The term of this agreement begins August 9, 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. **Insurance**. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	Playworks Education Energized
Business Services	Dept.:	Southern California
11627 Brookshire Ave.	Address:	460 E. Carson Plaza Dr., Suite 106
Downey, CA 90241		Carson, CA 90746
Contact: Debbie Black	Contact:	Luciano Mondolo
(562)469-6521/dblack@dusd.net	Phone/email:	luciano.mondolo@playworks.org

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	Playworks Education Energized
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Luciano Mondolo
Print Title: Associate Superintendent Business Services	Print Title: Program Director
Date:	Date: 6/24/19

District use only below line

Account Number to be Charged $25,000-01.0-30100.0-11100-10000-5804-7470000
$198,000-01.0-30100.0-11100-10000-5100-7470000

Veronica Lizardi, Ed.D., Director, Instructional Support Programs
Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date: 6/24/19

Signature of Program Director ONLY IF using categorical funds — Date: 6/24/19

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.MM. RATIFY Agreement No. 201920-57 with Colbi Technologies to use Quality Bidders software to prequalify general contractors and subcontractors and maintain a CUPCCAA list of contractors from July 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

Quality Bidders Software License for 2019-2020 fiscal year.

Quality Bidders℠ Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on July 1, 2019 ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12841 Newport Ave, Tustin, California 92780 ("Colbi"), and Downey Unified School District, having its principal place of business at 11627 Brookshire Avenue · Downey, CA 90241, ("Customer").

1. Software Services Provided by Colbi. In support of Customer's building program and during the Term of this Agreement, Colbi will provide Quality Bidders℠ software services ("Services") as set forth in Exhibit A (Exhibits).

2. Customer License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi intellectual property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer other than as expressly set forth herein.

3. License to Host Customer Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.

5. Customer Responsibilities. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. Customer shall pay to Colbi all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 30 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Customer. Customer agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.

7. Invoices. Following the service commencement date as defined in Exhibits, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. Colbi does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibits.

9. Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement,

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

10. Indemnity

10.1 Indemnity by Colbi. Colbi shall defend Customer against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

10.3 Indemnity by Customer. Customer shall defend Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services without liability if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

12.1 Term. The initial term of this Agreement begins on the date set forth in Exhibits and continues for a one year period (“Initial Term”). This Agreement will continue for successive one-year periods (“Extended Term”), unless either party gives written notice of its intention not to renew at least 30 days in advance.

12.2 Termination of Agreement. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any fee, charge or any other amount owed by Customer to Colbi within 15 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 15-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.

12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in full force and effect after expiration or termination of this Agreement.

13. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given

(a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested

14. Force Majeure. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

15. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

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

Colbi Technologies, Inc.	**Downey Unified School District**
Lettie Boggs Lettie Boggs, CEO	Christina Aragon
June 14, 2019 Date	Associate Superintendent, Business Services Title
01-0679534 Federal I.D.#	July 11, 2019 Date

EXHIBIT A

Quality Bidders℠ Software Services

During the term of this Agreement, Colbi will provide Quality Bidders℠ software services as described below. Services include the following:

Managed Services

- Provide standard on-line bidders questionnaire
- Monitor, manage, and remediate network and servers including administration infrastructure
- Site availability monitoring and remediation
- Data backup and recovery with 30-day retention
- Enforce commercially reasonable data security

Support Services

- Application updates to Quality Bidders℠
- Live phone support during normal business hours (Pacific Standard Time)[1].
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below Classification and Resolution of Issues.
- Best Practice Advisories and Alerts

Fees for Services

- One-Time Implementation Fee: ~~$2,500~~ Waived
- Annual Software Service Fee: $9,000 per year
- Pre-Qualification Application Review Fees: Billed at $85/hour
    - Colbi will review submitted applications including, submitted financials, license and registration, and will conduct reference checks using standardized questions for a minimum of two recently completed projects. Colbi will document review and reference checks and mark each application as ready for final determination by the Customer based on score.
- CUPCCAA Review Service Fee: $5,000.00 per year
    - Colbi will provide daily monitoring of CUPCCAA registration applications. Colbi will register contractors for Customer informal bidding based on our ability to verify Contractor License and DIR registration. During the month of November, Colbi will mail out a written notice on behalf of the Customer, to construction trade journals designated by DIR for the District, inviting all licensed contractors to submit registration applications for inclusion on the Customer's CUPCCAA informal bidding list for the next year.

Service Commencement Date: _____

Availability

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

Classification and Resolution of Issues

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

- **Severity 1 Issues**: Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
    - Quality Bidders℠ software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
    - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
    - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.

[1] Excludes weekends and holidays.

    - Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.
    - Emergency backup or backup restoration
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.
    - Minor bug fixes.
    - An incident with little impact on data or user experience and can be handled on a scheduled basis.
    - Problems affecting small group of users.

Monitoring

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

Hours of Operation

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

Requesting Support

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

Maintenance and Updates

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

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

[2] Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If a holiday falls on a weekend, an adjacent weekday is observed as a holiday.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.NN. APPROVE Agreement for Independent Consultant Services No. 201920-58 with Mr. John Fenton to provide consulting services to assist the Facilities Department with the oversight of the Measure O Bond Program from July 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

John Fenton Agreement 2019/2020

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 201920-58

This AGREEMENT is made and entered into this 1st day of July 2019, between the Downey Unified School District ("DISTRICT") and John Fenton DBA FentonOR1.LLC, ("CONSULTANT"), to provide services under the direction of:

Christina Aragon, Assistant Superintendent, Business Services

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

1. SCOPE OF SERVICES

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

Consult and Assist the Facilities Planning and Development department staff in the oversight and planning of Measure O and capital outlay funded renovation, modernization and construction projects at District school sites.

2. LOCATION OF PERFORMANCE/SERVICE: Facilities Planning and Development

3. PERIOD OF AGREEMENT

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

4. CREDENTIAL

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

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

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

5. INDEPENDENT CONSULTANT

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

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of $ 110.00 per hour not to exceed a total of $ 70,000.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

a. Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

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

(1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate.
(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than $1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

John Fenton, DBA Fenton.OR1.LLC
Consultant Name

John Fenton
Signature

Taxpayer ID no. or Soc. Sec. Number

Street Address

City, State, Zip Code

June 21, 2019
Date

Downey Unified School District

Christina Aragon
Associate Superintendent

Date

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

District use only below line

Account Number to be Charged: _____

Print Name and Title of Site Administrator | Date | Signature of Site Administrator

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

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

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.OO. APPROVE Agreement for Independent Consultant Services No. 201920-59 with Chris Toledo for a speaking engagement at the Downey Adult School on October 14, 2019.

Type:
Consent

Attachments:

Chris Toledo Consultant Agreement

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 201920-59

This AGREEMENT is made and entered into this 12th day of June 2019, between the Downey Unified School District ("DISTRICT") and Chris Toledo ("CONSULTANT"), to provide services under the direction of:

Blanca Robin, Principal

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

1. SCOPE OF SERVICES

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

Keynote speaker for professional growth day

2. LOCATION OF PERFORMANCE/SERVICE: Adult School

3. PERIOD OF AGREEMENT

This Agreement is effective 10-14-19 and will be completed by 10-14-19 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

4. CREDENTIAL

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

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

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

5. INDEPENDENT CONSULTANT

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

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of $_____per _____ not to exceed a total of $1,470.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

a. Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

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

(1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate.
(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than $1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

9. FINGERPRINTING

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

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

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

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

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

14. **GOVERNING LAW**
This Agreement shall be governed by the laws of the State of California.

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

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

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

Chris Toledo
Consultant Name

Chris Toledo /bt
Signature

Taxpayer ID no. or Soc. Sec. Number

Street Address

City, State, Zip Code

6-12-19
Date

Downey Unified School District

Christina Aragon
Associate Superintendent

Date

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

District use only below line

Account Number to be Charged: 11.0-06390.0-00000-27000-5890-6280000

Blanca Rochin, Principal — 6/24/19 — Blanca Rochin
Print Name and Title of Site Administrator — Date — Signature of Site Administrator

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

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

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.PP. APPROVE Service Agreement No. 201920-60 with Creative Works Consulting to provide marketing and business strategy assistance from July 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

Creative Works Service Agreement 2019/2020

Creative Works SOW

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

SERVICE AGREEMENT
Agreement No. 201920-60

THIS AGREEMENT made and entered into this 1 of July, 2019 by and between Creative Works Consulting, 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.

   Creative Works Consulting Agency will be assisting with marketing & business strategies to assure programs continue to thrive, new programs are properly communicated and enrollment goals are reached. This will include, but not be limited to advice and consult on online communication strategies & public advertising campaigns.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $_____, not to exceed $100,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term**. The term of this agreement begins 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.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	Creative Works Consulting
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	5380 Los Monteros
Downey, CA 90241		Yorba Linda, CA
Contact: Debbie Black	Contact:	Matt Knox
(562)469-6521/dblack@dusd.net	Phone/email:	(562)301-3032 matt@cwaagency.com

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	Creative Works Consulting
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Matt Knox
Print Title: Associate Superintendent Business Services	Print Title: President
Date:	Date:

District use only below line

Account Number to be Charged 01.0-000.0-0000000-71500-5890-7517770

John Garcia, Ph.D. - Superintendent

Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date: XXXX

Signature of Program Director ONLY IF using categorical funds — Date

Creative Works Consulting

Scope of Work 2019-20

Creative Works Consulting Agency will be assisting DUSD with marketing and business strategies to assure that legacy programs continue to thrive, and new programs are properly communicated to new and potential customers. This will include, but not be limited to advice and consult on internet communication strategies, public advertising campaigns, and internal marketing campaigns. We will also be seeking cooperative vendor and strategic partnerships to further DUSD business strategy goals and will advise DUSD on most effective communication strategies for existing brand and/or existing/new consumer facing campaigns to accomplish targeted objectives. Our scope of work will also include graphic and ad copy consult to DUSD. Ultimately, our number one priority is to create return on investment for campaign specific spending.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.QQ. APPROVE Service Agreement No. 201920-61 with Document Tracking Services to provide a license to manage template-based documents and translation services from November 5, 2019 through November 5, 2020.

Type:
Consent

Attachments:

Document Tracking Serivces Agreement

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

SERVICE AGREEMENT
Agreement No. 201920-61

THIS AGREEMENT made and entered into this 5 of November, 2019 by and between Document Tracking Services (DTS), 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.
   Non-exclusive license to manage template-based documents and translation services.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $8,250, not to exceed $8,250 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 11/5/19 and will terminate on or before 11/5/20 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

8. Agreement to Arbitrate. The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. Force Majeure Clause. The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. Attorney's Fees. If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. Licenses and Permits. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	Document Tracking Services (DTS)
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	10225 Barnes Canyon Road, A200
Downey, CA 90241		San Diego, CA 92121
Contact: Debbie Black	Contact:	Aaron Tarazon, Director
(562)469-6521/dblack@dusd.net	Phone/email:	858-784-0960

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	Document Tracking Services (DTS)
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Aaron Tarazon
Print Title: Associate Superintendent Business Services	Print Title: Director
Date:	Date: 6/20/19

District use only below line

Account Number to be Charged _____

Name and Title of Site Administrator-Please print

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.RR. APPROVE Agreement for Independent Consultant Services No. 201920-62 with Growing Leaders, Inc. to provide professional development in-service training at Calvary Chapel Christian School on August 7, 2019.

Type:
Consent

Attachments:

Growing Leaders Agreement for Calvary Chapel

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 201920-62

This AGREEMENT is made and entered into this 6th day of June 2019, between the Downey Unified School District ("DISTRICT") and Growing Leaders, Inc., ("CONSULTANT"), to provide services under the direction of:

Jennif e Robbins, Elementary Education

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

1. **SCOPE OF SERVICES**
CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: *(Attach additional sheet as needed).*
Professional development in-service training on Growing Leaders at Calvary Chapel Christian School on August 7, 2019.

2. **LOCATION OF PERFORMANCE/SERVICE:** Calvary Chapel Christian School

3. **PERIOD OF AGREEMENT**
This Agreement is effective 8/7/19 and will be completed by 8/7/19 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

4. **CREDENTIAL**
Does service provided require a credential, certificate, or permit: ☐ Yes ☑ No

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

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

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

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

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

✓ 6. **PAYMENT**

DISTRICT agrees to pay CONSULTANT at a rate of $500.00 per event not to exceed a total of $500.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. **INDEMNIFICATION**

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

8. **INSURANCE**

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

a. Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

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

(1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate.
(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than $1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

9. FINGERPRINTING

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

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

11. CONFIDENTIAL INFORMATION
CONSULTANT agrees to hold DISTRICT'S confidential information in strict confidence and not to disclose such confidential information to third partieswithout 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.

Growing Leaders, Inc.
Consultant Name

Signature

Taxpayer ID no. or Soc. Sec. Number

Street Address

City, State, Zip Code

06·14·19
Date

Downey Unified School District

Christina Aragon
Associate Superintendent

Date

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

District use only below line

Account Number to be Charged: 01.0-40350.0-11100-10000-5804-7480000

Jennifer Robbins, Director, Elementary Education
Print Name and Title of Site Administrator

6/17/19
Date

Signature of Site Administrator

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

Signature of Program Director

Date

Financial Services (verify acct. #)

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.SS. APPROVE Service Agreement No. 201920-63 with Certification & Career Pathways Readiness Group, LLC (2CPR Group) to provide technical assistance, curriculum and professional development for the CTE Program from August 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

2CPR Group Service Agreement

2CPR Group SOW

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

SERVICE AGREEMENT
Agreement No. 201920-63

THIS AGREEMENT made and entered into this 1 of August, 2019 by and between 2CPR Group, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   2CPR Group will provide direct support CTEIG grant funded projects and activites as stated in the attached scope of work to include a multitude of services for the CTE Programs districtwide.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $150/hr for 576 hours, not to exceed $86,400 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 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. **Insurance**. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

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

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	2CPR Group
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	3066 N Torrey Pine Lane
Downey, CA 90241		Orange, CA 92865
Contact: Debbie Black	Contact:	Angela Allison
(562)469-6521/dblack@dusd.net	Phone/email:	909-952-1541/angela@2cprgroup.com

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	2CPR Group
	Angela Allison
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Angela Allison
Print Title: Associate Superintendent Business Services	Print Title: Co-Founder/Owner
Date:	Date: June 18, 2019

District use only below line

Account Number to be Charged 01.0-63870.0-38000-10000-5890-5840000

John Harris, Director of College and Career Readiness

Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date 6-19-19

Signature of Program Director ONLY IF using categorical funds — Date

2CPR Group & Downey Unified Proposed Scope of Work
June 18, 2019

PROJECT RATIONALE

The goal is to continue to provide high quality career technical education (CTE) pathways information regarding new pathway development and curriculum review, revision, submission and "A-G" Course Adoptions where applicable in accordance with state regulations provided by the California Department of Education and the US Department of Education. Along with providing curriculum guidance, 2CPR Group will also provide expertise and guidance on aligning pathways to industry standards that incorporate third party credential opportunities for students. As subject matter experts, 2CPR Group will assist DUSD in partnering with community college programs that offer in demand, high wage, high growth courses and programs for students online. This early college credit can be done through articulation, dual enrollment and concurrent enrollment options.

This project is in direct support of the Downey Unified School District (DUSC) Strong Workforce Program (SWP) and Career Technical Education Incentive Grant (CTEIG) projects that will need on-going support and expertise to accomplish in the 2019-2020 school year. A strong foundation has been laid during the 2018-2019 academic year working with the teachers, but there is much work yet to do. 2CPR Group is poised to continue and expand their support of the programs and direction of the division at DUSD.

2CPR Group's project team to implement this work will include Angela Allison and Sean Glumace and additional staff as needed. This scope of work covers the agreed upon dates for training starting July 1, 2019 and ending no later than June 30, 2020. The total budget for not to exceed $60,000. Below is a budget for services and deliverables provided by 2CPR Group:

Included is the scope of work and the proposed budget to accomplish the DUSD goals in these areas.

2CPR
CERTIFICATION & CAREER PATHWAYS READINESS GROUP
3066 N TORREY PINE LN, ORANGE, CA 92865
• SEAN@2CPRGROUP.COM • 562-706-8999 • ANGELA@2CPRGROUP.COM • 909-952-1541
2CPRGROUP.COM

2CPR Group & Downey Unified Proposed Scope of Work
June 18, 2019

Proposed Services—Technical Assistance, Curriculum/Professional Development	Budget
Two consultants will provide two work days with faculty to cover the evaluation and revision of new and existing career pathway curriculum to meet the CDE standards of 11 Elements of High Quality CTE and provide professional development to DUSD CTE teachers to ensure: all CTE pathways courses have curricula and instruction aligned to the CTE Model Curriculum Standards. Following the trainings and PD days, 2CPR Group will provide additional support to the teachers and sites to complete the curriculum and pathway evaluation and revision. This will include final review and evaluation of materials to submit for approval to the district in addition to providing the staff with process to maintain on-going maintenance of curriculum and other necessary documentation for program compliance and possible audit from the State or Federal entities. This will help to ensure delivery of high quality CTE programs and pathways for Downey Unified School District at 32 hours of support @ $150/hr.	**$4,800**
2CPR Group will perform site-level compliance evaluations to prepare for federal program monitoring (FPM) at all participating elementary, middle, and high schools in CTEIG, Perkins, and K12 SWP grant-funded activities. (150 hours x $150/hour)	**$22,500**
2CPR Group will provide technical assistance to support all existing CTE pathways and developing new pathways that meet the 11 Elements of High Quality CTE program as defined by CDE. New pathways include: Information & Communication Technologies (ICT) with courses articulated with Cerritos College; Art, Science; and Art, Business and Science (ABS) of Game Design Pathway in a variety of areas to ensure teachers and administrators understand and implement best practices around scheduling/rostering CTE courses, maintaining high quality pathways, early college credit options and deployment, third party industry certifications/credentials in the pathways, and ongoing, classroom teacher troubleshooting support at 64 hours of support @ $150/hr.	**$9,600**
2CPR will support DUSD to collaborate and sign new articulation agreements with partner Cerritos College and other local community colleges and 4-year universities/colleges to ensure that Downey Unified high school students in the Advanced Manufacturing CTE pathway earn the industry-recognized Certified Production Technician+ (CPT) certification through dual-credit opportunities. This certification meets the Manufacturing Skill Standards Council (MSSC) standards. Cerritos College is already a partner in SWP regional planning for engineering design/manufacturing pathways. (60 hours x $150/hour)	**$9,000**
2CPR Group will provide technical assistance to develop robust industry advisory committees and facilitate advisory meetings for all CTE pathways. (100 hours x $150/hour)	**$15,000**

2CPR
CERTIFICATION & CAREER PATHWAYS READINESS GROUP
3066 N TORREY PINE LN, ORANGE, CA 92865
• SEAN@2CPRGROUP.COM • 562-706-8999 • ANGELA@2CPRGROUP.COM • 909-952-1541
2CPRGROUP.COM

Provide technical assistance to ensure and coordinate K–12 and postsecondary core CTE pathway faculty meet regularly to plan and review curriculum and instruction across levels of education to align with changing industry needs and labor market demands in order to keep programs relevant and up-to-date. This will include program and support services for smooth transitions from K12 to college and career and to develop or update and improve articulation/dual credit agreements. (120 hours x $150/hour)	**$18,000**
Facilitate student enrollment and early college credit partnerships with California Community Colleges to ensure that formal articulation/dual enrollment/concurrent enrollment agreements are developed that define participants, roles, activities, products, and timeline. (50 hours x $150/hour)	**$7,500**
TOTAL BUDGET	**$86,400**

2CPR CERTIFICATION & CAREER PATHWAYS READINESS GROUP
3066 N TORREY PINE LN, ORANGE, CA 92865
• SEAN@2CPRGROUP.COM • 562-706-8999 • ANGELA@2CPRGROUP.COM • 909-952-1541
2CPRGROUP.COM

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.TT. APPROVE Independent Contractor/Special Services Agreement No. 201920-64 with Andrea Hirsch-Muller, dba Computer-Eze, to provide programming and consultant services to the Budget & Finance Department during the 2019-20 fiscal year.

Type:
Consent

Attachments:

Andrea Hirsch-Muller dba Computer-Eze Agreement

DOWNEY UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR/SPECIAL SERVICES AGREEMENT

WHEREAS, it is the desire of the Governing Board of the DOWNEY UNIFIED SCHOOL DISTRICT

to hire Andrea Hirsch-Muller, dba Computer-Eze (Individual or Organization) 344-34-4989 (Social Security No. or Tax ID No.) to perform services

at the District Office (Department or School Site) under the direction of Michael Martinez (Requestor Name) and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program and service provided will supplement and enhance current educational offerings and not replace any portion therein. While performing the obligations under this agreement the above mentioned is an Independent Contractor and not an officer, employee, or agent of the Downey Unified School District.

THEREFORE, this agreement is made and entered into this 1st day of July, 20 19 by and between the DOWNEY UNIFIED SCHOOL DISTRICT (DISTRICT) and the above-named person or group (CONTRACTOR),

serving as Computer Programmer and Consultant
(Provide detailed description of the services that will be performed/provided-Attach separate sheet if additional space is needed),

beginning July 1, 20 19 and ending December 31, 20 19, with compensation for

such services to be paid at the rate of $75.00 (Per day / hour / month CIRCLE ONE), not to exceed $2,000.00 (Maximum).

The CONTRACTOR 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. Does this service require direct contact with students? Yes☐ No ☒
If Yes contact appropriate Personnel Department for fingerprint clearance prior to beginning service Individual may be responsible for the cost of fingerprinting.

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

3. Are you an Active, Inactive or Retiree of CalSTRS? Yes☐ No ☒ (Subject to verification)
If #3 is Yes, you must be hired as an employee, paid through District payroll, subject to withholding and fingerprint clearance. Contact Certificated Personnel for an application prior to beginning services. Individual may be responsible for the cost of fingerprinting. NOTE: CalSTRS retirees may not be employed after retirement in classified positions in the public school system except: (1) as an aide in a class with a high pupil-to-teacher ratio, or (2) to provide one-on-one instruction in a remedial class or for underprivileged students. (Section 45134 and Section 88033)

Each party agrees to defend, indemnify and hold harmless the other party, and the officers, employees and agents of the other party from and against any and all losses, claims or expense arising out of any liability for personal injury, bodily injury or death to persons, contractual liability and damage to property sustained arising out of the activities of the parties to the Agreement. Each party further agrees to waive all rights of subrogation against the other party. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by negligence of the other party or any of its officers, employees, volunteers or agents. Any injury sustained while performing services on District property must be treated at the District's designated medical provider. Certificate(s) of general liability must be presented upon request prior to performing such engagement.
By signature below I agree to such terms.

Signature of the Contractor _____ Date _____

CONTRACTOR: Complete and sign the Independent Contractor/Special Services Agreement and the W-9 form and return to the Site Administrator. Submit a Services Rendered Statement or invoice to the Site Administrator after services have been completed.

Account number to be charged:
01.0-00000.0-00000-73000-5804-7547770

Michael Martinez, CPA, MBA, Senior Director
Name and title of site administrator – please print

Michael Martinez 07/01/19
Signature of site administrator Date

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

Signature of the Program Director _____ Date _____

Financial Services (verify acct #) _____ 6/27/19
Date

Assistant Superintendent, Business Services _____ Date _____

Site Administrator: Forward original to Financial Services Department at least 21 days prior to the date of the scheduled activity or service so that Board approval may be obtained and to prevent a delay in payment. NOTE Fingerprinting requirements above.

Form #30040 REV. Mar 2011

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.UU. RATIFY the extension of the Memorandum of Understanding with the City of Downey for the After School Program for Information Recreation and Education (ASPIRE) Program from May 31, 2019 through November 30, 2019.

Type:
Consent

Attachments:

Extension of MOU - City of Downey ASPIRE

CityofDowney

EXTENSION OF MEMORANDUM OF UNDERSTANDING BY AND BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT AND THE CITY OF DOWNEY FOR THE AFTER SCHOOL PROGRAM FOR INFORMATION RECREATION AND EDUCATION (ASPIRE) PROGRAM

The Downey Unified School District ("DUSD"), a public body corporate, and the City of Downey, a California municipal corporation and charter city ("City"), entered into a Memorandum of Understanding for the After School Program and Information Recreation and Education Program (ASPIRE) ("MOU") on January 16, 2018 for a term commencing August 17, 2017 through May 31, 2019. The parties wish to extend the MOU for an additional period to allow the parties to review and negotiate modifications for a new Memorandum of Understanding for the upcoming term of the ASPIRE Program.

By signing below, the parties hereby agree to extend the MOU for an additional six (6) months or until November 30, 2019. All terms and conditions of the MOU dated January 16, 2018 shall remain in full force and effect during the term of the extension.

Each of the undersigned represents that he/she is authorized and entitled to make, enter into and execute this agreement on behalf of the party so executing it and that the terms described herein are binding against the party on whose behalf he/she is executing this extension.

IN WITNESS WHEREOF, the parties have executed this extension effective on May 31, 2019.

City of Downey
A municipal corporation and charter city

By: _____
Gilbert A. Livas, City Manager

Downey Unified School District
a public body corporate

By: _____
John A. Garcia, Jr., Ph.D.,
Superintendent

ATTEST:

_____
Maria Alicia Duarte, CMC, City Clerk

APPROVED AS TO FORM:

_____
Yvette M. Abich Garcia, City Attorney

Date: 6.11.19

Future Unlimited

CIVIC CENTER
11111 BROOKSHIRE AVE.
PO BOX 7016
DOWNEY, CALIFORNIA
90241-7016
562-869-7331
www.downeyca.org

LIBRARY
11121 BROOKSHIRE AVE.
DOWNEY, CALIFORNIA
90241-7016
562-904-7360
www.downeylibrary.org

POLICE DEPARTMENT
10911 BROOKSHIRE AVE.
PO BOX 7016
DOWNEY, CALIFORNIA
90241-7016
562-861-0771

PARKS & RECREATION
7850 QUILL DR.
DOWNEY, CALIFORNIA
90242
562-904-7238

UTILITIES DIVISION
9252 STEWART & GRAY RD.
DOWNEY, CALIFORNIA
90241-7016
562-904-7202

MAINTENANCE SERVICES
12324 BELLFLOWER BLVD.
DOWNEY, CALIFORNIA
90242
562-904-7194

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.VV. APPROVE the Memorandum of Understanding with the Cerritos College Foundation to provide site-bridging college liaisons at Columbus, Downey and Warren High Schools during the 2019-20 school year.

Type:
Consent

Attachments:

Cerritos College Foundation MOU Site-Bridging College Liaison

Site-bridging College Liaison Staffing

Memorandum of Understanding

Between

Cerritos College Foundation

And

Downey Unified School District

This Memorandum of Understanding ("MOU") is hereby entered into as of **July 1, 2019** by and between the **Downey Unified School District** (Los Angeles County, CA), hereinafter referred to as "District," and the **Cerritos College Foundation**, hereinafter referred to as "Foundation," individually referred to as "Party" and collectively as "Parties," for site-bridging college liaison staffing functions. The Parties agree as follows:

1. Services to be Provided: Both Parties desire to enter into this MOU for the hiring, training and co-placement of a site-bridging college liaison (hereinafter referred to as "Liaison") at the designated high school(s) of the District in accordance with Exhibit A ("Services"). For the District, the Liaison is to report to the principal or his/her designee, at assigned high school(s) during the course of the Services. For the Foundation, the Liaison reports to the **Director, Educational Partnerships and Programs**.

2A. Exhibit A. Table of Liaison Assignment Time and Cost to District is attached hereto and incorporated herein by this reference as Exhibit A. The purpose of Exhibit A as used in this agreement is to further define Paragraphs 1 and 4 only, Services to be Provided and Compensation. If any terms or conditions conflict between this MOU and Exhibit A, the MOU shall prevail. The District may request additional hours in writing to the Director of Educational Partnerships and Programs. Time will be approved provided the Liaison does not exceed 25 hours per week in combination of all districts liaison provides services to.

2B. Exhibit B. Liaison Description is attached hereto. The purpose of Exhibit B as used in this agreement is to further define the functions and/or duties of, and supervisory direction of, the Liaison. If any terms or conditions conflict between this MOU and Exhibit B, the MOU shall prevail.

3. Term. Services shall commence under this MOU effective on the first working day of the month following execution of this MOU by District and Foundation AND following employment of the Liaison by Foundation. The term of this MOU shall be open ended, subject to termination in accordance with Section 8, below.

4. Compensation. Exhibit A, incorporated by this referenced and attached hereto, sets forth the table of compensation for the Liaison position provided by Foundation. District agrees to pay to Foundation quarterly, in advance, no later than the last day of a calendar quarter, the projected cost of the Services to be rendered pursuant to this MOU for the upcoming calendar quarter. Fiscal years are from July 1 to June 30.

5. Expenses. In addition to the service fees set forth above, District shall reimburse Foundation for only actual out-of-pocket expenses incurred in the performance of the MOU provided that (i) Foundation submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by the District. District shall reimburse Foundation for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred.

6. Status of Liaison. Liaison, in the performance of the MOU, shall be and act as an agent of Foundation, as a part-time, hourly employee. The Parties hereto understand and agree that Liaison shall not be considered an officer, employee or agent of District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Foundation assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this MOU.

7. Materials. Subject to prior approval by the Foundation to the Liaison, Foundation shall furnish all phone allowance. Liaison's work functions will be performed in accordance with generally and currently accepted principles and practices of a similar profession under which these Services would be performed. Reimbursements for materials, equipment, supplies and other items shall be in accordance with Item No. 5 above.

8. Termination. District may, at any time, with or without reason, terminate this MOU by giving written notice to Foundation of such termination, and specifying the effective date therefor, not less than thirty (30) days before the effective date of such termination. The Foundation may, at any time, with or without reason, terminate this MOU by giving written notice to District of such termination, and specifying the effective date therefor, not less than thirty (30) days before the effective date of such termination. Notwithstanding the above, any party may terminate this Agreement immediately if the non-terminating party is in material breach of this MOU and has failed to cure such breach within ten (10) days after receiving a notice of intent to terminate which adequately describes such breach from the terminating party. Upon termination, District shall compensate Foundation for Services rendered to the date of termination. District shall be refunded any monies paid in advance which are attributable to periods following the termination date on a prorated basis.

9. Hold Harmless. Each Party agrees to and does hereby indemnify, hold harmless and defend the other Party (the "Indemnified Party") and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, neglect, default, or negligent omission of the Indemnifying Party, or any person, firm or corporation employed by the Indemnifying Party, either directly or by independent contract, arising out of, or in any way connected with, the performance of the Indemnifying Party's duties and obligations under this MOU.

10. Insurance. Each Party will maintain at its sole cost and expense, adequate insurance coverage, or a self-insurance program, to protect against potential liabilities

and risk arising out of services or activities to be performed under this Agreement, including coverages, deductible limits, and self-insured retentions.

11. Compliance with Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Foundation and District agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Foundation or District, Foundation's or District's business, and personnel engaged in operations covered by this MOU or accruing out of the performance of such operations.

12. Entire Agreement/Amendment. This MOU and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both Parties to this MOU.

13. Nondiscrimination. Foundation and District agree that they will not engage in unlawful discrimination in employment of persons.

14. Images. If applicable, Foundation is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the District, or any image that represents the District without express prior written consent from the District.

15. Non Waiver. The failure of District or Foundation to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this MOU shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

16. Notice. All notices or demands to be given under this MOU by either Party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

District:
Downey Unified School District
Office of the Superintendent
11627 Brookshire Avenue
Downey, CA 90241
Telephone: 1-562-469-6500
Facsimile: 1-562-469-6519

Foundation:
Cerritos College Foundation
Office of the Executive Director
11110 Alondra Blvd.
Norwalk, CA 90650
Telephone: 1-562-860-2451
Facsimile: 1-562.467-5041

17. Severability. If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. Governing Law. The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Los Angeles County, California.

19. Education Code 45125. During the entire term of this Contract, the Foundation, if applicable, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements), as Foundation or its Liaison may have contact with pupils in the performance of the work of this MOU.

The Parties hereto have executed this MOU on the date indicated below and hereby certify that they are authorized to bind their respective entities. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

District:
Downey Unified School District
Office of the Superintendent
11627 Brookshire Avenue
Downey, CA 90241
By (signature)_____
Name (printed) Christina Aragon
Email caragon@dusd.net

Foundation:
Cerritos College Foundation
Office of the Executive Director
11110 Alondra Blvd.
Norwalk, CA 90650
By (signature) Clara Potes-Fellow
Name (printed) CLARA POTES-FELLOW
Email cpotes@cerritos.edu

***

Exhibit "A"

Description of Services

I. Assumptions:
   A. Liaison is employee of Foundation and the terms and conditions of the MOU are applicable in their entirety or Liaison is an independent contractor to the Foundation and funding below for costs not paid by Foundation shall be added to the payments made to the contractor.

II. Calculations:
   A. Fee to District is $50.00 per hour.
   B. Liaison will work 3.5 hours one day per week at the following sites:
      a. Downey High School.
      b. Warren High School.
      c. Columbus High School.

***

Exhibit "B"

Liaison Description

Per designations of the Executive Director, Cerritos College Foundation, and in coordination with District's designated site administrator, and not inconsistent with the terms of this MOU, the Site-bridging College Liaison:

Supports high school student and parent understanding of, through completion of, matriculation into college, including but not limited to information and transaction completion for:

- college academic preparation,
- college admission,
- assessment for placement in college math and English,
- orientation,
- counseling, and
- applicable other components of the Cerritos College Promise Program or other applicable resources designated by the EP&P and District's designated site administrator.

Accomplishes stated support functions through:

- high school on-site meetings and other on-site work during site visits;
- projected to entail one 3.5 hour visit every other week during the regular school year;
- with the high school's students, students' parents or other District-authorized adults functioning in a student's interest;
- with District faculty, staff, and administrators as directed by District;
- with community resource providers, as authorized by District; and,
- with EP&P and other Cerritos College-designated offices, departments, organizations and personnel.

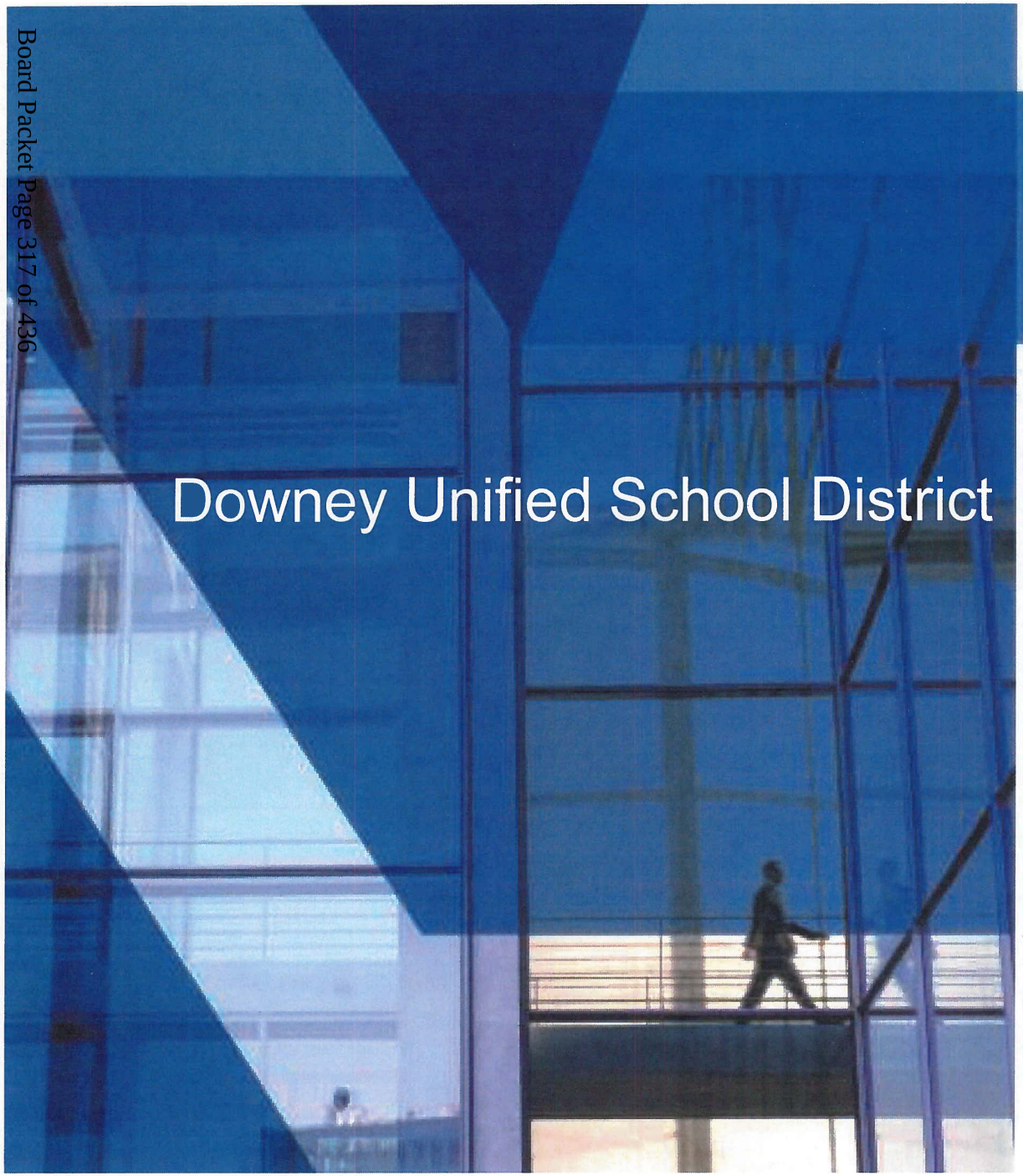
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II.WW. APPROVE the purchase of specific excess workers' compensation insurance for the 2019-20 fiscal year from State National Insurance Company and Safety National Casualty Corporation in the annual premium amount of $674,745.00.

Type:
Consent

Attachments:

Alliant Ins. Svcs. Proposal Dated 06/28/19.



Downey Unified School District

Workers' Compensation Insurance Proposal
2019 – 2020

Presented on June 28, 2019 by:

Lilian Vanvieldt
Senior Vice President

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
O 949 756 0271
F 949 756 2713

CA License No. 0C36861

www.alliant.com

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Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
  - Strategy
  - Employee Engagement
  - Procurement
  - Analytics
  - Wellness
  - Compliance
  - Benefits Administration
  - Global Workforce
- Industry Solutions
  - Construction
  - Energy and Marine
  - Healthcare
  - Law Firms
  - Public Entity
  - Real Estate
  - Tribal Nations
  - And many other industries
- Co-Brokered Solutions
  - Automotive Specialty
  - Energy Alliance Program
  - Hospital All Risk Property Program
  - Law Firms
  - Parking/Valet
  - Public Entity Property Insurance Program
  - Restaurants/Lodging
  - Tribal Nations
  - Waste Haulers/Recycling
- Business Services
  - Risk Control Consulting
  - Human Resources Consulting
  - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States

Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years.	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	

Your Service Team

Lilian Vanvieldt Phone: 949 660 8116
Senior Vice President
lvanvieldt@alliant.com

Maria Gregoris, CSRM Phone: 949 660 5903
Vice President
mgregoris@alliant.com

Angela Hatley Phone: 949 260 5020
Account Executive Lead
Angela.Hatley@Alliant.com

Afi Alameddine Phone:949 660 5927
Account Manager
Afi.Alameddine@Alliant.com

Tim Leech, CSP, ARM Phone: 949 260 5008
Risk Control Consultant
tleech@alliant.com

Kristi Loiselle Phone: 949 260 5042
Loss Control Consultant
kloiselle@Alliant.com

Named Insured / Additional Named Insureds

Named Insured(s)
Downey Unified School District

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

Line of Coverage

Workers' Compensation Coverage - Buffer Layer

INSURANCE COMPANY	PRESENT (2018-2019) ACE American Insurance Company	PROPOSED (2019-2020) State National Insurance Company	PROPOSED (2019-2020) Fortegra-Lyndon Southern Insurance Company	PROPOSED (2019-2020) Great American E&S Insurance Company	PROPOSED (2019-2020) CSAC/EIA Indication
A.M. BEST GUIDE RATING:*	A++ (Superior); XV ($2 Billion or greater) as of 10/05/17	A (Excellent); IX ($250 Million to $500 Million) as of 12/19/18	A- (Excellent), VII ($50 Million to $100 Million) as of 06/21/2018	A+ (Superior), XIV ($1.5 Billion to $2 Billion) as of 08/17/2018	Not Rated
STANDARD & POOR'S RATING:*	AA (Very Strong) as of 05/19/14	Not Rated	Not Rated	A+ (Strong) as of 10/05/2010	Not Rated
CALIFORNIA STATUS:	Admitted	Admitted	Admitted	Non-Admitted	Not Rated
COVERAGE TERM:	July 1, 2018 – July 1, 2019	July 1, 2019 – July 1, 2020	July 1, 2019 – July 1, 2020	July 1, 2019 – July 1, 2020	July 1, 2019 – July 1, 2020
LIMITS: Workers' Compensation	$750,000	$900,000	$500,000	$750,000	Statutory
Employer's Liability	$750,000	$900,000	$500,000	$750,000	$1,000,000
ESTIMATED ANNUAL PAYROLL:	$165,751,925	$172,995,000	$172,995,000	$172,995,000	$172,995,000
SELF INSURED RETENTION (SIR):	$250,000	$100,000	$250,000	$250,000	First Dollar
ANNUAL PREMIUM: ***(including SLT&F)***	$298,004	$526,199	$234,708	$331,966	$1,592,000
ASCS Fee:	$14,900	N/A	N/A	N/A	N/A

Workers' Compensation Coverage - Buffer Layer

INSURANCE COMPANY	PRESENT (2018-2019) ACE American Insurance Company	PROPOSED (2019-2020) State National Insurance Company	PROPOSED (2019-2020) Fortegra-Lyndon Southern Insurance Company	PROPOSED (2019-2020 Great American E&S Insurance Company	PROPOSED (2019-2020) CSAC/EIA Indication
MINIMUM PREMIUM:	100%	90%	100%	100%	Per Policy
RATE PER $100 OF PAYROLL:	0.1798	0.30417	0.1357	0.19189	0.9203
ALLIANT LOSS CONTROL SERVICES:	$1,173	N/A	$1,500	$1,500	N/A
ANNUAL PREMIUM INCLUDING ASCS FEE & LOSS CONTROL:	**$314,077**	**$526,199**	**$236,208**	**$333,466**	**$1,592,000**
ENDORSEMENTS & EXCLUSIONS: ***(Including but not limited to)***	• Chubb Producer Compensation Practices & Policies • U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders • Specific Excess Workers Compensation And Employers Liability Policy	• Excess Workers Compensation And Employers Liability Policy jacket • Information Page • Terrorism Risk Insurance program Reauthorization Act • Excess Workers Compensation and Employer's liability Reimbursement Policy	Per Policy	Per Policy	Per Policy

Workers' Compensation Coverage - Buffer Layer

INSURANCE COMPANY	PRESENT (2018-2019) ACE American Insurance Company	PROPOSED (2019-2020) State National Insurance Company	PROPOSED (2019-2020) Fortegra-Lyndon Southern Insurance Company	PROPOSED (2019-2020 Great American E&S Insurance Company	PROPOSED (2019-2020) CSAC/EIA Indication
ENDORSEMENTS & EXCLUSIONS – CONTINUED: ***(Including but not limited to)***	• Cap On Losses From Certified Acts Of Terrorism Endorsement • Communicable Disease Coverage • Disclosure Pursuant To Terrorism Risk Insurance Act • Loss And Expense Endorsement - ALAE Included • Notification Of Premium Adjustment • Reporting Of Data On Claims Within Your Retention • Trade Or Economic Sanctions Endorsement • Voluntary Compensation Schedule				
OPTIONAL COVERAGE:	No longer applicable	**Option 2:** Limit: $750,000 Retention: $250,000 Annual Premium: $356,020	**Option 2:** Limit: $250,000 Retention: $500,000 Annual Premium: $72,218	**Option 2:** Limit: $250,000 Retention: $750,000 Annual Premium: $29,592	

Workers' Compensation Coverage - Buffer Layer

INSURANCE COMPANY	PRESENT (2018-2019) ACE American Insurance Company	PROPOSED (2019-2020) State National Insurance Company	PROPOSED (2019-2020) Fortegra-Lyndon Southern Insurance Company	PROPOSED (2019-2020 Great American E&S Insurance Company	PROPOSED (2019-2020) CSAC/EIA Indication
OPTIONAL COVERAGE – CONTINUED:			**Option 3:** Limit: $250,000 Retention: $250,000 Annual Premium: $162,490 **Option 4:** Limit: $400,000 Retention: $350,000 Annual Premium: $163,573 **Option 5:** Limit: $400,000 Retention: $100,000 Annual Premium: $389,156 **Option 6:** Limit: $500,000 Retention: $100,000 Annual Premium: $430,068	**Option 3:** Limit: $500,000 Retention: $500,000 Annual Premium: $98,406 **Option 4:** Limit: $400,000 Retention: $100,000 Annual Premium: $391,065 **Option 5:** Limit: $500,000 Retention: $100,000 Annual Premium: $433,353 **Option 6:** Limit: $650,000 Retention: $100,000 Annual Premium: $501,764	

Workers' Compensation Coverage - Buffer Layer

INSURANCE COMPANY	PRESENT (2018-2019) ACE American Insurance Company	PROPOSED (2019-2020) State National Insurance Company	PROPOSED (2019-2020) Fortegra-Lyndon Southern Insurance Company	PROPOSED (2019-2020 Great American E&S Insurance Company	PROPOSED (2019-2020) CSAC/EIA Indication
TERRORISM OPTION:	Included in the premium above	Included in the premium above	Included in the premium above	Included in the premium above	Included in the premium above
AUDITABLE:	Yes	Yes	Yes	Yes	Yes
QUOTE VALID UNTIL:	No longer applicable	July 1, 2019	July 1, 2019	July 1, 2019	July 1, 2019
CONDITIONS:	• No flat cancellation.	• ALAE will erode both the Retained Limit and the Limits of Insurance	• No flat cancellation • 90% minimum earned premium	• No flat cancellation • 25% minimum earned premium	Per Policy
CONDITIONS – CONTINUED:	• Premium due in full 30 days from inception • Any change to TPA must be approved by Chubb.	• Final Premium is subject to audit to be completed within 90 days from policy expiration • Any change to TPA must be approved by State National			
CLAIM SERVICING:	No longer applicable	Third-Party Administrator is York	Third-Party Administrator is York	Third-Party Administrator is York	Per Policy
BINDING CONDITIONS:	A written request to bind coverage	A written request to bind coverage	A written request to bind coverage	• A written request to bind coverage • All Surplus Lines Taxes & Fees are Fully Earned	A written request to bind coverage

See Disclaimer Page for Important Notices and Acknowledgment

Line of Coverage

Workers' Compensation Coverage – Excess Layer

INSURANCE COMPANY	PRESENT 2018-2019 Safety National Casualty Corporation	PROPOSED 2019-2020 Safety National Casualty Corporation	PROPOSED 2019-2020 Safety National Casualty Corporation	PROPOSED (2019-2020) CSAC/EIA Indication
A.M. BEST GUIDE RATING:*	A+ (Superior); XV ($2 Billion or greater) as of 09/15/17	A+ (Superior); XV ($2 Billion or greater) as of 09/26/18	A+ (Superior); XV ($2 Billion or greater) as of 09/26/18	Not Rated
STANDARD & POOR'S RATING:*	A (Strong) as of 11/16/2018	A+ (Strong) as of 11/16/2018	A+ (Strong) as of 11/16/2018	Not Rated
CALIFORNIA STATUS:	Admitted	Admitted	Admitted	
COVERAGE TERM:	July 1, 2018 - July 1, 2019	July 1, 2019 - July 1, 2020	July 1, 2019 - July 1, 2020	July 1, 2019 - July 1, 2020
LIMITS:				
Workers' Compensation	Statutory	Statutory	Statutory	Statutory
Employer's Liability	$1,000,000	$1,000,000	$1,000,000	$1,000,000
ESTIMATED ANNUAL PAYROLL:	$165,751,925	$172,995,000	$172,995,000	$172,995,000
SELF INSURED RETENTION (SIR):	$1,000,000	$1,000,000	$750,000	$125,000
ANNUAL PREMIUM:	$132,602	$147,046	$206,902	$1,094,000
MINIMUM PREMIUM:	90%	90%	90%	Per Policy
RATE PER $100 OF PAYROLL:	0.0800	0.0850	0.1196	0.6324

Workers' Compensation Coverage – Excess Layer - Continued

INSURANCE COMPANY	PRESENT 2018-2019 Safety National Casualty Corporation	PROPOSED 2019-2020 Safety National Casualty Corporation	PROPOSED 2019-2020 Safety National Casualty Corporation	PROPOSED (2019-2020) CSAC/EIA Indication
ENDORSEMENTS & EXCLUSIONS: ***(Including but not limited to)***	• Employers' Liability per Occurrence & Aggregate Maximum Limits of Liability • Employers' Liability Maximum Limit and Aggregate Maximum Limit of Indemnity • Policy Disclosure Notice of Terrorism Insurance Coverage • California Short Rate Cancellation Provision – Specific Excess • California Cancellation Provision	• Employers' Liability per Occurrence & Aggregate Maximum Limits of Liability • Employers' Liability Maximum Limit and Aggregate Maximum Limit of Indemnity • Policy Disclosure Notice of Terrorism Insurance Coverage • California Short Rate Cancellation Provision – Specific Excess	• Employers' Liability per Occurrence & Aggregate Maximum Limits of Liability • Employers' Liability Maximum Limit and Aggregate Maximum Limit of Indemnity • Policy Disclosure Notice of Terrorism Insurance Coverage • California Short Rate Cancellation Provision – Specific Excess	Per Policy
TERRORISM OPTION:	Included	Included	Included	Included
AUDITABLE:	Yes	Yes	Yes	Yes
QUOTE VALID UNTIL:	No longer applicable	July 1, 2019	July 1, 2019	July 1, 2019
CONDITIONS:	No Flat Cancellation	• No Flat Cancellation • 90% minimum earned premium	• No Flat Cancellation • 90% minimum earned premium	Per Policy

Workers' Compensation Coverage – Excess Layer - Continued

INSURANCE COMPANY	PRESENT 2018-2019 Safety National Casualty Corporation	PROPOSED 2019-2020 Safety National Casualty Corporation	PROPOSED 2019-2020 Safety National Casualty Corporation	PROPOSED (2019-2020) CSAC/EIA Indication
OPTIONAL QUOTES:				**Excess without purchasing EIA Primary Workers Compensation:** **Option 2:** Retention: $125,000 Annual Premium: $ $1,131,000 **Option 3:** Retention: $150,000 Annual Premium: $ $1,022,000 **Option 4:** Retention: $250,000 Annual Premium: $ $683,000 **Option 5:** Retention: $350,000 Annual Premium: $ $530,000 **Option 6:** Retention: $500,000 Annual Premium: $ $408,000 **Option 7:** Retention: $750,000 Annual Premium: $ $287,000 **Option 8:** Retention: $1,000,000 Annual Premium: $ $219,00

Workers' Compensation Coverage – Excess Layer - Continued

INSURANCE COMPANY	PRESENT 2018-2019 Safety National Casualty Corporation	PROPOSED 2019-2020 Safety National Casualty Corporation	PROPOSED 2019-2020 Safety National Casualty Corporation	PROPOSED (2019-2020) CSAC/EIA Indication
ADDITIONAL SERVICES:	No longer applicable	MAP Client Services	MAP Client Services	To Follow
BINDING CONDITION:	No longer applicable	A written request to bind coverage	A written request to bind coverage	A written request to bind coverage

See Disclaimer Page for Important Notices and Acknowledgement

It is imperative that Alliant and/or the carrier be notified IMMEDIATELY when a policyholder hires employees and/or begins operations in any state not listed in PART 3. A on the INFORMATION PAGE of the policy. Failure to obtain a workers' compensation policy in some states may result in substantial fines levied on the policyholder dating back to the original date of hire. Coverage for other states under PART 3. C. (OTHER STATES INSURANCE) of the workers' compensation policy may not fulfill the coverage verification requirement imposed by some states.

Premium Summary

Coverage	Expiring*	Renewal Quotes
Workers' Compensation	Buffer- ACE/Chubb Insurance $250,000 SIR/$750,000 Limit **$312,904 (includes ASCS fee)** Excess- Safety National $1M SIR/Statutory Limit **$132,602** **Total Premium: $446,679.00** (including $1,173 Loss Control Fee)	Buffer – State National Insurance $100,000 SIR/$900,000 Limit **$526,199** Excess - Safety National $1,000,000 SIR/Statutory Limit **$147,046** **Total Premium: $674,745.00** Buffer – ACE/ Chubb Insurance Option: Option 2: $750,000 SIR/$750,000 Limit $356,020 Buffer – Fortegra-Lyndon Southern Options: Option 2: $500,000 SIR/$250,000 Limit $72,218 Option 3: $250,000 SIR/$250,000 Limit $162,490 Option 4: $350,000 SIR/$400,000 Limit $163,573 Option 5: $100,000 SIR/$400,000 Limit $389,156 Option 6: $100,000 SIR/$500,000 Limit $430,068

Premium Summary – Continued

Coverage	Expiring*	Renewal Quotes
Workers' Compensation		<u>Buffer - Great American E&S Options:</u> Option 2: $750,000 SIR/$250,000 Limit $29,592 Option 3: $500,000 SIR/$500,000 Limit $98,406 Option 4: $100,000 SIR/$400,000 Limit $391,065 Option 5: $100,000 SIR/$500,000 Limit $433,353 Option 6: $100,000 SIR/$650,000 Limit $501,764 <u>Excess – CSAC/EIA Options:</u> Option 2: $125,000 SIR $1,131,000 Option 3: $150,000 SIR $1,022,000 Option 4: $200,000 SIR $757,000 Option 5: $250,000 SIR $683,000 Option 6: $350,000 SIR $530,000

Premium Summary – Continued

Coverage	Expiring*	Renewal Quotes
Workers' Compensation		Option 7: $500,000 SIR $408,000 Option 8: $750,000 SIR $287,000 Option 9: $1,000,000 SIR $219,000 Excess – Safety National Option: $750,000 SIR/$250,000 Limit $206,902

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx
http://www.ambest.com/resource/glossary.html
http://www.irmi.com/online/insurance-glossary/default.aspx

Request to Bind Coverage – Downey Unified School District

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Workers Compensation Coverage		
Buffer Layer: • **State National Insurance Company** ○ $900,000 limit xs of $100,000 SIR	Premium: **$526,199**	☐
Excess Layer: • **Safety National Casualty Corporation** ○ Statutory limit xs of $1,000,000 SIR	Premium: $147,046	☐
Total premium	Premium: $674,745	☐

_____
Signature of Authorized Insurance Representative

_____
Date

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. ***The actual terms and conditions of the policy will prevail***

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.XX. AUTHORIZE the advertisement for Bid No. 19/20-02, Warren High School New Volleyball Courts, to be charged to Capital Outlay Projects Fund.

Type:
Consent

Attachments:

WHS Sand Volleyball Courts

D O W N E Y U N I F I E D S C H O O L D I S T R I C T

Business Services

DATE: July 11, 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 authorization is requested to advertise for bids to construct two (2) new sand volleyball courts at Warren High School.

The scope of work for this project includes all work necessary to lay out and construct the new courts on the southwest corner of the existing track and includes sand, equipment, and fencing.

The estimated cost for this project is $450,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #19/20-02, Warren High School New Volleyball Courts, to be charged to Capital Outlay Projects Fund.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.YY. AWARD Request for Proposal #2018/2019-06, District-Wide Digital Communication System, to Mobile Relay Associates/dba Raycom, Paramount, in the proposal amount of $855,576.07, to be charged to Measure O Bond Funds.

Type:
Consent

Attachments:

RFP #2018/2019-06

D O W N E Y U N I F I E D S C H O O L D I S T R I C T

Business Services

DATE: July 11, 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: DIGITAL RADIO COMMUNICATION SYSTEM

ACTION ITEM

Board of Education approval is requested to award Request for Proposal #2018/2019-06 for the purchase and installation of a digital trunked radio system for intra-district communication, which received Board approval to advertise at the meeting of February 19, 2019.

The District solicited requests for proposal from qualified contractors familiar with hand-held digital communication systems and related support technology in public agencies. An optional bidder's conference was held on March 19, 2019 to acquaint prospective bidders with the requirements of the District, and to answer questions related to the scope of work. Three contractors responded by the 11:00 a.m. deadline on April 30, 2019. Proposals were reviewed and scored by a District evaluation team based on price, digital radio system functionality, installation schedule and transition plan, experience, past performance and qualifications, and support and services.

Mobile Relay Associates/dba Raycom, Paramount, provided the solution that best matched the technology requirements and usability of the request for proposals.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Request for Proposal #2018/2019-06, District-Wide Digital Communication System, to Mobile Relay Associates/dba Raycom, Paramount, in the proposal amount of $855,576.07, to be charged to Measure O Bond Funds.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.ZZ. APPROVE Change Order #6 to Purchase Order #161015D with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of $11,310.00, to be charged to Measure O Bond Funds.

Type:
Consent

Attachments:

LPA Change Order #6 PO 161015D

D O W N E Y U N I F I E D S C H O O L D I S T R I C T

Business Services

DATE: July 11, 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: ARCHITECTURAL SERVICES AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #6 to Purchase Order #161015D with LPA, Inc., Irvine, for architectural services being performed for the Stauffer Middle School modernization project.

The above change represents about a 3% increase to the value of the purchase order and includes additional fees for revisions to the workroom area of the library to include a restroom.

The increase associated with this change is $11,310.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #6 to Purchase Order #161015D with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of $11,310.00, to be charged to Measure O Bond Funds.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.AAA. APPROVE Change Order #3 to RFP/Q #2016/2017-03 for Advanced Energy Storage Systems with Engie Storage N.A., LLC, Santa Clara, in the amount of $34,545.00, to be charged to Prop 39 Funds.

Type:
Consent

Attachments:

Engie Change Order #3

D O W N E Y U N I F I E D S C H O O L D I S T R I C T

Business Services

DATE: July 11, 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: AGREEMENT FOR ADVANCED BATTERY ENERGY STORAGE SYSTEMS WITH ENGIE STORAGE, N.A., LLC.

ACTION ITEM

Board of Education approval is requested for change order #3 to the agreement with Engie Storage Services, N.A., LLC, which was approved at the meeting held on August 8, 2018.

The change order consists of the costs associated with the re-location of a battery unit at Warren High School due to changes to the concrete pad and other existing conditions not taken into consideration prior to installation.

The increase as a result of this change is $34,545.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #3 to RFP/Q #2016/2017-03 for Advanced Energy Storage Systems with Engie Storage NA LLC, Santa Clara, in the amount of $34,545.00, to be charged to Prop 39 Funds.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.BBB. APPROVE Change Order #22 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of $65,000.00, to be charged to Measure O Bond Funds.

Type:
Consent

Attachments:

Stauffer MS Mod CO #22

D O W N E Y U N I F I E D S C H O O L D I S T R I C T

Business Services

DATE: July 11, 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 #22 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 the approval of overtime work to substantially complete the Administration Building and the Library Building on or before June 30, 2019 in an effort to have the buildings ready for the start of the 2019/2020 school year.

The increase associated with the above changes is $65,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #22 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of $65,000.00, to be charged to Measure O Bond Funds.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.EEE. APPROVE the destruction of Class 1, 2, and 3 Disposable District Records; and APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.

Type:
Consent

Attachments:

Class 1, 2, and 3 Documents for July 11th Board for Destruction

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Curriculum, Instruction & Assessment	Oct-10	Jul-14	3	N		Budgets & Files 04-08: Budget, Textbooks	Jul-19	Shred Confidential
Curriculum, Instruction & Assessment	Oct-10	Jul-14	3	N		Budgets & Files 06-08: Budget, BTSA, Private Schools	Jul-19	Shred Confidential
Educational Services	Aug-12	Aug-15	1	Y		Immunization Records Class of 2012 Downey M-Z Columbus A - Z	Jul-19	Shred Confidential
Educational Services	Aug-12	Aug-15	1	Y		Immunization Records Class of 2012 Warren	Jul-19	Shred Confidential
Educational Services	Aug-12	Aug-15	1	Y		Immunization Recoeds Class of 2012 Downey (A - L)	Jul-19	Shred Confidential
Elem. Curr, Inst & Assess.	Jun-16	Jun-19	3	N		2013/14 Budget	Jul-19	Shred Confidential
Elementary Ed	May-08	May-15	3	N	2678	Star/Capa 05/06 Budget 04/05	Jul-19	Shred Confidential
Elementary Ed. & Teacher Support Prog.	Jul-07	Jul-14	3	N	2555	Budgets & Files 01 - 05: Pre-Intern, Summer School, Retention	Jul-19	Shred Confidential
Elementary Ed. & Teacher Support Prog.	Jul-07	Jul-14	3	N	2556	Budgets & Files 01 -05: Kiwanis: Donations; ASAP's AB496/1331; Summer School; Rotary; Pre-Intern, Math Field Day; Jill Kaplan; Admin. Training, NTI; Parent Empowerment	Jul-19	Shred Confidential
Elementary Ed. & Teacher Support Prog.	Jul-07	Jul-14	3	N	2557	Budgets & Files 01 - 05: BTSA/P.I./Interns; Entitlements; Stauffer (Grants/529-'94 - '02); IMFRP	Jul-19	Shred Confidential
Financial Services	Sep-08	May-15	3	N	2762	Food Services Bank Reconciliations 2006-07	Jul-19	Shred Confidential
Financial Services	Sep-08	May-15	3	N	2763	Food Services 2005-07, 2005-06 & 2006-07 Food Claims, 2006-07 Nutrition Network Claims, 2006-07 Nutrition Network Correspondence, 2005-06 & 2006-07 Journal Entries, 2005-06 Accruals, 2006-07 Sectran Receipts, 2004-07 Money bag and Change fund records, 2006-07 Bank Transfers, Sales Tax Transfers, Rebates, Meal refuns, Catering transfers,Catering cash payments, Transport meals	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Financial Services	Sep-09	May-15	3	N	2924	Food Services: 2007-08 Nutrition Network; 2007-08 Food Claims, Bank Transfers, Sales Tax Transfers, Rebates/Vending Commissions, Meal refunds, journal entries, catering transfers, change fund logs, Sectran Receipts	Jul-19	Shred Confidential
Financial Services	Oct-09	Jul-18	3	N	2943	Workers' Comp. Check Registers (SCRMA ceck reimbursement requests) July 2007 - June 2008	Jul-19	Shred Confidential
Financial Services	Mar-10	Jul-15	3	N	2963	2008-09 B-Warrants Pearson Scott Foresman Pearson	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	2992	2008-09 DUSD Revolving Cash - Fischer Scientific Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	2994	2008-09 Covina Screen & Patio - DUSD Revolving Cash Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	2995	2008-09 Jeff's Sprting Goods - Lakewood Pipe & Steel Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	2999	2008-09 Perma Bound Books - Resource Building Materials Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	3001	2008-09 Shoeteria - Student Supply Co Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	3002	2008-09 Subscription Service of America - Turf Star Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	3003	2008-09 Miscellaneous "U" - Verizon California Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	3004	2008-09 Veriozon California (cont.) - Xerox Corp Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	3008	2008-09 ASR - Clearbrook Farms Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	3009	2008-09 Clearbrook Farms (7/08 - 3/09) Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	3010	2008-09 CSNA - Goody's Pizza Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-10	Jul-15	3	N	3011	2008-09 Great West Life - Z Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3050	2009-10 Blue Raven - Chatsworth Gloves Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3051	2009-10 Miscellaneous B - Blick Art Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3052	2009-10 Amazo.com - A-Z Bus Sales Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3053	2009-10 Miscellaneous A - Alton School Cancelled Warrants Vendors Payables, Fund 01	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Financial Services	Jul-11	Jul-15	3	N	3054	2009-10 Miscellaneous E - Fry's Electronics Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3055	2009-10 DUSD Revolving Cash (Part 2) Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3056	2009-10 Dell - DUSD Revolving Cash Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3057	2009-10 Childcraft Education - Del Sol SChool Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3058	2009-10 Mayer-Johnson - Neil's Stationers Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3059	2009-10 LACOE - Maxim Healthcare Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3060	2009-10 Houghton-Miffilin - Labyrinth Learning Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3061	2009-10 Miscellaneous G - Home Dept Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3062	2009-10 Miscellaneous S - Speech & Language Developemnt Center (part 1) Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3063	2009-10 Miscellaneous Q - Rydin Deral Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3064	2009-10 Paramount Laminators - Pyramid Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3065	2009-10 Net Electronics 0 Paradigm Healthcare Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3066	2009-10 Verizon CA (Part 2) - Whisper Technology Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3067	2009-10 Miscellaneous U - Verizon Ca (Part 1) Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3068	2009-10 Miscellaneous T - Turf Star Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3069	2009-10 Speech & Language Developemnt Center (Part 2) - System ID Warehouse Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3071	2009-10 Miscellaneous G - Xerox Payables, Fund 11	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3072	2009-10 Miscellaneous A - Fred Pryor Payables, Fund 11	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3073	2009-11 Whittier Fertilizer - Z Mileage A - Z Payables, Fund 01	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Financial Services	Jul-11	Jul-15	3	N	3074	2008-09 Non-Public Schools: Purchase Orders & Contracts A - Z	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3077	2009-10 Conferences and Consultants	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3078	2009-10 Funds 67 - 76	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3083	2009-10 Miscellaneous C - Goody's Pizza Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3084	2009-10 Clearbrook Farms #5 - #1 Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3085	2009-10 ASR #3 - Clearbrook Farms #6 Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3086	2009-10 A-1 Truck - ASR Foods #4 Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-11	Jul-15	3	N	3087	2009-10 Miscellaneous "H" - Miscellaneous X, Y & Z Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-15	3	N	3131	Communication Center July 2009 - January 2010	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-15	3	N	3132	Connunication Center February 2010 - June 2010 Transportation 2009 - 2010	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-15	3	N	3133	Accounts Receivable Swap Meet 2009-10 Paid Invioces 2009-10	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-15	3	N	3134	Deposits 1/5/2010 - 6/30/2010	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-15	3	N	3136	2009-10 In-House Sub Clearing Certificated Sub-Clearing C3H 3/10/2010 - C3K 6/10/2010	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-15	3	N	3137	Certificated Sub-Clearing C3L 7/10/09 - C3G 2/10/10	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-15	3	N	3138	Food Services Downey Federal Credit Union Bank Reconiliations 7/2009 - 6/2010	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-15	3	N	3140	Classified Sub-Clearing: June 2005 -2010 1099's: 2005 - 2009	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-15	3	N	3142	Returned Checks (yellow slips) - 7/26/2007-5/29/2009 Pink Cash Receipts - 2/2008-6/2010 Deposits Cash (yellow receipts) 2/29 - 7/3/2008	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-15	3	N	3152	2008-09 High & Adult Schools Imprest and/or ASB Bank Reconciliations	Jul-19	Shred Confidential
Financial Services	Jan-12	Jan-17	3	N	3155	2009-10 Middle, High & Adult School Imprest and/or ASB Bank Reconciliations	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3156	2010-11 City of Long Beach - Dell Payables, Fund 01	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Financial Services	Jul-12	Jul-16	3	N	3157	2010-11 Miscellaneous C - City of Downey Water Division Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3158	2010-11 B & K Electric - Bureau of Education Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3159	2010-11 AON Consutting - B & H Photo Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3160	2010-11 Cencelled Warrants, Miscellaneous A - Anixter Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3161	2010-11 Holbart Services - Kimball Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3162	2010-11 Miscellaneous G-H & M Receivables Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3163	2010-11 Downey Unified Revolving Cash, Part 3-Full Compass Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3164	2010-11 Downey Unified Revolving Cash, Part 2 Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3165	2010-11 DEMCO - Downey Unified Revolving Cash, Part 1 Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3173	2010-11 Resource Building Material - Skills USA Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3174	2010-11 Penske Chevrolet - Renaissance Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3175	2010-11 Miscellaneous O - Pearson/Psych Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3176	2010-11 Maxim Healthcare - Norwalk Power Equipment Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3177	2010-11 Keldon Paper - Massage Wholesale Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3178	2010-11 Water Chemists - Xerox; Xerox 2009; Telephone Co. 2008-09 & 2010-11 Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3179	2010-11 Verizon CA - Wards Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-19	Jul-16	3	N	3180	2010-11 Theatre Works - Verizon CA Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3181	2010-11 State Board of Equalization - Terra Pave Payables, Fund 01	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3182	2010-11 Smart & Final - Staples Payables, Fund 01	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Financial Services	Jul-12	Jul-16	3	N	3183	2010-11 PCM Technologies - Xerox Payables, Fund 13 & Miscellaneous A - Downey Patriot Payables, Fund 11	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3184	2010-11 Gafe Pizza - Otis Spunkmeyer Payable, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3185	2010-11 Driftwood Dairy - Fund Foods Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3289	2010-11 ASR Food (part 2) - DJ Co-Ops Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3290	2010-11 A-1 Truck Rental - ASR Food (part 1) Payables, Fund 13	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3291	2010-11 Payables, 2008-09 Accounts Payable Accruals & 2009-10 Non-Public Schools	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3292	2010-11 Payables; Consultants E-Z; Mileage	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3293	2010-11 Conferences & Consultants; Payables, Fund 76.0, CA Association of School Psychs - Z	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3294	2010-11 Payables: Funds 14.0, 25.0, 67.0, 67.1, 67.2, 67.3, 67.4, 67.5 & 76.0 - Assoc. of CA	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3295	2010-11 Miscellaneous E - Xerox Payables, Fund 11	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-15	2	N	3297	2009-10 Journal Entries	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-15	2	N	3298	2008-09 & 2009-10 Journal Entries	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	2	N	3299	2010-11 Journal Entries	Jul-19	Shred Confidential
Financial Services	Jul-12	Jul-16	3	N	3328	2010-11 Comm Center Charges February - June DEP 937 - DEP 961	Jul-19	Shred Confidential
Financial Services	Nov-12	Jul-16	3	N	3329	2010-11 Comm Center Charges, July - January	Jul-19	Shred Confidential
Financial Services	Nov-12	Jul-16	3	N	3335	2010-11 Accounts Receivable, DEP 879-DEP 936	Jul-19	Shred Confidential
Financial Services	Jul-13	Jul-16	3	N	3453	2008-11 Cash Clearing; 2010-11 General Ledger; 2008-09 Categorical Award Letters	Jul-19	Shred Confidential
Financial Services	Jul-13	Jul-17	3	N	3454	2010-11 General Ledger	Jul-19	Shred Confidential
Financial Services	Jul-13	Jul-17	3	N	3474	2011-12 Antimite - Bishop Payables, Fund 01	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Food Services	Jul-14	Jul-17	3	N		2013-14 Meal Applications #25000 - 29999	Jul-19	Shred Confidential
Food Services	Jul-14	Jul-17	3	N		2013-14 Meal Applications #30000 - 32999	Jul-19	Shred Confidential
Food Services	Jul-14	Jul-17	3	N		2013-14 Verification & Direct Cert. & Homeless	Jul-19	Shred Confidential
Food Services	Jul-14	Jul-17	3	N		2013-14 Meal Applications #17000 - 24999	Jul-19	Shred Confidential
Food Services	Jul-15	Jul-18	3	N		2014-15 Meal Applications HH# 26000 - 33999	Jul-19	Shred Confidential
Food Services	Jul-15	Jul-18	3	N		2013-14 Meal Applications HH #34000-35199, Verification, DCRT/Homeless/Foster lists	Jul-19	Shred Confidential
Food Services	Jul-15	Jul-18	3	N		2014-15 Meal Applications HH # 1 - 25999	Jul-19	Shred Confidential
Instructional Support Programs	Oct-15	Jul-19	3	N		2012-13: Title I - Private Schools, Payroll, PAR and 100% Funded Logs 2013-14: Payroll, Purchase Orders, Budgets: General, Title I (including Private Schools), Parent Ed, Title III, SCE	Jul-19	Shred Confidential
Instructional Support Programs	Oct-15	Jul-19	3	N		2013-2014: SES Invoices	Jul-19	Shred Confidential
Instructional Support Programs	Jul-11	Jul-16	3	N		Yellow enrollment forns for EO Students for the 2009-10 school year	Jul-19	Shred Confidential
Instructional Support Programs	Jun-11	Jul-15	3	N		2008-09 & 2009-10 CELDT Student Performance Reports (District & Individual Sites), Site Logs and Batches Submitted	Jul-19	Shred Confidential
Instructional Support Programs	Aug-10	Jul-14	3	N		2008-09: Office Payroll, Purchase Orders, Budgets: Title I (all), Title III, EIA, SI, Title V, ELAP , CELDT Testing & Logs. 2005-06 Budgets: SI, Title III & Title V	Jul-19	Shred Confidential
Instructional Support Programs	Aug-10	Jul-14	3	N		2008-09: SES-All tutoring records for year	Jul-19	Shred Confidential
Instructional Support Programs	Jul-12	Jul-16	3	N		2010/2011 : All SES Tutoring Records for year	Jul-19	Shred Confidential
Instructional Support Programs	Oct-11	Jul-16	3	N		2010/2011: All SES Tutoring Recods for year	Jul-19	Shred Confidential
Instructional Support Programs	Jul-12	Jul-17	3	N		Yellow enrollment forms forEL students for the 2010-2011 school year	Jul-19	Shred Confidential
Instructional Support Programs	Nov-12	Jul-16	3	N		2010-11: Purchase Orders, Catapult Learning, Consultant Paperwork, Payroll Logs. Budgets: Pe, GATE, All Title I, FLEX, SCE, EIA, Title III	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Instructional Support Programs	Oct-11	Jul-16	3	N		2010/2011: All SES Tutoring Recods for year	Jul-19	Shred Confidential
Instructional Support Programs	Aug-11	Jul-15	3	N		2009/2010: All SES Tutoring Records for year	Jul-19	Shred Confidential
Instructional Support Programs	Feb-11	Jul-15	3	N		2009/2010: All SES Tutoring Records for year	Jul-19	Shred Confidential
Instructional Support Programs	Feb-11	Jul-15	3	N		2009/2010: All SES Tutoring Records for year	Jul-19	Shred Confidential
Instructional Support Programs	Feb-11	Jul-15	3	N		2009/2010: All SES Tutoring Records for year	Jul-19	Shred Confidential
Instructional Support Programs	Jul-12	Jul-16	3	N		2010/2011: All SES Tutoring Recods for year	Jul-19	Shred Confidential
Instructional Support Programs	Jul-11	Jul-16	3	N		2010/2011: All SES Tutoring Records for year	Jul-19	Shred Confidential
Instructional Support Programs	Oct-11	Jul-16	3	N		2010/2011: All SES Tutoring Records for year / EL & Title I Documents	Jul-19	Shred Confidential
Instructional Support Programs	Oct-11	Jul-16	3	N		2010/2011: All SES Tutoring Records for year	Jul-19	Shred Confidential
Instructional Support Programs	Jul-11	Jul-16	3	N		Yellow enrollment forms for EL students for the 2009 - 10 School year	Jul-19	Shred Confidential
Instructional Support Programs	Aug-11	Jul-15	3	N		2009/10: PAR Logs, 100% Funded Logs, All Budget Paperwork, Catapult Learning Paperwork, PO's & Office Payroll	Jul-19	Shred Confidential
Pupil Services	Jul-08	Jul-16	3	N	2799	2004/05 Expulsion Records 1-61 INCL Misc. Exp Correspondence	Jul-19	Shred Confidential
Pupil Services	Jul-08	Jul-16	3	N	2800	2004/05 Expulsion Records 62 - 140	Jul-19	Shred Confidential
Pupil Services	Jul-08	Jul-16	3	N	2802	2004/05 Expulsion Records 218-239	Jul-19	Shred Confidential
Pupil Services	Jul-09	Jul-17	3	N		2005-06 Expulsion Records 1-40 and Expulsion Correspondence	Jul-19	Shred Confidential
Pupil Services	Jul-09	Jul-17	3	N		2005-06 Expulsion Records 41 - 105	Jul-19	Shred Confidential
Pupil Services	Jul-09	Jul-17	3	N		2005-06 Expulsion Records 106 -170	Jul-19	Shred Confidential
Pupil Services	Jul-09	Jul-17	3	N		2005-06 Expulsion Records 171 -223	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders A- Apex Learnings, Inc.	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders Apple - Blueline Rental	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders Bob Ely's Auto Top Shop - CPRS	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orderd Crazy Crow Trading Post - Eric Milou	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders ESGI - Gretchen Ferera	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders G2 Solutions - LD Products	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders Leabo Foods Distrubtion, Inc - National Professional Resources	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders National Ready Mixed Concreate Co. - Patricia Heyne	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders Patrick Sullivan - School Leadership Briefing	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders School Menue, Inc. - Team Sports USA	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders Tech Depot - VS Athletics	Jul-19	Shred Confidential
Purchasing	Jul-15	Jul-19	3	N		Fiscal year 2013-14 Pink Purchase Orders Vykki Morgan - Zoo-Phonics, Inc.	Jul-19	Shred Confidential
Secondary Education	Jun-10	Jun-15	3	N		General Office Files: Corrspondence, Finances, and Personnel Records for 2007-08 School Year Special Programs	Jul-19	Shred Confidential
Secondary Education	Jun-10	Jun-15	3	N		General Office Files: Corrspondence, Finances, and Personnel Records for 2007-08 School Year Special Programs	Jul-19	Shred Confidential
Special Education	Aug-07	Jul-05	1	Y		Special Education Closed Student Records Birthdate 1989 Alvarado - Arellano	Jul-19	Shred Confidential
Special Education	Aug-07	2013	1	Y		Special Education Closed Student Records Birthdate 1989 Avenas - Banfill	Jul-19	Shred Confidential
Special Education	Aug-07	2013	1	Y		Special Education Closed Student Records Birthdate 1989 Brito - Campos	Jul-19	Shred Confidential
Special Education	Aug-07	2013	1	Y		Special Education Closed Student Records Birthdate 1989 Aguilar - Carsner	Jul-19	Shred Confidential
Special Education	Aug-07	2013	1	Y		Special Education Closed Student Records Birthdate 1989 Carabes - Carroll	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Special Education	Aug-07	2013	1	Y		Special Education Closed Student Records Birthdate 1989 Casares - Chavez	Jul-19	Shred Confidential
Special Education	Aug-07	2013	1	Y		Special Education Closed Student Records Birthdate 1989 Chinchilla - Cook	Jul-19	Shred Confidential
Special Education	Aug-07	2013	1	Y		Special Education Closed Student Records Birthdate 1989 Corbin - Cullin	Jul-19	Shred Confidential
Special Education	Aug-07	2013	1	Y		Special Education Closed Student Records Birthdate 1989 Jimenez - Lima	Jul-19	Shred Confidential
Special Education	Aug-07	2013	1	Y		Special Education Closed Student Records Birthdate 1989 Talley - Valladares	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 A - Almodovar	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Allhands - Andrianos	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Angel - End of A	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Bunten - Carrera	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Carstens - Celedpn	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Chaides - Coffman	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Collins - Cousimano	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Cuaron - Diego	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Digirolamo - Eubanks	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Falcon - Ford	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Frank - Garcia, A.	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Garcia, B. - Gomez, A.	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Gomez, B. - Gordon	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Harkins - Hernandez, C.	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Hernandez, D - Hunter	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Ignacio - Koeppe, A.	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Koeppe, A. - Long	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Lopez - Loveland	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Loza, Marshall	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Martin - Monge	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Mon - Nav	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Neira - Orellana	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Ormsby 0 Otero	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Owens - Perez	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Pernillo - Requejo	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Reyes - Rosales	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Sandoval- Simon	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Sippio - Swaffi	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Tate - Valadez	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Valdez - Villanueva	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Villarreal - Williams	Jul-19	Shred Confidential
Special Education	Dec-08	2014	1	Y		Special Education Closed Student Records Birthdate 1990 Wilson - Z (end)	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Rodriguez, D. - Rosas	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Verdugo - Z	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1991 - 1993 Overflow of files	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Garcia - Gomez A.	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Aqil - Baker	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Lawson - Luque	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Sandoval - Smick	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 A - Antillon	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 B - Brown	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Contreras - Devora	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Molina - Munoz	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Pveda - Rainey	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Patton - Portillo	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Castillo - Connolly	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Macias - Marquez	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Rice - Rodriguez, C.	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Gomez, B. - Griffin	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Stoica - U	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Murillo - Pasmant	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Ramirez - Reyes	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Smith - Stevens	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Baldwin - Bausman	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Juarez - Laroche	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Mejia - Moody	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Roy - Sandgren	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Diaz - Evanich	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Beas - Bustamante	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Hernandez, D. - Jones	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Martinez - Medina	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Valdovinos - Ventura	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Guerrero - Hernandez, C.	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Fajardo - Gamez	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1991 Bustos - Castellanos	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 A - Alvarez, G.	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Alvarez, H. - Baker	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Brown, B. - Campos	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Cardenas - Chatman	Jul-19	Shred Confidential
Special Education	Jul-11	2018	1	Y		Special Education Closed Student Records Birthdate 1992 Chavez - Curren	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 D - Duran	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Durden - Escamilla	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Espinoza - Galeote	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Galindo - Garcia, L.	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Gonzalez, S - end of G	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 H	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 I - Lee	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Lehman - Long	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Lopez - McManus	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 M - Mayen	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Means - Mohacsi	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Mixed box	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Moir - Nhim	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Noboa - Parga	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Parra - Pinedo	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Pena - end of P	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Pittman - Q	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Richmond - Rojas	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Romeo - Sandoval	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Santana - Soulek	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Tragerman - Valdez	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Valdivia - Vasquez	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Vazquez - end of V	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 W, X, Y,Z	Jul-19	Shred Confidential
Special Education	Jul-11	2017	1	Y		Special Education Closed Student Records Birthdate 1992 Cervantes, Liliana - Leon Ariel	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 A - Alonso	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Alvarez - Arana	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Alvarez - Arana	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Garcia, M. - Gonzalez, R.	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Lopez - Martinez, G.	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Martinez, H. - Mayen	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Medina - Moreno	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Morris - Noriega	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Q - Reid	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Reyes, Rodriguez, A	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Rodriguez, B. - Salas	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Salinas - Simpson	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Torres, S. - Vega	Jul-19	Shred Confidential
Special Education	Jul-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Velasquez - end Z	Jul-19	Shred Confidential
Special Education	Aug-12	2018	1	Y		Special Education Closed Student Records Birthdate 1993 Hewitt, Lars - Valencia, Misael A.	Jul-19	Shred Confidential
Special Education	May-11	2017	1	Y		Special Education Closed Student Records Birthdate 1986 - 1990	Jul-19	Shred Confidential
Special Education	May-12	2018	1	Y		Special Education Closed Student Records Birthdate 1991 - 1992	Jul-19	Shred Confidential
Special Education	Aug-10	2016	1	Y		Special Education Closed Student Records Birthdate 1988 - 1991	Jul-19	Shred Confidential
Special Education	Sep-13	2019	1	Y		Special Education Closed Student Records Birthdate 1991 - 1994	Jul-19	Shred Confidential
Special Education	May-12	2018	1	Y		Special Education Closed Student Records Birthdate 1992 - 1993	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Special Education	Aug-13	2019	1	Y		Special Education Closed Student Records Birthdate 1989 - 1994	Jul-19	Shred Confidential
Special Education	Sep-14	2019	1	Y		Special Education Closed Student Records Birthdate 1989 - 1994	Jul-19	Shred Confidential
Special Education	Aug-13	2019	1	Y		Special Education Closed Student Records Birthdate 1989 - 1995	Jul-19	Shred Confidential
Special Education	Aug-13	2019	1	Y		Special Education Closed Student Records Birthdate 1992 & 1994	Jul-19	Shred Confidential
Special Education	Aug-13	2019	1	Y		Special Education Closed Student Records Birthdate 1994 Aragon, Andrew - Lizares, Windsor	Jul-19	Shred Confidential
Special Education	Aug-13	2019	1	Y		Special Education Closed Student Records Birthdate 1994 Lopez, Dallas - Yim, Elisa	Jul-19	Shred Confidential
Student Services	Feb-13	Jul-17	3	N		2002-03 Expulsion Records 1 - 144	Jul-19	Shred Confidential
Student Services	Feb-13	Jul-15	3	N		2003-04 Expulsion Records 1 - 149	Jul-19	Shred Confidential
Student Services	Feb-13	Jul-15	3	N		2003-04 Expulsion Records 150 - 251	Jul-19	Shred Confidential
Student Services	Jul-08	Jul-16	3	N	2801	2004/05 Expulsion Records 141-217	Jul-19	Shred Confidential
Student Services	Feb-13	Jul-17	3	N		2004-05 Expulsion Records 1 - 239	Jul-19	Shred Confidential
Student Services	Aug-10	Jul-18	3	N		2006-07 Expulsion Records 133 - 159 and Expulsion Correspondence	Jul-19	Shred Confidential
Student Services	Aug-10	Jul-17	3	N		2006-07 Expulsion Records 1-68	Jul-19	Shred Confidential
Student Services	Aug-10	Jul-18	3	N		2006-07 Expulsion Records 69 - 132	Jul-19	Shred Confidential
Student Services	Feb-13	Jun-19	3	N		2011 - 12 SARB Records A - G	Jul-19	Shred Confidential
Student Services	Jun-17	Jun-18	3	N		2014/2015 Short Term Ind. Study A - Z	Jul-19	Shred Confidential
Student Services	Jun-17	Jun-19	3	N		2015/2016 Long Term Ind. Study A - P	Jul-19	Shred Confidential
Student Services	Aug-13	Jun-16	3	N		Subpoena Request 2010-11 & 2011-12	Jul-19	Shred Confidential
Student Services	Aug-13	Jun-16	3	N		2012-13 Records Request *Dream Act *Other Agencies *Summer 2012 Withdrawal Request	Jul-19	Shred Confidential
Student Services	Aug-10	Jul-19	3	N		2007-08 Expulsion Records 67-128	Jul-19	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Student Services	Aug-10	Jul-19	3	N		2007-08 Expulsion Records 1-66	Jul-19	Shred Confidential
TLC	Jul-10	Jul-15	3	N		Medi-Cal LEA Billing 2009-10	Jul-19	Shred Confidential
TLC	Jun-10	Jun-15	3	N		Medi-Cal LEA Billing 2009-10	Jul-19	Shred Confidential

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

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

Type:
Consent

Attachments:

Certificated 7-11

Classified 7-11

I. CERTIFICATED

A. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins

ACADEMIC TUTOR – Rio San Gabriel, $36.65 Per Hour, 2018-2019 School Year

Persico, Kelly

ACTING PROGRAM SPECIALIST – District, $551.41 Per Diem, 6/04/19-8/09/19

Del Rio De Agranowitz, Santiaga

ADDITIONAL DAYS – District, $150.00 Per Day, 6/04/19-8/09/19

Benedic, Angelica Roman, Jayro Worthy, Jessica		$527.31 Per Diem	

ADDITIONAL HOURS – District, $54.06 Per Hour, 2019-2020 School Year

Roman, Jayro

ADDITIONAL HOURS – Griffiths, $36.65 Per Hour, 2018-2019 School Year

Chatmon, Charmetra

ADULT SCHOOL-STATE FUNDED – 6/10/19-7/03/19

Carrasco, Jasmine	Summer Enrichment Program – Teacher	$45.78 Per Hour	
Chavez, Alexandria	Summer Enrichment Program – Substitute	$45.78 Per Hour	
Grijalva, Heather	Summer Enrichment Program – Substitute	$45.78 Per Hour	
Padilla, Crystal	Summer Enrichment Program – Substitute	$45.78 Per Hour	
Plant, Edward	Summer Enrichment – TOSA	$49.72 Per Hour	

I. CERTIFICATED

A. Employments (Temporary)(cont.)

Employee	Assignment	Salary Rate	Service Begins

ADULT SCHOOL-STATE FUNDED – 6/10/19-7/03/19 (cont.)

Wade, Laura	Summer Enrichment Program – Substitute	$45.78 Per Hour	

A-G SPECIAL EDUCATION MEETING – District, $36.65 Per Hour, 2018-2019 School Year

Acosta, Kellie
Tendler, Joey

AVID SUMMER INSTITUTE – District, $269.49 Per Day, 6/04/19-8/09/19

Sinsombutcharoen, Nina
Staggenborg, Kimberly
Swain, Lisa
Tao, Jayme
Warhurst, Heidi
Wolfe, Jeanetta

CAPTURING KIDS HEARTS TRAINING – District, $269.49 Per Day, 6/04/19-8/09/19

Acevedo, Kyle
Adame, Cindy
Alvarez, Jesus
Awad, Myra
Baca, Theresa
Barbeau, Richere
Bean, Jason
Bean, Josette
Bedolla, Vanessa
Cabrera, Concha
Camacho, Debra
Carlson, Christina
Craig, Michael
Curiel, Joe
Diioli, Monique

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

CAPTURING KIDS HEARTS TRAINING – District, $269.49 Per Day, 6/04/19-8/09/19 (cont.)

Dou, Sophia
Dreschler, Dominique
Fetter, Mark
Glasser, Bernard
Guerrero, Raul
Hancock, Ronnie
Huang, Hsi-Ling
Im, Chandaramo
James, Charissa
Karzen, Micah
Kim, Carrie
Kling, Patricia
Lamoureaux, Marini
Lo Coco, Bartolo
Lord, Kaye
McCurry, Gregory
Mc Evoy, Christopher
Miyada, Cynthia
Napoli-Cooley, Michelle
Neal, Lorraine
Neria, Dolores
Nguyen, Lamvinh
Orique, Matthew
Pena, Magda
Ramirez-Garcia, Claudia
Roveri, Mercy
Russell, Kellie
Russell, William
Saikali, Rola
Sanders, Stephen
Sandoval, Maria
Santos, Alejandro
Schmaltz, Jeffrey
Schreiner, Scott

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

CAPTURING KIDS HEARTS TRAINING – District, $269.49 Per Day, 6/04/19-8/09/19

Singh, Payal
Soto, Natalie
Spittell, Christine
Swain, Lisa
Tao, Jayme
Velasco, Margarita
Warhurst, Heidi
Webster, Jessica
Weldon, Dawn

EL MASTER PLAN WRITING – District, $549.06 Per Diem, 6/04/19-8/09/19

Kim, Carrie

ENGLISH LANGUAGE LEARNERS SHADOWING WORKSHOP – District, $269.49 Per Day, 6/04/19-8/09/19

Kim, Carrie
Lopez, Carrie
Quimby, Jason
Stanley, Barak
Vasquez-Funk, Mercelena
Zarate, Linda

EXTRA DUTY – Downey, 2018-2019 School Year

Gazerro, Brian	Baseball Assistant	$2,778.00 Per Year
Karzen, Micah	Baseball Assistant Coach ASB	$2,000.00 Per Year
Martinez, David	Baseball Assistant Coach ASB	$1,500.00 Per Year

FPM EXTRA DUTY – District, $36.65 Per Hour, 2018-2019 School Year

Diioli, Monique

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

FEMINEERS DAY CAMP – District, $269.49 Per Day, 6/04/19-8/09/19

Lara, Jennifer
Morales, Crystal
Vargas-Aguilar, Jessenia

GRADUATION – Warren, $36.65 Per Hour, 2018-2019 School Year

Gutierrez, Ruben
Hernandez-Pineda, Juan
Medina, Ryan
Rodriguez, Eduardo
Singh, Daniel

HOME INSTRUCTION – District, $57.65 Per Hour, 6/04/19-8/09/19

Gallegos, Louie
Gunsaulus, Hilary
Houts, Jacob
La Fortune-Webster, Darla
McConnell, Deanna
Phillips, Larissa
Rojas, Daniel
Rooney, Maricela
Saad, Amany

IEP HOURS – District, $57.65 Per Hour, 6/04/19-8/09/19

Gunsaulus, Hilary
Hernandez, German
Hood, Andrea
Phillips, Larissa
Salazar, Jasmin

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

ILT EXTRA DUTY – Unsworth, $150.00 Per Day, 6/04/19-8/09/19

Edge, Diane
Israwi, Diana
Kjar, Karen
Lake, Erin
Long, Claudia
Shannon, Amber
Stanley, Barak
Venegas, Michelle

ILT MEETING – Griffiths, $269.49 Per Day, 6/04/19-8/09/19

Charton, Nathan
Mc Dermott, Karen
Mc Dermott, Timothy
Nicassio, Katherine
Orique, Matthew
Persico-Donahue, Gianna
Quimby, Jason

INTERNATIONAL BACCALAUREATE CONFERENCE – District, $269.49 Per Day, 6/04/19-8/09/19

Barrera, Shirley
Kim, Carrie

INTERVENTIONIST EXTRA DUTY – Unsworth, $36.65 Per Hour, 6/04/19-8/09/19

Peterson, Peggy

INTERVIEW PANEL – Imperial, $150.00 Per Day, 6/04/19-8/09/19

Paul, Anne Mary

MADE WORK EXPERIENCE PROGRAM – District, $49.72 Per Hour, 6/04/19-8/09/19

Ibarra-Alvarez, Clotilde

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

MASTER TEACHER – $150.00, 2018-2019 School Year

Cox-Nichols, Trisha	Biola University
Shearer, Mark	Biola University

PBIS – Unsworth, $36.65 Per Hour, 6/04/19-8/09/19

Geffre, Barbara
Halbmaier, Michelle
Jasso-Davila, Michelle
King-Adamo, Jill
Lo Bianco, Leslie

PLAYOFFS – 2018-2019 School Year

Downey

Gazerro, Brian	Baseball Assistant	$175.43

Warren

Francisco, George	Tennis Assist. Team	$350.86
Francisco, George	Tennis Assist. Ind.	$438.58
Francisco, George	Tennis JV Team	$2,576.00

PLTW CORE TRAINING – District, $150.00 Per Day, 6/04/19-8/09/19

Santa Cruz, Juliet

SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM – Warren, $36.65 Per Hour, 2018-2019 School Year

Casillas, Rosa
Latham, Daniel
Schiavo, Mark

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

SKILLS USA STATE COMPETITION ADDITIONAL DAYS – District, $150.00 Per Day, 2018-2019 School Year

Austin, William
Benedic, Angelica
Davenport, Henry
Franco, Maria
Kiess, Kent
Lamoureux, Marini
Menjivar, Frank
O'Dowd, Joy
Quintero, David
Sanchez, Jose

SKILLS USA STATE STIPEND – Warren, $1,558.00 Per Year, 2018-2019 School Year

Austin, William
Benedic, Angelica
Davenport, Henry
Franco, Maria
Kiess, Kent
Lamoureux, Marini
Menjivar, Frank
O'Dowd, Joy
Quintero, David
Sanchez, Jose

STEAMWORKS TEACHER TRAINING – District, $269.49 Per Day, 6/04/19-8/09/19

Barrera, Jennifer
Benner, Garrett
Bhakta, Bageshree
Black, Katie
Carter, Kathleen
Davis, Wesley
Diioli, Monique
Driscoll, Loren
Eduad, Debora

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

STEAMWORKS TEACHER TRAINING – District, $269.49 Per Day, 6/04/19-8/09/19 (cont.)

Espina, Marlon
Ferrera, Gretchen
Funes, Araceli
Gallion, Gina
Hauben, Kelly
Lavalle, Vincent
Marcy, Wendy
McClinton, Marjorie
Neill, Tyler
Perkins, Ashley
Perkins, John
Rush, Zachary
Stine-Woods, Edith
Worthy, Lois
Yanes, Anthony

SUMMER CURRICULUM PLANNING – Unsworth, $150.00 Per Day, 6/04/19-8/09/19

Alvarez, Jennifer
Edge, Diane
Escobar, Ernesto
Esqueda, Laura
Fuenmayor, Veronica
Geffre, Barbara
Halbmaier, Michelle
Jasso-Davila, Michelle
King-Adamo, Jill
Kjar, Karen
Lake, Erin
Lo Bianco, Leslie
Lo Grande, Jennifer
Loera, Claudia
Long, Claudia
Mc Loughry, Amy

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SUMMER CURRICULUM PLANNING – Unsworth, $150.00 Per Day, 6/04/19-8/09/19 (cont.)			
Newman, Mark			
Parmenter, Krystle			
Peterson, Wanda			
Priebe, Vanessa			
Roddy, Jill			
Salazar, Raqueal			
Shannon, Amber			
Shearer, Mark			
Shull, Carla			
Smith, Karen			
Stanley, Barak			
Venegas, Michelle			
Wood, Denise			
SUMMER DHH PROGRAM – Disrtict, $57.65 Per Hour, 6/04/19-7/20/19			
Ardis, Madera	DHH Teacher – DHH		
Baer, Jessica	LSS Teacher		
Bishop, Kevin	DHH Itinerant Teacher		
Burnette, Cristina	DHH Teacher		
Cabrera, Deann	DHH Teacher		
Ferrer, David	DHH Teacher		
Fogel, Samantha	DHH SLP	$67.65 Per Hour	
Franklin-Topacio, Ann	DHH Teacher		
Gonzales, Monica	DHH SLP	$67.65 Per Hour	
Granados, Margoth	DHH Itinerant Teacher		
Han, Esther	DHH Teacher		
Harp, Diana	DHH Teacher – SDC		
McLemore, Esther	DHH Itinerant Teacher		
Paredes, Reina	DHH Nurse		
Payne, Shoshanna	DHH Teacher		
Perea, Joan	DHH Teacher		
Ray-Barackman, Katrina	DHH Teacher		
Sandoval-Ceja, Teresa	DHH Itinerant Teacher		
Spencer, Nancy	DHH Teacher		

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

SUMMER DHH PROGRAM – District, $57.65 Per Hour, 6/04/19-7/20/19 (cont.)

St. Clair, Brian	DHH Teacher
Teh, Poh	DHH Teacher

SUMMER DHH SUBSTITUTE TEACHERS – District, $57.65 Per Hour, 6/04/19-7/20/19

Amaya, Alyssa
Cerda, Jennifer
Ramirez, Karen

SUMMER ELA LESSON WRITING – District, $36.65 Per Hour, 6/04/19-8/09/19

Alberico, Lori
Atlas, Lucy
Bomgaars, Jenalee
Breit, Susan
Brooks, Kim
Cid, Lindsay
Coronel, Evelyn
De Leon, Julia
De Matta, Sussan
Franciosi, Laura
Giunchini, Lisa
Hultner, Kathleen
King, Lisa
Kjar, Karen
Konegni, Robin
Lake, Erin
Loza, Susana
McCarthy, Christina
Mitchener, Lisa
Mucho, Wendy
Newman, Amy
Olea, Janice
Persico, Kelly

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

SUMMER ELA LESSON WRITING – District, $36.65 Per Hour, 6/04/19-8/09/19 (cont.)

Rowe, Sara
Selvanayagam, Kimberly
Serrato, Susana
Sullivan, Alicia
Valladares, Jasmine
Veith, Lacey
Verstegen, Kathleen
Waymack, Rebecca
Wilson, Angelika

SUMMER/ESY SUBSTITUTE TEACHER – District, $57.65 Per Hour, 6/04/19-7/20/19

Ahmadi, Irene
Amaya, Alyssa
Chavez, Alexandria
Curiel, Hilda
Del Rio, Cheryl
De Mello, Lydia
Diaz, Irene
Diaz, Veronica
Dodge, Kevin
Espinoza, Fernando
Gonzalez, Antonio
Gonzalez, Nickolas
Grijalva, Heather
Hocking, Nathaniel
Holness, Dysis
Larsen, Amy
Lopez-Martinez, Jacqueline
Lostetter, Matthew
Nava-Barnes, Alexandra
Reyes, Carlos
Stinson, Kimberli
Stirling, Natasha
Trejo, Katherine
Vasquez-Funk, Mercelena

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

SUMMER SCHOOL NURSE – District, $57.65 Per Hour, 6/10/19-7/20/19

Alexander, Sophia
Nevarez, Jessica
Tran, Phung

SUMMER STAFF DEVELOPMENT – District, $269.49 Per Day, 6/04/19-8/09/19

Becker, Robert J.
Coe, Paul
Contreras, Nicole
Cortez, Louis
Cramm, Russell
Diaz, Omar
Dunn, Nathan
Fisher, Stephanie
Haldar, Padma
Harney, Daniel
Kim, Daniel
Kroon-Strong, Margaret
Lara, Jennifer
Lord, Kaye
Mack, Deanna
Maurer, William
Miyada, Cynthia
Moon, Simon
Nelson, Garr
Orique, Matthew
Phornvoranunt, Anna
Velasco, Margarita
Webb, Kelly

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

SUMMER STEAMWORKS SUBSTITUTE – District, $57.65 Per Hour, 6/10/19-7/20/19

Fuenmayor, Priscilla
Grijalva, Heather
Miller, Charles
Reyes, Carlos
Sanchez, Stephanie
Wilson, Nichelle

SUMMER WORK ADDITIONAL DAYS – District, 6/04/19-8/09/19

Evensen, Sarah	$520.29 Per Diem
La Porta, Karlin	$582.76 Per Diem
Storey, Danielle	$269.49 Per Day

TOSA SUMMER EXTRA DUTY – District, $551.42 Per Diem, 6/04/19-8/09/19

Davis, Joshua
Mc Gregory, Michael

B. Leave of Absence

Employee	From	To	Effective
Persico-Donahue, Gianna	Counselor Griffiths $86,839	AB375-Child Bonding	8/12/19- 9/27/19

C. Reassignments

Employee	From	To	Effective
Dekker, Jenise	AB375-Child Bonding	Teacher Rio San Gabriel $81,171	8/12/19

I. CERTIFICATED

C. Reassignments (cont.)

Employee	From	To	Effective
Del Rio De Agranowitz, Santiaga	Acting Program Specialist Special Education $102,012	Program Specialist Special Education $104,095	7/01/19
Nam, Jose	LOA – PB W/O PAY	Teacher Warren $102,013	8/12/19
Simpson, Kelsey	TOSA – Dean of Students Downey $83,736	Assistant Principal Downey $129,062	7/01/19
Toledo, Alan	Counselor Griffiths $103,372	Counselor Downey $103,916	8/01/19

II. CLASSIFIED

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Smith, Christian (Rpl. M. Andrade)	Inter. Clerical Asst. Gauldin	$3,217.00 mo. (100%)	06/10/19

B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Alarid, Marisol (Extra Duty)	Inter. Clerical Asst. Food Services	$19.535 hr.	06/16/19- 06/30/19
Blanco-Rivera, Diego (Extra Duty)	Campus Security Asst. Columbus High	$23.135 hr.	06/03/19- 07/31/19
Evans, David	Asst. Boys Soccer Coach Downey High	Not to exceed $550.00	06/01/19- 06/30/19
Higareda, Joanna (Substitute)	Sr. Instruct. Asst.-S/MH Varies	$18.560 hr.	05/28/19
Kosarich, John	Frosh Track Coach Downey High	Not to exceed $2,689.00	02/16/19- 04/26/19
Martinez, Jaime (Substitute)	Food Service Assistant Varies	$17.683 hr.	06/10/19- 07/18/19
Ramirez, Alexander (Substitute)	Floor Maint. Worker Varies	$19.991 hr.	06/03/19- 08/11/19
Romero, Maria (Substitute)	Lead Food Service Asst. Varies	$20.487 hr.	06/10/19- 07/18/19
Romero, Sandra (Substitute)	Bus Driver Varies	$21.508 hr.	06/10/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

BUS DRIVER (Substitute) – Transportation, $21.508 Per Hour, 06/01/19-06/03/19

Carrillo Savala, Elizabeth
Chavez, Ruth
Lombardi, Rebecca
Lopez Ariza, Leticia
Morales Jarquin, Freddy
Perez, Juana
Rodriguez Marquez, Jorge

BUS DRIVER (Substitute) – Transportation, $26.135 Per Hour, 06/01/19-06/09/19

Alva, Antonio
Alvarado, Janet — $23.654 hr.
Barrera, Lorena
Castillo, Cindy — $24.900 hr.
Cisneros, Juana
Devone-Huerta, Diane
Evans, Natalie
Farfan, Maria
Gandara, Susana
Gonzalez, Eduardo
Harber, Treenitta
Jarquin, Sandra
Lopez, Sherri
McCoy, Stephanie
Montalvo, Tina
Noel, Eric
Ortiz, Sergio
Peniche, Gabriel
Perez, Kimberly
Salcido, Angie

BUS DRIVER (Substitute) – Transportation, $26.135 Per Hour, 06/03/19-08/13/19

Rivera, Wilver
Salcido, Angie

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

BUS DRIVER (Substitute) – Transportation, $21.508 Per Hour, 06/10/19-07/18/19

Carrillo Savala, Elizabeth
Chavez, Ruth
Gonzales Jr., Raymond
Lombardi, Rebecca
Lopez Ariza, Leticia
Morales Jarquin, Freddy
Rodriguez Marquez, Jorge
Romero, Sandra

BUS DRIVER (Substitute) – Transportation, $26.135 Per Hour, 07/19/19-08/13/19

Abney, Kimberly		
Alva, Antonio		
Alvarado, Janet	$23.654 hr.	
Barrera, Lorena		
Castillo, Cindy	$24.900 hr.	
Devone-Huerta, Diane		
Estrada, Loyjean		
Evans, Natalie		
Farfan, Maria		
Garcia, Marcela		
Gonzalez, Eduardo		
Harber, Treenitta		
Jarquin, Sandra		
McCoy, Stephanie		
Montalvo, Tina		
Ortiz, Sergio		
Peniche, Gabriel		
Perez, Kimberly		
Rivera, Wilver		
Salcido, Angie		

Child Care Assistant (Substitute) – $16.437 Per Hour, 06/03/19-06/30/19

Garcia, Lydia
Morales, Carmina

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

Custodian (Substitute) – $19.062 Per Hour, 06/04/19-08/09/19

Banuelos, Robert			
Barnett, Joyce		$23.158 hr.	
Bell, Doneisha			
Gutierrez, Beatriz			
Juarez, Luke		$19.991 hr.	
Lewis, Tarah		$23.158 hr.	
Marin Jr., Angel			
Mejia, Estevan			
Mendoza Hernandez, Erika			
Newman, Daniel			
Ortiz, Juliana			
Terry, Reginald			

Senior Instructional Assistant – Extra Duty, Doty, $21.497 Per Hour, 06/04/19

Alvarado, Helen			
Blanck, Olivia			
Cano, Giovana			
Dunham Jr., Clifford			
Forsythe, Kerri			
Gutierrez, Annette			
Hedden, Olivia			
Mercurio, Debra			
Neist, Kelly			
Topete, Maria			

Senior Instructional Assistant-BC – Extra Duty, Doty, $22.593 Per Hour, 06/04/19

Cardenas, Raynette			
Chase-Pereira, Ana			
Gurrola, Angelina			
Hoodye, Christopher			
Perez Jr., Jerry		$19.535 hr.	
Perez, Patricia		$19.535 hr.	
Picazzo, Evelyn			
Verdugo, Ashlee			
Villaescusa, George		$21.497 hr.	

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

Senior Instructional Assistant-S/MH – Extra Duty, Doty, $22.593 Per Hour, 06/04/19

Meza, Maria Elena
Trevizo, Lorraine

STUDENT HELPER – Grounds, $12.000 Per Hour, 06/03/19-08/02/19

Burtle, Joshua
Chavez, Aldo
Luna, Matthew

SUMMER SCHOOL – Bus Driver - $26.135 Per Hour, 06/10/19-07/18/19

Abney, Kimberly	
Alva, Antonio	
Alvarado, Janet	$23.654 hr.
Barrera, Lorena	
Castillo, Cindy	$24.900 hr.
Devone-Huerta, Diane	
Estrada, Loyjean	
Evans, Natalie	
Farfan, Maria	
Garcia, Marcela	
Gonzalez, Eduardo	
Harber, Treenitta	
Jarquin, Sandra	
McCoy, Stephanie	
Montalvo, Tina	
Ortiz, Sergio	
Peniche, Gabriel	
Perez, Juana	$21.508 hr.
Perez, Kimberly	
Rivera, Wilver	
Salcido, Angie	

SUMMER SCHOOL – Campus Security Assistant - $23.135 hr., 06/10/19-07/18/19

Blanco-Rivera, Diego	Columbus High
Moncado, Lorena	Columbus High

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL – Food Service Assistant - $17.683 Per Hour, 06/10/19-07/18/19			
Fernandez, Christina	Downey High		
Fernandez, Rosa	Doty		
Granados, Magdalena	Gauldin		
Han, Roberta	Gauldin		
Isham, Christina	Warren High		
Martinez, Jaime	Doty		
Sayula, Olivia	Gauldin		
SUMMER SCHOOL – Inter. School Off. Mgr. - $28.143 Per Hour, 06/10/19-07/18/19			
Mariscal, Myrna	Columbus High		
Rico, Cynthia	Doty	$25.518 hr.	
Sanchez, Lubia	Columbus High		
SUMMER SCHOOL – Library/Media Tech. – 06/10/19-07/18/19			
Hernandez, David		$19.535 hr.	
Perez, Roxanne		$22.593 hr.	
SUMMER SCHOOL – Registered Behavior Technician - Special Education, $26.129 Per Hour, 06/10/19-07/18/19			
Aguilar, Valeria			
Bessler-Smith, Kanoa			
Gomez, Roland			
Gutierrez, Lindsey			
Madrigal, Vanessa			
Taylor, Samantha			
SUMMER SCHOOL – School Based Therapist - Special Education, $37.680 Per Hour, 06/10/19-07/18/19			
Kim, Mina		$34.997 hr.	
Manns, Teresa			
Nuno, Wendy			
Rodriguez, Monique			

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

SUMMER SCHOOL – School Health Tech. - Special Education, $29.499 Per Hour, 06/10/19-07/11/19

Sanchez, Kimberly

SUMMER SCHOOL – School Office Manager - $28.143 Per Hour, 06/10/19-07/18/19

Carril, Jacqueline	Unsworth	
Huckabee, Sheila	Gauldin	$26.799 hr.
Ruiz, Gabriela	Alameda	
Sharp, Theresa	Rio Hondo	

SUMMER SCHOOL – Speech/Lang. Pathology Asst. - Special Education, $34.183 Per Hour, 06/10/19-07/18/19

Walsh, Mary

SUMMER SCHOOL - Senior Instructional Assistant - $21.497 Per Hour

Alameda – 06/10/19-07/18/19

Alcazar, Maribel	
Briceno Jr., Gerardo	$20.487 hr.
DeArtola, Paulina	
Desisto, Michelle	
Fleer, Wendi	
Forsythe, Brittany	$20.487 hr.
Galindo, Rosa	
Long, Melissa	
Moore, Nickie	
Morales, Lisa	
Ramirez, Esther	
Romero, Leticia	$18.560 hr.
Schlittenhart, Patricia	
Stott, Cynthia	
Torres, Nancy	
Tovar Garza, Linda	

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL - Senior Instructional Assistant - $21.497 Per Hour (cont.)			
Columbus High – 06/10/19-07/18/19			
Craft, Shelly		$20.487 hr.	
Martinez, Alma			
Rojas, Adriana		$18.560 hr.	
Doty – 06/10/19-07/18/19			
Alvarado, Helen			
Blanck, Olivia			
Cano, Giovana			
Cook, Rosalind			
Dunham Jr., Clifford			
Forsythe, Kerri			
Gutierrez, Annette			
Hedden, Olivia			
Mercurio, Debra			
Neist, Kelly			
Topete, Maria			
Downey High – 06/10/19-07/18/19			
Arellano, Raquel			
Arias, Patricia			
Bracey, Kenyon			
Huerta, Isabelle			
Rodriguez, Jeannette			
Unsworth – 06/10/19-07/18/19			
Juarez, Amanda			
Warren High – 06/10/19-07/18/19			
Gonzalez, Elizabeth			
Waites, Catherine		$17.683 hr.	

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL - Senior Instructional Assistant-BC - $22.593 Per Hour			
Alameda – 06/10/19-07/18/19			
Aguilar, Christopher			
Aguilar, Monica			
Alejo, Jessica		$20.487 hr.	
Amaya, Janet			
Arevalo, Norma			
Armenta, Silvia		$20.487 hr.	
Bautista, Rosana		$18.560 hr.	
Bell, Rebecca			
Bonnet, Dolly			
Bravo, Julianna		$19.535 hr.	
Cabello, David		$21.497 hr.	
Carrillo, Patricia			
Castellanos, Kimberly		$18.560 hr.	
Cortez, Jissela		$20.487 hr.	
Cortez, Richard			
Cuellar, Roxana			
Escatiola, Alyssa		$19.535 hr.	
Espinoza Ochoa, Gisselle			
Estrada, Adriana		$20.487 hr.	
Garcia, Andrew		$20.487 hr.	
Garcia, Jessica		$20.487 hr.	
Gentil, Cynthia			
Gomez, Cindy			
Gonzalez, Delma		$19.535 hr.	
Green, Michele			
Gutierrez, Erik		$18.560 hr.	
Hernandez, Brenda		$18.560 hr.	
Jackson, Tiffany		$21.497 hr.	
Kannab, Jiana		$20.487 hr.	
Long, Jacqueline		$19.535 hr.	
Lopez, Gloria		$20.487 hr.	
Lopez, Rhiannon		$21.497 hr.	
Martinez, Angelica		$21.497 hr.	
Martinez, Joanna		$19.535 hr.	
Nelson, Jana			
Ortiz, Roxana			

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL - Senior Instructional Assistant-BC - $22.593 Per Hour (cont.)			
Alameda – 06/10/19-07/18/19 (cont.)			
Padilla, Cynthia		$21.497 hr.	
Padilla, Diane			
Pardo, Beyali			
Poor, Mercedes			
Portillo Rivera, Karla			
Ramirez, Emma			
Ramirez, Samantha			
Ramos, Ariel		$21.497 hr.	
Rea, Dawn		$20.487 hr.	
Reyes, Lisa			
Ruiz, Sandra			
Saldamando, Lauren		$20.487 hr.	
Sanchez, Guadalupe			
Saylors, Shelby		$19.535 hr.	
Shepherd, Tania			
Solorzano, Amparo			
Smith, Vanessa		$20.487 hr.	
Talavera, Esperanza			
Terry, Mikesha		$18.560 hr.	
Valenzuela, Griselda			
Velazquez, Delmy			
Yerena, Edith			
Zarate, Jacqueline			
Columbus High – 06/10/19-07/18/19			
Acuna, Astrid		$18.560 hr.	
Alegria, Justin			
Alexander, Paula			
Campos, Jenny			
Dolmos, Lenin		$20.487 hr.	
Duenas, Mauricio			
Edrial, Jonathan			
Escalona, Erma			
Garcia, Griselda			
Garcia, Isabelle			
Lopez, Elisa			

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL - Senior Instructional Assistant-BC - $22.593 Per Hour (cont.)			
Columbus High – 06/10/19-07/18/19 (cont.)			
Quezada, Irene			
Rodriguez, Stephanie			
Torrez, Greaselda			
Vasquez, Tracy			
Doty – 06/10/19-07/18/19			
Alvarado Cisneros, Denisse		$21.497 hr.	
Cardenas, Raynette			
Chase-Pereira, Ana			
DeSena, Leysa		$20.487 hr.	
Gurrola, Angelina			
Hoodye, Christopher			
James, Brittney		$21.497 hr.	
Lizarraga, Ricardo			
Mendez, Maria			
Perez Jr., Jerry		$19.535 hr.	
Perez, Patricia		$19.535 hr.	
Picazzo, Evelyn			
Trevizo, Lorraine			
Velasco, Juan			
Villaescusa, George		$21.497 hr.	
Downey High – 06/10/19-07/18/19			
Amezaga, Martha			
Bovey, Timothy			
Carbajal, Roxana			
Carrasco, Leticia			
Colon, Angelita		$21.497 hr.	
Dolmos, Yvania			
Gutierrez, Bianca		$20.487 hr.	
Hernandez, Michelle		$21.497 hr.	
Lopez, Sonia			
Marks, Roderick			
Marquess, Janice			
Martinez, Cecilia			
Perez, Aurelia			
Romero, Florence			

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL - Senior Instructional Assistant-BC - $22.593 Per Hour (cont.)			
Warren High – 06/10/19-07/18/19			
Aguilar, Diana			
Anderson, Carnel			
Atlas, Deshawna		$19.535 hr.	
Baltierrez, Leonardo		$21.497 hr.	
Chesser, Peggie			
Dolmos Chavez, Lizette			
Dowen, Kendra			
Dudgeon, Patricia		$18.560 hr.	
Enslin, Ellen		$19.535 hr.	
Flores, Raquel		$21.497 hr.	
Franco, Marisol			
Frausto, Jesse			
Grant, Aaron			
Guest, Stacey		$21.497 hr.	
Henritze, Cecilia		$21.497 hr.	
Hernandez, Jacqueline			
Lozano, Ruth		$18.560 hr.	
Magana, Oscar		$18.560 hr.	
Martin, Jose			
Orona, Nora			
Perez, Angelica		$21.497 hr.	
Perez, Evelyn			
Perez Jr., Jose			
Ramos, Genesis		$20.487 hr.	
Rebollo, Oralia			
Rodriguez, Ana			
Rodriguez, Karen		$20.487 hr.	
Somohano, Yvonne			
Tapia, Kuenia		$18.560 hr.	
Trammell, Charles		$20.487 hr.	
Villanueva, Maria			
Walker-Nipp, Debra		$21.497 hr.	

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL - Senior Instructional Assistant-S/MH - $22.593 Per Hour			
Alameda – 06/10/19-07/18/19			
Benjamin, Diane			
Cotanda Cruz, Leony		$21.497 hr.	
Gonzalez, Diana		$19.535 hr.	
Harris, Britany		$20.487 hr.	
Johnson, Michelle		$19.535 hr.	
Koppin, Jeanette			
Lara, Mirta			
Lara, Vanessa			
Lizarraga, Joen			
Lopez, Nancy			
Luis, Ambernadette			
Medina, Rosa			
Padilla, Iris			
Perez, Claudia			
Pudlik, Aura			
Raymundo, Leticia			
Robinson, Darryl N.			
Seo, Margaret			
Serra, Kathleen		$19.535 hr.	
Columbus High – 06/10/19-07/18/19			
Espinosa, Claudette			
King, Connie			
Doty – 06/10/19-07/18/19			
Garcia, Felipe			
Marmolejo, Valerie			
Meza, Maria Elena			
Roberson, Lisa		$21.497 hr.	
Verdugo, Ashlee			
Downey High – 06/10/19-07/18/19			
Aguirre, Delia			
Garza, Joseph		$21.497 hr.	
Hernandez, Susana			
Laverde, Jessica		$18.560 hr.	

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

SUMMER SCHOOL - Senior Instructional Assistant-S/MH - $22.593 Per Hour (cont.)

Downey High – 06/10/19-07/18/19 (cont.)
Long, Yolanda
Orozco, Victoria
Saavedra, Evelyn
Shilling, Tamara

Warren High – 06/10/19-07/18/19
Hunt, Dede

C. Change of Assignment

Employee	From:	To:	Effective
Corrales, Raymundo (Administrative Transfer)	Custodian Downey High $4,014.00 mo. (100%)	Custodian Operations $4,014.00 mo. (100%)	06/01/19
Davis Jr., Darryl (Change of Assignment) (Rpl. L. Jeter)	Utility Worker Griffiths $4,316.00 mo. (100%)	Utility Worker Warren High $4,316.00 mo. (100%)	06/24/19
Diaz, Erica (Return to regular assignment)	Assistant Buyer Purch./Warehouse $5,113.00 mo. (100%)	Senior Secretary Special Education $4,996.00 mo. (100%)	06/01/19
Gallardo, Elizabeth (Working out of class Limited-Term)	Custodian Operations $4,075.00 mo. (100%)	Lead Custodian Operations $4,423.00 mo. (100%)	06/03/19- 08/11/19

II. CLASSIFIED

C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Garcia, Efren (Working out of class Limited-Term)	Custodian Operations $4,075.00 mo. (100%)	Lead Custodian Operations $4,423.00 mo. (100%)	06/03/19- 08/11/19
Gonzalez Jr., J. Felix (Working out of class Limited-Term)	Custodian Operations $3,878.00 mo. (100%)	Floor Maint. Worker Operations $4,209.00 mo. (100%)	06/03/19- 08/11/19
Gonzalez, Robert (Working out of class Limited-Term)	Custodian Operations $3,878.00 mo. (100%)	Floor Maint. Worker Operations $4,209.00 mo. (100%)	06/10/19- 08/11/19
Granados, Magdalena (Return to regular assignment)	Food Service Asst. II Price $19.004 hr. 5 Hours	Food Service Asst. Griffiths $17.683 hr. 3 Hours	05/31/19
Kidd, Michael (Working out of class Limited-Term)	Custodian Operations $3,700.00 mo. (100%)	Floor Maint. Worker Operations $4,014.00 mo. (100%)	06/03/19- 08/11/19
Livingston, Derrick (Working out of class Limited-Term)	Custodian Operations $4,075.00 mo. (100%)	Floor Maint. Worker Operations $4,209.00 mo. (100%)	06/03/19- 08/11/19
Lopez Contreras, Felipe (Working out of class Limited-Term)	Custodian Operations $4,075.00 mo. (100%)	Groundskeeper Operations $4,100.00 mo. (100%)	06/04/19- 08/09/19
Lopez, Gustavo (Working out of class Limited-Term)	Groundskeeper Operations $3,910.00 mo. (100%)	Grounds Equip. Oper. Operations $4,316.00 mo. (100%)	06/01/19- TBD

II. CLASSIFIED

C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Luna, Manuel (Administrative Transfer)	Custodian Warren High $3,639.00 mo. (100%)	Custodian Operations $3,639.00 mo. (100%)	06/01/19
Machado, Martha (Promotion) (Rpl. S. Newberg)	Int. School Office. Mgr. Griffiths $4,878.00 mo. (100%)	Senior Secretary Fac. Plng. & Devel. $5,113.00 mo. (100%)	06/10/19
Mendizabal, Otto (Working out of class Limited-Term)	Custodian Operations $4,075.00 mo. (100%)	Utility Worker Warren High $4,316.00 mo. (100%)	06/01/19- 06/28/19
Padilla, Claudia (Promotion) (Rpl. P. Martinez)	Inter. Clerical Asst. Downey High $4,112.00 mo. (100%)	Registrar Downey High $4,423.00 mo. (100%)	06/18/19
Payan, Adriana (Working out of class Limited-Term)	Custodian Operations $4,075.00 mo. (100%)	Lead Custodian Operations $4,423.00 mo. (100%)	06/03/19- 08/11/19
Rendon, Tracy (Return to regular assignment)	Senior Secretary Special Education $4,645.00 mo. (100%)	Sr. Clerical Asst. Special Education $4,314.00 mo. (100%)	06/03/19
Rios, Andre (Working out of class Limited-Term)	Custodian Operations $4,014.00 mo. (100%)	Floor Maint. Worker Operations $4,209.00 mo. (100%)	06/03/19- 08/11/19
Robles, Jose (Administrative Transfer)	Custodian Columbus High $4,014.00 mo. (100%)	Custodian Operations $4,014.00 mo. (100%)	06/01/19

II. CLASSIFIED

C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Rodriguez Chavez, Nancy (Working out of class Limited-Term)	Custodian Operations $4,075.00 mo. (100%)	Lead Custodian Operations $4,423.00 mo. (100%)	06/03/19- 08/11/19
Simpson Jr., Ronald (Working out of class Limited-Term)	Custodian Operations $4,075.00 mo. (100%)	Floor Maint. Worker Operations $4,209.00 mo. (100%)	06/03/19- 08/11/19
Suarez, Roberto (Working out of class Limited-Term)	Custodian Operations $3,700.00 mo. (100%)	Groundskeeper Operations $3,910.00 mo. (100%)	06/03/19- TBD
Zepeda, Daniel (Working out of class Limited-Term)	Floor Maint. Worker Operations $4,075.00 mo. (100%)	Lead Custodian Operations $4,423.00 mo. (100%)	06/03/19- 08/11/19

D. Terminations

Employee	Assignment	Effective	Reason
Mosley, Andreya	Sr. Instruct. Asst. Substitute	06/06/19	Voluntary Resignation
Walton, Linda	Inter. Clerical Asst. Substitute	06/01/19	Voluntary Resignation

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REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.GGG. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Secretary-Bilingual/Bi-literate, assigned to the Special Education Department, eight hours per day, twelve months per year, at range 770, $4,421 - $5,370 per month, effective July 1, 2019.

Type:
Action

Attachments:

Est Sr. Secretary Bil-Bilit-Special Ed #1716

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: July 11, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR SECRETARY-BILINGUAL/BI-LITERATE)

ACTION ITEM

We have received a request from Patricia Gonzalez Sandoval, Director, Special Education, to establish one new position with duties corresponding to the current classification of Senior Secretary-Bilingual/Bi-literate to be assigned to the Special Education Department. This position is needed to provide clerical support due to the reacquisition of the Deaf and Hard of Hearing program.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Secretary-Bilingual/Bi-literate, assigned to the Special Education Department, eight hours per day, twelve months per year, at range 770, $4,421 - $5,370 per month, effective July 1, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Secretary-Bilingual/Bi-literate, assigned to the Special Education Department, eight hours per day, twelve months per year, at range 770, $4,421 - $5,370 per month, effective July 1, 2019.

II.HHH. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Griffiths Middle School, six and one-half hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective May 17, 2019.

Type:
Consent

Attachments:

Est SIA-BC Griffiths 6.5 hrs #1619

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: July 11, 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 Tangela Diggs, 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 at Griffiths Middle School to provide Additional Adult Assistance (AAA) for a student with special needs per the IEP team determination.

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 Griffiths Middle School, six and one-half hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective May 17, 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 Griffiths Middle School, six and one-half hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective May 17, 2019.

II.III. RATIFY the establishment of one new position with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual Oral, assigned to the Special Education Department, eight hours per day, twelve months per year at range 415, $3,298 - $4,014 per month, effective June 10, 2019.

Type:
Action

Attachments:

Est ICA-Bil Oral-Spec Ed #1661

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: July 11, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (INTERMEDIATE CLERICAL ASSISTANT-BILINGUAL ORAL)

ACTION ITEM

We have received a request from Patricia Gonzalez Sandoval, Director, Special Education, to establish one new position with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual Oral in the Special Education Department. This position is needed to provide additional clerical support due to the reacquisition of the Deaf and Hard of Hearing program.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual Oral, assigned to the Special Education Department, eight hours per day, twelve months per year at range 415, $3,298 - $4,014 per month, effective June 10, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual Oral, assigned to the Special Education Department, eight hours per day, twelve months per year at range 415, $3,298 - $4,014 per month, effective June 10, 2019.

II.JJJ. RATIFY the establishment of two new limited-term positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gauldin Elementary School, six hours per day, at range 115, $3,217 - $3,916 per month, effective May 23, 2019 through December 20, 2019.

Type:
Action

Attachments:

Est SIA-BC-LT (2) Gauldin 6.0 hrs #1634 & #1655

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: July 11, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF TWO NEW LIMITED-TERM POSITIONS (SENIOR INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Anthony Mercado, Program Administrator, Special Education, to establish two new limited-term positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gauldin Elementary School. These new positions are being created to provide temporary Additional Adult Assistance (AAA) for two students with special needs as determined by the IEP team.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of two new limited-term positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gauldin Elementary School, six hours per day, at range 115, $3,217 - $3,916 per month, effective May 23, 2019 through December 20, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of two new limited-term positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gauldin Elementary School, six hours per day, at range 115, $3,217 - $3,916 per month, effective May 23, 2019 through December 20, 2019.

II.KKK. APPROVE the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective August 12, 2019.

Type:
Action

Attachments:

Est SIA-BC (2) Rio San Gabriel 6.0 hrs

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: July 11, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF TWO NEW POSITIONS (SENIOR INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Anthony Mercado, Program Administrator, Special Education, to establish two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. These new positions are being created to provide behavioral support to the students in the two new Moderate/Severe SBC classrooms at Rio San Gabriel Elementary School.

Therefore, it is recommended that the Board of Education be requested to approve the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective August 12, 2019.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six hours per day, ten months per year, at range 115, $3,217 - $3,916 per month, effective August 12, 2019.

II.LLL. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Old River Elementary 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.

Type:
Consent

Attachments:

Est SIA-BC Old River 6.5 hrs #1640

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: July 11, 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 Tangela Diggs, 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 at Old River Elementary School to provide Additional Adult Assistance (AAA) to a student with special needs per the student's IEP.

Therefore, it is recommended that the Board of Education be requested to approve the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Old River Elementary 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.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Old River Elementary 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.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

III.A. ADOPT Resolution No. 201920-01 to participate in the application process for the Volkswagen Environmental Mitigation Trust for California School Bus Replacement Program.

Type:
Action

Attachments:

VS Environmental Mitigation Trust Resolution

DOWNEY UNIFIED SCHOOL DISTRICT
RESOLUTION 201920-01

RESOLUTION OF THE BOARD OF EDUCATION REGARDING A GRANT FROM VOLKSWAGEN ENVIRONMENTAL MITIGATION TRUST FOR CALIFORNIA SCHOOL BUS REPLACEMENT PROGRAM

WHEREAS, the Downey Unified School District has successfully participated in grant programs to upgrade its transportation fleet and reduce its carbon footprint. This program provides an opportunity to replace older diesel-powered school buses with electric powered school buses;

WHEREAS, Downey Unified School District has nine school buses that meet the program criteria and qualifications; and

WHEREAS, the California VW Mitigation Settlement Trust provides grant funding to public and private organizations to replace diesel school buses; and

WHEREAS, Downey Unified School District must authorize someone by resolution, as the "Authorized Individual" to make application and administer the VW Mitigation Settlement Trust funding program; and

WHEREAS, Downey Unified School District authorizes John Shook, Director, Maintenance, Operations, and Transportation Services as "Authorized Individual" to apply for school bus grant funding from the California VW Mitigation Settlement Trust to replace a school bus(es);

THEREFORE, BE IT RESOLVED THAT the Board of Education for the Downey Unified School District authorizes the district to make application for and to sign certain assurances with respect to applications for local, state, and federal programs, projects, or grants, and if recommended for funding by the California VW Mitigation Settlement Trust, the Board of Education authorizes Downey Unified School District to accept a grant for a school bus replacement and vehicle infrastructure; and

BE IT FURTHER RESOLVED, that John Shook is hereby authorized and empowered to execute in the name of Downey Unified School District all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to complete the projects.

ADOPTED this 11th day of July, 2019, by the Downey Unified School District.

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

DOWNEY UNIFIED SCHOOL DISTRICT

Nancy A. Swenson, President
Board of Education

ATTEST:

Tod M. Corrin, Clerk
Board of Education

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

III.B. APPROVE the revised Schedule of Regular Board of Education Meetings for 2019-20.

Type:
Consent

Attachments:

2019-20 Board Meeting Schedule

Downey Unified School District

REVISED

SCHEDULE OF REGULAR BOARD OF EDUCATION MEETINGS, 2019-20

All Board meetings are scheduled to be held in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, commencing at 5:00 p.m., unless otherwise indicated.

Month	Date	Day	Type of Meeting
July	11	Thursday	Regular
August	6	Tuesday	Regular
September	**10**	Tuesday	Regular
October	8	Tuesday	Regular
November	5	Tuesday	Regular
December	10	Tuesday	Organizational (3:00 pm)
January	21	Tuesday	Regular
February	18	Tuesday	Regular
March	10	Tuesday	Regular
April	21	Tuesday	Regular
May	19	Tuesday	Regular
June	9	Tuesday	Regular
	23	Tuesday	Regular (8:30 a.m.)

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

III.C. REVIEW the draft of the 2019-20 Board of Education Goals.

Type:
Discussion

Attachments:

2019-20 Draft Board 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 UC/CSU eligibility, CTE Pathway Completion, Bi-literacy, SBA (3+), 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!, 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 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- Storyline Design and Common Formative Assessments; High School- Storyline 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.

DRAFT

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

IV.A. REVIEW for adoption proposed new Board Policy and Administrative Regulation 2635, Tobacco.

Type:
Discussion

Attachments:

BP 2635, Tobacco

AR 2635, Tobacco

TOBACCO BP 2635

The Board of Education recognizes the serious health risks presented by tobacco use and desires to ensure that, through adoption of consistent policies, students are made aware of those risks and, to the extent possible, protected from them.

The Superintendent or designee will provide prevention, intervention, and cessation education, information, activities, and/or referrals to students and shall ensure consistent enforcement of district policies prohibiting student possession and use of tobacco products.

TOBACCO AR 2635

Prohibition Against Tobacco Use

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. (Education Code 48900, 48901)

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)

Tobacco products include: (Business and Professions Code 22950.5; Education Code 48901)

1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.

3. Any component, part, or accessory of a tobacco product, whether sold together or separately.

These prohibitions do not apply to a student's possession or use of his/her own prescription products. However, student in possession or use of prescription products in school shall be subject to the district's policy and regulation for addressing the administration of medications on campus. (Education Code 48900)

Prevention Instruction

The district shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12 pursuant to Education Code 51202. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

Intervention/Cessation Services

The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. Such intervention services shall be provided as an alternative to suspension for tobacco possession.

Program Planning

The district's tobacco-use prevention and intervention program shall be based on an assessment of tobacco-use problems in schools and the community, an examination of existing services and activities in the community, and a determination of high-risk student populations that are most in need of district services.

The Superintendent or designee may select tobacco-use prevention programs based on the model program designs identified by the California Department of Education and may adapt the model to meet district needs. (Health and Safety Code 104420)

Tobacco-Use Prevention Education Program

The district's tobacco-use prevention program shall provide students in grades 6-12 instruction which addresses the following topics: (Health and Safety Code 104420)

1. Immediate and long-term undesirable physiologic, cosmetic, and social consequences of tobacco use

2. Reasons that adolescents say they smoke or use tobacco

3. Peer norms and social influences that promote tobacco use

4. Refusal skills for resisting social influences that promote tobacco use

TOBACCO - continued AR 2635

Tobacco-Use Prevention Education Program - continued

As appropriate, the district shall provide or refer students in grades 7-12 to tobacco-use intervention and cessation activities. (Health and Safety Code 104420)

These services shall be directed toward current users and shall be voluntary for students who desire assistance in ceasing the use of tobacco. In addition to targeting students who currently use tobacco, the district's program shall target students most at risk for beginning to use tobacco as identified through a local needs assessment.

Program Evaluation

To evaluate the effectiveness of the district's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey or other appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the Board, and to the CDE if required, the data specified in Health and Safety Code 104450.

The results of program evaluations shall be used to refine program goals and objectives and make changes as needed to strengthen program implementation.

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

IV.B. REVIEW proposed revisions to Administrative Regulation 3126, Graduation.

Type:
Consent

Attachments:

AR 3126

GRADUATION AR 3126

A diploma of graduation shall be granted to students of good character and citizenship who satisfactorily complete the District's high school curriculum requirements. While all students will follow the program outlined, on a case by case basis the principal may adjust individual student programs to meet specific personal and education need with the approval of the Superintendent. State-mandated classes may not be waived.

Beginning with the graduating class of 2022, the prescribed course of study for students enrolled in a diploma of graduation program will include an increase from a two year to a three-year math course requirement. In addition, students must complete two years of the same world language and complete one year of a visual and performing art.

Beginning in August of 2022, a five-year timeline extension will commence for the implementation of the a-g graduation requirements for students receiving services in the SDC setting. The timeline extension also applies to students with IEPs as well as students identified through 504, SST, or other appropriate processes on a case by case basis.

This timeline extension maintains and extends the current 2022 graduation requirements through 2027 for these identified students. A waiver option for the Year 2 Language Other Than English (LOTE) requirement and "c" category mathematics requirement would be available if the student has attempted to complete the requirements and the designated team deems appropriate. All other graduation requirements remain in place and are not affected by this waiver.

Beginning with the graduating class of 2024, students enrolled in a diploma of graduation program must complete all 15 UC/CSU "a-g" subject requirements with a passing grade.

Commencing with the graduating class of 2026, students enrolled in a diploma of graduation program will be required to complete all 15 UC/CSU "a-g" subject requirements with a letter grade of C or better.

GRADUATION - continued AR 3126

Minimum Curriculum Requirements, Graduating Classes of 2018-2021

	Years	Semester Hours
English	4	40
Social Studies	3	30
American History (10)		
American Government (5)		
Economics (5)		
World History and Geography (10)		
Physical Education	2	20
Mathematics (including Integrated Mathematics *I* or Algebra I)	2	20
Biological Science	1	10
Physical Science	1	10
Health	1/2	5
Visual or Performing Arts or Foreign Language	1	10

Minimum Curriculum Requirements, Graduating Classes of 2018-2021

Total Required Semester Hours	145
Total Elective Semester Hours	75
TOTAL	220

Students at the continuation high school must satisfactorily complete all required subjects and earn a total of 190 credits in Grades 9 through 12, as specified in AR 3210.

GRADUATION - continued AR 3126

Minimum Curriculum Requirements, Graduating Classes of 2022 and Beyond

	Years	Semester Hours
English	4	40
Social Studies	3	30
American History (10)		
American Government (5)		
Economics (5)		
World History and Geography (10)		
Physical Education	2	20
Mathematics (including Integrated Mathematics I or Algebra I)	3	30
Biological Science (Lab)	1	10
Physical Science (Lab)	1	10
Health	1/2	5
Visual or Performing Arts	1	10
Foreign Language	2	20
Total Required Semester Hours		175
Total Elective Semester Hours		45
TOTAL		220

Students at the continuation high school must satisfactorily complete all required subjects and earn a total of 190 credits in Grades 9 through 12, as specified in AR 3210.

Academic Studies Diploma

In addition to the above requirements, any student who satisfactorily completes all 15 a-g course requirements for UC/CSU will receive a seal of recognition on the diploma for completing a rigorous college preparatory course of study.

GRADUATION - continued AR 3126

State Seal Diploma Programs

In addition to the above requirements, any student who satisfactorily meets the state defined requirements for the diploma seal recognition including the State Seal of Biliteracy and the Golden State Merit Diploma will receive a seal of recognition on the diploma.

Transfer Students

Students who enter the Downey Unified School District shall meet the same graduation proficiency standards required of all other students.

Graduation Exercises

All high school graduation exercises shall be the function of the school and determined by parents, students, teachers, and school administration.

No student may participate in traditional senior activities or in the graduation ceremonies unless all attendance and curriculum requirements have been completed.

Students who qualify for a certificate of achievement or a certificate or recognition may participate in traditional senior activities and graduation.

Certificate of Achievement – A certificate of achievement shall be granted to students who complete all attendance and curriculum requirements but have not met the District's graduation proficiency standards.

Certificate of Recognition – A certificate of recognition shall be granted to students with an Individualized Educational Plan (IEP) who have made satisfactory progress toward IEP goals.

Early Graduation

Students who may comply with all graduation requirements by the end of the fall semester and who wish to graduate at that time must submit a letter of intent, with parent/guardian's signature, by November 1.

Columbus High School

In addition to the Graduation Proficiency requirements, graduates of Columbus High School will be regulated by the provisions of AR 3210. Their graduation will be an exercise separate from the other high school graduations and their diplomas will be from Columbus High School as set forth in the Education Code and Title 5.

Students who qualify for a certificate of achievement or a certificate of recognition may participate in traditional senior activities and graduation ceremonies.

Certificate of Achievement – A certificate of achievement shall be granted to students who complete all attendance and curriculum requirements but have not met the District's graduation proficiency standards.

Alternative Means to Complete the Prescribed Course of Study

Students desiring to use an alternative means such as supervised work experience, other outside work experience, interdisciplinary study, or private independent study to fulfill a graduation requirement must file a written request with the principal.

The principal will establish a committee consisting of an administrator, the student's counselor, department chairman of the course in question, and a teacher to evaluate the request.

The decision of the committee will be given to the student in writing. Any appeal of the decision must be directed to the Superintendent or designee.

Approved: 10/15/62, 6/19/89, 11/17/92, 5/2/95, 2/6/96, 12/9/97, 11/21/00, 9/16/03, 3/15/05, 3/7/06, 6/26/07, 9/6/16, 10/10/17

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

IV.C. REVIEW proposed secondary curriculum for adoption for the 2019-20 school year.

Type:
Discussion

Attachments:

CAHYA Curriculum

CAHYA Curriculum Sheet

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: July 11, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Education
Prepared by: Rani Bertsch, Ed.D., Director, Secondary

SUBJECT: TEEN TALK CURRICULUM

REVIEW ITEM

The Teen Talk Curriculum that meets the requirements of the California Healthy Youth Act and Education Code Sections 51930-51939 are coming to you for review. This curriculum and others were reviewed and chosen by a group of secondary teachers. The secondary curriculum has been on display for the public to review the contents for several weeks.

SUPERINTENDENT'S RECOMMENDATION:

REVIEW proposed secondary curriculum for adoption for the 2019-20 school year.

SECONDARY CURRICULUM RECOMMENDED

FOR ADOPTION 2019-2020

MIDDLE SCHOOL

COURSE: **Science 7-8**

Title of Proposed Curriculum	Lead Authors	Publisher
Teen Talk: Middle School For Grades 7 & 8	Kris Popplewell Ahmed, MPH, CHES Shanti Jensen Perryn Reis Anacely Vazquez-Carrillo	Health Connected
Teen Talk: Adapted for All Abilities	Perryn Reis Kehau Gunderson Deanna Quan	Health Connected

HIGH SCHOOL

COURSE: **Health 9-12**

Title of Proposed Curriculum	Lead Authors	Publisher
Teen Talk: High School For Grades 9-12	Kris Popplewell Ahmed, MPH, CHES Shanti Jensen Perryn Reis Anacely Vazquez-Carrillo	Health Connected
Teen Talk: Adapted for All Abilities	Perryn Reis Kehau Gunderson Deanna Quan	Health Connected

REGULAR BOARD OF EDUCATION MEETING AGENDA #1
Downey Unified School District
11627 Brookshire Avenue

Thursday, July 11, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

V.A. ADOPT proposed Management Administrative Regulation 4141.1 and Management Schedule and MAR 4141.2, SELPA and Deaf and Hard of Hearing (DHH) Management Schedules.

Type:
Action

Attachments:

MAR 4141.1 SELPA-ADMIN. SCHED.

MAR 4141.2 - DHH MANAGEMENT SCHEDULE

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

MAR 4141.1
SALARY SCHEDULE ~ S (SELPA)
2019-20

SELPA MANAGEMENT SALARY SCHEDULE

RANGE	CONTRACT DAYS	POSITION	A(001)	B(002)	C(003)	D(004)	F(005)
115	223	Director	$145,386 (651.96)	$148,292 (664.99)	$151,258 (678.29)	$154,284 (691.86)	$157,370 (705.70)
116	222	Program Specialist	$114,077 (513.55)	$116,334 (524.03)	$118,708 (534.72)	$121,130 (545.63)	$123,603 (556.77)

Doctorate: $2,738

Longevity:

After the 18th Year of Service with DUSD - $900

After the 23rd Year of Service with DUSD - $1,800

After the 28th Year of Service with DUSD - $2,700

BOARD APPROVED:

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

MAR 4141.2
SALARY SCHEDULE ~ S (DHH)
2019-20

DEAF AND HARD OF HEARING (DHH) MANAGEMENT SALARY SCHEDULE

RANGE	CONTRACT DAYS	POSITION	A(001)	B(002)	C(003)	D(004)	F(005)
117	202	Audiologist	$104,759 (518.60)	$106,896 (529.19)	$109,077 539.99	$111,303 (551.01)	$113,575 (562.25)
118	219	Principal	$121,937 (556.80)	$124,426 ($568.15)	$126,965 (579.75)	$129,556 (591.58)	$132,200 (603.65)
119	219	Assist. Principal	$104,904 (479.01)	$107,002 (488.59)	$109,142 (498.37)	$111,325 (508.33)	$113,552 (518.50)

Doctorate: $2,738

Longevity:

After the 18th Year of Service with DUSD - $900

After the 23rd Year of Service with DUSD - $1,800

After the 28th Year of Service with DUSD - $2,700

BOARD APPROVED: