

[DRAFT]

Published:

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue
Downey, California 90241
Tuesday, August 6, 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 Tuesday, August 6, 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. Martha E. Sodetani, Member of the Board of Education.

C. INVOCATION

Invocation to be delivered by Mrs. Barbara R. Samperi, 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 #3 for the Regular Meeting of the Board of Education held on August 6, 2019.

F. APPROVE Official Minutes of the Regular Board of Education Meetings held on June 18, 2019 and July 11, 2019, as submitted or with the necessary corrections.

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

- H. HEAR presentations on 2019 Summer School Programs by Summer School Principals.
- 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 July 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 Master Contract with Cleta Harder Developmental School for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
- D. RATIFY Master Contract with Del Sol School for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
- E. RATIFY Master Contract with Speech and Language Development Center for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
- F. RATIFY Agreement as submitted for services provided for Special Education Placement #201819-19C for the period of July 1, 2018 to June 30, 2019.
- G. RATIFY Agreement as submitted for services provided for Special Education Placement # 201819-45C for the period of July 1, 2018 to June 30, 2019.
- H. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-05 for the period of July 1, 2019 to June 30, 2020.
- I. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-08 for the period of July 1, 2019 to June 30, 2020.
- J. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-10 for the period of July 1, 2019 to June 30, 2020.
- K. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-11 for the period of July 1, 2019 to June 30, 2020.
- L. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-14 for the period of July 1, 2019 to June 30, 2020.
- M. RATIFY Agreement as submitted for services provided for Special Education Placement

#201920-16 for the period of July 1, 2019 to June 30, 2020.

- N. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-18 for the period of July 1, 2019 to June 30, 2020.
- O. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-19 for the period of July 1, 2019 to June 30, 2020.
- P. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-20 for the period of July 1, 2019 to June 30, 2020.
- Q. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-21 for the period of July 1, 2019 to June 30, 2020.
- R. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-22 for the period of July 1, 2019 to June 30, 2020.
- S. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-23 for the period of July 1, 2019 to June 30, 2020.
- T. RATIFY Agreement as submitted for services provided for Special Education Placement #201920-24 for the period of July 1, 2019 to June 30, 2020.
- U. AUTHORIZE updated signatories, as presented, effective July 1, 2019, and to remain in effect until subsequent action is taken by the Board of Education.
- V. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2018-19 fiscal year.
- W. APPROVE the Second Amendment to the Agreement for Claims Administration Services with York Risk Services Group, Inc., to be effective from July 1, 2019 through June 30, 2022.
- X. APPROVE renewal agreements with Williams Scotsman for the lease of portable buildings at Griffiths Middle School and Maude Price Elementary School.
- Y. APPROVE Revised Student Teaching Agreement between Western Governors University and Downey Unified School District effective August 1, 2019 through June 30, 2022.
- Z. AMEND Agreement No. 201819-140 with Elizabeth Gallardo to extend the agreement ending date from March 6, 2019 to December 30, 2019.
- AA. APPROVE the renewal of the refuse/recycling system contract for the 2019-20 fiscal year with CALMET Services, Inc., Paramount, in the amount of \$232,917.10, to be charged to the General Fund.
- BB. APPROVE revised 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.

- CC. APPROVE Agreement for Independent Consultant Services No. 201920-41 with Dr. John Larcabal, O.D., to provide mandated vision screening to students from August 14, 2019 through May 29, 2020.
- DD. RATIFY Agreement for Independent Consultant Services No. 201920-42 with Darrell Jackson to provide services for at-risk youth from July 1, 2019 - June 29, 2020.
- EE. RATIFY Agreement No. 201920-45 between Downey Unified School District and N2Y, LLC for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
- FF. RATIFY Service Agreement No. 201920-65 with Total Education Solutions to provide individual specialized academic instruction and speech/language services to a Downey Unified student from July 1, 2019 through June 30, 2020.
- GG. RATIFY Agreement for Independent Consultant Services No. 201920-66 with Miranda L. Cummings to provide voice writing consulting services to the Downey Adult School from July 1, 2019 through June 30, 2020.
- HH. RATIFY Service Agreement No. 201920-67 with DigiCal, Inc. to provide website hosting and maintenance services to the Downey Adult School from July 1, 2019 through June 30, 2020.
- II. APPROVE Service Agreement No. 201920-68 with Speechcom Inc. to provide speech therapy, assessments, and IEP attendance as needed by the Special Education Department from August 14, 2019 through June 30, 2020.
- JJ. APPROVE Service Agreement No. 201920-70 with Pacific Audiologics to provide hearing screenings to D.U.S.D. students at the request of the Student Services Department from August 1, 2019 through June 30, 2020.
- KK. APPROVE Agreement No. 201920-72 with Summit Speech Pathology Services, Inc. to provide speech and language therapy and attend IEP meetings at the request of the Special Education Department from August 14, 2019 through June 30, 2020.
- LL. RATIFY Agreement No. 201820-73 with Jewish Family & Children's Service of Long Beach and West Orange County to provide mental health services to Downey Unified students at the request of the Special Education Department from July 1, 2019 through June 30, 2020.
- MM. APPROVE Service Agreement No. 201920-76 with The Bayha Group to provide grant compliance and consulting services for the K12 Strong Workforce Program, the CTE Incentive Grant, and the Perkins Grant from September 1, 2019 through June 30, 2020.
- NN. RATIFY Agreement No. 201920-77 with Next Level Elevator, Inc. to provide elevator maintenance and repair services from July 1, 2019 through June 30, 2020.

OO. APPROVE Agreement No. 201920-78 with The Arc of Los Angeles & Orange Counties to provide custodial services at Warren and Downey High Schools from July 1, 2019 through June 30, 2020.

PP. APPROVE Agreement for Independent Consultant Services No. 201920-79 with Ms. Jenette Reneau to serve as an instructor for CPR certification courses to be held from August 12, 2019 through August 13, 2019.

QQ. APPROVE Service Agreement No. 201920-80 with Thrively, Inc. to provide a District-wide license to Thrively Pro for students and professional development for teachers from August 6, 2019 through June 30, 2020.

RR. APPROVE the USC School/School District Placement Agreement for graduate degree programs with USC Rossier School of Education and The USC Suzanne Dworak Peck School of Social Work effective August 1, 2019 through June 30, 2022.

SS. APPROVE Agreement No. 201920-81 with Jack Schreder & Associates, Inc. to perform a developer fee justification study for the possible assessment of developer fees on residential, commercial, and industrial development projects within the District.

TT. APPROVE Contract No. C-19313:19:24 with the Los Angeles County Office of Education to allow use of computer software for HRS and/or PSFS data from July 1, 2019 through June 30, 2024.

UU. APPROVE the 2019-20 Community Development Block Grant (CDBG) Subrecipient Grant Agreement between the City of Downey and the Downey Unified School District to provide counseling and group support services for at-risk youths in Downey.

VV. APPROVE the Memorandum of Understanding with Vavrinek, Trine, Day & Co., LLP (VTD) to provide Measure O financial and performance auditing services for the period of July 1, 2018 through June 30, 2019.

WW. APPROVE the Memorandum of Understanding with Vavrinek, Trine, Day & Co., LLP (VTD) to provide general auditing services for the period of July 1, 2018 through June 30, 2019.

XX. ACCEPT and APPROVE the use of the Fontana Unified School District Bid No. 18/19-1505 for the Purchase of Paper Products for Printing Services with Spicers Paper, Inc., Santa Fe Springs, in the estimated amount of \$150,000.00, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, terms and conditions.

YY. ACCEPT and APPROVE the use of the Garden Grove Unified School District Request for Proposal (RFP) No. 1806 for Fresh Bread and Bakery Products by the Downey Unified School District on an as-needed basis, to fill orders for bread and baked goods for the Food Services Department with the same advantages, terms and conditions.

ZZ. ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS)

Contract #3-18-58-0215G with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for audio-visual and technology solutions with the same advantages, terms and conditions.

- AAA. APPROVE Change Order #23 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$635,000.00, to be charged to Measure O Bond Funds.
- BBB. APPROVE Change Order #3 to Bid #18/19-12, Replacement of the Downey High School Swimming Pool Filtration System, with Condor, Inc., El Monte, in the amount of \$1,634.00, to be charged to Deferred Maintenance Funds.
- CCC. APPROVE Change Order #1 to Bid #18/19-14, Replacement of Kitchen Exhaust Hood at Lewis Elementary School, with R Dependable Construction, Inc., San Bernardino, in the amount of \$6,276.80, to be charged to the Food Services Fund.
- DDD. APPROVE Change Order #7 to Purchase Order #PO2W-2*347 with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of \$5,720.00, to be charged to Measure O Bond Funds.
- EEE. APPROVE Change Order #8 to Purchase Order #PO2W-2*347 with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of \$13,500.00, to be charged to Measure O Bond Funds.
- FFF.ACCEPT as complete Bid #18/19-12, Replacement of the Downey High School Swimming Pool Filtration System, with Condor, Inc., El Monte, in the final amount of \$551,358.00, with 75% of the amount to be charged to the Deferred Maintenance Fund, and 25% to be charged to the City of Downey, and; AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- GGG. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
- HHH. AUTHORIZE the service of the music teacher, as submitted, assigned on a Provisional Internship Permit, effective August 12, 2019 through June 1, 2020.
- III. AUTHORIZE the service of the education specialist teacher, as submitted, assigned on a Provisional Internship Permit, effective August 12, 2019 through June 1, 2020.
- JJJ. AUTHORIZE the service of the Film/TV Production teacher, as submitted, assigned on a Provisional Internship Permit, effective August 12, 2019 through June 1, 2020.
- KKK. RATIFY the establishment of one new position with duties corresponding to the current classification of Intermediate Clerical Assistant, assigned to the Special Education Department, eight hours per day, twelve months per year at range 115, \$3,217 - \$3,916 per month, effective June 24, 2019.

LLL. 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 and one-half hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 12, 2019.

MMM. APPROVE 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 August 12, 2019.

NNN. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Price 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.

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

PPP. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/ Multiply Handicapped, assigned to Williams Elementary School, six hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 12, 2019.

III. GENERAL ADMINISTRATIVE

- A. APPROVE the proposed 2019-20 Board of Education Goals.
- B. ADOPT Resolution No. 201920-02, Regarding Intention to Enter into a Joint Use Lease Agreement with Downey Foundation for Educational Opportunities.
- C. ADOPT new Board Policy and Administrative Regulation 2635, Tobacco.

IV. SPECIAL ADMINISTRATIVE SERVICES - Instruction

- A. REVIEW proposed secondary curriculum for adoption for the 2019-20 school year.
- B. DISCUSS proposed secondary curriculum for adoption for the 2019-20 school year.
- C. APPROVE proposed changes to Administrative Regulation 3126, Graduation.
- D. HEAR presentation on Career Technical Education (CTE) by John Harris, College and Career Director.

V. SPECIAL ADMINISTRATIVE SERVICES - Business

- A. APPROVE the schedule for elementary bus stops for the 2019-20 school year.

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 Monday, September 9, 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. Conference with Real Property Negotiators
- 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 #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

I.F. APPROVE Official Minutes of the Regular Board of Education Meetings held on June 18, 2019 and July 11, 2019, as submitted or with the necessary corrections.

Type:

Action

Attachments:

June 18 Board Minutes

July 11 Board Minutes

REGULAR BOARD OF EDUCATION MEETING AGENDA #16
Downey Unified School District
Published: Jun 13, 2019 03:59 PM

Tuesday, June 18, 2019
Open Session: 8:30 AM | Closed Session: 11:15 AM
11627 Brookshire Avenue

MINUTES

Attendance:

Attendees	Present/Absent	Arrival	Departure
Board Members			
Nancy Swenson	Present	8:30 AM	1:10 PM
Donald LaPlante	Present	8:30 AM	1:10 PM
Tod Corrin	Present	8:30 AM	1:10 PM
Mark Morris	Present	8:39 AM	1:10 PM
Giovanna Perez-Saab	Present	8:30 AM	1:10 PM
Barbara Samperi	Present	8:30 AM	1:10 PM
Martha Sodetani	Present	8:30 AM	1:10 PM
Superintendent			
John Garcia	Present	8:30 AM	1:10 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 - arrived at 8:39 a.m.
Giovanna Perez-Saab
Barbara R. Samperi
Martha E. Sodetani

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

- E. ADOPT Agenda #16 for the Regular Meeting of the Board of Education held on June 18, 2019.

Votes:

Motion:

Motion By: Martha Sodetani

Seconded By: Giovanna Perez-Saab

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

Result: PASSED

- F. APPROVE Official Minutes of the Special Board of Education Meeting held on May 23, 2019, and the Special Board of Education Meeting held on May 29, 2019, as submitted or with the necessary corrections.

Votes:

Motion:

Motion By: Martha Sodetani

Seconded By: Giovanna Perez-Saab

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

Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

- G. 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.

Mr. Morris arrived at 8:39 a.m., and the vote shall reflect that of seven members from this point forward.

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

Minutes:

Mrs. Perez-Saab welcomed the new Principals to today's meeting.

Mr. LaPlante discussed the legislature and the possibility of receiving additional funding for Special Education.

Mrs. Samperi complimented Stauffer Middle School on the parent brochure and thought it was very impressive. She had the pleasure of attending the Adult School graduation ceremony and appreciated the student speaker's story of getting out of an abusive relationship, which was very moving. Mrs. Samperi thanked staff for the Executive Summary which was very impressive.

Mr. Corrin also appreciated receiving the Executive Summary that shows the many successes we have had this year. He agreed with Mrs. Samperi about the Stauffer Middle School brochure and is glad that we provide great information to our families.

Mrs. Sodetani reported that it has been a very busy time with many things happening, adding that it is time to celebrate and be thankful for what we have.

Dr. Garcia echoed Mrs. Samperi's comments about the Adult School student speaker who had a great inspirational story. He recognized John Harris, his time, and the Bayha Group for placing over 100 MADE students in work experience internships and added that he had the pleasure of welcoming all of them. Dr. Garcia recognized Dr. Veronica Lizardi and Michael Martinez for their work in preparing the LCAP and Budget that are on today's agenda.

Dr. Garcia thanked Joseph Quinonez for his past four years of service to the district and added that he has taken the lead on all Measure O projects and is leaving many things for the community to enjoy. He wished Joe the best in his retirement. Dr. Garcia welcomed our newest principals: Diana Verduzco at Carpenter Elementary; Sylvia Ramirez at Gauldin Elementary; Dr. Xochitl Ortiz at Columbus High; Connie Quintero at Sussman Middle; and Rebecca Piepho-Su at DHH. He also introduced Cindy Rodriguez, Assistant Principal at DHH, and announced that it is nice to officially have the DHH program as part of the DUSD family.

- I. HEAR Public on items not appearing on the Agenda.

Minutes:

There was no response.

II. CONSENT AGENDA

Minutes:

Mr. Morris asked to pull Agenda Item II-H from the Consent Agenda.

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

- 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. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case #2019020034 and AUTHORIZE payments as set forth within said agreement.
- D. APPROVE listed school personnel from Downey and Warren High Schools as representatives to the San Gabriel Valley League for the 2019-20 school year.
- E. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2018-19 fiscal year.
- F. 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 April 2019, covered by Payroll Orders issued through May 2019.
- G. RATIFY B Warrants for Downey Unified School District, falling between numbers 25267353 and 25326431, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning May 1, 2019 and ending May 31, 2019.
- H. APPROVE the Developer Mitigation Agreement and AUTHORIZE the superintendent or designee to enter into the Agreement and to take all steps and perform all actions necessary to execute and implement the Developer Mitigation Agreement.

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

- I. APPROVE Agreement with GoGuardian for License and Service Agreement for

GoGuardian Teacher from July 1, 2019 through June 30, 2020.

- J. RATIFY Service Agreement No. 201819-191 with Providence Speech and Hearing to provide a speech independent education evaluation from May 16, 2019 through September 30, 2019.
- K. APPROVE Service Agreement No. 201819-197 with Tacos Los 2 Amigos to provide catering services at the District Administration Building on June 20, 2019.
- L. RATIFY Service Agreement No. 201819-198 with Adventure Creations, Inc., dba Super Game Bus to provide a game bus and photo booth at Sussman Middle School on May 31, 2019.
- M. RATIFY Agreement for Independent Consultant Services No. 201819-199 with Sara Santos to provide counseling services to the Special Education Department from August 21, 2018 through May 30, 2019.
- N. RATIFY Agreement No. 201819-201 with The George Washington University to provide a planned, supervised internship for students in the Speech/Language Pathology program at George Washington University from May 1, 2019 through April 30, 2024.
- O. APPROVE Service Agreement No. 201920-05 with Alpha Interpreting Agency to provide interpreter services to the Deaf and Hard of Hearing Program as needed from July 1, 2019 through June 30, 2020.
- P. APPROVE Service Agreement No. 201920-07 with Purple Communications, Inc. to provide interpreter services to the Deaf and Hard of Hearing Program from July 1, 2019 through June 30, 2020.
- Q. APPROVE Service Agreement No. 201920-15 with Cross Country Staffing Inc., dba Mediscan Staffing Services, to provide licensed health care providers to the Special Education Department as needed during the 2019-20 fiscal year.
- R. RATIFY Service Agreement No. 201920-28 with Haynes Family of Programs - DBA: S.T.A.R. Academy to provide compensatory services for a DUSD student for the 2019-20 fiscal year, effective June 1, 2019 through December 30, 2019.
- S. APPROVE Service Agreement No. 201920-29 with The Flippen Group to provide Capturing Kids' Hearts teacher workshops during the 2019-20 fiscal year.
- T. APPROVE Agreement No. 201920-30 with Dannis Woliver Kelley, Attorneys at Law, to provide legal advice and counseling services to the District from July 1, 2019 through June 30, 2020.
- U. APPROVE Agreement No. 201920-35 with Project Lead The Way to provide curricular programs and software from July 1, 2019 through June 30, 2020.
- V. APPROVE Service Agreement No. 201920-36 with Carrot Group, Inc. to provide services

related to designing, launching and operating an eSports Tournament for DUSD students from July 1, 2019 through June 30, 2020.

- W. APPROVE Service Agreement No. 201920-37 with The Bayha Group to provide support and assistance to the MADE program from July 1, 2019 through August 30, 2019.
- X. APPROVE Agreement No. 201920-38 with The Regents of the University of California, Davis, to provide a program and curricula for computing and STEM education (C-STEM) from June 18, 2019 through July 31, 2020.
- Y. APPROVE Agreement for Independent Consultant Services No. 201920-39 with Helping the Behaviorally Challenging Child to provide professional development in-service at Calvary Chapel Christian School on August 5, 2019.
- Z. AWARD a Lease-Leaseback Construction Contract against Request for Proposals (RFP) #2017/2018-05 for Preconstruction and Lease-Leaseback Services for the Griffiths Middle School Modernization Project, to Erickson-Hall Construction Company, Escondido, in the guaranteed maximum price (GMP) amount of \$39,428,391.00, to be charged to Measure O Bond Funds.
- AA. AUTHORIZE the advertisement for Bid #19/20-01, Construction of New Kindergarten Playground at Carpenter Elementary School, to be charged to Measure O Bond Funds.
- BB. APPROVE Change Order #3 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 -\$5,912.50, to be charged to the General Fund.
- CC. APPROVE Change Order #1 to Purchase Order #192371 for on-line court reporting access services at the request of the Downey Adult School with the College of Court Reporting, Valparaiso, Indiana, in the increased amount of \$2,800.00, to be charged to the Adult School Fund.
- DD. APPROVE Change Order #1 to Purchase Order #193313 for preliminary environmental assessment activity services at Stauffer Middle School at the request of the Facilities Department with Ninyo & Moore, Los Angeles, in the increased amount of \$3,200.00, to be charged to Measure O Bond Funds.
- EE. APPROVE Change Order #1 to Purchase Order #193315 for preliminary environmental assessment activity services at Doty Middle School at the request of the Facilities Department with Ninyo & Moore, Los Angeles, in the increased amount of \$6,300.00, to be charged to Measure O Bond Funds.
- FF. APPROVE Change Order #21 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$21,406.00, to be charged to Measure O Bond Funds.
- GG. APPROVE Change Order #2 to Bid #18/19-12, Replacement of the Downey High School Swimming Pool Filtration System, with Condor, Inc., El Monte, in the amount of

\$6,274.00, to be charged to Deferred Maintenance Funds.

- HH. ACCEPT as complete Emergency Resolution No. 201819-10, Gas Leak Repairs and Gas Line Replacement at Downey High School, with MBS Engineering, Inc., San Ramon, in the final amount of \$163,437.35, to be charged to the General Fund, and; AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- II. APPROVE the June 2019 budget transfers and adjustments for the 2018-19 fiscal year.
- JJ. APPROVE the transfer of \$1,000,000.00 from the Unrestricted General Fund to the Adult Education Fund.
- KK. APPROVE the transfer of funds from the Unrestricted General Fund to the Deferred Maintenance Fund in an amount approximate to 1%, or \$2,568,942.00, of General Fund expenditures.
- LL. APPROVE the transfer of \$80,000.00 from the Unrestricted General Fund to the Property and Liability Self-Insurance Fund.
- MM. ACKNOWLEDGE receipt of claim dated May 4, 2019 and received May 17, 2019, submitted by Sylvia Gonzalez, Attorney, on behalf of a minor, Claim No. 1806067, and REJECT claim in compliance with Government Code Section 911-15 and 945.
- NN. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
- OO. AUTHORIZE the approval of the Committee on Assignments to approve teaching assignments based on special skills and preparation for a maximum of one school year at a time, for the 2019-20 school year, pursuant to Education Code Section 44258.7 (c) & (d).
- PP. APPROVE the abolishment of two Campus Security Assistant, one Child Care Assistant, and one Custodian positions, effective June 19, 2019.
- QQ. APPROVE the establishment of one new limited-term position with duties corresponding to the current classification of Intermediate Clerical Assistant, assigned to the Food Services Department, eight hours per day, at range 115, \$3,217 - \$3,916 per month, effective August 2, 2019 through November 22, 2019.
- RR. APPROVE the establishment of one new limited-term position with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual, assigned to the Food Services Department, eight hours per day, at range 415, \$3,298 - \$4,014 per month, effective August 2, 2019 through November 22, 2019.
- SS. ACCEPT the names of those classified employees who are eligible to receive the Professional Growth Award for the five-year period ending June 30, 2019; and APPROVE

payment thereof.

III. GENERAL ADMINISTRATIVE

- A. HEAR a presentation from Julia Wright, Teacher on Special Assignment, regarding Downey Unified's Induction and TIP programs.
- B. HEAR a presentation by Dr. Wayne Shannon, Assistant Superintendent of Elementary Education, and Dr. Patricia Sandoval, Director of Special Education, updating the Board on the SELPA restructuring.
- C. HEAR a presentation by Phil Davis, Member of the Board of Directors of the Mary R. Stauffer Foundation, honoring Dr. Mary Stauffer for her contributions to the students of the Downey Unified School District.
- D. APPROVE request for an attendance allowance due to reduced attendance on February 14, 2019, due to a direct threat made against students and staff of Warren High School on social media. Many of our students stayed home, resulting in an additional 1,316 absences on that day.

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

- E. APPROVE the Downey Adult School Drug and Alcohol Abuse Prevention Program.

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

IV. SPECIAL ADMINISTRATIVE SERVICES - Business

Minutes:

The meeting was recessed at 10:02 a.m., and reconvened at 10:15 a.m.

A. APPROVE the draft 2019-2021 Local Control Accountability Plan (LCAP).

Minutes:

The Board of Education approved the draft 2019-2021 Local Control Accountability Plan (LCAP) including the LCAP Federal Addendum for the 2019-20 school year.

Votes:

Motion:

Motion By: Martha Sodetani

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
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Result: PASSED

- B. ADOPT the Budget for the 2019-20 fiscal year.

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

V. SPECIAL ADMINISTRATIVE SERVICES - Instruction

- A. HEAR a presentation by Alyda Mir, Director of Secondary Education, and Michael Gregory, Teacher Specialist, on the California Healthy Youth Act.
- B. HEAR a presentation by John Harris, Director of College and Career Readiness, on Changes to Graduation Policy, Administrative Regulation 3126.
- C. APPROVE the middle school and high school novels proposed for adoption for the 2019-20 school year.

Votes:

Motion:

Motion By: Mark Morris

Seconded By: Barbara Samperi

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

Result: PASSED

- D. APPROVE the proposed 2019-20 Downey Adult School Course of Study.

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

- E. APPROVE Court Reporting curriculum hours of 1,010 for Downey Adult School.

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

VI. SPECIAL ADMINISTRATIVE - Personnel

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

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

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

- C. CLOSE the Public Hearing to hear public response to the Initial Bargaining Proposal(s) from California School Employees Association, Chapter #746.

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

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

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 Sodehani	YES

Result: PASSED

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

Minutes:

There was no response.

Votes:

Motion:

Motion By: Giovanna Perez-Saab

Seconded By: Mark Morris

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

Perez-Saab	
Barbara Samperi	YES
Martha Sodetani	YES

Result: PASSED

- F. CLOSE the Public Hearing to hear public response to the Initial Bargaining Proposals(s) with California School Employees Association, Chapter #746.

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

- G. REVIEW for adoption the proposed Management Administrative Regulation 4141.1 and Management Administrative Regulation 4141.2, SELPA and DHH Management Salary Schedules.
- H. REVIEW proposed revision to Management Administrative Regulation 4154, Absences - Illness.
- I. HEAR a presentation by Joe Quinonez, Director, Facilities, Planning & Development, on Measure "O" projects.

VII. ITEMS FOR FUTURE AGENDA

VIII. NEXT MEETING

Minutes:

The next meeting of the Board of Education will be a Regular Meeting to be held on Thursday, July 11, 2019 at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

The meeting was recessed at 11:55 a.m., and reconvened at 12:05 p.m.

IX. CLOSED SESSION to discuss:

Minutes:

The Board of Education retired into Closed Session at 12:05 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations and the Superintendent's Evaluation, and reconvened into Open Session at 1:07 p.m.

X. 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 1:10 p.m.

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
Published: Jul 09, 2019 05:58 AM

Thursday, July 11, 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	7:48 PM
Donald LaPlante	Present	5:00 PM	7:48 PM
Tod Corrin	Present	5:00 PM	7:48 PM
Mark Morris	Present	5:00 PM	7:48 PM
Giovanna Perez-Saab	Present	5:00 PM	7:48 PM
Barbara Samperi	Present	5:00 PM	7:48 PM
Martha Sodetani	Present	5:00 PM	7:48 PM
Superintendent			
John Garcia	Present	5:00 PM	7:48 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 #1 for the Regular Meeting of the Board of Education held on July 11, 2019.

Minutes:

Agenda #1 adopted, including corrected agenda page #417.

Votes:

Motion:

Motion By: Martha Sodetani

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

- F. APPROVE Official Minutes of the Regular Board of Education Meeting held on June 4, 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

- G. APPROVE the President's recommendation for the Board of Education Members to various responsibilities:

Minutes:

City/School District Task Force - Mr. Corrin and Mrs. Samperi

Votes:

Motion:

Motion By: Mark Morris

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

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

Minutes:

Correspondence was officially received from Sandi Padilla regarding the California Healthy Youth Act and Teen Talk.

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

Minutes:

Mrs. Perez-Saab appreciated receiving the graduation statistics. She discussed the safety reasons for having defibrillators in our schools. Mrs. Perez-Saab enjoyed visiting the summer school program at Unsworth. She stated that her

husband's law firm has had the pleasure of having MADE interns working in his office and is very happy with our students.

Mrs. Samperi reported there were 1,977 graduates this year. She announced that over \$537,000 in scholarships were donated from local businesses and community members this year and thanked them for their commitment to our students.

John Harris added that we won't have a confirmed number of graduates for this school year until the end of summer due to students taking summer school.

Mr. Morris noted that we will always have 20 to 40 students who are not capable of meeting the new a-g graduation requirements. He was happy to see the confirming letter of the Columbus High School accreditation and congratulated staff for this achievement. Mr. Morris asked for additional information on our Blue Shield claims as to why the costs are so high. He thanked the administration for all they do for our students through the STEAMworks program, noting the students have a great time.

Mrs. Sodetani reported that the All District Band marched in the Palos Verdes 4th of July Parade and thanked Dr. Stauffer for her help funding the uniforms. She had the pleasure of attending the Schools To Watch ceremony in Washington, DC where Doty Middle School was recognized and they were able to meet with Congresswoman Roybal-Allard and Senator Diane Feinstein's representative. Mrs. Sodetani noted that the federal government has not been providing the funding for special needs students but that the government is going to start funding it more each year. She noted that she was saddened by the death of teacher Sarah Jamison who lived a life full of love and joy. Mrs. Sodetani announced that the District broke ground at Sussman Middle School today with shovels and hard hats.

Mr. Corrin reported that he has been on the Board for 15 years but had never had the pleasure of attending the Schools To Watch conference. He was impressed with Doty Middle School's presentation which was outstanding.

Ms. Swenson added that it is great talking with teachers at the Schools To Watch conference and getting to see them outside of the classroom. She also announced that August 10 from 8:00 a.m. to noon, Warren High will be having a fitness fair.

Dr. Garcia recognized Personnel Commissioner Angie Rademaker in attendance tonight and thanked her for all she does for our classified employees. He also recognized Dr. Bertsch and Dr. Jagielski and noted it is great to have them at the

District Office now. Dr. Garcia reiterated that he was very proud of Doty Middle School at the Schools To Watch celebration. He added that it was exciting to receive the official word about the Columbus High School accreditation and their six-year accreditation status.

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

Minutes:

The following were heard on the Teen Talk curriculum for the California Healthy Youth Act:

Amy Newman
Sandra Padilla
Masan Hussein

II. CONSENT AGENDA

Votes:

Motion:

Motion By: Tod Corrin

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

- 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. APPROVE 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.

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

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

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. 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.

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

VI. ITEMS FOR FUTURE AGENDA

VII. NEXT MEETING

Minutes:

The meeting was recessed at 6:17 p.m. and reconvened at 6:24 p.m.

VIII. CLOSED SESSION to discuss:

Minutes:

The Board of Education retired into Closed Session at 6:25 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations and Superintendent's Evaluation, and reconvened into Open Session at 7:47 p.m.

- IX. 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 7:48 p.m. in memory of Sarah Jamison, Ray Rademaker, Randi Swobada and Warren Tow.

Board of Education
DOWNEY UNIFIED SCHOOL DISTRICT

Nancy A. Swenson, President

Tod M. Corrin, Clerk

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 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 July 2019.

Type:

Consent

Attachments:

Donation Board Card

Downey Unified School District

Office of the Superintendent

DATE: August 6, 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. Donations in the total of \$9,000.00 from John Kennedy, to be used in support of various CTE and PLTW programs at Downey High School;
2. Donation of a PCNC 440 Mill from TCI Precision Metals, value determined by donor to be \$12,765.30, to be used in support of the Engineering program at Downey High School.

SUPERINTENDENT'S RECOMMENDATION:

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

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

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

Downey Unified School District
Office of the Superintendent

DATE: August 6, 2019
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

<u>First</u>	<u>Last</u>	<u>Position</u>	<u>Dates</u>	<u>Conference Title</u>	<u>Location</u>
Raul	Guerrero	Teacher	7/8/2019	Mariachi Workshop	Las Vegas, NV
Cindy	Grafton	Asst. Principal	7/10/2019 to 7/12/2019	COE Conference	Biloxi, MS
Nanette	Johnson	TOSA	7/22/2019 to 7/26/2019	2-Day Math Academy	Los Angeles
Jayme	Tao	Teacher	7/22/2019 to 7/24/2019	AVID Summer Institute	Anaheim
Karen	McDermott	Teacher	7/22/2019 to 7/24/2019	2019 Strengths Academy Conf.	Palm Springs
Katherine	Nicassio	Teacher	7/22/2019 to 7/24/2019	2019 Strengths Academy Conf.	Palm Springs
Anthony	Zegarra	Principal	7/22/2019 to 7/24/2019	2019 Strengths Academy Conf.	Palm Springs
Noelia	Ventura	Teacher	7/23/2019 to 7/26/2019	Intro to CGI Dual Language Focus	Los Angeles
Concha	Cabrera	Teacher	7/25/2019 to 7/26/2019	2-Day Math Academy	Los Angeles
Matt	Donahue	Teacher	7/25/2019 to 7/26/2019	2-Day Math Academy	Los Angeles
Jacqueline	Hamano	Teacher	7/25/2019 to 7/26/2019	2-Day Math Academy	Los Angeles
Dimitra	Liakopoulos	Teacher	7/25/2019 to 7/26/2019	2-Day Math Academy	Los Angeles
Sara	Maples	Teacher	7/25/2019 to 7/26/2019	2-Day Math Academy	Los Angeles
Steven	Partnoff	Teacher	7/25/2019 to 7/26/2019	2-Day Math Academy	Los Angeles
Alex	Santos	Teacher	7/25/2019 to 7/26/2019	2-Day Math Academy	Los Angeles
Patricia	Gonzalez-Sandoval	Director	7/29/2019 to 7/31/2019	Calif MTSS Prof. Learning Inst.	Long Beach
Anthony	Mercado	Program Administrator	7/29/2019 to 7/31/2019	Calif MTSS Prof. Learning Inst.	Long Beach
Reynaldo	Vargas	Program Administrator	7/29/2019 to 7/31/2019	Calif MTSS Prof. Learning Inst.	Long Beach
Miguel	Moreno	TOSA	8/5/2019 & 8/6/2019	CAASPP Summer Institute	Woodland Hills
David	Cha	Teacher	9/9/2019	UC High School Counselor Conf.	Anaheim
Stephanie	Fisher	Teacher	9/9/2019	UC High School Counselor Conf.	Anaheim
Maria	Franco	Teacher	9/9/2019	UC High School Counselor Conf.	Anaheim
Andrea	Harris	Teacher	9/9/2019	UC High School Counselor Conf.	Anaheim
Garineh	Kozhaya	Teacher	9/9/2019	UC High School Counselor Conf.	Anaheim
Deanna	Mack	Teacher	9/9/2019	UC High School Counselor Conf.	Anaheim
Daniel	Mendez	Teacher	9/9/2019	UC High School Counselor Conf.	Anaheim
Edgar	Orejel	Teacher	9/9/2019	UC High School Counselor Conf.	Anaheim
Paul	Tse	Teacher	9/9/2019	UC High School Counselor Conf.	Anaheim
Linda	Osborn	Career Ed / WA I	9/17/2019 to 9/19/2019	WAI Advisory Leadership Meeting	Sacramento
David	Cha	Teacher	9/20/2019	CSU Counselors Conf.	Anaheim
Wayne	Evans	Counselor	9/20/2019	CSU Counselors Conf.	Anaheim
Stephanie	Fisher	Teacher	9/20/2019	CSU Counselors Conf.	Anaheim
Andrea	Harris	Teacher	9/20/2019	CSU Counselors Conf.	Anaheim
Karla	Lopez	Teacher	9/20/2019	CSU Counselors Conf.	Anaheim
Deanna	Mack	Teacher	9/20/2019	CSU Counselors Conf.	Anaheim
Paul	Tse	Teacher	9/20/2019	CSU Counselors Conf.	Anaheim
Zachary	Zakour	Counselor	9/20/2019	CSU Counselors Conf.	Anaheim
Joanna	Peterson	Sr. Personnel Asst.	10/2/2019 to 10/4/2019	CSC 2019 Conf. (EdJoin)	Monterey
Ana	Thorne	Admin. Secretary	10/2/2019 to 10/4/2019	CSC 2019 Conf. (EdJoin)	Monterey
Blanca	Rochin	Principal	11/5/2019 to 11/9/2019	ACSA Leadership Summit	San Francisco
Cindy	Grafton	Asst. Principal	11/20/2019 to 11/22/2019	CTE Conf.	Rancho Mirage
Blanca	Rochin	Principal	11/20/2019 to 11/22/2019	CTE Conf.	Rancho Mirage
John	Garcia	Superintendent	12/5/2019 to 12/07/2021	CSBA Annual Education Conf.	San Diego

Don	LaPlante	Board Member	12/3/2019 to 12/07/2021	CSBA Annual Education Conf.	San Diego
John	Garcia	Superintendent	1/29/2020 & 1/31/2020	ACSA Superintendents' Symposium	Indian Wells

SUPERINTENDENT'S RECOMMENDATION:

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

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.U. AUTHORIZE updated 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:

Signatories 2019-20 PDF

Downey Unified School District

Business Services

DATE: August 6, 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 August 6, 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:

<u>School</u>	<u>Principal</u>	<u>Other</u>
Columbus	Xochitl Ortiz	Karin Warzybok , Student Body Council Advisor Scott Marshall, Counselor
Downey	LeRoy T. Houts	Kelsey Simpson , Asst. Principal Scott Fleming, Asst. Principal Andrea Sims, Activities Director
Warren	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:

<u>School</u>	<u>Director/Principal</u>	<u>Other</u>
Doty	Brent Shubin	Humberto Franco Garcia, Vice Principal
Sussman	Connie Quintero	Anita Arora, Vice Principal
Columbus	Xochitl Ortiz	Scott Marshall, Counselor
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 **updated** signatories, as presented, effective July 1, 2019, and to remain in effect until subsequent action is taken by the Board of Education.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.V. 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:

2018-19 Purchase Orders

DOWNEY UNIFIED SCHOOL DISTRICT
PURCHASE ORDER LISTING FOR AUGUST 2019

FUND 01.0 GENERAL \$283,756.70	190607	196428	196499	196682	AR196442	AR196685	AR196884
	190611	196432	196500	196687	AR196444	AR196688	AR196886
	190622	196436	196652	196740	AR196673	AR196692	B190341
	190634	196441	196653	196754	AR196674	AR196693	B190672
	190641	196443	196654	196878	AR196676	AR196695	B190685
	190656	196445	196655	196484A	AR196678	AR196755	B190826
	191989	196493	196664	AR196429	AR196679	AR196879	B190830
	196328	196496	196672	AR196430	AR196680	AR196880	B194307
	196350	196497	196675	AR196433	AR196681	AR196883	E197098
FUND 11.0 ADULT \$1,678.03	AR196683 AR196684 AR196686 AR196694						
FUND 13.0 CAFETERIA \$69,133.50	196426 196434						
FUND 14.0 DEFERRED MAINTENANCE \$4,520.50	195257 195389						
FUND 21.0 BOND MEASURE O \$114,827.48	196662 196666 196677 161015D 175656B 180165A						
FUND 67.0 SELF INSURANCE \$27,281.11	196690						

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.W. APPROVE the Second Amendment to the Agreement for Claims Administration Services with York Risk Services Group, Inc., to be effective from July 1, 2019 through June 30, 2022.

Type:

Consent

Attachments:

York Second Amendment

**SECOND AMENDMENT
TO THE AGREEMENT FOR CLAIMS ADMINISTRATION SERVICES**

This Second Amendment to that certain Agreement for Claims Administration Services dated as of July 1, 2016 and as subsequently amended (the "Agreement") by and between DOWNEY UNIFIED SCHOOL DISTRICT ("Client") and YORK RISK SERVICES GROUP, INC. ("York");

WITNESSETH

WHEREAS, the parties wish to extend the term of their Agreement; and

WHEREAS, the parties wish to amend the fee schedule of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section II entitled "TERM OF AGREEMENT" shall be revised to include the following:

"This term of this Agreement has been extended to include the period from July 1, 2019 through June 30, 2022."

2. Section XI of the Agreement is hereby amended to add the following new paragraph E:

"E. This Agreement may be terminated by either party by delivery of not less than sixty (60) days' written notice to the other party."

3. Effective July 1, 2019, Exhibit A of the Agreement shall no longer apply. From and after such date, the provisions set forth in the attached Exhibit A will apply instead.
4. All other terms of the Agreement shall remain in force and unchanged. Any conflicts between this Amendment and the original Agreement, including prior executed amendments, shall be superseded by the terms provided herein.

In witness whereof, the parties have executed this amendment to be effective as of July 1, 2019.

DOWNEY UNIFIED SCHOOL DISTRICT

YORK RISK SERVICES GROUP, INC.

By: _____

By: _____

Name: Christina Aragon, Associate Supt. Business Services

Jody A. Moses
Executive Vice President

Date: August 6, 2019

Date: _____

EXHIBIT A

	ANNUAL FEE FOR CLAIMS ADMINISTRATION (Invoiced Quarterly)
July 1, 2019 – June 30, 2020	Designated Adjuster, \$166,222
July 1, 2020 – June 30, 2021	Designated Adjuster, \$166,222
July 1, 2021 – June 30, 2022	Designated Adjuster, \$169,547

The following Managed Care Fees are processed as Allocated Loss Adjustment Expense to the individual claim files.

Managed Care	FY 19/20	FY 20/21	FY 21/22
Bill Review	\$17.17	\$17.17	\$17.43
Utilization Review – Level 1	\$0	\$0	\$0
Utilization Review – Level 2	\$150.86	\$150.86	\$153.12
Utilization Review – Level 3	\$150.86	\$150.86	\$153.12
Physician Review	\$242.00	\$242.00	\$246.00
Case Management	\$100/hr.	\$100/hr.	\$100/hr.
Medical Provider Network	\$48/claim	\$48/claim	\$48/claim

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.X. APPROVE renewal agreements with Williams Scotsman for the lease of portable buildings at Griffiths Middle School and Maude Price Elementary School.

Type:

Consent

Attachments:

Griffiths and Price Lease Agreement Renewals



An ALGECO SCOTSMAN Company

**AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)**
D.U.S.D. Agreement No. 201920-83

LESSEE:
Downey Unified School District
11627 Brookshire Ave
Downey, CA 90241

EQUIPMENT LOCATION:
Price School
9513 Tweedy Lane
Downey, CA 90240

Contract Number: OMB: 154180

Equipment Serial/Complex Number: CPX-66172 (GCD 31612/13)

Value: \$48,944.10

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 04/01/2004 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 07/01/2019 through 06/30/2020 (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$400.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 30th day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. This Line Left Blank
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: Downey Unified School District

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: _____

Signature: _____

Print Name: Christina Aragon

Print Name: _____

Title: Associate Superintendent, Business Services

Title: _____

Date: August 6, 2019

Date: _____



An ALGECO SCOTSMAN Company

**AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)**

D.U.S.D. Agreement No. 201920-83

LESSEE:
Downey Unified School District
11627 Brookshire Ave
Downey, CA 90241

EQUIPMENT LOCATION:
Price School
9513 Tweedy Lane
Downey, CA 90240

Contract Number: OMB: 172395

Equipment Serial/Complex Number: CPX-66178 (GCD 31678/79)

Value: \$46,651.92

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 04/01/2004 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 07/01/2019 through 06/30/2020 (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$400.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 30th day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. This Line Left Blank
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: Downey Unified School District

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: _____

Signature: _____

Print Name: Christina Aragon

Print Name: _____

Title: Associate Superintendent, Business Services

Title: _____

Date: August 6, 2019

Date: _____



An ALGECO SCOTSMAN Company

AMENDMENT TO LEASE AGREEMENT (LEASE TERM RENEWAL)

D.U.S.D. Agreement No. 201920-83

LESSEE:
Downey Unified School District
11627 Brookshire Ave
Downey, CA 90241

EQUIPMENT LOCATION:
Griffiths Middle School
9633 Tweedy Lane
Downey, CA 90240

Contract Number: 294865

Equipment Serial/Complex Number: CPX-10161 (MDT 55358/59)

Value: \$29,401.08

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 12/18/2012 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 07/01/2019 through 06/30/2020 (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$450.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 18th day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. This Line Left Blank
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: Downey Unified School District

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: _____

Signature: _____

Print Name: Christina Aragon

Print Name: _____

Title: Associate Superintendent, Business Services

Title: _____

Date: August 6, 2019

Date: _____



An ALGECO SCOTSMAN Company

**AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)**

D.U.S.D. Agreement No. 201920-83

LESSEE:
Downey Unified School District
11627 Brookshire Ave
Downey, CA 90241

EQUIPMENT LOCATION:
Price School
9513 Tweedy Lane
Downey, CA 90240

Contract Number: 314930

Equipment Serial/Complex Number: CPX-10164 (MDT 55364/65)

Value: \$29,401.08

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 03/07/2013 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 07/01/2019 through 06/30/2020 (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$490.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 7th day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. This Line Left Blank
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: Downey Unified School District

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: _____

Signature: _____

Print Name: Christina Aragon

Print Name: _____

Title: Associate Superintendent, Business Services

Title: _____

Date: August 6, 2019

Date: _____



An ALGECO SCOTSMAN Company

AMENDMENT TO LEASE AGREEMENT (LEASE TERM RENEWAL)

D.U.S.D. Agreement No. 201920-83

LESSEE:
Downey Unified School District
11627 Brookshire Ave
Downey, CA 90241

EQUIPMENT LOCATION:
Price School
9513 Tweedy Lane
Downey, CA 90240

Contract Number: 314930

Equipment Serial/Complex Number: CPX-09994 (MDT 55332/33)

Value: \$29,401.08

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 03/07/2013 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 07/01/2019 through 06/30/2020 (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$492.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 7th day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. This Line Left Blank
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: Downey Unified School District

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: _____

Signature: _____

Print Name: Christina Aragon

Print Name: _____

Title: Associate Superintendent, Business Services

Title: _____

Date: August 6, 2019

Date: _____

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.Y. APPROVE Revised Student Teaching Agreement between Western Governors University and Downey Unified School District effective August 1, 2019 through June 30, 2022.

Type:

Consent

Attachments:

Western Governors Revised Agreement



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Downey Unified School District ("District"), and is effective August 1, 2019 through June 30, 2022.

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a district employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

B. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort and may receive an invitation to participate in an annual focus group.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a clear credential in the content area in which the Cooperating Teacher is providing supervision;
- Has a minimum of three years of teaching experience (five years preferred) of content area K-12 teaching experience, with two or more years teaching in the current school, and has demonstrated exemplary teaching practices as determined by the employer and the preparation program;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Has successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Models consistently the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - caring and considerate
 - affirming of diversity and cross-culturally competent
 - a reflective practitioner
 - equitable and fair
 - committed to the belief that all students can learn
 - collaborative
 - technologically proficient
 - professional in leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.

- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage Cooperating Teachers to participate annually in WGU's Evaluation Form Calibration.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
 - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to

individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District's students should be agreed directly between the District and Teacher Candidates.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

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

WGU

By: Stacey Ludwig Johnson

Title: VP, Academic Operations

Point of Contact:

Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

DISTRICT

By: _____

Title: Assistant Superintendent, Certificated HR

Date: 7/26/2019

Point of Contact:

Email: almir@dusd.net

Phone: 562-469-6241

For legal notices:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

For legal notices:

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.Z. AMEND Agreement No. 201819-140 with Elizabeth Gallardo to extend the agreement ending date from March 6, 2019 to December 30, 2019.

Type:

Consent

Attachments:

Elizabeth Gallardo Amendment #1

Agreement for additional time to complete services.

ORIGINAL AGREEMENT No. 201819-140

Original Agreement Term Dates: March 6, 2019 to June 30, 2019

Board Approved on: April 9, 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: March 6, 2019 to new end date: December 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: _____

7/8/2019

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Name: Christina Aragon

Title: Associate Superintendent Business Services

Date: _____

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.AA. APPROVE the renewal of the refuse/recycling system contract for the 2019-20 fiscal year with CALMET Services, Inc., Paramount, in the amount of \$232,917.10, to be charged to the General Fund.

Type:
Consent

Attachments:

CALMET Price List 2019-20 Fiscal Year

**DOWNEY UNIFIED SCHOOL DISTRICT 2019-20 SCHOOL YEAR
REFUSE/RECYCLE CONTRACT**

REFUSE SERVICE
TUESDAY/THURSDAY/SATURDAY

RECYCLING SERVICE
WEDNESDAY/FRIDAY

LOCATION	# BINS	FREQ.	MONTHLY RATE	# BINS	FREQ.	MONTHLY RATE	TOTAL
ALAMEDA	2	3X	\$589.18	2	2X	\$0.00	\$0.00
CARPENTER	2	3X	\$589.18	2	2X	\$0.00	\$0.00
GALLATIN	2	3X	\$589.18	1	2X	\$0.00	\$0.00
GAULDIN*	2	3X	\$589.18	1	2X	\$0.00	\$0.00
IMPERIAL	2	3X	\$589.18	1	2X	\$0.00	\$0.00
LEWIS*	2	3X	\$589.18	1	2X	\$0.00	\$0.00
OLD RIVER SCHOOL	2	3X	\$589.18	2	2X	\$0.00	\$0.00
PACE	1	3X	\$294.59	1	2X	\$0.00	\$0.00
PRICE	3	3X	\$883.77	1	2X	\$0.00	\$0.00
RIO HONDO*	2	3X	\$589.18	1	2X	\$0.00	\$0.00
RIO SAN GABRIEL*	3	3X	\$883.77	1	2X	\$0.00	\$0.00
UNSWORTH	2	3X	\$589.18	1	2X	\$0.00	\$0.00
WARD	2	3X	\$589.18	1	2X	\$0.00	\$0.00
WILLIAMS	2	3X	\$589.18	1	2X	\$0.00	\$0.00
DOTY MIDDLE	4	3X	\$1,178.36	3	2X	\$0.00	\$0.00
GRIFFITHS MIDDLE	4	3X	\$1,178.36	2	2X	\$0.00	\$0.00
SUSSMAN MIDDLE	4	3X	\$1,178.36	3	2X	\$0.00	\$0.00
STAUFFER MIDDLE	4	3X	\$1,178.36	4	2X	\$0.00	\$0.00
DOWNEY HIGH	13	3X	\$3,829.67	10	2X	\$0.00	\$0.00
WARREN HIGH	13	3X	\$3,829.67	8	2X	\$0.00	\$0.00
ADULT/COLUMBUS	3	3X	\$883.77	2	2X	\$0.00	\$0.00
							\$0.00

ADMINISTRATION	3	2X	\$639.45	9	2X	\$0.00	\$0.00
MAINTENANCE YARD	3	2X	\$639.45	4	2X	\$0.00	\$0.00
TRANSPORTATION	1	2X	\$213.15	2	2X	\$0.00	\$0.00

\$23,291.71

EXTRA PICK UP RATES:	\$71.35
EXTRA RECYCLING PICK UP:	NO CHARGE

MONTHLY TOTAL \$23,291.71

* Roll out service charge (\$628.24)

GRAND TOTAL \$232,917.10

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.BB. APPROVE revised 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:

REVISED Music Agreement Warren High School



Agreement Standard Terms and Conditions

PCM Technologies LLC. Service Agreement

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.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.CC. APPROVE Agreement for Independent Consultant Services No. 201920-41 with Dr. John Larcabal, O.D., to provide mandated vision screening to students from August 14, 2019 through May 29, 2020.

Type:

Consent

Attachments:

Agreement with Dr. John Larcabal, O.D.

DOWNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

This AGREEMENT is made and entered into this 18th day of June 2020,
between the Downey Unified School District ("DISTRICT") and

Dr. John Larcabal, O.D., ("CONSULTANT"), to provide services
under the direction of:

Dr. Robert Jagielski, Student Safety, Wellness & Engagement
(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)*.

Mandated vision screening to Downey Unified students.

2. LOCATION OF PERFORMANCE/SERVICE: School sites.

3. PERIOD OF AGREEMENT

This Agreement is effective August 14, 2019 and will be completed by May 29, 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. CalSTRS/CalPERS STATUS

Have you ever paid into or are you a retiree of CalSTRS or CalPERS?

YES ☐

NO ☒

If yes, you **must** be hired as an employee, paid through District payroll, subject to withholding and fingerprint clearance. Contact Human Resources 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 \$ 1 color vision/\$2 regular per student not to exceed a total of \$ 20,000.00. 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.

Dr. John Larcabal, O.D.

Consultant Name



Signature

Taxpayer ID no. or Soc. Sec. Number



Street Address

City, State, Zip Code



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: 01.0-00000.0-11100-31400-5817-7457770

Dr. Robert Jagielski, Sr. Director

Print Name and Title of Site Administrator



Date



Signature of Site Administrator

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

Signature of Program Director

Date

Financial Services (verify acct. #)

Agreement for Independent Consultant Services

5 | Page

Rev. 07/10/18

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.DD. RATIFY Agreement for Independent Consultant Services No. 201920-42 with Darrell Jackson to provide services for at-risk youth from July 1, 2019 - June 29, 2020.

Type:

Consent

Attachments:

Darrell Jackson Agreement 2019/2020 School Year

DOWNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 201920-42

This AGREEMENT is made and entered into this 18th day of JUNE 2019,
between the Downey Unified School District ("DISTRICT") and

DARRELL JACKSON, ("CONSULTANT"), to provide services
under the direction of:

ROBERT JAGIELSKI, STUDENT 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)*.

AT-RISK PARENT/STUDENT SUPPORT OUTREACH CONSULTANT

Also but not limited to: At risk drug/alcohol, truancy diversion, anger management, family

support group counseling and community services to students

2. LOCATION OF PERFORMANCE/SERVICE: 8221 E. 3rd.St., Ste., 403 Downey, Ca 90241

3. PERIOD OF AGREEMENT

This Agreement is effective JULY 01, 2019 and will be completed by JUNE 29, 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. CalSTRS/CalPERS STATUS

Have you ever paid into or are you a retiree of CalSTRS or CalPERS?

YES ☐

NO ☒

If yes, you **must** be hired as an employee, paid through District payroll, subject to withholding and fingerprint clearance. Contact Human Resources 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 \$ 11@5,400.27;1@1,000 per MONTH not to exceed a total of \$ 60,403.00. 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.

Agreement No. 201920-42

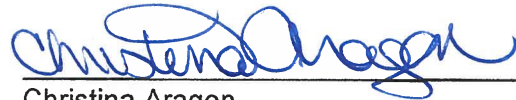
DARRELL JACKSON

Consultant Name

Signature



Downey Unified School District



Christina Aragon
Associate Superintendent

Taxpayer ID no. or Soc. Sec. Number

Date

Street Address

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

City, State, Zip Code

Date

6-18-19

District use only below line

Account Number to be Charged: 01.0-00000.0-00000-31100-5804-7457700

ROBERT JAGIELSKI

Print Name and Title of Site Administrator

Date

Signature of Site Administrator

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

Signature of Program Director

Date

Financial Services (verify acct. #)

Agreement for Independent Consultant Services

5 | Page

Rev. 07/10/18

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.EE. RATIFY Agreement No. 201920-45 between Downey Unified School District and N2Y, LLC
for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.

Type:

Consent

Attachments:

N2Y Contract

n2y, LLC Quote

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

SERVICE AGREEMENT
Agreement No. 201920-45

THIS AGREEMENT made and entered into this 5 of June, 2019 by and between N2Y, LLC, 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 ULS (Universal Learning Systems) Curriculum for the Special Education Moderate/Severe
students in TK-12.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$33,945, not to exceed \$33,945 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

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

SERVICE PROVIDER

Name: N2Y, LLC
Dept.:
Address: PO Box 550
Huron, OH 44839
Contact: Kathy Apogee
Phone/email: 951-317-0560

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

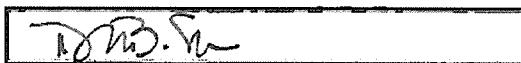
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

N2Y, LLC.



Signature

Print Name: David Swank

Print Title: CFO

Date: 6/6/2019

District use only below line

Account Number to be Charged 01.0-03000.0-57500-11100-5890-7430100

Patricia Gonzalez-Sandoval / Director / Special Education

Name and Title of Site Administrator-Please print



Signature of Site Administrator

6/24/19

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-45

Page 4 of 4



Quote #	Date
Q-07293	3/29/2019

Remit To	Contact Info
N2Y, LLC PO Box 550 Huron, OH 44839	Anthony Mercado amercado@dusd.net

Bill To	Ship To
Downey Unified School District 11627 Brookshire Avenue P.O. Box 7017 Downey, California 90241	Downey Unified School District 11627 Brookshire Avenue P.O. Box 7017 Downey, California 90241

Date	Payment Terms	Purchase Order
3/29/2019	Net 30	

Item	Description	Type	Subscription	Subscription Start	Subscription End	Unit Cost	QTY	Amount
L3S BUN	L ³ Skills™ Bundle	New		7/6/2019	7/5/2020	\$89.15	1	\$89.15
NWS BUN	News-2-You® Bundle	Renewal	114181	7/6/2019	7/5/2020	\$167.89	1	\$167.89
PST BUN	Positivity Bundle	New		7/6/2019	7/5/2020	\$299.00	1	\$299.00
SSX BUN	SymbolStix PRIME® / SYMBOLSTIX® Bundle	Renewal	125045	7/6/2019	7/5/2020	\$78.46	1	\$78.46
ULS BUN	Unique Learning System® Bundle	Renewal	100441	7/6/2019	7/5/2020	\$475.50	1	\$475.50
PDE ULS ONLINE BUN	Online Essentials Course for Unique Learning System Bundle	New		7/6/2019	7/5/2020	\$89.00	1	\$89.00
NWS	News-2-You®	Renewal	114181	7/6/2019	7/5/2020	\$177.10	43	\$7,615.30
SSX	SymbolStix PRIME® / SYMBOLSTIX®	Renewal	125045	7/6/2019	7/5/2020	\$82.75	43	\$3,558.25
ULS	Unique Learning System®	Renewal	100441	7/6/2019	7/5/2020	\$501.70	43	\$21,573.10

Thank you for your business. In need of additional assistance, please call us toll free att 1-800-697-6575.

Sub-Total: \$33,945.65
Sales Tax: \$0.00
Total: \$33,945.65

Please Note:

This quote is good for 90 days. Purchase Orders or payment via Credit Card must be received within 90 days from the date of this quote in order to guarantee the listed price.

n2y accepts credit cards for orders under \$5,000 and cash or ACH payments for orders over \$5,000. Your sales representative would be happy to address any questions you might have regarding these policies.

Quote #	Date
Q-07293	3/29/2019



Dear

Quote Q-07293

- This quote is valid for 90 days. Purchase Orders or payment via credit card must be received within 90 days from the date of this quote in order to guarantee the listed price.

- Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))

NOTE: Your order/quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this quote:

1. Fax your purchase order and a copy of your quote to 419-433-9810.
2. Email your purchase order to sales@n2y.com or reply back to your sales representative.
3. Contact n2y Sales toll free at 1-800-697-6575 8:00am-4:30pm EST, Monday-Friday to pay using a credit card.
4. Mail your purchase order to the address below. Be sure to attach a copy of this quote or reference quote number Q-07293 on the purchase order.

n2y
PO Box 550
Huron, OH 44839

[IF ONSITE OR WEBINAR PROFESSIONAL DEVELOPMENT IS INCLUDED ON THIS QUOTE, PLEASE CLICK TO REQUEST A TRAINING DATE](#)

- Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to [50%].

For additional assistance with your order, please call n2y toll free at 1-800-697-6575.

Sincerely,

Kathy Apogee

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.FF. RATIFY Service Agreement No. 201920-65 with Total Education Solutions to provide individual specialized academic instruction and speech/language services to a Downey Unified student from July 1, 2019 through June 30, 2020.

Type:

Consent

Attachments:

Total Education Solutions Contract

Rate Sheet

Scope of Work TES

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

SERVICE AGREEMENT
Agreement No. 201920-65

THIS AGREEMENT made and entered into this 1st of July, 2019 by and between Total Education 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.
To provide 20 hours of Individual Specialized Academic Instruction (SAI) and 20 hours of individual
Speech/Language (SL) services for student
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ SAI (70/Hr); SL (95/Hr), not to exceed \$ 3,300 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

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

SERVICE PROVIDER

Name: Total Education Solutions
Dept.:
Address: 625 Fair Oaks Ave. #300
South Pasadena, CA 91030
Contact: Dana Rivera, Senior Manager
Phone/email: 213-607-4338; drivera@tesidea.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

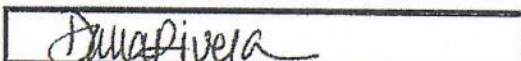
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Total Education Solutions



Signature

Print Name: Dana Rivera

Print Title: Senior Program Manager

Date: 7/2/19

District use only below line

Account Number to be Charged 01.0-65000.0-57500-11100-5816-7430000

Patricia Gonzalez-Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print



Signature of Site Administrator

7/9/19

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-65

Page 4 of 4

Appendix D
Rate Schedule for Downey Unified School District

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

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

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



Scope of Work

SAI:

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

SL:

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

625 Fair Oaks Avenue, Ste 300
South Pasadena, California 91030
Corporate Office
(323) 341-5580
FAX (323) 257-0284

1337 Howe Avenue, Ste 107
Sacramento, California 95825
(916) 564-5010
FAX (916) 564-5260

5151 Murphy Canyon Road, Ste
150
San Diego, California 92123
(619) 275-4525
FAX (619) 275-4526

2221 Livernois, Ste 101
Troy, Michigan 48063
(248) 544-0360
FAX (248) 333-8255

3428 West Market St.
Fairlawn, Ohio 44333
(330) 668-4041
FAX (330) 666-5626

1930 Crown Part Ct., Suite 100
Columbus, OH 43235
(614) 695-3747

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.GG. RATIFY Agreement for Independent Consultant Services No. 201920-66 with Miranda L. Cummings to provide voice writing consulting services to the Downey Adult School from July 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

Miranda L. Cummings Agreement

DOWNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 201920-66

This AGREEMENT is made and entered into this 2nd day of July 2019,
between the Downey Unified School District ("DISTRICT") and
Miranda Cummings, ("CONSULTANT"), to provide services
under the direction of:
Blanca Rochin, Principal, Adult School
(Printed Name Administrator Site/Department) (Site/Department)

1. SCOPE OF SERVICES

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

Voice writing consulting services up to eight hours per month

2. LOCATION OF PERFORMANCE/SERVICE: Adult School

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 \$75 per
Hour not to exceed a total of \$5,000. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

- a. 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.

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.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.HH. RATIFY Service Agreement No. 201920-67 with DigiCal, Inc. to provide website hosting and maintenance services to the Downey Adult School from July 1, 2019 through June 30, 2020.

Type:

Consent

Attachments:

DigiCal Service Agreement - DAS

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

SERVICE AGREEMENT
Agreement No. 201920-67

THIS AGREEMENT made and entered into this 1st of July, 2019 by and between DigiCal, 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.

Web Site Hosting & Maintenance

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 300 per month, not to exceed \$ 3,600.00 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

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: DigiCal, Inc.
Dept.:
Address: 12411 Slauson Ave Ste A
Whittier, CA 90606
Contact: Ross Gile
Phone/email: 562-696-2222

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

DigiCal, Inc.



Signature

Print Name: Ross M. Gile

Print Title: President

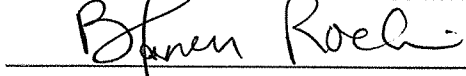
Date: 7/1/2019

District use only below line

Account Number to be Charged 11.0-06390.0-00000-27000-5810-6280000

Blanca Rochin, Principal

Name and Title of Site Administrator-Please print



Signature of Site Administrator

7/2/19

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-67

Page 4 of 4

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.II. APPROVE Service Agreement No. 201920-68 with Speechcom Inc. to provide speech therapy, assessments, and IEP attendance as needed by the Special Education Department from August 14, 2019 through June 30, 2020.

Type:

Consent

Attachments:

Speechcom Agreement

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

SERVICE AGREEMENT
Agreement No. 201920-68

THIS AGREEMENT made and entered into this 01 of July, 2019 by and between Speechcom 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.

Speech Therapy, assessments, & IEP attendance.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 82.00/SLP-\$55/SLPA hour, not to exceed \$229,000.00 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 August 14, 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

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

SERVICE PROVIDER

Name: Speechcom Inc.
Dept.: _____
Address: 2850 Artesia Blvd., #107
Redondo, CA 90278
Contact: Anna Weber
Phone/email: (714) 206-1287

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]

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Speechcom Inc.

[Signature]

Signature

Print Name: ANNA WEBER

Print Title: President / CEO

Date: 6/30/19

District use only below line

Account Number to be Charged _____

Name and Title of Site Administrator-Please print _____

Signature of Site Administrator _____

Date _____

Signature of Program Director ONLY IF using categorical funds _____

Date _____

Downey Unified School District
Service Agreement No. 201920-68

Page 4 of 4



SPEECHCOM, INC. RATE PROPOSAL

DATE: 06/26/2019

FOR: Downey Unified School District

FROM: SpeechCom, Inc.
2850 Artesia Blvd. #107
Redondo Beach, CA 90278
(714) 206-1287

SERVICES PROVIDED

SpeechCom Inc is a California Non Public Agency (NPA). We employ licensed and/or credentialed educational service providers to deliver professional services to schools throughout the Los Angeles area. Our services are billed at an hourly rate on a monthly basis. Below are the different services we currently provide along with updated 2018 rates.

THE SERVICE:

Speech Pathologist (SLP) 7.5 hour day at school site-----	<u>\$82.00/hour</u>
Speech Language Pathology Assistant (SLPA) 7.5 hours day at school site-----	<u>\$55.00/hour</u>
Clinical Social Worker (CSW)-----	<u>\$81.00/hour</u>
Occupational Therapist (OT)-----	<u>\$85.00/hour</u>
Occupational Therapy Assistant (COTA)-----	<u>\$65.00/hour</u>
School Psychologist (PSY)-----	<u>\$90.00/hour</u>

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.JJ. APPROVE Service Agreement No. 201920-70 with Pacific Audiologics to provide hearing screenings to D.U.S.D. students at the request of the Student Services Department from August 1, 2019 through June 30, 2020.

Type:

Consent

Attachments:

Pacific Audiologics Service Agreement

Pacific Audiologics Addendum A

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

SERVICE AGREEMENT
Agreement No. 201920-70

THIS AGREEMENT made and entered into this 20 of JUNE, 2019 by and between PACIFIC AUDIOLOGICS, 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 HEARING SCREENINGS TO DOWNEY UNIFIED STUDENTS.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 15,000.00, not to exceed \$ 15,000.00 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 AUGUST 14, 2019 and will terminate on or before MAY 29, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **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: PACIFIC AUDIOLOGICS
Dept.: (909) 982-0579 x1013
Address: 1846 WOODLAWN STREET
UPLAND, CA 91786
Contact: Benjamin Bunz
Phone/email: ben.bunz@industrialhearing.net

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

PACIFIC AUDIOLOGICS



Signature

Print Name: BENJAMIN BUNZ

Print Title: C.O.O.

Date: 10-JULY-2019

District use only below line

Account Number to be Charged 01.0-00000.0-00000-31400-5804-7457770

Dr. Robert Jagielski, Sr. Director

Name and Title of Site Administrator-Please print


Signature of Site Administrator

7/11/19
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-70

Page 4 of 4



An IHPM Company

Member - National Hearing Conservation Association
1846 Woodlawn St. • Upland, California 91786 • (909) 982-0579 • Fax (909) 608-9230

Michael E. Robinson, Au.D.
Industrial / Clinical Audiologist

AGREEMENT FOR CONSULTANT SERVICES D.U.S.D. Agreement No. 201920-70

THIS AGREEMENT, made and entered into this 6th day of August, 2019, by and between the Office of Downey Unified School District, hereinafter called "THE DISTRICT", and Pacific Audiologics, our school screening division, hereinafter called "CONSULTANT"

1. The complete agreement includes all documents, Terms and Conditions:

RECITALS

WHEREAS, CONSULTANT is specially skilled, trained, experienced, and competent to render the services and advice described in Article 1 of this agreement and THE DISTRICT requires these services and advice; and

NOW THEREFORE, THE DISTRICT AND CONSULTANT mutually agree as follows:

1. Services to be provided by CONSULTANT
 - A. CONSULTANT will render services described below:
 - B. Provide hearing and vision screening services to meet the state mandated requirements. CONSULTANT will commence work under this agreement starting at a mutually agreed upon start date during 2019-2020 school year, and will diligently prosecute the work thereafter. CONSULTANT acknowledges that THE DISTRICT has multiple school calendars and will provide said services within these calendars as spelled out within the contract period at the rate of one school site per scheduled day. Make-up/re-test screening and threshold testing will be performed if contracted by the THE DISTRICT, after the completion of the initial testing.
 - C. CONSULTANT will perform said services as an independent contractor under the direction of THE DISTRICT in pursuit of his or her independent calling and not as an employee of THE DISTRICT; and he or she shall be under the control of THE DISTRICT as to the result to be accomplished.
 - D. Reports by the CONSULTANT shall only contain the results of the vision and hearing testing performed. The results will only be released to authorized personnel of THE DISTRICT.
 - E. The CONSULTANT will indemnify and hold harmless THE DISTRICT and its agents, from any liability incurred, by reason of injury, death, or property damage sustained in connection with or caused by actions of the CONSULTANT in the performance of this contract.
 - F. Staff members of CONSULTANT have been fingerprinted and processed through the Department of Justice

NOTE- *The testing services that are offered are for the general population of students who can be mass screened. Students who are in SDC, or others who will require additional testing time, or special test methods, should not be considered as part of our standard mass screening population. However, Resource, and Speech and Language students may be seen on the regular screening day. Testing of SDC students who will require additional time, or alternate test methods can be scheduled to be seen one-on-one, by our school nurses who have experience in testing students with special needs, and on a different payment structure.*

2. Services to be provided by THE DISTRICT

- A. THE DISTRICT will prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary in the performance of CONSULTANT'S work under this agreement.
- B. THE DISTRICT, or school site staff, will assist if needed in the coordination of staff members, and/or parent volunteers for each test site. **THE DISTRICT shall be responsible for the supervision and conduct of the students during the testing sessions. It is THE DISTRICT'S responsibility to get the students to and from their class at each of the school sites.** THE DISTRICT shall assign a Health Supervisor as the authorized agent to be the main contact between the CONSULTANT and THE DISTRICT.
- C. THE DISTRICT, or school site staff, will assist in the location of adequate space to conduct the vision screening, and a parking space for the mobile hearing screening unit. Make-up/re-test days may require space for vision and hearing screening and threshold testing using portable equipment.
- D. A 60 day written notice must be given in the event of cancellation of this contract. In the event of cancellation, THE DISTRICT shall give the CONSULTANT proper consideration at an amount of 10% of total revenues expected. A minimum of one day notice is requested if rescheduling is needed. If testing is canceled or halted by THE DISTRICT or it's agents after testing has begun for the day, THE DISTRICT will reimburse the CONSULTANT for mileage, fuel, and salaries incurred for the testing of that day.
- E. THE DISTRICT shall issue any necessary purchase orders a minimum of 30 days prior to the beginning of testing. THE DISTRICT will be billed at the completion of the testing cycle for small districts, or at the end of each two week cycle for large districts, on work completed, and the terms of payment will be net 15 days. A 1 and 1/2% per month interest will be applied to balances not paid after 30 days.
- F. THE DISTRICT shall be responsible for reporting failures and recommendations to parents, as well as reporting any figures, reports, or Intent to Contract paperwork with applicable agencies.

3. CONSULTANT’S Fee and Payment Thereof

A. THE DISTRICT will pay the CONSULTANT for services rendered as listed below. As services are rendered, they are to be billed on a per session basis, or on a monthly basis for large districts.

1. Session 1 – First round vision and hearing screening of all schools in THE DISTRICT.
2. Session 2 – Vision and hearing make-up/re-testing and threshold testing of failed hearing screening students at all schools.

B. For services rendered above (3a), THE DISTRICT will pay the CONSULTANT fees as follows:

SMALL MASS SCREENINGS & MAKE-UP RETEST POPULATIONS

Initial only those services desired

1. One (1) Nurses using portable test equipment supplied by the Contractor And space provided by the CLIENT/ school.

- a. Up to 125 Audiometric Mass Screenings/ or 70 Audiometric Thresholds Screenings per day

1 Nurse / Per day rate \$305 DP

- b. Up to 115 Mass Vision (Acuity & Color) Screenings /or 70 Vision Re-Screenings (Acuity & Color) per day.

1 Nurse / Per day rate \$305 DP

- c. Up to 550 Screenings using Scientific Validated Photo Vision Screener

1 Nurse / Per day rate \$305 DP

- d. Scoliosis Screenings per day

1 Nurse / Per day rate \$305 DP

- e. Agree to All the Above menu items and fees (B1. a., B1. b., B1.c., B1.d.)

Initial DP

TEST POPULATIONS OF 200 OR MORE

Initial only those services desired

2. Mobile Screening Unit -- Hearing and Vision Screenings

1 Nurse, 1 Audiometrist, 1 Assistant

All Screenings are done in Mobile Unit. Up to 10 students can complete Hearing and Vision every 6 minutes.

Scientific Validated Photo Vision Screener, Color Screenings,

8-10 seat Audiometric Screening Booth, up to, 550 students Per Day

\$1340.00 per day DP

3. Mobile Screening -- Unit Hearing Screening

1 Audiometrist, 1 Assistant

8-10 seat Audiometric Screening Booth, up to, 600 students

\$1035.00 per day DP

4. Data Transfer (Initial and Final)

(Initial data must be received four weeks in advance)

\$00.00 DP

5. Tri-Carbon Paper Print & Courier Fee

\$0.45 per print DP

6. Digital Mass Screening Data Report & Referral Letters (Any Digital Format)

\$30.00 per school DP

7. Printing of Referral Letters & Courier Fee

\$30.00 per school DP

8. Agree to All the Above menu items and fees, excluding B5 (B2, B3, B4, B6, B7)

Initial DP

Above items are listed as a menu. Initial only those services desired

- C. THE DISTRICT will pay no amount of travel or other expenses of CONSULTANT under this agreement.

D. Payments should be sent to the following address:

Pacific Audiologics
1846 Woodlawn
Upland, CA. 91786

Our tax I.D. is as follows: 33-0913346
And it is under our registered corporate name of
Industrial Hearing and Pulmonary Management
1846 Woodlawn
Upland, CA. 91786

4. Duration of Agreement

A. The term of this agreement shall be from August 1st, 2019 through June 30th, 2020

5. Special Provisions

- A. CONSULTANT shall comply with all federal, state, and local laws and ordinances, as well as required equipment calibration requirements applicable to services to be provided.
- B. CONSULTANT shall maintain liability and malpractice insurance on behalf of itself, its employees and/or agents, not less than one million dollars (\$1,000,000) with respect to the conduct or activities by Industrial Hearing (dba PACIFIC AUDIOLOGICS) and its employees/agents for occurrence arising during the period of this agreement with respect to the conduct and activities of PACIFIC AUDIOLOGICS with legal defense at no cost to the DISTRICT, its officers and employees, with respect to any and all claims or damages arising out to the conduct or activities by PACIFIC AUDIOLOGICS and its employees. Said policy or policies of insurance shall name the DISTRICT, its officers and employees as additional insured with thirty (30) day notice of cancellation. PACIFIC AUDIOLOGICS shall provide a certificate of insurance including an additional insured endorsement as evidence prior to commencement of agreement.
- C. PACIFIC AUDIOLOGICS has complied with the fingerprinting and criminal background investigation requirements of the California Education Code Section 45125.1 with respect to all PACIFIC AUDIOLOGICS employees who may have contact with District pupils in the course of providing services pursuant to this agreement, and that 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 is defined in Education Code section 45122.1.

This agreement may be amended by the mutual written consent of the parties hereto.

Downey Unified School District
THE CLIENT

Christina Aragon, Associate Supt. Business Services
REPRESENTATIVE/ TITLE

August 6, 2019
DATE

PACIFIC AUDIOLOGICS
THE CONSULTANT

 COO
REPRESENTATIVE/TITLE

DATE

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.KK. APPROVE Agreement No. 201920-72 with Summit Speech Pathology Services, Inc. to provide speech and language therapy and attend IEP meetings at the request of the Special Education Department from August 14, 2019 through June 30, 2020.

Type:

Consent

Attachments:

Service Agreement

Rate Sheet

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

SERVICE AGREEMENT
Agreement No. 201920-72

THIS AGREEMENT made and entered into this 01 of July, 2019 by and between Summit Speech Pathology Services, 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.

Speech & Language Therapy & attend IEP meeting

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 89.00SLP/\$59.00SLPA hr., not to exceed \$ 189,000.00 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 8/14/19 and will terminate on or before 6/30/20 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

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

SERVICE PROVIDER

Name: Summit Speech Pathology Services
Dept.: _____
Address: 2644 Olivera
Palos Verdes Estates CA 90274
Contact: Jeanette Adamowicz
Phone/email: (310) 377-0169

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

Summit Speech Pathology Services, Inc.

Signature

Print Name: Jeanette C. Adamowicz

Print Title: CEO

Date: 6/28/19

District use only below line

Account Number to be Charged 01.0-33100.0-57700-31500-5816-7430000

Patricia Gonzalez-Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print

Signature of Site Administrator

7/16/19

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-72

Page 4 of 4

Daaney USD 2019-2020

Summit Speech Pathology Services, Inc.

Jeanette C. Adamowicz M.A. CCC Owner

Speech Therapy Services

RATE SCHEDULE

My fee is \$ 89 hour based on up to 7.5 hours per week. Call me for further questions at (310)377-0169.

Summit Speech Pathology Services, Inc.

Jeanette C. Adamowicz



59 - SLPA Rate

2644 Via Olivera Palos Verdes Estates, California 90274

Tel: (310)377-0169 Fax: (310)377-0182

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.LL. RATIFY Agreement No. 201820-73 with Jewish Family & Children's Service of Long Beach and West Orange County to provide mental health services to Downey Unified students at the request of the Special Education Department from July 1, 2019 through June 30, 2020.

Type:

Consent

Attachments:

Contract

Proposed Hours & Rates

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

SERVICE AGREEMENT
Agreement No. 201920-73

THIS AGREEMENT made and entered into this 1st of July, 2019 by and between Jewish Family & Children's Service, 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.
Mental health services for all students as delineated by the needs of the district.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 122,605.00, not to exceed \$ 122,605.00 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.
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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.
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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: Jewish Family & Children's Service
Dept.:
Address: 3801 E. Willow Street
Long Beach, CA 90815
Contact: Kathryn Miles, Executive Director
Phone/email: 562-427-7916/kmiles@jfcslongbeach.org

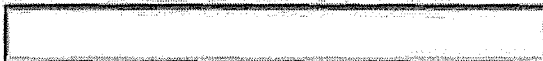
IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

SERVICE PROVIDER

DOWNEY UNIFIED SCHOOL DISTRICT

Jewish Family & Children's Service





Signature

Signature

Print Name: Christina Aragon

Print Name: Kathryn Miles

Print Title: Associate Superintendent
Business Services

Print Title: Executive Director

Date: _____

Date: 7/8/19

District use only below line

Account Number to be Charged 01.0-65000.0-57500-11100-5816-7430000

Patricia Gonzalez Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print


Signature of Site Administrator

7/16/19
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-73

Page 4 of 4

Proposed Hours for 2019 - 2020 School Year

School	Hours per week			
Alameda	3			
Carpenter	3			
Gallatin	4			
Gauldin	4			
Imperial	3			
Lewis	4			
Old River	4			
Price	4			
Rio Hondo	3			
Rio San Gabriel	4			
Unsworth	4			
Ward	3			
Williams	3			
Stauffer	7			
Doty	7			
Sussman	7			
Griffiths	7			
WHS	12			
DHS	12			
CHS	5			
Subtotal	103	31 weeks	\$35/hour	\$ 111,755.00
TLC	10	31 weeks	\$35/hour	\$ 10,850.00
Total	113			\$ 122,605.00

Starting week of September 16

Ending week of May 11

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.MM. APPROVE Service Agreement No. 201920-76 with The Bayha Group to provide grant compliance and consulting services for the K12 Strong Workforce Program, the CTE Incentive Grant, and the Perkins Grant from September 1, 2019 through June 30, 2020.

Type:

Consent

Attachments:

Bayha Group Agreement

Scope of Work

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

SERVICE AGREEMENT
Agreement No. 201920-76

THIS AGREEMENT made and entered into this 1 of September, 2019 by and between Bayha 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.

Please see attached scope of work

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 380,500 fixed price, not to exceed \$ 380,500 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins September 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

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

SERVICE PROVIDER

Name: Bayha Group
Dept.:
Address: 7875 Highland Village Pl., Ste B102-383
San Diego, CA 92129
Contact: June Bayha
Phone/email: 858.837.1360 june@bayhagroup.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Bayha Group



Signature

Print Name: June Bayha

Print Title: CEO

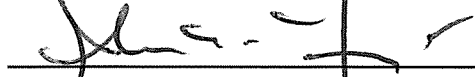
Date: 7/17/2019

District use only below line

Account Number to be Charged 01.0-63870.0-38000-10000-5890-5840000 up to \$25,000.00
01.0-63870.0-38000-10000-5100-5840000 over \$25,000.00

JOHN M. HARRIS

Name and Title of Site Administrator-Please print



Signature of Site Administrator

7-18-19

Date

Signature of Program Director ONLY IF using categorical funds

Date



Downey Unified School District - Scope of Work

BACKGROUND

Since 2015, Bayha Group has been a strategic partner in supporting Downey Unified School District's \$19,622,325 grant-funded career technical education (CTE) programs including: California Career Pathways Trust (CCPT) \$5,882,229; AMETLL \$159,980; Perkins \$765,032; CTE Incentive Grant (CTEIG) \$5,537,558; Apprenticeship \$987,000; CTE Facilities Program \$1,948,793; and K12 Strong Workforce Program (K12 SWP) \$4,341,733.

The proposed scope of work from the Bayha Group will be funded from 3 grants the District was awarded this year for 2019-22: K12 SWP \$4,341,733 and for 2019-20: CTEIG \$695,019; Perkins \$154,979 (both Perkins and CTEIG are expected to be renewable annually).

PROPOSED SCOPE OF WORK

The contract period is from September 1, 2019 to June 30, 2020.

GRANT COMPLIANCE ACTIVITIES	AMOUNT
To comply with 11 Elements of High Quality CTE Programs, Bayha Group will recruit, expand, and sustain a robust CTE advisory committee to address the needs of all DUSD CTE pathways. Provide project management for an active CTE advisory committee, composed of a variety of stakeholders (including industry and labor, secondary and postsecondary leaders, faculty, parents and students) meets at least twice a year to evaluate program progress and to engage in continuous improvement activities. Sustain meaningful industry and labor partnerships, evidenced by written agreements and through participation on advisory committees and collaboration with business and labor organizations to provide opportunities for all CTE students.	\$28,800 Personnel: June Bayha Carmen Tovar Allison Merrick Barbarella Fokos
Bayha Group will complete all data collection and required reporting for \$4.3M K12 SWP funding including quarterly reports due October 30, Jan 31, April 30, and July 30	\$31,680 Personnel: June Bayha, Cindy Wijma, Chris Mattson
To meet reporting requirements for Perkins, CTEIG, K12 SWP, and CCPT, Bayha Group will continue to collect student-level data through surveys and other strategies, conduct data analyses, and provide reporting of effectiveness and continuous improvement of CTE grant-funded programs.	\$17,600 Personnel: June Bayha Cindy Wijma

	Chris Mattson
In order to address requirements for 2020-21 CTEIG funding, Bayha Group will provide technical assistance and support writing the narrative and address necessary data and required documentation including working with DUSD staff for completing budget and budget narrative.	\$11,520 Personnel: June Bayha Cindy Wijma Chris Mattson
Bayha Group will monitor new federal Perkins requirements and provide technical assistance to apply for 2020-21 funding including attend informational webinars on how to complete online application. Gather all necessary information, answer application questions, and submit online application.	\$7,200 Personnel: June Bayha
To meet data and compliance requirements for K12 SWP, CTEIG and Perkins funding, Bayha Group will provide technical assistance and expertise to ensure CTE pathways target labor market needs of regional employers and promote formal agreements with postsecondary institutions for priority entrance for qualified DUSD students. This includes reaching out to regional community colleges and 4-year college/universities.	\$46,350 Personnel: June Bayha Carmen Tovar Chris Mattson
To address ongoing K12 SWP, CTEIG and Perkins data and compliance requirements, Bayha Group will develop meeting agendas and attend weekly in-person meetings with College and Career Readiness staff to strategize, plan, and implement K12 SWP-, CTEIG-, and Perkins-funded CTE plans, as well as other college and career readiness programs.	\$18,000 Personnel: June Bayha Carmen Tovar
Guided by the 11 Elements of High-Quality CTE programs, Bayha Group will support DUSD to build a clear case for current and projected as well as local and regional labor market needs for all DUSD CTE pathways. Bayha Group will provide technical assistance and guidance for having a clear and specific alignment of CTE pathways (design, delivery, and outcomes) and current and projected regional labor market needs.	\$35,050 Personnel: June Bayha Chris Mattson
Bayha Group will provide technical assistance to DUSD to address and comply with all K12 SWP, CTEIG and Perkins required data collection including building a sustainable data infrastructure with systems, tools, and protocols to better identify, collect, track, analyze and report on student-level outcome measures. This includes monitoring the impacts of career pathways on student outcomes for data-driven decision-making, and seeking strengths and areas where the District can improve. Together with DUSD, Bayha Group will assess and	\$53,500 Personnel: June Bayha Chris Mattson

<p>analyze regional labor market data and economic development information in conjunction with review of research studies by the Milken Institute, JP Morgan Chase, the Centers of Excellence, along with other organizations, and review custom data collection and analyses. These strategies in support of reliable data systems shine a light on lessons learned, and provide important research to strengthen DUSD's data-informed decisions and promote positive student outcomes as measured by the various CTE outcome measures over time. Bayha Group will support DUSD in building internal staff capacity to ensure sustainability in overseeing student-level data collection for all CTE courses and pathways. Building capacity within DUSD includes working with the consultant to conduct data analyses, and reporting on effectiveness and continuous improvement of all CTE-related activities, courses, and strategies. Bayha Group will develop and conduct training to support DUSD staff to assume greater responsibilities each year of grant funding to become comfortable and knowledgeable about what data need to be collected, how to manage existing data, and what systems and protocols are in place to collect meaningful, reliable and valid student-level Performance Outcome Measures.</p>	
GRANT COMPLIANCE TOTAL	\$249,700

CONSULTING ACTIVITIES	
<p>Bayha Group will develop 8 CTE promotional engagement videos about CTE pathways and eSports and outcomes to encourage recruitment of new students into programs. Bayha Group has already developed videos for California Career Pathways Trust (CCPT) data outcomes, MADE Work Experience, Adobe Certification, Femineer, and College Admissions Academy.</p>	<p>\$56,000</p> <p>Personnel: June Bayha Barbarella Fokos David Fokos</p>
<p>Bayha Group oversees and implements the MADE Work Experience program. Bayha Group will provide technical assistance to build Downey Unified District's internal staff capacity to build and maintain industry/employer engagement with the goal of long-term sustainability of the MADE Work Experience after grant funds end. To that goal, Bayha Group will:</p> <ul style="list-style-type: none"> Support DUSD staff to connect and build capacity in assuming more responsibilities for employer outreach by reaching out to Downey Kiwanis, Downey Chamber of Commerce, Downey Rotary Club, AVIXA 	<p>\$56,800</p> <p>Personnel: Carmen Tovar Allison Merrick Barbarella Fokos June Bayha 1 college graduate intern</p>

<p>industry professional organizations, and meet one-on-one with local employers to connect, build relationships, and recruit potential new employers to be guest speakers, mock interview participants, host industry tours, serve on advisory boards, and host work experience students</p> <ul style="list-style-type: none"> • Support DUSD staff to understand the responsibilities in serving as full-time case manager for all participating students in work experience that will happen in the summer (e.g., students may work any day of the week including weekends and Bayha Group staff serves as a main contact should any issues arise). • Share in creation and distribution of marketing materials for Downey's MADE Work Experience Program • Share in coordinating and planning for MADE Work Experience events such as student recruitment, 6-workshops, employer guest speakers, alumni guest speakers, Mock Interview Day, MADE Interview Day, Parent and Student Orientation that happen before the summer MADE Work Experience • Provide staff time to support DUSD staff to schedule, interact and connect with all MADE Work Experience students and host employers multiple times in order to best match students (taking into account their summer schedule, skills and strengths, career interests, and transportation options) with top 5 employers while taking into account the employers' top choice students after participating in MADE Interview process • Support facilitating the ongoing partnership with the Southeast Los Angeles County Workforce Development Board (SELACO WDB) and coordinate and meet regularly. Furthermore, facilitate student convenings and a parent and student orientation night to collect required documentation and to understand key program information • Work with DUSD staff to review and confirm SELACO's required documentation for annual contract as well as documentation needed from students and make sure all forms are completed correctly. Students must submit all forms in order to receive compensation for the summer. 	
<p>Bayha Group will cover the costs to oversee and implement the College Admissions Academy including paying for Joyce Yamaguchi at \$120/hour to support students writing the UC personal insight questions from September 1 until November 30, 2019.</p>	<p>\$18,000</p> <p>For Joyce Yamaguchi: \$120/hour x 5 hours x 20</p>

<ul style="list-style-type: none"> • Bayha Group recruits students from MADE Work Experience program as well as other students interested in participating and facilitates orientation sessions and student convenings with a writing coach • Work with student school and weekend schedules and schedule students for student sessions with coach • Be available to answer any parent and student questions about the program • Collect and analyze students' first draft and use those to compare to final version of personal insight statements to assess learning and change over time • Collect all student sign-in information for when they participate to have data to study optimal number of sessions and potential impact of sessions • Create and implement mid- and post-surveys for students to collect data about which colleges they plan to apply to before the sessions and another survey after the sessions to see where they actually applied. 	<p>days = \$12,000</p> <p>Other personnel for administrative support: Carmen Tovar 1 college graduate intern 2 high school graduate interns</p> <p>Personnel to create surveys and analyze data: June Bayha Cindy Wijma</p>
CONSULTING TOTAL	\$130,800

Proposed Budget

\$380,500 = \$249,700 for Grant Compliance Activities + \$130,800 for Consulting Activities beginning September 1, 2019 to June 30, 2020, as a fixed price contract.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.NN. RATIFY Agreement No. 201920-77 with Next Level Elevator, Inc. to to provide elevator maintenance and repair services from July 1, 2019 through June 30, 2020.

Type:

Consent

Attachments:

Next Level Elevator Services Agreement



ELEVATOR MAINTENANCE SERVICE AGREEMENT

D.U.S.D. Agreement No. 201920-77

As used in this Agreement, "Client" shall refer to Downey Unified School District, 11627 Brookshire, Downey, CA 90241 and "NEXT LEVEL" shall refer to NEXT LEVEL ELEVATOR, INC., a California corporation, located at 2199 N. Batavia St., Suite S, Orange CA 92865, Contractor's License #967756, its agents, assigns, and employees thereof.

Whereas, Client intends to retain NEXT LEVEL exclusively to render certain maintenance services necessary to keep the elevators and related equipment in good working order; hereinafter referred to as "Services";

Whereas, NEXT LEVEL is willing to provide the Services for consideration and upon the terms hereinafter stated;

Now, Therefore, in consideration of the Services to be performed by NEXT LEVEL and Client's payment for said Services, the parties agree to the terms, articles and conditions as hereinafter set forth.

ARTICLE 2. SCOPE OF WORK

2.1 The scope of Services applicable to this Agreement is identified as follows:

- General Elevator Maintenance Services. Further description is provided in the "Letter of Authorization" attached as Exhibit "A."

2.2 The Scope of Work performed under this Agreement may be extended or modified as set forth in a duly executed "Letter of Authorization"(s) signed by Client and NEXT LEVEL from time to time. Such Letter of Authorization shall be expressly incorporated into this Agreement and shall become an integral part thereof. Such Letter of Authorization shall set forth any matters relating to the scope and performance of Services, including but not limited to budget, terms, scheduling, fees and other specific information as deemed appropriate between Client and NEXT LEVEL. In the event of any conflict between the terms and Articles of this Agreement and Letter of Authorization(s) attached hereto, the Letter of Authorization shall control or supersede.

ARTICLE 3. BASIC DUTIES OF THE PARTIES

3.1 Client agrees to keep NEXT LEVEL informed of developments affecting work under this Agreement, to abide by this Agreement, and to keep NEXT LEVEL advised of change of address and telephone number. Client agrees to provide current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this Agreement. Client agrees to allow the copying of or reproduction of any programmable devices used in the equipment for the purpose of archival back-up of any software embodied therein. Client agrees to instruct and warn passengers in the proper use of the equipment and keep the equipment under continued

surveillance by competent personnel to detect irregularities between elevator examinations. Client agrees to notify NEXT LEVEL of any operational problems or conditions that indicate the need for correction before the next regular examination. Client agrees to shut down any equipment immediately upon manifestation of any irregularities in operation and notify NEXT LEVEL immediately thereof and keep the equipment out of service until the completion of necessary repairs. Client agrees to immediately notify NEXT LEVEL of any occurrence or accident in or about the elevator or related equipment and within 10 days thereof forward a written report of such occurrence or accident. Client agrees to provide NEXT LEVEL personnel with a safe working environment including without limitation a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a reasonable temperature. Client agrees at all times the elevator pit(s) will be maintained by Client in a dry condition free from water and liquids. Client agrees during the term of this Agreement, Client will not permit others to make alterations, additions, adjustment, modifications, repairs or replacements to any equipment, component or related assemblies to the equipment covered by this Agreement.

3.2 NEXT LEVEL warrants that the Services shall be performed as set forth herein and in the Letter of Authorization(s) in a manner consistent with the level of care, skill, practice and judgment exercised by other professional elevator maintenance companies performing similar Services of a similar nature under similar circumstances.

3.3 NEXT LEVEL will examine the elevators on a regularly scheduled basis during normal business hours of Monday through Friday, 7:00 am to 3:30 pm (except legal or scheduled holidays). NEXT LEVEL will respond to call backs during normal business hours (as defined below) at no extra charge. Call backs are defined as minor adjustments or repairs. Call backs outside of normal business hours and any overtime Services provided shall be billed as follows:

(X) Inspection only contract. All callbacks are billable, including all travel time charges, at rates described in Exhibit B

NEXT LEVEL's Call Back Hotline is:
(888) 959-6010.

ARTICLE 4. AGENT'S AUTHORITY TO BIND CLIENT

4.1 If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to NEXT LEVEL, that he/she has full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, exclusions and limitations of this Agreement. If a third party signs

this Agreement, such third party shall be jointly and severally liable for all costs, expenses and fees incurred.

ARTICLE 5. PAYMENT CONDITIONS

5.1 Client shall compensate NEXT LEVEL, as set forth in the Letter of Authorization for the Services delineated therein. Hourly fees, where appropriate, shall be pursuant to NEXT LEVEL's published Fee Schedule (Exhibit "B").

5.2 The combined fees for all scopes of work form the financial basis for this Agreement, but may be modified between the parties and adjusted to suit the actual conditions. NEXT LEVEL shall retain the right to modify costs in other categories if certain components and features of this Agreement are reduced or eliminated.

5.3 Client agrees to pay any sales tax, use, excise or any other taxes which may now or hereafter be applicable to the Services to be performed under this Agreement.

5.4 The price set forth in Exhibits A and B shall be adjusted annually of each year this Agreement is in effect to compensate for changes in the cost of materials, equipment and labor. The monthly price shall be adjusted based on the percentage change in the average rate paid to elevator examiners. This rate consists of the hourly rate paid to examiners plus fringe benefits which include without limitation pensions, vacation, paid holidays, group life insurance, health, disability and accident insurance. Pricing may also increase or decrease based on the percentage change in the index of "Wholesale Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau Statistics or in the event the equipment is modified from its present state.

ARTICLE 6. OTHER CHARGES

6.1 Requested services by Client that are outside the scope of this Agreement shall be billed hourly, in addition to material and equipment cost charges. Verbal requests made by Client will be confirmed in writing before the extra requested services are conducted and expenses incurred.

ARTICLE 7. TERM AND CANCELLATION

7.1 This Agreement is effective for one (1) year starting Upon date of acceptance. To assure continuous service, this Agreement will automatically renew for subsequent similar periods, unless either party timely serves written notice upon the other party of its intention to cancel at least thirty (30) days before the end of the initial term or succeeding term, as the case may be. Notice shall be personally handed to the other party or sent certified mail, return receipt requested. Time is of the essence.

7.2 NEXT LEVEL may only cancel this Agreement upon 30 days written notice for cause. As used herein, "for cause" includes any of the following conditions by Client: (i) any material breach of this Agreement, (ii) outstanding balances exceeding forty-five (45) days, (iii) requesting NEXT LEVEL to perform any unlawful or unethical act, (iv) wanton disregard by Client for following quality control measures provided in writing by NEXT LEVEL to Client, (v) or unauthorized use or dissemination of NEXT LEVEL's proprietary materials, trade secrets or methods provided to Client in writing with written notice of their proprietary nature or trade secret status.

7.3 Client may only cancel this Agreement upon 30 days written notice for cause. As used herein, "for cause" includes any of the following conditions by NEXT LEVEL: (i) any material breach of this Agreement or (ii) NEXT LEVEL's failure to adequately perform Services under this Agreement. Any notice of breach of this Agreement to adequately perform Services shall specify each alleged breach and, providing that no emergency exists, allow NEXT LEVEL thirty (30) days to cure such breach.

7.4 In the event of any cancellation of this Agreement, NEXT LEVEL shall be compensated for all services rendered to date of termination, and within the original scope of work, whether used or not. Client agrees to surrender any and all products of NEXT LEVEL upon request and Client agrees to cease to use any and all products created or developed by the NEXT LEVEL from the date of termination forward. NEXT LEVEL's compensation will be based upon the percentage of work completed, applied to the fee schedule as identified in Article 5.

7.5 Upon receiving notice of cancellation, NEXT LEVEL will immediately stop all work in progress.

ARTICLE 8. BILLING STATEMENTS

8.1 NEXT LEVEL shall provide billing statements quarterly which will include the quarterly service fee for the succeeding quarter as well as any additional charges through the end of the previous month.

8.2 Service charges shall apply to this account. Client is responsible for paying a monthly service charge of 1.5%, or the highest legal rate, whichever is less, on the unpaid balance per month on accounts past due 30 days or more from date of invoice.

8.3 NEXT LEVEL reserves the right to cease all work on the premises for which a delinquent payment status exists. Procedures for collection may commence on accounts past due 30 days or more. Client shall be obligated to pay each invoice within 30 days of the date received. However, if Client has a good faith objection to all or any portion of an invoice, Client shall first notify NEXT LEVEL of the objection in writing within 15 days from receipt of an invoice, stating reasons for the objection, and timely pay that portion of the invoice not in dispute. Any good faith dispute, if not resolved between the parties, shall be submitted to an independent tribunal for binding arbitration within 30 days after Client's notification of an objection. The arbitrator's award shall be final and binding upon the parties as to the issues submitted.

ARTICLE 9. MECHANICS LIEN RIGHTS

9.1 Pursuant to California law, Client understands and acknowledges NEXT LEVEL has the right to a mechanics lien against the property on which the equipment, materials and Services are rendered in the event of non-payment or delinquent payment for services, materials and/or equipment supplied.

ARTICLE 10. DISCLAIMER OF WARRANTY

10.1 None of the services and products of NEXT LEVEL shall be considered a guarantee or warranty, either expressed or implied, for the Scope of Work, Services or any portion thereof, except NEXT LEVEL does warrant that it will perform its work under this Agreement in a good and professional manner consistent with generally accepted standards.

10.2 NEXT LEVEL represents and warrants to Client that NEXT LEVEL is duly licensed as may be required to perform the work as described in Article 2, "Scope of Work"; is experienced in the performance of the work; and is competent to perform the work. NEXT LEVEL understands that Client is relying upon the expertise of NEXT LEVEL in its performance of the work.

ARTICLE 11. INDEMNITY & CONTROL

11.1 To the fullest extent permitted by applicable law, Client agrees to defend, indemnify and hold harmless NEXT LEVEL its officers, directors, agents, subcontractors and employees (collectively "NEXT LEVEL Indemnitees") from and against all third party claims, demands, actions, damages, costs, expenses, losses or liabilities, including attorneys fees, arising out of, or in any way related to, this Agreement or the Services which are caused by the negligence or intentional misconduct by Client, its officers, agents, subcontractors and employees. Client shall not be obligated to indemnify NEXT LEVEL E Indemnitees for any third party claims caused by the negligence or intentional misconduct of NEXT LEVEL, its officers, agents, subcontractors or employees.

11.2 To the fullest extent permitted by applicable law, NEXT LEVEL agrees to defend, indemnify and hold harmless Client, its officers, directors, partners, agents, subcontractors and

employees (collectively "Client Indemnitees") from and against all third party claims, demands, actions, damages, costs, expenses, losses or liabilities, including attorneys fees, arising out of, or in any way related to, this Agreement or the Services which are caused by the negligence or intentional misconduct by NEXT LEVEL its officers, agents, subcontractors and employees. NEXT LEVEL shall not be obligated to indemnify Client Indemnitees for any third party claims caused by the negligence or intentional misconduct of Client, its officers, agents, subcontractors or employees.

11.3 Client further agrees that when NEXT LEVEL is not performing Services on or about any portion of Client's elevators and/or related equipment, NEXT LEVEL is not assuming management or control over such elevators and/or related equipment. When NEXT LEVEL is performing Services on specific elevators and/or related equipment of Client, they are asserting possession and control only over that specific elevator and/or related equipment being serviced at that specific point in time and the remainder of the elevators and/or related equipment remains under the possession and control of Client. In furtherance of the foregoing, it shall solely be NEXT LEVEL's responsibility to provide conspicuous warnings to Client, tenants and the public of any elevators or related equipment on which NEXT LEVEL is performing Services at any point in time.

11.4 The indemnity obligations under this Agreement shall survive the termination of this Agreement.

ARTICLE 12. ATTORNEY'S FEES

12.1 In any action, arbitration, or other proceeding arising out of this Agreement by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney's fees, together with any costs and expenses, incurred to resolve the dispute and to enforce the final judgment.

ARTICLE 13. INSURANCE

13.1 NEXT LEVEL agrees during the term of this Agreement, to maintain Workers Compensation Insurance for all employees as required by law. NEXT LEVEL agrees to maintain General Liability Insurance, which shall cover any property damage or bodily injury caused by NEXT LEVEL or its duly authorized representatives during the Scope of Work, and Errors and Omissions Insurance. The limits shall be not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

ARTICLE 14. CONFIDENTIALITY

14.1 Both during and after the term of this Agreement, both parties agree that all information and know-how, whether or not in writing, of a private, secret, or confidential nature, or obtained publicly, which concerns the other party's business affairs, including, but not limited to its inventions, products, trade secrets, processes, projects, developments, business practices, marketing concepts, and business procedures, are and shall be the sole and exclusive property of that other party, and neither party will disclose the same to unauthorized persons or use the same for any unauthorized purposes without the prior written consent of an authorized officer of that party. NEXT LEVEL shall be entitled to utilize various photographs taken of the Project for educational, marketing and training purposes, provided that no such photographs shall be used which in any way identify the specific Project, location, or builder.

14.2 Notwithstanding section 14.1 above, Client expressly authorizes NEXT LEVEL to disclose and share directly with Client's general liability and/or errors and omissions insurance carriers any and all information and data, in any form or manner whatsoever, collected, observed, obtained, or tabulated by NEXT LEVEL or its duly authorized representatives, within NEXT LEVEL's Scope of Work as detailed herein. Such information and data may specifically identify and include: Client's name, Client's project, the project contractors and subcontractors, and project material suppliers and vendors. Client further expressly authorizes NEXT LEVEL to disclose and share directly with other third parties any and all information and data, in any form or manner whatsoever, collected, observed, obtained, or tabulated by NEXT LEVEL or its duly authorized representatives, within NEXT LEVEL's Scope of Work as detailed herein, with the express limitation that the information and data shall be generic and shall not specifically identify: Client's name, Client's project, the project contractors and subcontractors, and project material suppliers and vendors.

14.2 The confidentiality obligations and remedies of the parties under this Agreement shall survive the termination of this Agreement.

ARTICLE 15. FULL AUTHORITY

15.1 Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute the Agreement on whose behalf it is signed.

ARTICLE 16. GOVERNING LAW/VENUE

16.1 This Agreement has been negotiated and entered into in the State of California, and shall be governed by, construed, and enforced in accordance with the internal laws of the State of California without regard to the principles of conflicts of law. The parties further agree that any claims arising out of this Agreement shall be filed only in the County of Los Angeles, California and such venue is proper for all legal proceedings.

ARTICLE 17. WAIVER AND AMENDMENT

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver by a Party of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

ARTICLE 18. ASSIGNMENTS

18.1 Client may only assign or convey this Agreement to any third party, subsidiary or affiliate of Client, with the consent of NEXT LEVEL; however, such consent shall not be unreasonably withheld. Client shall remain fully responsible for payment to NEXT LEVEL for all Services performed pursuant to this Agreement in the event any assignee of Client fails to pay NEXT LEVEL as required in this Agreement.

ARTICLE 19. REMEDIES ON DEFAULT

19.1 In the event of any breach or default in or of this Agreement, neither party will be liable to the other for any lost profits, any claim based upon any third party claim, or any special, indirect, incidental or consequential damages, even if either has been advised of the possibility of such damages. NEXT LEVEL ELEVATOR's liability for damages hereunder shall in no event exceed the amount of fees paid to NEXT LEVEL during the six (6) months prior to the date of the breach.

ARTICLE 20. NO THIRD PARTY/RELATIONSHIP

20.1 This Agreement shall not create any rights or benefits to parties other than Client and NEXT LEVEL. Nothing in this Agreement shall be interpreted to create a partnership, joint venture, franchise or any other similar relationship.

ARTICLE 21. NON-SOLICITATION

21.1 During the term of this Agreement and for a period of one (1) year thereafter, each party agrees that, without the other party's prior written consent, it will not solicit, hire or otherwise retain as an employee or independent contractor any person who during the previous twelve (12) months was an employee of the other party providing services under this Agreement. Notwithstanding the foregoing, nothing in this Section will be construed to prohibit either party from hiring any employee of the other party who, without solicitation or recruitment by the hiring party, responds to any advertisement for employment in a newspaper, electronic media or otherwise generally available public media.

ARTICLE 22. SEVERABILITY, REFORMATION

22.1 If any court of competent jurisdiction determines that any of the Articles in this Agreement, or any part thereof, is or are



Elevator Contract

invalid or unenforceable, the remainder of the terms, conditions and covenants shall not thereby be affected and shall be given full effect without regard to invalid portions. If any provisions deemed invalid or unenforceable cannot be so modified, then they shall be severed, and the remaining Agreement shall be interpreted in order to provide maximum enforceability.

ARTICLE 23. FORCE MAJEURE

23.1 Neither party will be liable to the other party for any delay or failure in its performance of this Agreement to the extent that such delay or failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, fires, explosions, labor disputes, war, terrorism, riots, inability to obtain energy (each, a "Force Majeure"), provided, that the non-performing party promptly furnishes notice to the other party and resumes performance as soon as practicable.

ARTICLE 24. ENTIRE AGREEMENT

24.1 This Agreement and related Letter of Authorization(s) and Fee Schedule, attached as Exhibits A and B, are agreed upon shall constitute the entire integrated Agreement between the parties hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties, and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this Agreement.

ACCEPTED Downey Unified School District
11627 Brookshire Ave. Downey, CA 90241
(Address)
BY Christina Aragon

(Type or Print Name)
Christina Aragon
(Signature)
TITLE Associate Superintendent
DATE _____

SUBMITTED FOR:
NEXT LEVEL ELEVATOR, INC.
BY Trent Amelotte

ACCEPTED FOR:
NEXT LEVEL ELEVATOR, INC
BY JH
DATE _____

EXHIBIT A - LETTER OF AUTHORIZATION

This Letter of Authorization, made and entered into on this 12th day of June, 2019, by and between the respective entities listed in Exhibit B acting by and through their agent, **Downey Unified School District** hereinafter referred to as "Client"; and NEXT LEVEL ELEVATOR, INC. a California corporation, hereinafter referred to as "NEXT LEVEL ELEVATOR", adds to, modifies or otherwise amends, that certain Agreement between Client and NEXT LEVEL ELEVATOR effective _____, (the "Agreement") with regard to the following:

Project Identities:

Alameda ES, 8613 Alameda St; Carpenter ES, 9439 Foster Rd; Gallatin ES, 9513 Brookshire Ave; Gauldin ES 9724 Spry St; Imperial ES, 8133 Imperial Hwy; Lewis ES, 13222 Bellflower Blvd; Old River ES, 11995 Old River School Rd; Price ES, 9525 Tweedy Ln; Rio Hondo ES, 7731 Muller St; Rio San Gabriel ES, 9338 Gotham St; Unsworth ES, 9001 Lindsey Ave; Ward ES, 885 Adoree St; Williams ES, 7530 Arnett St; Doty MS, 10301 Woodruff Ave; Griffiths MS, 9633 Tweedy Ln; Sussman MS, 12500 Birchdale Ave, Stauffer MS 11985 Old River School Rd

TYPE	QUANTITY	MANUFACTURER	LANDINGS
Wheelchair lifts	18	Various	2/2

Scope of Work/Services: NEXT LEVEL ELEVATOR will perform the following services:

- Lubricate, inspect & clean the equipment as required. Provide consumable materials ranging from cleaning materials, rags, solvents, lubricating oil & grease

Pro-rations and/or Exclusions as follows: Monthly Fire testing required by Code Authority is excluded. The wheelchair lifts will be serviced biannually.

Services NOT Included are as follows: This Agreement does not include and NEXT LEVEL ELEVATOR does not cover all parts and other related materials; any labor to install or make repairs; cosmetic, construction, or ancillary components of the elevator system, including without limitation the finishing, repairing or replacing the cab enclosure(s), ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, cab floors, handrails; mirrors; lighting fixtures, ceiling light bulbs and tubes, power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing(s); buried piping; oak or IMTRA steppers, alignment of elevator guide rails, seismic devices, smoke and fire sensors; fire service reports; communication devices including telephones and intercoms, music systems; safety and security systems not installed by NEXT LEVEL ELEVATOR; safety and security tests; batteries for emergency lighting and lowering; air conditioners, heaters, ventilation systems and fans; leaks of hydraulic fluid or otherwise; and all other items set forth and excluded by the terms of this Agreement.

Obsolescence, Non-modernization and Misuse:

Client acknowledges and agrees NEXT LEVEL ELEVATOR is not obligated to make any changes or recommendations in the existing design, function or equipment in place at the time this Agreement is first effective as referenced above. Furthermore, the Client acknowledges with the passage of time, equipment technology and designs may change and/or become obsolete. NEXT LEVEL ELEVATOR shall not be obligated to service, upgrade, renovate, enhance or make repairs or replacements to equipment that is obsolete, misused or damaged by Client's or a third party's negligent or intentional act or omission; or any other cause which is beyond NEXT LEVEL ELEVATOR's direct and reasonable control.

Cost: The above services shall be provided for a service fee of \$405.00 per month, billed quarterly.



The first month of service will be at no charge.

Annual cost: \$4,455.00

IN WITNESS HEREOF, the parties have caused this Letter of Authorization to be executed on the date first written above.



Elevator Full Service Contract
EXHIBIT A - Letter of Authorization

BY: <u></u>	NEXT LEVEL ELEVATOR, INC. a California Corporation
ITS: _____	BY: <u></u>
DATE: _____	ITS: _____ President
	DATE: _____

☐ Service/Maintenance ☐ Modernizations ☐ Repairs ☐ Reserve Studies ☐ ADA Evaluations

BILLING RATES FOR 2019**Single Man Billing Rates**

Straight Time	\$398.00 per hour
Overtime (1.7)	\$677.00 per hour
Double Time	\$756.00 per hour

Differential Premium on Overtime Hours

Overtime (1.7)	\$279.00 per hour
Double Time	\$358.00 per hour

Team Billing Rates

Straight Time	\$740.00 per hour
Double Time	\$1369.00 per hour

Regular Operating Hours

Straight time hours are Monday-Friday 7:00 a.m. to 3:30 p.m.

Calls received after 11:00 a.m. could be on overtime hours.

Overtime

Saturdays and Overtime Weekdays (1.7)

Sundays and all Holidays are Double Time

All Team overtime is Double Time Rate

Miscellaneous

Additionally Insured - \$5.00 per month per elevator

In addition to the above charges, a fuel surcharge may be added to service calls.



Customer Information Sheet

Please provide the following information for our files.

Billing Address:

DUSD - Accounts Payable

Phone: (562) 469-6636

PO Box 7017

Fax: (562) 469-6536

Downey, CA 90241

Email: accountspayable@dusd.net

Main contact person: LaFleche Giasson

Phone: (562) 469-6636

Fax: _____

E-mail: lgiasson@dusd.net

Any special billing instructions? _____

Building entry info: _____

Where shall we put our lockbox? _____

Names of individuals that are authorized to request after hour callbacks:

Name: Diana Vazquez

Phone: (562) 469-6723

Name: Craig Karli

Phone: (562) 469-6721

Name: John Shook

Phone: (562) 469-6701

Please provide any other information that will ensure our files are correct.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.OO. APPROVE Agreement No. 201920-78 with The Arc of Los Angeles & Orange Counties to provide custodial services at Warren and Downey High Schools from July 1, 2019 through June 30, 2020.

Type:
Consent

Attachments:

The Arc Agreement for 2019-2020



Los Angeles & Orange Counties

For people with intellectual and developmental disabilities

Agreement for Services Rendered

D.U.S.D. Agreement No. 201920-78

This is an agreement entered into by **The Arc Los Angeles & Orange Counties** (hereinafter referred to as "The Arc ") and **Downey Unified School District** (hereinafter referred to as "DUSD") effective on this date, **Monday, July 01, 2019**.

The Arc's place of business is **12049 Woodruff Avenue, Downey, CA 90241** and DUSD places of business are at **Downey High School 11040 Brookshire Ave, Downey, CA 90241** and **Warren High School 8141 DePalma St Downey, 90241**.

DUSD hereby engages The Arc to provide services described herein under "Scope and Manner of Services." The Arc hereby agrees to provide DUSD with such services in exchange for consideration described herein under "Payment for Services Rendered."

Arc Scope and Manner of Service

Services Rendered at Warren High School during the School Year:

- Pick up debris from the quads.
- Pick up debris from tables in the quads.
- Pick up debris from the stadium areas.
- Clear debris from fence lines around the school.
- Clean staff and student parking lots.
- Clean water fountains.
- Clean around the buildings near the library on first and second floors.
- Place liners in large trashcans.
- Clean the front offices.
- Clean the basketball courts,
- Clear Bear Alley for leaves and debris.
- Clean tennis courts and large dumpers.
- As needed – Assist DUSD Custodial crew;
 - Asked to spend more time in bleachers and bear alley during football season only.

Services Rendered at Warren High School during Summer Months:

- Wash trashcans for student use (spring & winter break as well).
- Clean the inside of the large trashcans (spring & winter break as well).
- Remove gum from under the tables.
- Pick up debris from the quads.
- Pick up debris from tables in the quads.
- Pick up debris from the stadium areas.
- Clear debris from fence lines around the school.
- Clean staff and student parking lots.
- Clean water fountains.
- Clean around the buildings near the library on first and second floors.
- Place liners in large trashcans.
- Clean the front offices.
- Clean the basketball courts,
- Clear Bear Alley for leaves and debris.
- Clean tennis courts and large dumpers.
- As needed – Assist DUSD Custodial crew

Services Rendered at Downey High School during the School Year:

- Pick up debris from the quads.
- Pick up debris from tables in the quads.
- Pick up debris from the stadium areas.
- Clear debris from fence lines around the school.
- Clean staff and student parking lots.
- Clean water fountains.
- Clean around the buildings near the library on first and second floors.
- Place liners in large trashcans.
- Clean the front offices.
- Clean the basketball courts,
- Clean tennis courts and large dumpers.
- As needed – Assist DUSD Custodial crew;
 - Asked to spend more time in bleachers during football season only.

Services Rendered at Downey High School during Summer Months:

- Wash trashcans for student use (spring & winter break as well).
- Clean the inside of the large trashcans (spring & winter break as well).
- Remove gum from under the tables.
- Pick up debris from the quads.
- Pick up debris from tables in the quads.
- Pick up debris from the stadium areas.
- Clear debris from fence lines around the school.
- Clean staff and student parking lots.
- Clean water fountains.
- Clean around the buildings near the library on first and second floors.
- Place liners in large trashcans.
- Clean the front offices.
- Clean the basketball courts,
- Clean tennis courts and large dumpers.
- As needed – Assist DUSD Custodial crew

- ❖ Arc set to start summer cleaning program June 10th 2019 thru July 18st 2019 (24days).
- ❖ Arc set for a return to work on August 14th 2019.

Personnel

Workers:

- All workers are employees of The Arc unless otherwise hired by DUSD. All workers will be covered under The Arc's Workers Compensation Insurance.

Work Schedule:

- Summer School Session [June 10, 2019 through July 18, 2019]
 - Monday through Thursday
 - 10:00am – 2:00pm
- Regular School Session [August 14, 2019 through May 29, 2020]
 - Monday through Friday
 - 11:00am – 4:00pm (including a 30 minute lunch break)
- During Regular School Session, The Arc workers will receive a 30-minute lunch break, consistent with California Labor Laws.

Number of Employees:

- The Arc will provide up to 8 workers at a time – 4 workers at Warren High School and 4 workers at Downey High School.
- A Supervisor from The Arc will supervise the work crews at each High School.

Time Recording:

- The Arc will record hours worked.
- The Arc will submit an invoice for payment every month.

Uniform:

- The Arc will establish a dress code for workers that meets DUSD professional and safety standards and The Arc will be responsible for the uniforms.

Payment for Services Rendered

DUSD shall pay The Arc the Total Purchase Order per year in 12 monthly installments for services.

Monthly Cost: \$9,367.50

Total PO per year: \$112,410.00

**Total PO price includes the increase in California Minimum Wage to \$13.00 per hour beginning January 1, 2020.*

Applicable Law

This contract and all employee regulations, including work breaks and safety standards, shall be governed by the laws of the State of California and any applicable Federal law.

1. The Arc shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand, which may be made by reason of:
 - a. any injury to persons or property sustained by the District or by any person, firm, or corporation employed directly or indirectly by the District upon or in connection with its performance under the contract caused by pre-existing and/or existing dangerous or defective conditions of the premises hereunder and other such areas as the District and/or its students or personnel could have access to; and
 - b. any injury to person or property sustained by any person, firm, or corporation caused by any act which is neglectful or willful constitutes an omission of The Arc; and
 - c. The Arc at its own expense and wish shall defend any legal processing that may be brought against the District and/or any of its employees on any such claim or demand as set forth in paragraph (a) and (b) above of this subsection and pay and satisfy the judgment that may be rendered against the District and The Arc as it pertains to this subsection.
2. The District shall hold harmless and indemnify The Arc, its officers, agents, and employees from every claim or demand, which may be made by reason of:
 - a. any injury to person or property sustained by any person, firm, or corporation caused by any act which is neglectful or willful constitutes an omission of the District; and
 - b. the District at its own expense and wish shall defend any legal processing that may be brought against The Arc and/or any of its employees on any such claim

or demand as set forth in paragraph (a) and (b) above of this subsection and pay and satisfy the judgment that may be rendered against the District and The Arc as it pertains to this subsection.

3. This Agreement shall remain in effect until June 30, 2020 unless amended by mutual agreement. Either party may give a 30-day written notice of the termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement June 1, 2019.

Downey Unified School District

The Arc Los Angeles & Orange Counties

BY _____
Christina Aragon

BY Donna Lindley

TITLE Associate Superintendent, Business Services

TITLE Chief Executive Officer

DATE August 6, 2019

DATE 6/1/19

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.PP. APPROVE Agreement for Independent Consultant Services No. 201920-79 with Ms. Jenette Reneau to serve as an instructor for CPR certification courses to be held from August 12, 2019 through August 13, 2019.

Type:

Consent

Attachments:

Jenette Reneau Agreement

DOWNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 201920-79

This AGREEMENT is made and entered into this 3rd day of September 2019,
between the Downey Unified School District ("DISTRICT") and
Jenette Reneau, ("CONSULTANT"), to provide services
under the direction of:
BethAnn Arko/Patricia Sandoval, Classified Human Resources/Spec. Ed.
(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)*.

American Red Cross, CPR Certification

2. LOCATION OF PERFORMANCE/SERVICE: Pace Training Center

3. PERIOD OF AGREEMENT

This Agreement is effective August 12, 2019 and will be completed by August 13, 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 \$48.00 per Employee not to exceed a total of \$12,048.00. 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.

Jenette Reneau

Consultant Name

Signature

Taxpayer ID no. or Soc. Sec. Number

Street Address

City, State, Zip Code

July 23, 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

	01.0	00000.0	00000	74000	5804	7577770	\$	1,296.00
	01.0	33100.0	50010	39000	5804	7430000		10,560.00
Account Number to be Charged:	11.0	06390.0	41100	10000	5804	6284050		192.00

BethAnn Arko

Print Name and Title of Site Administrator

07/23/2019

Date

BethAnn Arko
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

Christina Aragon
Financial Services (verify acct. #)

Agreement for Independent Consultant Services

5 | Page

Rev. 07/10/18

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.QQ. APPROVE Service Agreement No. 201920-80 with Thrively, Inc. to provide a District-wide license to Thrively Pro for students and professional development for teachers from August 6, 2019 through June 30, 2020.

Type:

Consent

Attachments:

Thrively Agreement

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

SERVICE AGREEMENT
Agreement No. 201920-80

THIS AGREEMENT made and entered into this 6th of August, 2019 by and between Bloom Software, Inc., DBA Thrively, 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.
District-wide license for Thrively Pro for 2019 - 2020 school year for up to 1200 students. Two 2-hour onsite PD sessions with AVID Coordinators. Six 2-hour onsite PD sessions (one for each school site).
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 11,300, not to exceed \$ 11,300 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 6, 2019 and will terminate on or before June 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **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

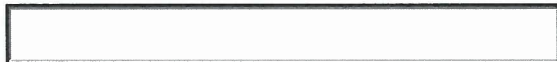
SERVICE PROVIDER

Name: Bloom Software, Inc., DBA Thrively
Dept.:
Address: 3900 W Alameda Ave., Suite 1200
Burbank, CA 91505
Contact: Jeff McConaghy
Phone/email: (323) 633-8717/ jeff@thrively.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Bloom Software, Inc., DBA Thrively


Digitally signed by Jeff McConaghy
DN: cn=Jeff McConaghy, o=Thrively, ou,
email=jeff@thrively.com, c=US
Date: 2019.07.22 10:12:41 -08'00'

Signature

Print Name: Jeff McConaghy

Print Title: Chief Educational Officer

Date: 7/22/2019

District use only below line

Account Number to be Charged 01.0-03000.0-11100-10000-5310-7460080

John M. Harris, Director College and Career Readiness

Name and Title of Site Administrator-Please print


Signature of Site Administrator

7/25/19

Date

Signature of Program Director ONLY IF using categorical funds

Date

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.RR. APPROVE the USC School/School District Placement Agreement for graduate degree programs with USC Rossier School of Education and The USC Suzanne Dworak Peck School of Social Work effective August 1, 2019 through June 30, 2022.

Type:

Consent

Attachments:

USC School/School District Placement Agreement

USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

D.U.S.D. Agreement No. 201920-84

This School / School District Placement Agreement ("Agreement") is made this 1st day of August, 2019 through the 30th of June, 2022, by and between Downey Unified School District, with an address located at 11627 Brookshire Avenue, Downey, CA 90241 ("School" or "District"), and the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3551 Trousdale Parkway, ADM 352, Los Angeles, CA 90089 ("USC"). USC and School/District may be referred to collectively as the "parties" and individually as a "party."

WHEREAS, USC offers graduate degree programs to its students ("Candidates") in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, USC Rossier and the USC Suzanne Dworak-Peck School of Social Work offer graduate degree programs with an online learning component and field placement experiences ("Programs"), including, among others, Programs in the fields of teaching, school counseling, and social work.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District agrees to host one or more Candidates in accordance with the terms of this Agreement and as further set forth in either: (a) the Teaching Candidate Addendum with respect to teaching Candidates; (b) the School Counseling Candidate Addendum with respect to School Counseling Candidates; (c) the School of Social Work Candidate Addendum with respect to School of Social Work Candidate; or (d) such other addenda for such additional Programs as may be agreed upon by the parties from time to time. Each aforementioned Addendum (collectively, the "Addenda") is incorporated into and made a part of this Agreement.

2. Placement Opportunities.

(a) USC will request placements for its Candidates for one or more of the Programs detailed in the Addenda. Each request shall identify the particular Candidate (or, for groups of Candidates, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the Candidate group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC.

(b) The School/District agrees to use good-faith efforts to place Candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Candidate assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of Candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any Candidate for violation of the School's/District's regulations or for other reasonable cause in accordance with the School's/District's standard policies or practice.

3. Compliance with Law.

(a) *Background Investigations.* (i) USC shall inform each Candidate being hosted by the School/District that they are required to complete a background check and receive appropriate clearance(s) in accordance with applicable state and local law prior to commencing any assignment at the School/District (e.g., a State-issued Certificate of Clearance in the case of a teacher placement in California). (ii) The School/District may impose requirements upon Candidates in addition to those required by state law as set forth in Section 3(a)(i) above (the "Additional Requirements"). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term of this Agreement). USC shall communicate all such Additional

Requirements to Candidates, and shall advise Candidates to make any and all additionally required submissions directly to the School/District. Upon notice to the Candidate, the School/District shall have the right to reject any Candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.

4. No Employment Relationship of Candidates.

(a) Candidates are students, and not employees of USC or the School/District. As such, they are not covered by USC's or the School's/District's workers' compensation policies.

(b) Candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC or the School/District. Candidates shall not displace any School/District employee.

(c) The School/District shall provide in writing any requirements for Candidates to obtain and maintain personal liability insurance coverage, which requirements may vary based on the applicable Program. USC shall communicate to Candidates any such School/District coverage requirements, provide reasonable assistance to Candidates in obtaining such coverage, and facilitate each Candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

5. Information, Hiring & Confidentiality.

(a) USC is a non-profit, educational research institution interested in evaluating the success of its graduates in impacting student achievement relative to comparable teachers, school counselors, school social workers, or other appropriate position, as the case may be. As such, USC may request the School/District to provide information to assist USC in its evaluative process. If available, the School/District shall provide such information to USC following any such reasonable request.

(b) The School/District may hire any Candidate(s) upon program completion, but is under no obligation to do so.

(c) USC shall not request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC request any Candidate to share any protected School/District data (whether about School/District students or personnel) with USC.

(d) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

6. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

7. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students, Candidates or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

8. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.

9. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

10. Term, Termination and Renewal. The Term of this Agreement shall begin as of the later of the Effective Date or the date of the School's/District's signature set forth below ("Term Commencement Date") and continue through June 30th of the calendar year following the third anniversary of the Term Commencement Date. Unless any party terminates this Agreement pursuant to this Section 10, this Agreement shall automatically renew for successive one (1) year periods beginning each July 1st thereafter. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a Candidate pursuant to Section 2(b) above, the School/District shall permit current Candidates to complete the current school year at the time of any such termination.

11. Notices. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):

(a) *If to the School/District:* Downey Unified School District, Certificated Human Resources, 11627 Brookshire Avenue, Downey, CA 90241; attention: Alyda R. Mir, Assistant Superintendent; (562) 469-6541.

(b) *If to USC:* University of Southern California, Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-504G, Los Angeles, CA 90089; attention: Dr. Kathy Stowe, Associate Dean of Academic Programs; Facsimile No. (213) 740-5799.

12. Limitation of Liability. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill or any indirect economic damages whatsoever), from causes of action of any kind, including contract, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, or otherwise, even if the party at fault or in breach has been advised or had reason to know in advance of the possibility of incurring such damages.

13. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the

parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.


14. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and fully supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, between the parties hereto or any of their respective affiliates regarding such subject matter. Any waiver, change in, amendment, addition, supplement or other modification of any provision of this Agreement will be valid and effective only if in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims and disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard and tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central District of California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby irrevocably and unconditionally waives any right(s) to trial by jury in any action or proceeding arising under this Section 15 and each party further waives any defense of lack of in personam jurisdiction of said courts. Each party agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys' fees.

16. No Agency; No Assignment. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

DOWNEY UNIFIED SCHOOL DISTRICT CERTIFICATED HUMAN RESOURCES	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE USC ROSSIER SCHOOL OF EDUCATION AND THE USC SUZANNE DWORAK- PECK SCHOOL OF SOCIAL WORK
--	---

Print Name: <u>Alyda R. Mir</u>	Print Name: _____
Signature: 	Signature: _____
Dated: <u>7-24-19</u>	Dated: _____

TEACHING CANDIDATE ADDENDUM TO THE ROSSIER PLACEMENT AGREEMENT

This Teaching Candidate Addendum to the School/School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a teacher of record, in the following categories: (i) “Observation Students” (e.g., recess observation, lunchtime interactions, interactions with parents/teachers, etc.); (ii) “Research Students” (e.g., case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.); and (iii) “Student Teachers” (i.e., “Guided Practice”, with “Guiding Teachers”, as defined in Section 3 below). USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as Observation Students, Research Students and Student Teachers, the length of assignments, and the distribution of assignments.

3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School’s/District’s recommendations, USC’s observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences (“Guiding Teacher”).

(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.

(c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the Student Teacher (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC Student Teacher Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (e.g., CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher’s completion of his or her guided learning assignment, USC shall pay, or direct a designated third party to pay, an honorarium of \$350.00 directly to each Guiding Teacher for his or her participation in a Student Teacher’s guided learning assignment. The School/District agrees that USC may require Guiding Teachers to submit reasonable documentation to USC prior to USC making payments hereunder.

(b) USC shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC

to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC for any such payment(s). For the avoidance of doubt, in the event that USC makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from the Agreement with respect thereto.


(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC shall pay the corresponding honorarium on a pro rata basis.

(d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment ("TPA") of its students as part of USC's teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any Student Teacher may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Student Teachers to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Student Teacher) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.

7. Performance Data. Should the School/District hire any teacher Candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she teaches to measure teacher efficiency relative to other Master of Arts in Teaching graduates and to other new teachers prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 7 shall survive the expiration or termination of the Agreement for any reason.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

DOWNEY UNIFIED SCHOOL DISTRICT CERTIFICATED HUMAN RESOURCES	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION
Print Name: <u>Alyda R. Mir</u>	Print Name: _____
Signature: 	Signature: _____
Dated: <u>7-24-19</u>	Dated: _____

SCHOOL COUNSELING CANDIDATE ADDENDUM TO THE ROSSIER PLACEMENT AGREEMENT

This School Counseling Candidate Addendum to the School / School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a school-site supervisor of record. USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as School Counselor Students, the length of assignments, and the distribution of assignments.

3. School-site Supervisor.

(a) The School/District shall make recommendations to USC regarding [staff members] whom School/District believes are appropriate to serve as “School-site Supervisors” (defined below). Through the School’s/District’s recommendations, USC’s observations and School/District staff references, USC shall identify counselors and other staff working within the School/District to supervise and prepare School Counselor Candidates during their in-school experiences (“School-site Supervisors”).

(b) Both the School/District and USC shall approve the participation of any staff as a School-site Supervisor, provided that the School/District shall use its best efforts to approve a sufficient quantity of School-site Supervisors necessary to oversee the agreed-upon number of School Counselor Candidates placed within the School/District at any time.


(c) Should any School-site Supervisor become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative School-site Supervisor to the School Counselor Candidate (excluding a substitute teacher that replaces the original School-site Supervisor within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC School Counselor Candidate shall be required to sit for and pass applicable, state-specific exams (*for example, in California*, the California Basic Educational Skills Test), as applicable in the Candidate’s state of residence, prior to the commencement of his or her assignment as a School Counselor Candidate.

5. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. As such, any Candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Candidate) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Candidates in obtaining signatures on such forms.

6. Performance Data. Should the School/District hire any school counselor Candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she counsels to measure school counselor efficiency relative to other Master of Education in School Counseling graduates and to other new school counselors prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 6 shall survive the expiration or termination of the Agreement for any reason.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

DOWNEY UNIFIED SCHOOL DISTRICT CERTIFICATED HUMAN RESOURCES	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION
Print Name: <u>Alyda R. Mir</u>	Print Name: _____
Signature: 	Signature: _____
Dated: <u>7-24-19</u>	Dated: _____

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.SS. APPROVE Agreement No. 201920-81 with Jack Schreder & Associates, Inc. to perform a developer fee justification study for the possible assessment of developer fees on residential, commercial, and industrial development projects within the District.

Type:

Consent

Attachments:

Jack Schreder & Associates Agreement

**PROPOSAL/AGREEMENT TO PREPARE
DEVELOPER FEE JUSTIFICATION STUDY
for
DOWNEY UNIFIED SCHOOL DISTRICT**

D.U.S.D. Agreement No. 201920-81

Prepared by:

Jack Schreder & Associates, Inc.
2230 K Street
Sacramento, California 95816
(916) 441-0986

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PURPOSE OF PROJECT

The objective of this project is to determine if a reasonable relationship exists between new residential, commercial, and industrial development and the need for new and/or reconstructed school facilities in the Downey Unified School District. The study will be documented to provide the District with the justification necessary to levy developer fees as authorized by Education Code Section 17620. The report will comply with any new legislative requirements to date, including SB 1693 and AB 3081 requirements.

PROJECT METHODOLOGY

The project that Jack Schreder & Associates, Inc. is proposing will be comprised of the following separate components:

- Component A:** Projection of the residential, commercial, and industrial development.
- Component B:** Identification of student yield factors for residential, commercial, and industrial development.
- Component C:** Generation of enrollment projections based on natural growth and new residential development.
- Component D:** Identification of existing facility capacity, facility needs, and facility costs based on enrollment projections. Class size reduction implementation may affect District capacity.
- Component E:** Preparation of documentation in compliance with current developer fee law.

COMPONENT A

In order to identify the projected student impact of residential, commercial, and industrial development, it is necessary to assess the impact of development. This component of the study will identify the level of future residential, commercial, and industrial development anticipated to occur in the District.

As required to justify developer fees, the specific steps in this component are:

- Identify approved and tentative development projects on file with the county and city planning departments where applicable.
- Identify development potential for vacant and under-developed land.
- Identify city building densities, current zoning, and master plan designations to establish build-out potentials.
- Provide development projections for single family residential and multiple family residential development. Provide projections of commercial and industrial development by category.
- Determine the development impact on the District when pre-existing dwelling units are demolished and replaced by reconstructed dwelling units as it occurs within the District boundaries.
- Project fee revenues for residential, commercial and industrial based on the current maximum fee.

District responsibility: Provide information regarding current and future projected residential development known to the District.

COMPONENT B

State default student yields will be utilized or student generation rates (SGR's) will be calculated to project the student impact of future development. The commercial/industrial SGR's will address employee generation factors, as provided by the San Diego Traffic Generation documentation (17621(e)(1)(B)).

COMPONENT C

Enrollment projections for the District will be provided which are based on the levels of new residential development identified in Component A and the SGR's identified in Component B. The enrollment projections will utilize a cohort survival methodology and proposed residential development where applicable.

District responsibility: Provide demographic information, including CBEDS enrollment for the current school year. Enrollments must be provided by grade level.

COMPONENT D

Once the enrollment projections are established, the District's ability to house future enrollments will be analyzed. The capacity of the District facility will be identified and future enrollments will be "loaded" into the facilities to determine if, and when, the capacity at each grade level organization will be exceeded. The effects of class size reduction program implementation will be determined. Costs for providing new facilities will be provided on a per dwelling unit, per student, and per square foot basis.

In addition to establishing the District's future facility needs and costs, the available facility funding sources will be identified.

District responsibility: Provide a schematic fire drill map or SP1A of each District site, including any closed or unused sites. The schematic should include current class use, District loading policy, and any limitation to housing additional students (classroom use or school site size.) Portable classrooms must be identified for each site, including use, and ownership; if they are leased, terms of lease must be provided.

COMPONENT E

The information and conclusions identified in Components A through D will be included in a report to be delivered to the District upon completion of the project. The report will comply with the requirements of Education Code Section 17620.

CONSULTING FEES

Jack Schreder & Associates, Inc. will provide a digital (PDF) draft copy of the report for district review. After the report is finalized, a digital (PDF) final report will be provided to the district. Upon request, bound hard copies will be provided to the district. Jack Schreder & Associates, Inc. will provide step-by-step instructions to implement the fees. Model resolutions and Board policies for the public hearing process and the establishment of developer fees will also be provided.

Downey Unified School District

Price

Developer Fee Justification Study

\$5906

Note: Education Code Section 17620(a)(5) provides that developer fee revenues may be used to pay for the cost of preparing developer fee justification documentation.

As a courtesy at **no cost to the District**, Jack Schreder & Associates, Inc. will provide a template for your District's 5-year plan as required by Government Code Sections 66006 and 66001. This plan is updated each year and must be available for public review by December 26th (180 days after close of previous fiscal year).

Upon the District's request, Jack Schreder & Associates, Inc. will assist the District with completing the plan. The cost for such assistance is \$165/hour, not to exceed 16 hours.

Additional Considerations

- The quoted price does not include attendance at the Board meeting when the report is presented; this is an additional optional cost for the District.
- Visitations to the district following the completion of the draft will be reimbursed to the Consultant in the amount of \$165 an hour including travel time.
- Reproduction costs for bound hard copies of the final report will be reimbursed to the Consultant.
- Express mail expenses will be documented and reimbursed to the Consultant.


TIME SCHEDULE

The draft report which will include baseline data regarding District capacity, student yield information, classroom loading policies and class size reduction will be determined within 60 days of a signed agreement and receipt of requested information. The final report will be completed 15 days after receipt of the final draft from the District.

This agreement is between the Downey Unified School District and Jack Schreder & Associates, Inc.

Christina Aragon
Associate Superintendent,
Business Services
Downey Unified School District

August 6, 2019
Date



Jack Schreder
Jack Schreder & Associates, Inc.

June 28, 2019
Date

PROFESSIONAL QUALIFICATIONS

*Jack Schreder & Associates, Inc.
Developer Fee Justification Proposal/Agreement*

*June 28, 2019
Page 5*

Dr. Jack S. Schreder
President

As a Government Relations and School Facilities Consultant for the past thirty years, Dr. Schreder has used his expertise to assist school districts with their facility and financial concerns. Dr. Schreder's knowledge of educational facilities and finance has been augmented by his experience working within various California school districts. As a former president of the Associates of California School Administrators (ACSA Region 1), former lobbyist for ACSA, San Diego City Schools, and several private entities, he has developed the skills necessary to develop a process which results in meaningful solutions to resolving impact issues.

Dr. Schreder is a graduate of Stanford University (Ph.D. - Education and Business), San Francisco State University (M.A. - School Administration) and Michigan State University (B.A. Economics).

Kristen G. Schreder
President, School Facilities Division

Kristen Schreder is a specialist on issues relating to State Allocation Board regulations and the Office of Public School Construction policies. She represents over eighty school districts on matters related to the LeRoy Greene School Facility Program. She is an experienced lobbyist in both Louisiana and California.

Ms. Schreder is an honors graduate of Chico State University (Social Science, 1978) and is a graduate of the National Center for Paralegal Training, Atlanta, Georgia, 1982.

Cheryl A. King
Senior Associate

Ms. King has worked extensively with school districts throughout Illinois, Michigan, Colorado and California for over 20 years. Her diverse career includes teaching at both the secondary and university level and developing curriculum and outreach programs at both levels. She also administered programs as an Administrative Assistant for the Michigan Department of Education where she worked in conjunction with 20 school districts statewide to obtain state funding for projects in their districts, including follow-up evaluation procedures.

Her work in California includes extensive grant writing, development and management of programs countywide for Butte County, consultant work with

various school districts and Director of a State Local Partnership Program for the California Arts Council. Ms. King has also worked in the areas of legislative analysis and educational law as a legal assistant in the Sacramento area.

Elona Cunningham
Senior Associate

Ms. Cunningham received her BS in Business Administration with a Minor in Spanish from Menlo College and her English/Spanish Bilingual Multiple Subject Teaching Credential from the University of San Francisco. Her work experience includes five years as a bilingual elementary school teacher in California. Before joining Jack Schreder and Associates in 1997, Ms. Cunningham worked at the corporate offices of J. Crew in New York and the Gap in San Francisco.

Ms. Cunningham has over 14 years of experience in the school facility arena. Her experience includes all areas of school facility planning while specializing in securing facilities funding for school districts throughout the State of California. In order to maximize State funding, district's needs are evaluated and all available facility funding options are considered to maximize funding. Over the course of 14 years she has secured facilities funding for over 100 school districts totaling in excess of \$1 billion in facility funding. In order to secure facility funding, regular interaction with relevant State agencies is critical. Through regular communication and a presence in Sacramento, Ms. Cunningham has developed strong relationships with the Department of the State Architect, California Department of Education, and the Office of Public School Construction.

In addition, Ms. Cunningham prepares Level I Developer Fee Justification Studies and Level II School Facility Needs Assessments to assist with the impact of additional students generated from development projects.

Tamara Caspar
Associate

Ms. Caspar joined our firm in 1998. Ms. Caspar is responsible for tracking and assisting districts with determining new construction and modernization eligibility. Ms. Caspar serves as a liaison between school districts, architects, and State agencies to secure funding for eligible projects in a timely manner.

Jamie M. Iseman

GIS Director

Ms. Iseman received her B.S. in Geography from California State University, Sacramento and her M.S. in Geography with an emphasis in Demographics and Planning from the University of South Carolina. Ms. Iseman worked as a GIS Analyst with the State Department of Health and Environmental Control while in South Carolina and also served as a research assistant for the South Carolina Geographic Alliance, developing computer programs to assist the teaching of Geography to K-12 students.

Since 2001 she has been utilizing Geographic Information Systems (GIS), a powerful computer mapping tool, in the preparation of Demographic Analyses and Master Plans for over 18 California school districts to assist them in analyzing current and historic student populations, the migration of students and community populations, optimizing attendance boundaries, consolidation of current schools, location of new schools, and other geographic area specific analyses for long range planning. She works closely with District staff and oversight committees to develop specific criteria for optimizing current and future facility usage.

Evelyn Shafer Associate

Ms. Shafer has worked in the School Facility Program since 1999 preparing SFP applications for all programs and working closely with districts to maximize funding opportunities. She also prepares Level I and Level II studies.

CLIENT LIST

Jack Schreder & Associates, Inc. has worked with the following districts:

FACILITY FUNDING/ CLASS SIZE REDUCTION

ABC
Alhambra City Elementary
Alpaugh Unified
Antioch Unified
Archoe Union Elementary
Apple Valley Unified
Aromas-San Juan Unified
Banta Elementary
Bayshore Elementary
Bear Valley Unified
Bellevue Union
Benicia Unified
Berkeley Unified
Biggs Unified
Big Lagoon
Big Pine Unified
Bishop
Brawley Union Elementary
Brawley Union High
Buckeye Elementary
Burbank Unified
Butte Valley Unified
Cabrillo Unified
Calistoga Joint Unified
Canyon Elementary
Caruthers Union Elementary
Central Union High
Ceres Unified
Chatom Union Elementary
Cloverdale Unified
Coarsegold Union
Colusa Unified
Corcoran Joint Unified
Corning Union Elementary
Delano Union Elementary
Dos Palos Joint Union Elementary
Eastern Sierra Unified

Empire Union
Enterprise Elementary
Escondido Union Elementary
Etna Union High
Fairfax Elementary
Fillmore
Firebaugh-Las Deltas Unified
Forestville Union Elementary
Fort Bragg Unified
Galt High
Gateway Unified
Gonzales Union High
Grant Elementary
Grass Valley Elementary
Greenfield Union Elementary
Hamilton Union High
Hart-Ransom Union
Holtville Unified
Hughson Union High
Igo-Ono-Platina Union Elementary
Imperial Unified
Janesville Union
John Swett Unified
Johnstonville Elementary
Kenwood Elementary
Keppel Union
Kerman Unified
Kings Canyon Joint Unified
King City Joint Union High
King City Union Elementary
Lassen High
Laytonville Unified
Le Grand Elementary
Lewiston Elementary
Liberty Elementary
Linden Unified
Live Oak Unified
Lone Pine Unified
Los Banos Unified
Los Molinos Unified

Mammoth Unified
Manzanita Elementary
Marysville Joint Unified
McSwain Union Elementary
Merced City Elementary
Middletown Unified
Mt. Diablo Unified
Monson-Sultana Joint Union Elem
Moreno Valley Unified
Morgan Hill Unified
Mother Lode Union Elementary
Napa Valley Unified
National
Newark Unified
North County Joint Union
Elementary
Oak Grove Union Elementary
Oakdale Joint Union High
Oakdale Union Elementary
Oakland Unified
Orange Unified
Orcutt Union Elementary
Orick Elementary
Orland Joint Union Elementary
Orland Joint Union High
Palo Alto Unified
Patterson Joint Unified
Pierce Joint Unified
Planada Elementary
Pleasant Ridge Union Elementary
Plumas Unified
Poway Unified
Ready Springs Union
Red Bluff Union Elementary
Reef-Sunset Unified
Red Bluff Union High
Redding Elementary
Rescue Union Elementary
Richmond Elementary
Rincon Valley Union Elementary
River Delta Unified
Riverbank Unified
Roseland Elementary
Roseville Joint Union High
Ross Valley Elementary

Saddleback Valley Unified
San Benito High
San Bruno Park Elementary
San Gabriel Unified
San Lorenzo Unified
Santa Paula Elementary
Santa Rosa Elementary
Santa Rosa High
Scotts Valley Unified
Selma Unified
Sequoia High
Shaffer Union
Shasta Union Elementary
Shasta Union High
Shoreline Unified
Sierra-Plumas Joint Unified
Sonora Union High
Soquel Union Elementary
Southern Kern Unified
Surprise Valley Joint Unified
Susanville
Sylvan Union Elementary
Tahoe Truckee Unified
Tulelake Basin Joint Unified
Tustin Unified
Ukiah Unified
Victor Elementary
Vista Unified
Washington Unified
Waterford Elementary
Weaver Union
Weed Union Elementary
West Side Union Elementary
Western Placer Unified
Williams Unified
Willits Unified
Winters Joint Unified
Winton Elementary
Woodland Joint Unified
Wright Elementary
Yucaipa-Calimesa Joint Unified

DEVELOPER FEE STUDIES/YIELD
STUDIES

Alameda City Unified
 Allensworth Elementary
 Alexander Valley Union Elementary
 Alpaugh Unified
 Alta-Dutch Flat Union Elementary
 Alview – Dairyland Union Elem.
 Alvina Elementary
 Analy Union High
 Anderson Union High
 Anderson Valley Unified
 Antelope Valley Union High
 Apple Valley Unified
 Arcadia Unified
 Arcohe Union Elementary
 Arena Union Elementary
 Armona Union Elementary
 Aromas-San Juan Unified
 Atascadero Unified
 Atwater Elementary
 Bangor Union Elementary
 Banta Elementary
 Bass Elementary
 Bear Valley Unified
 Bella Vista Elementary
 Belleview Elementary
 Bellevue Union Elementary
 Bellflower Unified
 Belmont-Redwood Shores
 Elementary
 Benicia Unified
 Bennett Valley Union Elementary
 Beverly Hills Unified
 Big Lagoon Union Elementary
 Big Oak Flat-Groveland Unified
 Big Pine Unified
 Big Springs Union Elementary
 Biggs Unified
 Big Valley Joint Unified
 Bishop Union Elementary
 Bishop Joint Union High
 Black Butte Union Elementary
 Black Oak Mine Unified
 Blue Lake Union Elementary
 Bogus Elementary
 Bonny Doon Union Elementary

Bradley Union
 Brawley Union Elementary
 Brawley Union High
 Briggs Elementary
 Brittan Elementary
 Browns Elementary
 Buckeye Elementary
 Buellton Union Elementary
 Burbank Unified
 Butte Valley Unified
 Burlingame Elementary
 Butteville Union Elementary
 Cabrillo Unified
 Cajon Valley Union Elementary
 Calxico Unified
 Calipatria Unified
 Calistoga Joint Unified
 Cambrian Elementary
 Camino Union Elementary
 Camptonville Elementary
 Canyon Union Elementary
 Capay Joint Unified
 Caruthers Unified
 Caruthers Union Elementary
 Caruthers Union High
 Cascade Union Elementary
 Castle Rock Union Elementary
 Castro Valley Unified
 Central Union Elementary
 Central Union High
 Ceres Unified
 Charter Oak Unified
 Chicago Park Elementary
 Chinese Camp Elementary
 Chowchilla Union High
 Chualar Union Elementary
 Cinnabar Elementary
 Clay Joint Elementary
 Clear Creek Elementary
 Cloverdale Unified
 Coffee Creek Elementary
 Cold Spring Elementary
 Columbia Elementary
 Columbia Union
 Colusa Unified

Corcoran Joint Unified
Cotati-Rohnert Park Unified
Cottonwood Union Elementary
Culver City Unified
Curtis Creek Elementary
Covina Valley Unified
Delano Joint Union High
Delano Union Elementary
Delphic Elementary
Delta Island Union Elementary
Delta View Joint Union Elementary
Denair Unified
Dinuba Unified
Dos Palos Oro- Loma Joint Union
Dublin Unified
Ducor Union Elementary
Dunsmuir Elementary
Dunsmuir Joint Union High
Durham Unified
East Nicolaus Joint Union High
El Centro Elementary
El Dorado Union High
Emery Unified
Enterprise Elementary
Esparto Unified
Etna Union High
Eureka City Elementary
Exeter Union Elementary
Exeter Union High
Fallbrook Union Elementary
Fall River Joint Unified
Feather Falls Union
Ferndale Unified
Fillmore Unified
Firebaugh-Las Deltas Unified
Flournoy Union Elementary
Fontana Unified
Forestville Union Elementary
Forks of Salmon Elementary
Fort Bragg Unified
Fort Ross Elementary
Fort Sage Unified
Fortuna Union Elementary
Franklin Elementary
French Gulch-Whiskeytown Elem

Galt Joint Union High
Gateway Unified
Gazelle Union Elementary
Gold Oak Union
Gold Trail Union
Golden Hills
Golden Feather Union
Gonzales Union High
Gorman Elementary
Gorman Unified
Grant Elementary
Grant Joint Union High
Grass Valley Elementary
Gravenstein Union Elementary
Grossmont Union High
Guadalupe Union Elementary
Gustine Unified
Grenada Elementary
Guerneville Elementary
Hamilton Union Elementary
Hamilton Union High
Hanford Elementary
Hanford Joint Union High
Happy Valley Union Elementary
Harmony Union Elementary
Hart-Ransom Union Elementary
Hayward Unified
Healdsburg Unified
Hilmar Unified
Holtville Unified
Hornbrook Elementary
Howell Mountain Elementary
Hughes Elizabeth Lakes Union Elem
Hughson Unified
Hughson Union High
Igo, Ono, Platina Union Elementary
Imperial Unified
Indian Diggings Elementary
Indian Springs Elementary
Irvine Unified
Island Union Elementary
Jamestown Elementary
Janesville Union Elementary
John Swett Unified
Johnstonville Elementary

Julian Union High
Junction Elementary (Shasta)
Junction Elementary (Siskiyou)
Kenwood Elementary
Keppel Union Elementary
Kerman Unified
Keyes Union Elementary
King City Joint Union High
Kings Canyon Joint Unified
Kings River Union Elementary
Kings River-Hardwick Union Elem
Kingsburg High
Kingsburg Joint Union Elementary
Kirkwood Elementary
Kit Carson Union
Klamath River Union Elementary
Knightsen Elementary
La Honda Pescadero Unified
Lafayette Elementary
Laguna Salida Union Elementary
Lagunitas Elementary
Lakeport Unified
Lakeside Union Elementary
Lake Tahoe Unified
Lammersville Elementary
Larkspur Elementary
Las Lomitas Elementary
Lassen Union High
Laton Joint Unified
Latrobe
Lawndale Elementary
Le Grand Union Elementary
Le Grand Union High
Lemoore Union Elementary
Lemoore Union High
Lewiston Elementary
Liberty Elementary (Petaluma)
Liberty Elementary (Sonoma)
Liberty Union High
Linden Unified
Lindsay Unified
Little Shasta Elementary
Live Oak Unified
Los Alamos Elementary
Los Banos Unified

Los Gatos- Saratoga Jt Union High
Los Molinos Unified
Los Olivos Elementary
Lucia Mar Unified
Lynwood Unified
Magnolia Union Elementary
Mammoth Unified
Manhattan Beach Unified
Marcum-Illinois Union
Mariposa County Unified
Mark West Union
Martinez Unified
Marysville Joint Unified
Maxwell Unified
McCabe Union Elementary
McCloud Union Elementary
McSwain Union Elementary
Mendocino Unified
Meadows Union Elementary
Mendota Unified
Menlo Park City Elementary
Meridian Elementary
Millbrae Elementary
Millville Elementary
Milpitas Unified
Mojave Unified
Monroe Elementary
Monson-Sultana Joint Union Elem
Montague Elementary
Montebello Elementary
Montecito Union Elementary
Monte Rio Union Elementary
Moreland Elementary
Morgan Hill Unified
Morongo Unified
Mother Lode Union Elementary
Mountain Union Elementary
Mt. Diablo Unified
Mt. Shasta Union
Mulberry Elementary
Mupu Elementary
Napa Valley Unified
Novato Unified
Needles Unified
Nevada City

Nevada Joint Union High
Newark Unified
New Jerusalem Elementary
Nicasio Elementary
North County Joint Union
North Cow Creek Elementary
Novato Unified
Oak Grove Union Elementary
Oak Run Elementary
Oakdale Joint Union High
Oakdale Unified
Oakdale Union Elementary
Oakland Unified
Oak View Union Elementary
Ojai Unified
Old Adobe Union Elementary
Orchard
Orcutt Union Elementary
Orinda Union Elementary
Orland Joint Unified
Orland Joint Union Elementary
Orland Joint Union High
Oroville City Elementary
Oroville Union High
Pacheco Union Elementary
Pacific Grove Unified
Pacific Union Elementary
Palermo Union
Palmdale Elementary
Palo Alto Unified
Patterson Unified
Pierce Joint Unified
Piner-Olivet Union Elementary
Pioneer Union Elementary
Pittsburg Unified
Placerville Union Elementary
Plainsburg Union Elementary
Planada Elementary
Pleasant Ridge Union Elementary
Pleasant View Elementary
Plumas Unified
Point Arena Joint Union High
Pollock Pines Elementary
Portola Valley Elementary
Quartz Valley Elementary

Raisin City Elementary
Ravendale Elementary
Ravenswood City Elementary
Ready Springs Union
Red Bluff Union Elementary
Redding Elementary
Redondo Beach Unified
Reed Union Elementary
Reef Sunset Unified
Richfield Elementary
Richgrove Elementary
Richmond Elementary
Rincon Valley Union Elementary
Riverbank Unified
River Delta Unified
Roberts Ferry Union Elementary
Robla Elementary
Rockford Elementary
Roseland Elementary
Ross Valley
Rowland Unified
Sacramento City Unified
Saddleback Valley Unified
San Antonio Union Elementary
San Carlos Elementary
San Bruno Park Elementary
San Juan Union Elementary
San Lorenzo Unified
San Lorenzo Valley Unified
San Lucas Union Elementary
San Mateo-Foster City
San Mateo Union High
San Rafael City Elementary
San Rafael City High
San Ramon Valley Unified
Santa Clara Unified
Santa Cruz City Elementary
Santa Cruz City High
Santa Maria Joint Union High
Santa Maria-Bonita
Santa Paula Elementary
Saratoga Union Elementary
Sausalito Elementary
Sausalito Marin City
Sawyers Bar Elementary

Scotts Valley Unified
Sebastopol Union Elementary
Seeley Union Elementary
Seid Unified
Selma Unified
Sequoia Union High
Shaffer Union Elementary
Shasta Lake Union Elementary
Shasta Union Elementary
Shasta Union High
Sierra-Plumas Joint Unified
Siskiyou Union High
Snowline Joint Unified
Soledad Unified
Somis Union Elementary
Sonora Elementary
Sonora Union
Sonora Union High
Soquel Union Elementary
Soulsbyville Elementary
South Bay Union Elementary
South Pasadena Unified
South San Francisco Unified
Standard Elementary
Stanislaus Union Elementary
Strathmore Union Elementary
Summerville Elementary
Summerville High
Sunol Glen Unified
Surprise Valley Joint Elementary
Susanville
Sutter Union High
Tamalpais Union High
Tehachapi Unified
Temple City Unified
Thermalito Union
Traver Joint Elementary
Tres Pinos Union Elementary
Trinity Union High
Twain Harte-Long Barn Union
Twin Hills Union Elementary
Twin Ridges Elementary
Ukiah Unified
Union Hill Elementary
Visalia Unified

Washington Union Elementary
Washington Union High
Weaver Union Elementary
Weaverville Elementary
Weed Union Elementary
West Contra Costa Unified
West Covina Unified
West Fresno Elementary
Western Placer Unified
Westmorland Union Elementary
Westwood Unified
Whisman Elementary
Whitmore Union Elementary
Williams Unified
Willits Unified
Willow Creek Elementary
Willow Grove Union Elementary
Willows Unified
Wilmar Union Elementary
Winton Elementary
Wiseburn Elementary
Woodland Joint Unified
Woodside Elementary
Wright Elementary
Yreka Union Elementary
Yreka Union High
Yuba City Unified

DEMOGRAPHIC/FACILITY PLANS

Alameda Unified
Banta Elementary
Bellflower Unified
Bellevue Union Elementary
Big Oak Flat-Groveland Unified
Biggs Unified
Big Valley Joint Unified
Black Oak Mine Unified
Brawley Elementary
Brawley Union High
Brittan Elementary
Calistoga Joint Unified
Chico Unified
Columbia Elementary
Corning Union Elementary

Delano Union Elementary
Dos Palos Oro-Loma Joint Unified
Dublin Unified
Edison Elementary
Esparto Unified
Firebaugh-Las Deltas Unified
Fort Bragg Unified
Fort Sage Unified
Galt Joint Union High
Gateway Unified
Glenn County Office of Education
Golden Plains Unified
Hamilton Union Elementary
Hamilton Union High
Happy Valley Union Elementary
Hart-Ransom Union Elementary
Hayward Unified
Healdsburg Unified
Imperial Unified
Irvine Unified
Jamestown Elementary
Janesville Union
John Swett Unified
Johnstonville Elementary
Kerman Unified
Kings River Union Elementary
Kingsburg Joint Union High
Lassen High
Le Grand Union High
Los Banos Unified
Mariposa County Unified
Mark West Union
Martinez Unified
Moraga Elementary
Morgan Hill Unified
Mountain View Whisman
Napa Valley Unified
Norwalk-La Mirada Unified
North Monterey County Unified
Oakdale Unified
Oakdale Joint Unified
Orcutt Union Elementary
Orland Joint Unified
Pacheco Union Elementary
Patterson Unified

Pierce Unified
Plumas Unified
Redondo Beach Unified
Richmond Elementary
Rincon Valley Union Elementary
Riverbank Unified
Robla Elementary
Roseland Elementary
Ross Valley Elementary
Saddleback Valley Unified
Saint Helena Unified
San Carlos Elementary
San Ramon Valley Unified
West Contra Costa Unified
West Covina Unified
West Fresno Elementary
Western Placer Unified
Westmorland Union Elementary
Westwood Unified
Whisman Elementary
Whitmore Union Elementary
Williams Unified
Willits Unified
Willow Creek Elementary
Willow Grove Union Elementary
Willows Unified
Wilmar Union Elementary
Winton Elementary
Wiseburn Elementary
Woodland Joint Unified
Woodside Elementary
Wright Elementary
Yreka Union Elementary
Yreka Union High
Yuba City Unified

REDEVELOPMENT ANALYSIS

Alameda City Unified
Calaveras Unified
Ceres Unified
Delano Union Elementary
Franklin-McKinley Elementary
Long Beach Unified

Lucia Mar Unified
Oakland Unified
Riverbank Unified
Sacramento City Unified
Southwest
Santa Rosa Schools
Tehachapi Unified
Waterford Unified
West Contra Costa Unified
Winters Joint Unified

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.TT. APPROVE Contract No. C-19313:19:24 with the Los Angeles County Office of Education to allow use of computer software for HRS and/or PSFS data from July 1, 2019 through June 30, 2024.

Type:

Consent

Attachments:

LACOE HRS and PSFS Data Software License

LOS ANGELES COUNTY OFFICE OF EDUCATION
LICENSE CONTRACT
FOR USE OF SOFTWARE PERSONAL COMPUTER PRODUCTS
FOR
DISTRICT USE OF HRS AND/OR PSFS DATA

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

DOWNEY USD, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

- 1.1 LACOE has entered into a Contract with Hess & Associates, hereinafter referred to as Contractor, for non-exclusive use of personal computer proprietary software products in connection with LACOE's Human Resources System (HRS) and PeopleSoft Financial System (PSFS) to provide districts with the capability of downloading information from these systems to District Personal Computers (PCs). District has requested LACOE to provide said capabilities, and LACOE agrees to do so in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's project director who is Tracy Minor.
- 1.2 Schedule A, Price Schedule and Services, attached hereto and made a part hereof, indicates the monthly rates for PC Products used by the District. LACOE will provide the District with Revised Schedule A(s) during the contract year to reflect the addition and/or deletion of subscribed products, and, by July 1 of each year to notify the District of the following fiscal year rates.
- 1.3 LACOE will also provide the District with an Addendum to Govern Use of Social Security Numbers (SSN) for Human Resources/Payroll Systems, and by July send notice to the District to confirm its intent to continue the use of SSN in the PC Products. If LACOE does not receive confirmation from the District by July 31, the use of SSN in its PC Products will be removed.

2. TERM AND TERMINATION

- 2.1 This Contract is effective July 1, 2019 and shall remain in effect through June 30, 2024.
- 2.2 The Contract may be terminated by the District by providing LACOE with written notice of intention to terminate by June 1, of the then current fiscal year for termination on July 1, of the next fiscal year. The Contract may be amended by mutual consent of the parties.
- 2.3 District, upon implementation of the BEST Advantage Financial System, may terminate at any time its PC PSFS subscription by giving LACOE a written "Notice of Termination." Upon receipt of such Notice of Termination, LACOE shall immediately or on the date, if any, specified in said Notice of Termination, whichever is later, cease District's access to PSFS. District shall be liable for fees incurred for use of PC PSFS up to the date of termination, unless LACOE, at its sole discretion, waives the fees due to extenuating circumstances.
- 2.4 District shall also have the option to terminate its Labels, Lists and Letters and Labor subscription(s) any time after December 31 of the fiscal year the District implements the BEST Advantage Human Capital Management System. District must provide LACOE a written "Notice to Terminate" the subscription(s). Upon receipt of such Notice of Termination, LACOE shall immediately or on the date, if any, specified in said Notice of Termination, whichever is later, cease District's access to Labels, Lists and Labels and Labor. District shall be liable for fees incurred for use of Labels, Lists and Letters and Labor up to the date of termination, unless LACOE, at its sole discretion, waives the fees due to extenuating circumstances.

3. ACCEPTANCE OF THE LICENSED SOFTWARE

District is entitled to a one (1) month trial period for the PC Products licensed hereunder. District shall accept or return the software to LACOE the first working day following the end of the applicable trial period. Charges for the software accepted by the District shall commence on the acceptance date of said software commencing on either the 1st or 15th of the month and shall be reflected in this Contract as due and payable as of the date of acceptance. It is understood and agreed that the trial period is intended to demonstrate the software capabilities and does not imply that LACOE will provide the District with either complete data or support as specified herein. Support and other services shall commence upon the date of District's acceptance of the software and upon execution of this Contract. See Schedule A for District's effective dates and monthly rates.

4. RESPONSIBILITIES OF LACOE

LACOE is responsible for coordinating and securing the work of LACOE's Contractor as required to assure the products licensed by District pursuant to this Contract are in good working order, and that District has access to support for the products. LACOE is responsible for all quality control, including responding to problems encountered by the District. In the event a problem arises with any licensed product, LACOE's Project Director is responsible for coordinating all work required to resolve the problem.

5. SERVICES TO BE PROVIDED BY LACOE'S CONTRACTOR

LACOE, through its Contractor, shall provide the District with the following services in support of the District's license of the PC Products as specified in Schedule A:

5.1 Initial Installation

Install the Product(s) selected by the District on each licensed workstation.

5.2 Initial Training

Conduct an initial training session for four (4) hours for employees of the District.

5.3 Initial Reports

Develop ten (10) reports each using standard system features as a part of the initial installation of the PC Products licensed hereunder.

5.4 Data Delivery

PC Product data is updated and posted on LACOE's RAD website for the duration of the license for PC Products. The data file(s) are available for download daily by select staff based on District authorized security access. PC Products LLL is updated daily and PC Products Labor and PSFS are updated weekly.

5.5 Additional Support - No Charge

Provide sixteen (16) hours of support to the District during each Contract year in the following areas:

- 1) Hot line calls
- 2) On-site support

- 3) Additional training
- 4) Special reports

5.6 Turnover Training

Provide initial training to staff of the District who are new to the Product(s) licensed hereunder, and are replacing staff who previously executed the Product(s). This training will be provided at no charge to the District.

6. LICENSE PRICING

- 6.1 Stand-Alone Versions base monthly charge for each product Labels, Lists and Letters (LLL), and Labor is \$200.00 plus \$.03 per employee, and may change for Contract Years 2 to 5, as determined by the number of active and inactive employees in the HRS file as of April of each year the Contract is in effect.
- 6.2 Stand-Alone Version base monthly charge for PSFS is \$270.00.
- 6.3 The charge for each additional Stand-Alone copy is \$20.00 per month.
- 6.4 Network Version(s) base monthly charge is an additional \$40.00 per product(s). The price includes up to eight (8) authorized users at no additional charge.
- 6.5 The charge for the credential file, an optional product enhancement for LLL, shall be \$25.00 per month.
- 6.6 The charge for each authorized user beyond eight is \$10.00 per month per product.
- 6.7 The charge for Historical Data Access is \$200.00 per month per PC Product. Historical Data Access is provided as an optional service to Districts who terminate their regular subscription for one or more of the PC Products and want to continue use of the PC Products to view historical data provided to the District during the time of their regular paid subscription. This added service is strictly for viewing access only and will not include software support from the Contractor. LACOE will notify Contractor in writing of a School District's intent to use PC Products for Historical Data Access only.

7. PAYMENT

District shall pay LACOE for software products licensed hereunder. Payment shall be made upon acceptance of the software product(s) on a quarterly basis by journal voucher transfer. The journal voucher for PC Product charges will be made to the following accounts.

K-12 School Districts	01.0-00000.0-00000-72000-5890-0000000
Charter Schools	09.0-00000.0-00000-72000-5890-0000000
Community College Districts	01.0-00000.0-00000-00000-5890-0000000

The warrant for the annual fee for fiscally independent agencies shall be issued to LACOE within thirty (30) days of the LACOE invoice date and shall be mailed to:

LACOE SFS
Attention: PC Products Unit
9300 Imperial Highway
Downey, CA 90242

The license fees for Product(s) licensed by the District are listed in Schedule A.

8. REPLACEMENT OF SOFTWARE AFTER LOSS OR DESTRUCTION

In the event of loss or destruction of the Product(s) licensed hereunder, LACOE shall direct the Contractor to replace, for a reasonable charge, the Product(s) as described herein.

9. PROPRIETARY RIGHTS OF CONTRACTOR

District recognizes that the computer programs, and all other materials supplied hereunder are subject to the proprietary rights of the Contractor. The District agrees that the Products, and all information or data supplied by the Contractor, in machine-readable form or otherwise, are protected under the laws of copyright and that their use must be carefully and continuously controlled.

10. TITLE

The District does not obtain title to the programs in machine-readable form or otherwise. District shall keep each and every program free and clear of all claims, liens, and encumbrances, except those of Contractor and any act of the District, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

11. COPIES

The computer programs and other items supplied by Contractor hereunder are for the sole use of the District as specified herein. District agrees that while this Contract is in effect, or while the District has custody or possession of any property of Contractor, it will not copy or duplicate, or permit anyone else to copy or duplicate any physical or magnetic version of the computer programs, documentation of information in machine-readable, printed, or other form.

District agrees that the District will not create or attempt to create, or permit others to create or attempt to create, the source programs or any part thereof from the object programs or from other information made available under this Contract or otherwise whether oral, written, tangible, or intangible. The District may copy, for its own use, at its own expense, operator manuals, training materials, and other user-oriented materials, but shall advise LACOE of the number of copies made and their distribution.

12. USER RESTRICTIONS

The computer programs licensed hereunder shall be used only on an authorized single personal computer system and its associated peripheral units (referred to as the machine). For the stand-alone version of the Product(s), only one (1) machine is authorized per copy of the product licensed.

For the network version of the Product(s), one (1) machine ("server") may have the software installed. A limit of up to eight (8) machines or users may be connected through a network, before additional network versions are considered, to the above server machine and are authorized to use the Product(s).

Use of the programs shall consist either of copying any portion of the program from storage units or media into the machine, or the processing of data with the programs, or both. All programs, documentation, and materials in machine-readable form supplied under this license shall be kept in a secure place, under access and use restrictions satisfactory to Contractor and not less restrictive than those applied to the District's most valuable and sensitive programs.

13. DESTRUCTION OF PRODUCTS UPON TERMINATION OF LICENSE

Upon the cancellation, expiration, or other termination of this Contract, the District shall, at the option of LACOE; either destroy all copies of the PC

Product(s) at the District, or allow the Contractor to remove all copies of the PC Products from District hardware.

14. INDEMNIFICATION

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

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

15. INSURANCE

District shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and LACOE as their interests may appear.

16. FAILURE TO COMPLY

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

17. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the District is an independent contractor and not an officer, employee or agent of LACOE. The

District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

18. RECORD RETENTION AND INSPECTION

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

19. MODIFICATION

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

20. SEVERABILITY/WAIVER

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

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

21. ASSIGNMENT

The District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, the District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

22. INTEGRATION

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

23. ATTORNEY'S FEES

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

24. GOVERNING LAW/FORUM SELECTION

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

25. NOTICES

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

LACOE:

Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW 1006
Downey, CA 90242-2890

District:

To the District's mailing address

26. EMPLOYEE FINGERPRINTING

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

27. TOBACCO AND MARIJUANA-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco/marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco/marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

28. ALCOHOL AND DRUG-FREE WORKPLACE

The District hereby certifies under penalty of perjury under the laws of the State of California that District will, when on LACOE facilities or LACOE events, comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

29. NON-DISCRIMINATION AND NON-SEGREGATION

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

30. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

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

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

- 31.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 31.2 Have not, within a three (3) year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 31.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 30.2 above, of this certification; and,
- 31.4 Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

32. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

33. EXECUTION REQUIREMENTS

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

with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

DOWNEY UNIFIED
SCHOOL DISTRICT

By _____
Patricia Smith
Interim Chief Financial Officer

By _____
Christina Aragon
Typed or Printed Name

Title Associate Superintendent, Business Services

Date _____
lm 5-21
Board 6/17/19

Date July 18, 2019

CONTRACT NUMBER C-19313

LOS ANGELES COUNTY OFFICE OF EDUCATION

AND

DOWNEY UNIFIED SCHOOL DISTRICT

SCHEDULE A
PRICE SCHEDULE AND SERVICES
FOR
PC PRODUCT(S)

Effective: July 1, 2019 through June 30, 2020

<u>PRODUCTS</u>	<u>MONTHLY RATES</u>
LLL	\$ 422
LLL-Credentials	25
LLL-Net	80
Labor	422
Labor-Net	80
PSF	270
PSF-Net	40
TOTAL MONTHLY RATE	<u>\$ 1,339</u>

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.UU. APPROVE the 2019-20 Community Development Block Grant (CDBG) Subrecipient Grant Agreement between the City of Downey and the Downey Unified School District to provide counseling and group support services for at-risk youths in Downey.

Type:

Consent

Attachments:

CDBG Subrecipient Grant Agreement

**2019-2020 CDBG
SUBRECIPIENT GRANT AGREEMENT
BETWEEN THE CITY OF DOWNEY AND
THE DOWNEY UNIFIED SCHOOL DISTRICT
(CFDA No. 14.218)**

This Subrecipient Grant Agreement ("Agreement") is made and entered into on this 14th day of May 2019, by and between the CITY OF DOWNEY, a Municipal Corporation and Charter City (hereinafter "CITY" or the "CITY"), and DOWNEY UNIFIED SCHOOL DISTRICT, a public body, corporate (hereinafter "SUBRECIPIENT"), and is made with reference to the following facts:

WHEREAS, the CITY is a recipient of federal Community Development Block Grant (hereinafter called "CDBG") Program funds from the Department of Housing and Urban Development, whose regulations allow the CITY to contract with another public agency to undertake eligible activities; and

WHEREAS, the CITY has approved the allocation of federal CDBG Program funds to assist the SUBRECIPIENT with specified programs which provides counseling and group support services for at-risk youths; and

WHEREAS, the SUBRECIPIENT has or can obtain the expertise, and has authority to undertake the activities contemplated by this Agreement; and

WHEREAS, unless specified otherwise below, the CITY hereby designates its Housing Manager or his or her designee as Program Administrator ("Program Administrator") to act as CITY's representative for the performance of this Agreement. Program Administrator shall have the power to act on behalf of CITY for all purposes under this Agreement. SUBRECIPIENT shall not accept direction or orders from any person other than the Program Administrator or his or her designee.

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Work:
 - A. The SUBRECIPIENT shall use \$ \$18,403 in CDBG Program funds to administer and implement the 10-20 Club Outreach Program, a program providing counseling and group support services to at-risk youths in the community.
 - B. The SUBRECIPIENT agrees to use \$6,651 IN CDBG Funds for the True Lasting Connection Family Resource Center, to provide regularly scheduled health screening for SUBRECIPIENT's low income students.

- C. The SUBRECIPIENT agrees to oversee any contract(s), including but not limited to contract administration and monitoring.
2. Performance Schedule: The SUBRECIPIENT shall complete the Scope of Work as set forth in Section 1 by no later than June 30, 2020.
3. Disbursement of Grant Funds: It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$25,054 (Twenty-Five Thousand and Fifty-Four Dollars) in CDBG Program funds to be used towards the activities listed in Section 1 ("Scope of Work").

The SUBRECIPIENT agrees to request not more than two (2) grant drawdowns, each of \$12,527 (Twelve Thousand Five Hundred Twenty-Seven Dollars) from the CITY. The first drawdown request may be made no earlier than October 1, 2019 and the second drawdown request may be made no earlier than January 1, 2020.

Each drawdown request made by the SUBRECIPIENT must include an expenditure report that includes a breakdown of expenses equal to or exceeding the CDBG drawdown amount. The CITY shall pay on such invoices within thirty (30) days after receipt thereof; provided CITY is satisfied that such expenses have been incurred within the scope of this Agreement and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.

The SUBRECIPIENT agrees to be responsible for costs and expenses incurred over the amount of CDBG Program funds contributed by the CITY pursuant to this Agreement.

The SUBRECIPIENT agrees to prepare and submit quarterly status report reflecting the SUBRECIPIENT activity in a form and content that is required by the Program Administrator.

4. Maintenance and Availability of Records: SUBRECIPIENT agrees to establish and maintain separate project files and accounting records. The SUBRECIPIENT shall maintain all records required by the Federal Regulation specified in 24 C.F.R. 570.506. For each applicant, the SUBRECIPIENT will maintain case files that include the applicant's application, records documenting eligibility, demographic information, scope of work, expense log and a completion notice.

SUBRECIPIENT agrees to comply with OMB Circular A-110, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all cost incurred. The SUBRECIPIENT shall administer

its program in conformance with OMB circular A-122: "Cost Principles for Non-Profit Organization".

SUBRECIPIENT shall utilize an accounting system in accordance with generally accepted accounting principles and standards. SUBRECIPIENT shall retain all records for at least five (5) years from the date of completion of work.

SUBRECIPIENT agrees to make available for inspection purposes, its project files, financial records, and all other records pertaining to the performance of this Agreement to authorized CITY and Federal personnel to fulfill monitoring compliance obligations.

5. Compliance with Federal and State Law and Certification of Assurances: The SUBRECIPIENT agrees to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement. SUBRECIPIENT acknowledges that the CDBG funds allocated to the SUBRECIPIENT for this Agreement are Federal funds, and that consequently, the expenditure of these funds is subject to specific requirements set forth in various Federal regulations and agreements between the CITY and U.S. Department of Housing and Urban Development.

In particular, this Agreement is subject to requirements contained in 24 Code of Federal Regulations Part 570, and Title I of the Housing and Community Development Act of 1974.

SUBRECIPIENT and CITY agree to cooperate to the fullest extent possible to insure compliance with all Federal requirements. SUBRECIPIENT further warrants that it will make all reasonable effort to comply with the following requirements:

- A. Program Income. Transfers of grant funds by the CITY to the SUBRECIPIENT shall be made in accordance with the principles described in 24 C.F.R. 507.504 (b) (2) (I) and (ii). Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall be paid to the CITY as required under CDBG Regulation under 24 C.F.R. 507.504(b).
- B. Uniform Administrative Requirements. The SUBRECIPIENT shall comply with applicable uniform administrative requirements described in 24 C.F.R. Part 570.502.
- C. Environmental Standards. Compliance with the National Environmental Policy Act of 1969 and the Clean Air Act as amended, 42 USC 1857 etc. seq., the Federal Water Pollution

Control Act as amended, 33 USC 1251 et. seq. and EPA regulations in 40 C.F.R. Part 40, as amended.

D. Affirmative Action Policy.

1. SUBRECIPIENT shall not on the ground of race, color, national origin or sex:
 - a. Exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity.
 - b. Deny any facilities, services, financial aid or other benefits provided under the program or activity.
 - c. Provide any facilities, services, financial aid or other benefits, which are different or are provided in a different form from that provided to others under the program or activity.
 - d. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program activity.
 - e. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program activity.
 - f. Treat any individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
 - g. Deny an opportunity to participate in a program or activity as an employee.
 - h. Provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 C.F.R. Part 24, Subpart F.

2. SUBRECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.
 3. SUBRECIPIENT shall comply with action described in 24 C.F.R. 570.602(b) (4) pertaining to affirmative action in correcting or overcoming conditions which result in discriminatory practice.
 4. Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to qualified handicapped individuals under the Rehabilitation Act of 1973.
- E. Drug Free Workplace. Pursuant to 24 C.F.R. 84.48 and Appendix A to Part 84, SUBRECIPIENT shall certify that it will provide a drug free-workplace, as required by 42 U.S.C. 701.
- F. Labor Standards. Compliance with Federal Labor Standards, under Section 109 of the Act, on construction work financed in whole or in part with CDBG Program funds.
- G. Standard of Care. SUBRECIPIENT agrees and warrants: (1) that its performance under this Agreement shall be consistent with all applicable professional standards; (2) the skill and experience of its employees and contractors; and (3) that employees and contractors have all licenses, permits, qualifications and approvals required by law.”
- H. Equal Employment & Contracting Opportunities.
1. SUBRECIPIENT certifies and represents that, during the performance of the Agreement, the SUBRECIPIENT will adhere to Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 C.F.R. 60, pertaining to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age.
 2. SUBRECIPIENT agrees to comply with Section 3 of the Housing & Urban Development Act of 1968, in all

solicitations or advertisements for applicants for employment placed by or on behalf of the SUBRECIPIENT, state that is an "Equal Opportunity-Affirmative Action Employer", or all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.

3. SUBRECIPIENT agrees to provide the CITY with access to and copies, if requested, of all of its records pertaining or relating to its employment practices to the extent such records are not confidential or privileged under State and Federal law.
4. SUBRECIPIENT agrees to recruit and encourage business owned by persons who are members of a protected class to bid on its subcontract.
5. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- I. Debarred or Ineligible Contractors. SUBRECIPIENT shall not use CDBG Program funds directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor which has been placed, by the Department of Housing and Urban Development, on ineligibility status or suspension, under the provisions of 24 C.F.R. Part 24.
6. Non-Expendable Property: Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$500.00 or more per unit. Nonexpendable property shall also include tangible personal property, including but not limited to office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. All nonexpendable personal property specifically purchased with CDBG Program funds must have the prior written approval of the Program Administrator, or designee. An inventory record shall be maintained for each item of nonexpendable property specifically acquired by SUBRECIPIENT acquired for this program with CDBG Program funds. This record shall be provided to CITY upon request, and in all quarterly audit reports as described herein. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of CITY and otherwise comply with all applicable laws and regulations. Upon termination of this Agreement, CITY reserves the right to determine the final disposition of said nonexpendable property acquired

for this program with CDBG Program funds, including funds derived therefrom. Said disposition may include CITY taking possession and title of said nonexpendable property.

7. Purchase or Lease of Nonexpendable Property or Equipment: Upon receiving written approval by CITY, SUBRECIPIENT shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property or equipment as defined above.
8. Expendable Personal Property: Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of \$500.00 (Five Hundred dollars) or more per unit and specifically purchased with CDBG Program funds must have prior written approval of CITY.
9. Acquisition of Supplies and Equipment: SUBRECIPIENT may purchase from an agency/organization similar to SUBRECIPIENT only if: (a) prior authorization is obtained in writing from CITY, (b) charges do not exceed the authorized amount and minimum written specifications are met, (c) a community-related benefit is derived from such SUBRECIPIENT-related acquisition, and (d) no conflict of interest for private gain accrues to SUBRECIPIENT or its employees, agents or officers.

CITY reserves the right to disallow any purchase from any related vendor of supplies, equipment, nonexpendable property or expendable property which is specifically purchased in whole or in part with funds provided by this Agreement. SUBRECIPIENT may seek prior approval of CITY for any such expenditures, and prior approval which is granted shall be binding on CITY unless such expenditure violates federal law or regulations or is disallowed by HUD.

10. Purchase and Invoice Deadlines: Purchase of equipment or property must be completed before the last three (3) months prior to the expiration of this Agreement and all equipment bills are to be paid within the last two (2) months of this period. No expendable or nonexpendable property or equipment is to be purchased during the last three (3) months of this Agreement, unless approved by CITY in writing. Invoices for all obligations or expenditures specifically authorized and incurred under this Agreement must be submitted to CITY Finance Department within sixty (60) days after the applicable period or they shall not be honored. Exceptions to the preceding limitations require prior written approval by CITY.
11. Travel and Conference Restrictions: SUBRECIPIENT certifies and agrees that travel and conference expenses for persons other than employees of

SUBRECIPIENT will not be paid by funds provided through this Agreement. SUBRECIPIENT shall not expend CDBG Program funds for out-of-state travel.

12. Use of Funds for Entertainment, Gifts, or Fundraising Activities: SUBRECIPIENT certifies and agrees that it will not use funds provided through this Agreement to pay for entertainment, gifts, or fundraising activities.
13. Program and Service Delivery Monitoring: The Program Administrator, or designee, will conduct periodic Program Monitoring and Service Delivery reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of CITY and HUD shall have the right to access all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. SUBRECIPIENT will permit on-site inspection by CITY and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgment of CITY and HUD representatives may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.
14. Program Reporting: SUBRECIPIENT is required to submit, in the format and at the time designated by the Program Administrator, or designee, data necessary for CITY to complete Annual Grantee Performance Reports in accordance with HUD regulations. By the tenth (10th) after the end of each calendar quarter, the SUBRECIPIENT shall submit a completed Service Activity Report, for the period being reported. SUBRECIPIENT may also be required to provide additional program performance information as required by the CITY for completion of various HUD annual performance reports. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD or CITY directives. SUBRECIPIENT shall maintain such property, personnel, financial and other records and accounts as are considered necessary by HUD or CITY to assure proper accounting for all Agreement funds. All SUBRECIPIENT records, with the exception of confidential client information, shall be made available to representatives of CITY and the appropriate federal agencies upon request.
15. Accounting and Uniform Administrator Requirements: SUBRECIPIENT shall maintain complete and accurate records with respect to all costs and

expenses incurred under this Agreement. All such records shall be clearly identifiable. SUBRECIPIENT must establish and maintain on a current basis an adequate accounting system in accordance with any CITY or HUD directives and generally accepted accounting principles. The SUBRECIPIENT shall comply with the applicable uniform administrative requirements described in regulation 24 C.F.R. 570.502.

16. Audits: SUBRECIPIENT is required to arrange for an independent financial compliance audit performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards. Said audit shall be conducted for the term of this Agreement. When SUBRECIPIENT receives \$300,000 or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular A-133.

SUBRECIPIENT shall submit a copy of the audit to CITY within thirty (30) days of completion, or by no later than eighteen (18) months of execution of this Agreement. Within thirty (30) days of the submission of said audit report, SUBRECIPIENT shall provide to CITY a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report.

CITY, or any state or federal Agency, may make additional audits or reviews, as necessary, to carry out or verify the responsibilities of SUBRECIPIENT under local, state or federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. CITY and its authorized representatives shall, at all times and up to three (3) years following the date of this final payment made under this Agreement, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT related to this Agreement or the Project.

Where indications of misappropriation or misapplication of the funds of this Agreement cause CITY to require an additional audit, the cost of the audit will be deducted from the Grant funds otherwise payable to SUBRECIPIENT. Should CITY subsequently determine that the additional audit was not warranted, the amount deducted for the audit will be restored to the Grant funds. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to CITY. In the event the CITY uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse the CITY legal fees and court costs in addition to any award for damages.

17. Independent Contractor: SUBRECIPIENT's relationship to CITY in performance of this Agreement is that of an independent contractor. All employees, agents, contractors or subcontractors hired or retained by SUBRECIPIENT are employees, agents, contractors or subcontractors of SUBRECIPIENT and not of the CITY. The personnel performing services on behalf of SUBRECIPIENT under this Agreement shall, at all times, be under SUBRECIPIENT'S exclusive direction and control. SUBRECIPIENT shall have no power or authority by this Agreement to bind the CITY in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. The City shall not be obligated in any way to pay any wage claims or other claims made against SUBRECIPIENT by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
18. Assignability: The SUBRECIPIENT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or transfer), without the prior written consent of the CITY hereto. However, claims for money due or to become due to the SUBRECIPIENT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval; notice of any such assignment or transfer shall be furnished promptly to the CITY.
19. Suspension and Termination: In accordance with 24 C.F.R. 85.43, CITY may suspend or terminate this Agreement in its sole discretion if CITY finds that SUBRECIPIENT materially failed to comply with any term of this Agreement and/or the CDBG Program requirements. This Agreement and/or the CDBG Program funding under this Agreement may be terminated for convenience in accordance with 24 C.F.R. 85.44.
20. Reversion of Assets: Upon the termination of this Agreement, the SUBRECIPIENT shall transfer to the CITY any CDBG Program funds in its possession at the time of such termination and any accounts receivable attributable to the use of CDBG Program funds. Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG Program funds in excess of twenty-five thousand dollars (\$25,000) shall either be:
 - (a) Used to meet one of the national objectives stated in 24 C.F.R. 570.901 until five (5) years after termination of this Agreement, or for such longer period of time as determined to be appropriate by the CITY; or
 - (b) Disposed of in a manner that results in the CITY's being reimbursed in the amount of the current fair market value of the property less

any portion of the value attributable to expenditures of non-CDBG Program funds for acquisition of, or improvement to, the property. Reimbursement to the CITY shall not be required after the period of time specified in subdivision (a) of this Section.

21. Indemnification and Insurance: SUBRECIPIENT shall indemnify, defend and hold harmless the CITY, its officers, agents, and employees from and against any and all claims and losses whatsoever by any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with or arising or resulting from the performance of this Agreement. Further, SUBRECIPIENT shall indemnify, defend and hold harmless the CITY, its officers, agents, and employees from and against any and all claims and losses whatsoever from any and all claims and losses by any person, firm, or corporation for damages, injury, or death arising out of or in connection with SUBRECIPIENT'S performance of this Agreement.

Without limiting SUBRECIPIENT'S indemnification obligations herein, it is agreed that SUBRECIPIENT shall maintain in force at all times during the performance of this Agreement a policy, or policies, of insurance covering its business operations. SUBRECIPIENT shall furnish CITY with certificates evidencing the maintenance of such insurance coverage, prior to commencing performance under the Agreement. CITY shall be given notice in writing at least thirty (30) days prior to cancellation or modification of any policy. CITY, its officers, agents and employees, shall be named as additional insured on all policies of liability insurance. All policies of insurance shall be in a company authorized by law to transact insurance business in the State of California and shall include the following:

- A. General Liability - \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit;
- B. Automobile - \$1,000,000 per accident for bodily injury and property damage. Automobile insurance is required if SUBRECIPIENT or its employees, agents and subcontractors will be utilizing an automobile in performing services; and
- C. Workers' Compensation - Workers' Compensation limits as required by the Labor Code of the State of California.

22. Reimbursement: In the event that CITY is required to reimburse the Federal Government as a result of a determination, after audit, that SUBRECIPIENT has misused CDBG Program funds, SUBRECIPIENT shall pay CITY all disallowed sums. SUBRECIPIENT's obligation to reimburse CITY of misuse of funds shall survive the termination or expiration of this Agreement.
23. Conflict of Interest: No member, official, or employee of the SUBRECIPIENT or CITY shall have any personal interest, direct or indirect, in this Agreement, nor shall any member, official, or employee participate in any decision relating to the Agreement which affects his personal interests of any corporation, partnership, or association in which it is directly or indirectly interested. In the procurement of supplies, equipment, construction, and services by SUBRECIPIENT, the conflict of interest provisions in Attachment O of OMB Circular No. A-110 and 24 C.F.R. 570.611 shall apply. The SUBRECIPIENT will make available to its agents and employees copies of all applicable federal, state, and City laws and regulations governing conflict of interest, including 24 C.F.R. 570.611, Conflict of Interest.
24. Restrictions on Lobbying: SUBRECIPIENT shall not use any funds paid under this Agreement, directly or indirectly, for any political activity, whatsoever or to influence any public official or employee. SUBRECIPIENT shall comply with the restrictions on lobbying stated in 24 Code of Federal Regulations 87. SUBRECIPIENT shall sign and return to the Agency the certification described in 24 Code of Federal Regulations 87, Appendix A and the disclosure form described in Part 87, Appendix B. SUBRECIPIENT shall require any person receiving proceeds of this Agreement from SUBRECIPIENT to comply with 24 Code of Federal Regulations 87, including the submission to Agency of completed certifications under Appendix A and disclosure forms under Appendix B.
25. Attorney's Fees: If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
26. Waiver: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppels, or otherwise.
27. No Third Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

28. Invalidity; Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
29. Amendments and Variations: This writing, with any attachments, embodies the whole of this Agreement of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, amendment or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both parties.
30. Failure to Comply: Failure of the SUBRECIPIENT to comply with the requirements of this Agreement shall constitute a material breach of contract upon which the CITY may cancel, terminate, or suspend this Agreement, in its sole discretion.
31. Notices: All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

AS TO CITY:

CITY OF DOWNEY

ATTN: Housing Division
11111 Brookshire Avenue
Downey, CA 90241

AS TO SUBRECIPIENT:

DOWNEY UNIFIED SCHOOL
DISTRICT

ATTN: Dir. Pupil Services
11627 Brookshire Avenue
Downey, CA 90241

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. Counterpart Execution: This Agreement may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Agreement.

(Signatures on next Page)

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have executed this Agreement on the date first herein above written.

CITY OF DOWNEY

By: _____
GILBERT A. LIVAS, City Manager

ATTEST:

By: _____
MARIA ALICIA DUARTE, Interim City Clerk

APPROVED AS TO FORM:

By: _____
YVETTE ABICH GARCIA, City Attorney

DOWNEY UNIFIED SCHOOL DISTRICT

By: _____
Christine Aragon, Associate Superintendent,
Business Services

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.VV. APPROVE the Memorandum of Understanding with Vavrinek, Trine, Day & Co., LLP (VTD) to provide Measure O financial and performance auditing services for the period of July 1, 2018 through June 30, 2019.

Type:
Consent

Attachments:

VTD Measure O Auditing Services MOU



VAVRINEK, TRINE, DAY & CO., LLP
Certified Public Accountants

VALUE THE *difference*

July 16, 2019

Christina Aragon
Assistant Superintendent Business Services
Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241

RE: Measure O Financial and Performance Audit Contract

We are pleased to confirm our understanding of the services we are to provide the Downey Unified School District (the District) for the year ended June 30, 2019. We will perform the required annual financial audit of the proceeds from the sale of the bonds and the required performance audit to ensure that the funds have been expended only on the specific projects listed for the period beginning July 1, 2018 and ending June 30, 2019, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2019 in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution.

Financial Audit

We will audit the financial statements of the Building Fund (Measure O) of the District for the period beginning July 1, 2018 and ending June 30, 2019. The financial statements will present only the Building Fund (Measure O) and will not purport to, and will not be intended to, present fairly the financial position and results of operations of the District in accordance with auditing standards generally accepted in the United States of America.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Building Fund (Measure O) financial statements are fairly presented, in all material respects, in accordance with auditing standards generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's (Measure O) financial statements. Our report will be addressed to the Board of Education and Citizens' Oversight Committee of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If, during our audit, we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management, and those charged with governance, that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements and compliance with laws, regulations, contracts, and grant agreements, and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management, and those charged with governance, internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the (Measure O) financial statements and related notes of the District in accordance with auditing standards generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of (Measure O) financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for (1) the selection and application of accounting principles, (2) the preparation and fair presentation of the financial statements and all accompanying information in accordance with auditing standards generally accepted in the United States of America, and (3) compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements for the Building Fund (Measure O) and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to evaluate the adequacy and results of those services and accept responsibility for them.

Performance Audit

The purpose of the performance audit is to meet the Proposition 39 requirement for the (Measure O) bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution. This includes that the (Measure O) bond proceeds are expended only on the specific projects listed in the bond language approved by the voters, and no bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The performance audit will be conducted in accordance with Generally Accepted Government Auditing Standards.

Our procedures for the performance audit will be as follows:

- Procure a detail of the accounting for the expenditures of the Measure O bonds.
- Review the detailed accounting of expenditures to determine if proceeds are being spent on administrative salaries or any other expense that would otherwise be the obligation of the General Fund.
- From a sample of construction expenditures from the detailed accounting of expenditures, review expenditures to determine if proceeds expended are for specific projects as listed in the voter approved bond language.

Engagement Administration, Fees, and Other

We may, from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will not undertake any accounting services (including, but not limited to, reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or an additional engagement letter for such additional work.

The audit documentation for this engagement is the property of Vavrinek, Trine, Day & Co., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation and appropriate individuals available upon request and in a timely manner to the California Department of Education, the California State Controller or its designee, a Federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vavrinek, Trine, Day & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. With regard to using the auditor's report, written consent must be obtained prior to reproduction or use of our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education or the California State Controller, or during any pending board investigation, disciplinary action, or legal action involving the licensee or the licensee's firm. If we are aware that a Federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

To ensure that Vavrinek, Trine, Day & Co., LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Richard R. Alonzo is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for the (Measure O) financial audit and performance audit services will be \$9,600 for the period ending June 30, 2019. In addition to such payments for personal services, auditors will be reimbursed for such travel as may be necessary, with mileage computed at the approved Internal Revenue Service rate per mile. Our invoices for this fee will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Christina Aragon
Downey Unified School District
July 16, 2019
Page 7 of 7

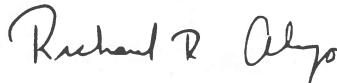
If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Vavrinek, Trine, Day & Co., LLP both agree that any dispute over fees charged by us to the District will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND, INSTEAD, WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the District.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated below, and return one copy to our office either electronically or in the enclosed return envelope.

Very truly yours,



Richard R. Alonzo
of Vavrinek, Trine, Day & Co., LLP

RRA/rd
Enclosure
190839

RESPONSE:

This letter correctly sets forth the understanding of the Downey Unified School District.

By: _____
Christina Aragon

Title: Associate Superintendent, Business Services

Date: July 18, 2019

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.WW. APPROVE the Memorandum of Understanding with Vavrinek, Trine, Day & Co., LLP (VTD) to provide general auditing services for the period of July 1, 2018 through June 30, 2019.

Type:

Consent

Attachments:

VTD General Auditing Services MOU



VAVRINEK, TRINE, DAY & CO., LLP
Certified Public Accountants

VALUE THE *difference*

July 16, 2019

Christina Aragon
Assistant Superintendent Business Services
Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241

To the Board of Education and District Management,

We are pleased to confirm our understanding of the services we are to provide Downey Unified School District (the "District") for the year ended June 30, 2019. We will audit the financial statements (the "Financial Statements") of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the Financial Statements, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles ("GAAP") and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules.
- 3) GASB Required Supplementary Information, Net Other Postemployment Benefits ("OPEB") Liability, and Pension.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the Financial Statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Financial Statements or to the Financial Statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the Financial Statements as a whole, in a report combined with our auditor's report on the Financial Statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Local Education Agency Organization Structure
- 3) Schedule of Average Daily Attendance
- 4) Schedule of Instructional Time
- 5) Reconciliation of Annual Financial and Budget Report With Audited Financial Statements
- 6) Schedule of Financial Trends and Analysis
- 7) Schedule of Charter Schools, if required
- 8) Combining Statements - Non-Major Governmental Funds
- 9) Note to Supplementary Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with United States GAAP and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the Financial Statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the Financial Statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 United States *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance; and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the *2018-2019 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the California Education Audit Appeals Panel as regulations, and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Board of Education and Management of the District.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the Financial Statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the Financial Statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Financial Statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Financial Statements. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from: (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with United States generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements or major programs. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the Financial Statements; Schedule of Expenditures of Federal Awards; Federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the Financial Statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Financial Statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Financial Statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major Federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with Federal statutes, regulations, and the terms and conditions of Federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes of the District in conformity with United States GAAP and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for: (1) designing, implementing, establishing, and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over Federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with United States GAAP; and for compliance with applicable laws and regulations (including Federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with Federal statutes, regulations, and the terms and conditions of Federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all Federal awards received, and for understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with United States GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes, and that you have reviewed and approved the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will not undertake any accounting services (including, but not limited to, reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the *Standards and Procedures for Audits of California Office*, unless delayed by circumstances beyond the control of the auditors. Thirty (30) copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units; however, management is responsible for distribution of the reports and the Financial Statements. Copies in excess of the contract amount may be billed for an additional fee. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Vavrinek, Trine, Day & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of California, State Controller's Office or its designee, a Federal agency providing direct or indirect funding, or the United States Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vavrinek, Trine, Day & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a Federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on a mutually agreed upon date and to issue our reports no later than December 15, 2019. Richard R. Alonzo is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Vavrinek, Trine, Day & Co., LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be in accordance with our signed audit contract. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for this fee will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Additional audit fees may be assessed if additional auditing services are provided for (1) any changes in reporting format and/or audit requirements as stated in the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by the California State Controller's Office or Governmental Accounting Standards Board; (2) any changes in the number of funds or accounts maintained by the District during the period under this contract; and (3) additional audit procedures required due to the lack of preparation for the audit on the part of the District. These fees shall be in addition to the above maximum fee for audit services.

The final installment will represent the ten percent (10%) withheld amount pursuant to *Education Code* Section 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with *Education Code* Section 14505(b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the *Education Code*, Audits of State of Local Governments, issued by the United States Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 United States *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the District.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Christina Aragon
Downey Unified School District
July 16, 2019
Page 10 of 10

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Vavrinek, Trine, Day & Co., LLP both agree that any dispute over fees charged by us to the District will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND, INSTEAD, WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

Very truly yours,

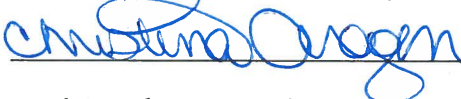


Richard R. Alonzo
of VAVRINEK, TRINE, DAY & CO., LLP

RRA/rd
Enclosures
190855

RESPONSE:

This letter correctly sets forth the understanding of Downey Unified School District.

Management Signature: 

Title: Associate Superintendent, Business Services

Date: July 18, 2019



REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.XX. ACCEPT and APPROVE the use of the Fontana Unified School District Bid No. 18/19-1505 for the Purchase of Paper Products for Printing Services with Spicers Paper, Inc., Santa Fe Springs, in the estimated amount of \$150,000.00, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, terms and conditions.

Type:

Consent

Attachments:

Piggyback Bid for Paper Products

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: August 6, 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: PIGGYBACK BID FOR OFFICE COPY PAPER

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback bid awarded by the Fontana Unified School District to Spicers Paper, Inc., Santa Fe Springs, for the purchase of office copy paper, as needed by the District.

The use of this bid will allow the District to take advantage of large volume discounts. The District will use the piggyback bid to purchase copy paper for use as needed through the end of the fiscal year.

The bid is effective July 1, 2019 through June 30, 2020.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Fontana Unified School District Bid No. 18/19-1505 for the Purchase of Paper Products for Printing Services with Spicers Paper, Inc., Santa Fe Springs, in the estimated amount of \$150,000.00, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, terms and conditions.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.YY. ACCEPT and APPROVE the use of the Garden Grove Unified School District Request for Proposal (RFP) No. 1806 for Fresh Bread and Bakery Products by the Downey Unified School District on an as-needed basis, to fill orders for bread and baked goods for the Food Services Department with the same advantages, terms and conditions.

Type:

Consent

Attachments:

GGUSD Piggyback Bid

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: August 6, 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: PIGGYBACK BID FOR FRESH BREAD AND BAKERY PRODUCTS

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback request for proposals (RFP) for the purchase of fresh bread and bakery products, which was awarded to Galasso's Bakery by the Garden Grove Unified School District.

Galasso's Bakery is offering a fixed price proposal for requested bread and baked goods. The use of this RFP will allow the Downey Unified School District to take advantage of bid pricing without having to go through the process of bidding products which have already been determined to meet District needs.

The Garden Grove Unified School District has awarded the above referenced RFP on April 18, 2019, and it is valid for the period July 1, 2019 through June 30, 2020.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Garden Unified School District Request for Proposal (RFP) No. 1806 for Fresh Bread and Bakery Products by the Downey Unified School District on an as-needed basis, to fill orders for bread and baked goods for the Food Services Department with the same advantages, terms and conditions.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.ZZ. ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-18-58-0215G with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for audio-visual and technology solutions with the same advantages, terms and conditions.

Type:

Consent

Attachments:

CMAS Cocontract with Digital Networks Group

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: August 6, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Nancy C. Nien, Ph.D., Assistant Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT FOR AUDIO-VISUAL AND TECHNOLOGY EQUIPMENT

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a California Multiple Award Schedule (CMAS) contract for the purchase of various audio-visual and technology related equipment for purchase and installation at schools and offices throughout the District.

The State of California approves the use of the California Multiple Award Schedule (CMAS) program by local public agencies for both Information Technology products and services and non-Information Technology commodity products. The Los Angeles County Office of Education also allows the use of CMAS pricing in lieu of the formal bidding requirement. The use of this contract will allow the Downey Unified School District to take advantage of District approved audio-visual and technology items without having to invest in the lengthy and costly process of advertised bidding. The contract expires February 14, 2023.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-18-58-0215G with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for audio-visual and technology solutions with the same advantages, terms and conditions.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.AAA. APPROVE Change Order #23 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$635,000.00, to be charged to Measure O Bond Funds.

Type:

Consent

Attachments:

Stauffer MS Mod Change Order #23

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: August 6, 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 #23 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 the settlement and compromise of claims between the District and the contractor as of June 21, 2019 and includes a charge of \$660,000.00 to cover the contractor's extended overhead claims, the deletion of phase 4 of the project, and a revised completion date of April 10, 2020.

The increase associated with the above changes is \$635,000.00, which will come from the project contingency reserve.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #23 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$635,000.00, to be charged to Measure O Bond Funds.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.BBB. APPROVE Change Order #3 to Bid #18/19-12, Replacement of the Downey High School Swimming Pool Filtration System, with Condor, Inc., El Monte, in the amount of \$1,634.00, to be charged to Deferred Maintenance Funds.

Type:

Consent

Attachments:

DHS Pool Filtration System Change Order #3

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: August 6, 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: REPLACEMENT OF DOWNEY HIGH SCHOOL SWIMMING POOL
FILTRATION SYSTEM

ACTION ITEM

Board of Education approval is requested for Change Order #3 to Bid #18/19-12 for the replacement of the water filtration system at Downey High School, which received Board approval to award on April 9, 2018.

The above change reflects a less than 1% increase to the contract due to changes and/or additions to the project, which includes costs associated with the installation of a 14" vent, which was not part of the original plans and specifications.

The increase associated with the above changes is \$1,634.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #3 to Bid #18/19-12, Replacement of the Downey High School Swimming Pool Filtration System, with Condor, Inc., El Monte, in the amount of \$1,634.00, to be charged to Deferred Maintenance Funds.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.CCC. APPROVE Change Order #1 to Bid #18/19-14, Replacement of Kitchen Exhaust Hood at Lewis Elementary School, with R Dependable Construction, Inc., San Bernardino, in the amount of \$6,276.80, to be charged to the Food Services Fund.

Type:

Consent

Attachments:

Lewis ES Kitchen Hood Replacement CO #1

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: August 6, 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: REPLACEMENT OF KITCHEN EXHAUST HOOD AT LEWIS
ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Bid #18/19-14 for the replacement and installation of a kitchen exhaust hood at Lewis Elementary School, which received Board approval to award on April 9, 2018.

The above change reflects a 3.5% increase to the contract due to changes and/or additions to the project, which includes the installation of a 2' x 14' sister joist and costs to patch holes in a wall which were not part of the original plans and specifications.

The increase associated with the above changes is \$6,276.80.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Bid #18/19-14, Replacement of Kitchen Exhaust Hood at Lewis Elementary School, with R Dependable Construction, Inc., San Bernardino, in the amount of \$6,276.80 to be charged to the Food Services Fund.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.DDD. APPROVE Change Order #7 to Purchase Order #PO2W-2*347 with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of \$5,720.00, to be charged to Measure O Bond Funds.

Type:

Consent

Attachments:

LPA Change Order #7

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: August 6, 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 #7 to Purchase Order #PO2W-2*347 with LPA, Inc., Irvine, for architectural services being performed for the Stauffer Middle School modernization project.

The above change represents about a 1% increase to the value of the purchase order and includes additional fees for the addition of an additional fence, gate and mow strip in front of Building A.

The increase associated with this change is \$5,720.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #7 to Purchase Order #PO2W-2*347 with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of \$5,720.00, to be charged to Measure O Bond Funds.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.EEE. APPROVE Change Order #8 to Purchase Order #PO2W-2*347 with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of \$13,500.00, to be charged to Measure O Bond Funds.

Type:

Consent

Attachments:

LPA Change Order #8 Stauffer MS Mod

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: August 6, 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 #8 to Purchase Order #PO2W-2*347 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 to design a revised gas system to replace the current one due to deterioration.

The increase associated with this change is \$13,500.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #8 to Purchase Order #PO2W-2*347 with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of \$13,500.00, to be charged to Measure O Bond Funds.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.FFF. ACCEPT as complete Bid #18/19-12, Replacement of the Downey High School Swimming Pool Filtration System, with Condor, Inc., El Monte, in the final amount of \$551,358.00, with 75% of the amount to be charged to the Deferred Maintenance Fund, and 25% to be charged to the City of Downey, and; AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Type:

Consent

Attachments:

DHS Pool Filtration System - Project Complete

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: August 6, 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: REPLACEMENT OF DOWNEY HIGH SCHOOL SWIMMING POOL
FILTRATION SYSTEM

ACTION ITEM

Board of Education approval is requested to accept as complete Bid #18/19-12 for the replacement of the water filtration system in the Downey High School swimming pool, which received authorization to award at the meeting of April 9, 2019.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Bid #18/19-12, Replacement of the Downey High School Swimming Pool Filtration System, with Condor, Inc., El Monte, in the final amount of \$551,358.00, with 75% of the amount to be charged to Deferred Maintenance Fund, and 25% to be charged to the City of Downey, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

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

Type:

Consent

Attachments:

Certificated Routine Board

class 8-6

I. CERTIFICATED

A. Employments

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Arquero, Rita	Psychologist – DHH DHH Program	\$110,329	7/01/19
Barker, Christina	Educational Audiologist DHH Program	\$113,575	7/01/19
Fogel, Samantha	SLP – DHH DHH Program Permanent	\$97,743	8/12/19
Garefis, Georgia	Teacher Alameda Temporary	\$66,234	8/12/19
Gonzalez, Monica	SLP – DHH DHH Program Permanent	\$118,486	8/12/19
Rodriguez, Cindy	Assistant Principal – DHH DHH Program	\$104,904	7/01/19
Sciacca, Vicky	Program Specialist SELPA Downey/Montebello	\$116,777	7/01/19
Stopher, Claire	Educational Audiologist DHH Program	\$107,497	7/01/19
Su, Rebecca Piepho	Principal – DHH DHH Program	\$132,200	7/01/19
Weldon, Vickie	Educational Audiologist DHH Program	\$114,475	7/01/19

I. CERTIFICATED

B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
<u>2019 YEARBOOK CAMP</u> – Downey, \$269.49 Per Day, 6/04/19-8/10/19			
Nunley, Thomas			
<u>ADULT SCHOOL-STATE FUNDED</u> – 6/10/19-7/03/19			
Parry, Tracy	Teacher – Summer 101 Enrichment Program	\$45.78 Per Hour	
Rodriguez, Ana	Teacher – Summer 101 Enrichment Program	\$45.78 Per Hour	
<u>ADDITIONAL DAYS</u> – District, \$551.42 Per Diem, 6/04/19-8/09/19			
Johnson, Nanette			
<u>ADDITIONAL HOURS</u> – District, \$36.65 Per Hour, 6/04/19-8/09/19			
Casillas, Rosa			
<u>A-G COURSE SUBMISSION</u> – District, \$150.00 Per Day, 6/04/19-8/09/19			
Benedic, Angelica			
<u>AP COURSE AUDIT</u> – Downey, \$36.65 Per Hour, 6/04/19-8/09/19			
Hill, Teresa Kasner, Debra Kim, Daniel Young, Marlin			
<u>AVID ADDITIONAL DAYS</u> – District, \$269.49 Per Day, 6/04/19-8/09/19			
Bhakta, Bageshree Black, Katie Cohen, Christopher			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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AVID ADDITIONAL DAYS – District, \$269.49 Per Day, 6/04/19-8/09/19 (cont.)

Dayhoff, Laurie
Espeseth, Cindy
Fisher, Stephanie
Harris, Andrea
Karout, Sarah
Macomber, Andra
Malick-Perez, Tracy
Manzanares, Marvin
Romero, Julie
Wolfe, Jeanetta

AVID SUMMER INSTITUTE – District, \$269.49 Per Day, 6/04/19-8/09/19

Alvarez, Jesus
Arnold, Jeffrey
Bhakta, Bageshree
Black, Katie
Buenrostro, Carmen
Cassayre, Emily
Cha, David
Cockrill, Jon
Cohen, Kristofer
Dayhoff, Laurie
Diioli, Monique
Elizondo, Douglas
Espina, Marlon
Evensen, Sarah
Fisher, Stephanie
Harr, Alyson
Harris, Andrea
Im, Chandaramo
Johnson, Nanette
Karout, Sarah
Konoske, Joseph

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>AVID SUMMER INSTITUTE</u> – District, \$269.49 Per Day, 6/04/19-8/09/19 (cont.)			
Lopez, Karla			
Macomber, Andra			
Mallory, Robert			
Manzanares, Marvin			
Mendez, Daniel			
Orejel, Edgar			
Pena, Magda			
Peterson, Marlene			
Ramirez-Garcia, Claudia			
Richert, Lyzeth			
Romero, Julie			
Stayer-Clarke, Sarah			
Webster, Joe			
<u>CHARACTER COUNTS TRAINING</u> – Columbus, \$150.00 Per Day, 2018-2019 School Year			
Benedic, Angelica			
<u>DUAL IMMERSION ADDITIONAL DAYS</u> – District, \$549.06 Per Diem, 6/04/19-8/09/19			
Kim, Carrie			
<u>EL COURSE ASSESSMENTS</u> – Warren, \$36.65 Per Hour, 6/04/19-8/09/19			
Casillas, Rosa			
Vasquez-Funk, Marcelena			
<u>EL PAPERWORK</u> – District, \$36.65 Per Hour, 6/04/19-8/09/19			
Casillas, Rosa			
<u>EXTRA DUTY</u> – Downey, 2018-2019 School Year			
Nevarez, Jessica	Girls Cross Country – ASB	\$400.00	

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>FEMINEERS DAY CAMP</u> – District, \$269.49 Per Day, 6/04/19-8/09/19			
Lara, Jennifer Morales, Crystal Vargas-Aguilar, Jessenia			
<u>GRADUATION</u> – Downey, \$36.65 Per Hour, 2018-2019 School Year			
Cabrera, Kevin			
<u>GUPTA CONFERENCE</u> – District, \$269.49 Per Day, 6/04/19-8/09/19			
Angulo, Jennifer Jeong, Esther Weldon, Dawn			
<u>ILT</u> – Alameda, \$150.00 Per Day, 6/04/19-8/09/19			
Brooks, Kim Cid, Deena Christian, Carrie-Ann Conkle, Melanie Dodson, Paula Griffin, Andrea Gunsaulus, Hilary Gutierrez, Brittany			
<u>ILT</u> – Unsworth, \$36.65 Per Hour, 6/04/19-8/09/19			
Edge, Dianne Israwi, Diana			6/04/19- 6/30/19
Kjar, Karen Lake, Erin Long, Claudia Shannon, Amber Stanley, Barak Venegas, Michelle			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>ILT MEETING</u> – Ward, \$36.65 Per Hour, 6/04/19-8/09/19			
Brossmer, Esther			
Negrete, Teresa			
Ortega, Julia			
Pena, Elena			
Piercy, Jami			
Ruiz, Elisa			
Thomas, Lisa			
<u>ILT PLANNING DAY</u> – Imperial, \$150.00 Per Day, 6/04/19-8/09/19			
Huls, Mindy			
Paul, Anne-Mary			
Ruesga, Alexandra			
<u>ILLUMINATE ED CONFERENCE</u> – Downey, \$269.49 Per Day, 6/04/19-8/09/19			
Barbeau, Richere			
Doung, Ronald			
Lara, Jennifer			
Nevarez, Jessica			
Park, Byung			
<u>INTEGRATED MATH PLANNING</u> – Downey, \$36.65 Per Hour, 6/04/19-8/09/19			
Barbeau, Richere			
Miller, Seth			
Park, Byung			
<u>INTERVIEW PANEL</u> – Columbus, \$36.65 Per Hour, 6/04/19-8/09/19			
Lozano, Charles			
Marshall, Scott			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>INTERVIEWS</u> – Ward, \$150.00 Per Day, 6/04/19-8/09/19			
Brossmer, Esther			
Ruiz, Elisa			
Taggart, Patricia		\$36.65 Per Hour	
Thomas, Lisa		\$36.65 Per Hour	
<u>LCAP DATA ANALYSIS</u> – District, \$643.59 Per Diem, 6/04/19-8/09/19			
Meehan, Margaret			
<u>MASTER TEACHER</u> – 2018-2019 School Year			
Aguirre, Sandra	Cal State Long Beach	\$160.00	
Breit, Susan	Cal State Long Beach	\$160.00	
Carbajal-Guzman, Maribel	Cal State Long Beach	\$200.00	
Catalano, Cory	Cal State Long Beach	\$200.00	
Cid, Deena	Cal State Long Beach	\$160.00	
Coe, Paul	Cal State Long Beach	\$100.00	
De Matta, Sussan	Cal State Long Beach	\$240.00	
De Moss, Cynthia	Cal State Long Beach	\$160.00	
De Shazer, Melissa	Cal State Long Beach	\$160.00	
Fitzpatrick, Shawn	Cal State Long Beach	\$100.00	
Fuqua, Susan	Cal State Long Beach	\$160.00	
Galaviz, Eduardo	Cal State Long Beach	\$200.00	
Green, Kysha	Cal State Long Beach	\$240.00	
Hansen, Lars	Cal State Long Beach	\$200.00	
Hetzmann, Aubrey	Cal State Long Beach	\$160.00	
Lara, Jennifer	Cal State Long Beach	\$200.00	
Liakopoulos, Dimitra	Cal State Long Beach	\$200.00	
Maples, Sara	Cal State Long Beach	\$200.00	
Martinez, Kayla	Cal State Long Beach	\$240.00	
Matas, Sybil	Cal State Long Beach	\$100.00	
Mc Clain, Danielle	Cal State Long Beach	\$200.00	
Mc Evoy, Christopher	Cal State Long Beach	\$200.00	
Navarro, Ricardo	Cal State Long Beach	\$100.00	

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>MASTER TEACHER</u> – 2018-2019 School Year (cont.)			
Newman, Amy	Cal State Long Beach	\$160.00	
Ordway-Roach, Brandy	Cal State Long Beach	\$100.00	
Overgaauw, Michael	Cal State Long Beach	\$100.00	
Puente, Yvette	Cal State Long Beach	\$100.00	
Rabak, Marian	Cal State Long Beach	\$200.00	
Russell Hernandez, Nicole	Cal State Long Beach	\$160.00	
Saikali, Rola	Cal State Long Beach	\$200.00	
Sanders, Stephen	Cal State Long Beach	\$100.00	
Shearer, Mark	Cal State Long Beach	\$160.00	
Steinberg, Shari	Cal State Long Beach	\$200.00	
Verstegen, Kathleen	Cal State Long Beach	\$160.00	
Williams, Karen	Cal State Long Beach	\$200.00	
Yoo, Tai	Cal State Long Beach	\$100.00	
Young, Marlin	Cal State Long Beach	\$100.00	

OUR HIVE 2019 CONFERENCE – Griffiths, \$269.49 Per Day, 6/04/19-8/09/19

Charlton, Nathan
Legg, Jennifer

PANEL INTERVIEW – Warren, \$36.65 Per Hour, 6/04/19-8/09/19

Welch, Kevin
Zegarra, Johnny

PBIS MEETING – Alameda, \$150.00 Per Day, 6/04/19-8/09/19

Lanners-Phelps, Amy
Platt, Tina
Salazar, Jasmin

PLANNING STUDY SKILLS – Downey, \$36.65 Per Hour, 6/04/19-8/09/19

Kraus, David

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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PLAYOFFS – Warren, 2018-2019 School Year

CORRECTED ACTION

Waldron, Jay	Girls Track Head Ind.	\$219.29
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PLTW TRAINING – District, \$150.00 Per Day, 6/04/19-8/09/19

Merchant, Abida
Sun, Charlene

PRINCIPAL (SUB.) ON SPECIAL ASSIGNMENT – District, \$696.61 Per Diem, 2018-19
School Year

Hobson, Janice

PROJECT BASED LEARNING – District, \$150.00 Per Day, 6/04/19-8/09/19

Vargas-Aguilar, Jessenia

REGISTRATION – Sussman, \$150.00 Per Day, 6/04/19-8/09/19

Alvarez, Jesus
Angulo, Jennifer
Benson, Stephanie
Bisorca, Emanuel
Cabrera, Concha
Dioli, Monique
Duarte, Evelyn
Espeseth, Cindy
Gonzalez, Susana
Hamano, Jacqueline
Jeong, Esther
Lopez, Daniel
Lundsberg, Megan
Malick-Perez, Tracy
Perkins, Ashley
Regan, Jennifer
Santos, Alejandro
Schmaltz, Jeffrey

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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REGISTRATION – Sussman, \$150.00 Per Day, 6/04/19-8/09/19 (cont.)

Spittell, Christine
Tao, Jayme
Venegas, David
Weldon, Dawn
Yanes, Anthony

RSP CASELOAD OVERAGE – District, \$165.00 Per Student, Per Month, 2018-2019 School Year

Poitras, Christina
Raber, Brian

SBC PANEL INTERVIEW – Warren, \$36.65 Per Hour, 6/04/19-8/09/19

Huang, Hsi-Ling

SKILLSUSA STATE COMPETITION – District, \$269.49 Per Day, 2018-2019 School Year

Appel, Vincent
Cordova, Ronda
Davis, Leslee
Ibarra-Alvarez, Clotilde
Kendall, Kevin
Nevarez, Robert
Storey, Danielle
Vadgama, Frida
Yamasaki, Glenn
Zessau, Christian

STEAMWORKS CURRICULUM – District, \$36.65 Per Hour, 6/04/19-8/09/19

Lavalle, Vincent

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>STEAMWORKS PREP TIME</u> – District, \$36.65 Per Hour, 6/04/19-8/09/19			
Clausen, Jennifer			6/04/19- 6/30/19
Israwi, Diana			6/04/19- 6/30/19
Joachim, Susan			
Reeves, Isela			
<u>STEAMWORKS SUMMER SUBSTITUTE</u> – District, \$57.65 Per Hour, 6/10/19-7/12/19			
Amaya, Alyssa			
Chavez, Alexandria			
Del Rio, Cheryl			
De Mello, Lydia			
Dodge, Kevin			
Lopez-Martinez, Jacqueline			
Trejo, Katherine			
<u>STEAMWORKS TEACHER TRAINING</u> – District, \$269.49 Per Day, 6/04/19-8/09/19			
Agranowitz, Natalia			
Arnold, Russell			
Callies, Jeremy			
Cruz, Mireya			
De Leon, Julia			
Erro, Nekane			
Malick-Perez, Tracy			
McConnell, Deanna			
Moore, Catherine			
Nametz, Michael			
Rooney, Maricella			
Schmaltz, Jeffrey			
Silagyi-Morris, Lynn			
Taylor-Sabo, Melissa			
Tunberg, Alicia			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>STUDENT COUNCIL ADVISOR</u> – Gauldin, \$1,342.00 Per Year, 2018-2019 School Year			
Bomgaars, Jenalee		\$447.33 Per Year	
Curcio, Heather		\$447.33 Per Year	
Starnes, Riley		\$447.33 Per Year	
<u>SUMMER 101 EXTRA HELP</u> – District, \$36.65 Per Hour, 6/04/19-8/09/19			
Guerrero, Annabel			
<u>SUMMER CURRICULUM PLANNING</u> – Unsworth, \$36.65 Per Hour, 6/04/19-8/09/19 (cont.)			
Smith, Karen			
Stanley, Barak			
Venegas, Michelle			
Wood, Denise			
<u>SUMMER/ESY AUDIOLOGIST</u> – District, \$67.65 Per Hour, 7/01/19-7/26/19			
Ackers, Gloria			
<u>SUMMER/ESY SUBSTITUTE TEACHER</u> – District, \$57.65 Per Hour, 6/10/19-7/18/19			
Fuenmayor, Priscilla			
Gaxiola, Annabel			
Gaxiola, Annabel J.			
Mendez, Daniel			
Russell, William			
Singh, Daniel			
<u>SUMMER/ESY TEACHER</u> – Downey, \$57.65 Per Hour, 6/11/19-7/20/19			
Diaz, Veronica			
<u>SUMMER INSTITUTE</u> – District, \$269.49 Per Day, 6/04/19-8/09/19			
Hansen, Lars			
Huff, Diane			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>SUMMER MOVING DAY</u> – District, \$36.65 Per Hour, 6/04/19-8/09/19			
Christian, Melissa Nikolas, Ashley			
<u>SUMMER PBIS MEETING</u> – Ward, \$36.65 Per Hour, 6/04/19-8/09/19			
Brossmer, Esther Cook, Nicole Ortega, Julia Thomas, Lisa			
<u>SUMMER SCHOOL CURRICULUM WRITING</u> – District, \$36.65 Per Hour, 6/04/19-8/09/19			
Kraus, David			
<u>SUMMER SENIOR TUTORING</u> – Warren, \$57.65 Per Hour, 6/04/19-8/09/19			
Cha, David			
<u>SUMMER STAFF TRAINING</u> – District, \$269.49 Per Day, 6/04/19-8/09/19			
Bach, Daniel Chan, Isela Dekker, David Derkum, Michelle Diazibarra, Dulce Huang, Yeyuan Im, Chandaramo Lyons, John McGregory, Kyndra Ordonez, Valeria Soto, Natalie Stendahl, John Swain, Lisa Tao, Jayme Vargas-Aguilar, Jessenia			
<u>SUMMER WORKABILITY</u> – District, \$36.65 Per Hour, 6/04/19-8/09/19			
Storey, Danielle			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>THE CALIFORNIA M.S. PHYSICAL EDUCATION WORKSHOP</u> – District, \$269.49 Per Day, 6/04/19-8/09/19			
Flores, James			
<u>VICE PRINCIPAL SUBSTITUTE</u> – District, \$623.64 Per Diem, 6/04/19-8/09/19			
Taylor, Denise			
<u>VICE PRINCIPAL SUBSTITUTE</u> – District, \$623.64 Per Diem, 2019-2020 School Year			
Taylor, Denise			
<u>WEB ORIENTATION/REGISTRATION</u> – Sussman, \$150.00 Per Day, 6/04/19-8/09/19			
Barela, Mihaela			
Sun, Charlene			

C. Leave of Absence

Employee	From	To	Effective
Hocking, Allegra	SLP Special Education \$75,193	AB375 – Child Bonding	8/12/19- 11/01/19

D. Reassignments

Employee	From	To	Effective
Alvarez, Jesus	TOSA – Dean Sussman \$102,013	TOSA – Dean Downey \$102,013	8/12/19

I. CERTIFICATED

D. Reassignments (cont.)

Employee	From	To	Effective
Castellanos, Anna	LOA – PB	Psychologist – 60% Special Education \$110,329	7/01/19
Legaspi, Ronald	Teacher – STEAM CIA Elementary \$101,576	Teacher Griffiths \$101,576	8/12/19- 12/20/19
Huff, Diane	Teacher Stauffer \$91,850	Teacher Warren \$94,949	8/12/19
Mojarro, Jenny	Counselor Warren \$98,516	TOSA – Dean Downey \$92,287	8/12/19
Suarez, Monica	AB375 – Child Bonding	Teacher – EI Alameda \$83,299	8/12/19
Warzybok, Karin	Teacher Sussman \$113,022	Teacher Columbus \$118,486	8/12/19

E. Terminations

Employee	Assignment	Effective	Reason
Han, Min-Hoh	Teacher Warren \$66,652	6/27/19	Voluntary Resignation
CORRECTED ACTION Juarez, Thelma	AR4145 – Early Retirement	8/06/19	AR4145 – Early Retirement

I. CERTIFICATED

E. Terminations (cont.)

Employee	Assignment	Effective	Reason
Sapia, Rose	Teacher Price \$112,585	7/31/20	AR4145 – Early Retirement

II. CLASSIFIED

A. Employments (Regular)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Gutierrez, Marcos (Rpl. P. Flinn)	Buyer Purch./Warehouse	\$4,645.00 mo. (100%)	06/26/19
Hunt, Lisa (New Position)	Lead Sign Lang. Inter. Special Education	\$7,028.00 mo. (100%)	07/01/19
Townsend, Geri (New Position)	Senior Secretary Special Education	\$5,113.00 mo. (100%)	07/01/19

B. Employments (Temporary)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Alvarez, Minerva (Extra Duty)	Instr. Asst.-Adult School Adult School	\$21.514 hr.	07/08/19- 07/19/19
Atlas, Deshawna (Summer School)	Sr. Instruct. Asst.-BC Columbus High	\$19.535 hr.	07/01/19- 07/18/19
Bartz, Wendy (Substitute)	Admin. Secretary Varies	\$34.610 hr.	07/08/19
Bertsch, Sage	Strength & Cond. Coach Downey High	\$19.500 hr. Not to exceed 800 Hours	07/01/19- 06/30/20
Blanco-Rivera, Diego (Summer School)	Campus Security Asst. Columbus High	\$23.135 hr.	06/17/19- 06/30/19
Buzzeo, Martin (Substitute)	Sr. Instruct. Asst.-BC Varies	\$19.535 hr.	06/18/19
Carrizo, Lisa (Substitute)	School Office Manager Varies	\$26.799 hr.	07/08/19
Cortez, Richard (Service Dog Stipend)	Sr. Instruct. Asst. - BC Rio San Gabriel	\$50.00 per mo.	06/10/19- 07/11/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Duenas, Mauricio (Substitute)	Sr. Instruct. Asst.-BC Varies	\$22.593 hr.	06/03/19
Enslin, Laura (Substitute)	Secretary Downey High	\$24.895 hr.	07/11/19- 07/31/19
Fernandez, Christina (Summer School)	Food Service Asst. Doty	\$17.683 hr.	06/17/19- 07/11/19
Fleer, Wendi (Summer School)	Sr. Instruct. Asst.-BC Alameda	\$22.593 hr.	06/10/19- 07/11/19
Garduno Castaneda, Liliana (Substitute)	Inter. Clerical Asst. Varies	\$21.497 hr.	07/01/19
Gonzalez, Veronica (Substitute)	School Office Manager Varies	\$28.143 hr.	06/17/19
Iacovitti, Alex (Extra Duty)	Instr. Asst.-Comp. Appls. Adult School	\$20.487 hr.	06/03/19- 07/19/19
Jolley, Evelyn (Substitute)	Student Supv. Asst. Varies	\$12.000 hr.	05/13/19
Juarez, Luke (Substitute)	Custodian Operations	\$19.062 hr.	06/04/19
Lindo, Gildana (Substitute)	Translator-Interpreter Varies	\$26.799 hr.	07/09/19- 08/08/19
Macias, Hismelda (Substitute)	Sr. School Office Mgr. Varies	\$24.295 hr.	06/27/19
Martinez, Alma (Substitute)	Inter. Clerical Asst.-Bil. Varies	\$23.724 hr.	07/08/19- 06/30/20
Martinez Mata, CynthiaEdith (Summer School)	Sr. Instruct. Asst.-BC Columbus High	\$22.593 hr.	06/12/19- 07/18/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Martinez, Julio (Summer School)	Food Service Asst. Doty	\$17.683 hr.	06/17/19- 07/11/19
Mendoza-Franco, Marc (Summer School)	Sr. Instruct. Asst.-BC Doty	\$18.560 hr.	06/17/19- 07/11/19
Meraz, Guadalupe (Substitute)	Inter. Clerical Asst.-Bil. Varies	\$23.724 hr.	06/17/19
Moncada, Lorena (Summer School)	Campus Security Asst. Columbus High	\$23.135 hr.	06/17/19- 06/30/19
Mondragon, Sandra (Summer School)	Sr. Instruct. Asst.-S/MH Doty	\$22.593 hr.	06/17/19- 06/20/19
Moore, Nickie (Summer School)	Sr. Instruct. Asst.-BC Alameda	\$22.593 hr.	06/10/19- 07/11/19
Navarro, Lorraine (Substitute)	School Office Manager Varies	\$24.295 hr.	06/18/19
O'Haver, Patricia (Substitute)	Inter. Clerical Asst. Varies	\$22.593 hr.	07/08/19
Perez, Raquel (Substitute)	Sr. Instruct. Asst.-BC Varies	\$22.593 hr.	06/14/19
Rivaldo, Luz (Substitute)	Translator-Interpreter Varies	\$26.799 hr.	07/09/19- 08/08/19
Sanchez, Lubia (Substitute)	Inter. School Office Mgr. Varies	\$28.143 hr.	06/10/19
Teran, Louis (Substitute)	Library/Media Tech. Varies	\$20.487 hr.	06/10/19
Valenzuela, Anthony	Strength & Cond. Coach Downey High	\$19.500 hr. Increase work hrs. to 60 for the year.	06/03/19- 06/30/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Worthington, Amy (Substitute)	School Office Manager Varies	\$28.143 hr.	06/27/19

GRADUATION ASSISTANCE – Downey High, Not to Exceed \$147.00 Per Event,
05/31/19

Alegria, Justin
Colon, Angelita
Flores, Aida
Gutierrez, Michael
Kim-Aguilar, Adriana
Macias, Arlene
Mendoza, Cynthia
Rodriguez, Jeannette

LIBRARY/MEDIA TECH. (Substitute) – \$22.593 Per Hour, 06/10/19-08/09/19

Gallardo, Veronica
Gonzalez, Olga
Teano, John
Teran, Louis

MUSIC SPECIALIST – Downey High, \$12.000 Per Hour, 07/01/19-06/30/20, Not to
exceed 800 Hours

Briggs, Gary
Carrasco, Zachary
Doan, Emmerick
Estrada, Salvador
Hutchins, Harry
Landeros, Isaac
Lopez, Homer
Olariu, Joshua
Pasillas, Rebecca

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>Sign Language Interpreter (Substitute) – Special Education, \$36.762 Per Hour, 06/10/19</u>			
Alba, Jennifer			
Anderson, Christine			
Arnold, Sandra			
Arvizu, Veronica			
Balbirnie, Lisa Jane Vance			
Chapman, Lisa			
Cerie, Mykel			
Hemenway, Lisa			
Huante, Eduardo			
Lynch, Gingi			
Myers, Carol			
Nieves, Laura			
Romero, Salvador			
Wilkenfeld, Kyla			

Sr. Instructional Assistant (Substitute) – Special Education, \$21.497 Per Hour, 06/10/19

Alvarez, Saidie
Beuford, Bridget
Esqueda, Sandra
Patel, Bhrugulata
Peck, Mary

Sr. Instructional Assistant-Sign Language (Substitute) – Special Education, \$22.593 Per Hour, 06/10/19

Aloway, Mario
Anderson, Jessica
Duperron Flores, Diana
Freeman, Glynette
Fuentes, Efrain
Herrera, Valerie
Jackson, Iris
Mezquida, Josue
Miller, Corinna
Negrete, Monica
O'Haver, Patricia

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>Sr. Instructional Assistant-Sign Language (Substitute) – Special Education, \$22.593 Per Hour, 06/10/19 (cont.)</u>			
Pena, Maria			
Thomas-Patterson, Endia			
Thompson, Nakia			
Tolbert, Mignon			

C. Change of Assignment

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Jackson, Cristina (Promotion) (Rpl. N. Apostol)	Sr. Clerical Asst. Student Services \$4,212.00 mo. (100%)	Senior Secretary Student Services \$4,534.00 mo. (100%)	07/01/19
Lara, Maggie (Working out of class Limited-Term)	Custodian Operations \$4,075.00 mo. (100%)	Lead Custodian Operations \$4,423.00 mo. (100%)	06/24/19- 07/15/19
Mendizabal, Otto (Working out of class Limited-Term)	Custodian Operations \$4,075.00 mo. (100%)	Utility Worker Griffiths \$4,316.00 mo. (100%)	06/24/19- TBD
Rendon, Tracy (Working out of class for regular employee)	Sr. Clerical Asst. Special Education \$4,314.00 mo. (100%)	Senior Secretary Special Education \$4,645.00 mo. (100%)	07/08/19- 07/19/19
Rios, Andre (Working out of class Limited-Term)	Custodian Operations \$4,014.00 mo. (100%)	Lead Custodian Operations \$4,423.00 mo. (100%)	06/03/19- TBD

II. CLASSIFIED

C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Silva, David (Promotion) (Rpl. J. Martin)	Custodian Operations \$4,075.00 mo. (100%)	Plant Grounds Asst. Warren High \$4,316.00 mo. (100%)	07/08/19
Williams, Christopher (Working out of class Limited-Term)	Custodian Operations \$4,075.00 mo. (100%)	Lead Custodian Operations \$4,484.00 mo. (100%)	06/20/19- 06/30/19

D. Terminations

Employee	Assignment	Effective	Reason
Walling, Grant	P.E. & Athletic Equip. Att. Downey High	06/28/19	Medical Layoff

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.HHH. AUTHORIZE the service of the music teacher, as submitted, assigned on a Provisional Internship Permit, effective August 12, 2019 through June 1, 2020.

Type:

Consent

Attachments:

PIP - Osvaldo Zarate

Downey Unified School District

Certificated Human Resources

DATE: August 6, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda R. Mir, Assistant Superintendent, Human Resources
SUBJECT: PROVISIONAL INTERNSHIP PERMIT

ACTION ITEM

The District has asked for a Provisional Internship Permit for the following teacher to instruct Music to students in Grades 6 - 8, effective August 12, 2019 through June 1, 2020:

Stauffer Middle School

Zarate, Osvaldo Music

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the music teacher, as submitted, assigned on a Provisional Internship Permit, effective August 12, 2019 through June 1, 2020.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.III. AUTHORIZE the service of the education specialist teacher, as submitted, assigned on a Provisional Internship Permit, effective August 12, 2019 through June 1, 2020.

Type:

Consent

Attachments:

PIP - Natalie Neimann

Downey Unified School District

Certificated Human Resources

DATE: August 6, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda R. Mir, Assistant Superintendent, Human Resources
SUBJECT: PROVISIONAL INTERNSHIP PERMIT

ACTION ITEM

The District has asked for a Provisional Internship Permit for the following teacher to instruct Special Education – Mild/Moderate to students in Grades K-3, effective August 12, 2019 through June 1, 2020:

Williams Elementary School

Neimann, Natalie Education Specialist, Mild/Moderate

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the education specialist teacher, as submitted, assigned on a Provisional Internship Permit, effective August 12, 2019 through June 1, 2020.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.JJJ. AUTHORIZE the service of the Film/TV Production teacher, as submitted, assigned on a Provisional Internship Permit, effective August 12, 2019 through June 1, 2020.

Type:

Consent

Attachments:

Authorization

Downey Unified School District

Certificated Human Resources

DATE: September 9, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda R. Mir, Assistant Superintendent, Human Resources
SUBJECT: PROVISIONAL INTERNSHIP PERMIT

ACTION ITEM

The District has asked for a Provisional Internship Permit for the following teacher to instruct Film/TV Production to students in Grades 9 - 12, effective August 12, 2019 through June 1, 2020:

Warren High School

Nelson, Jared Film/TV Production

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the Film/TV Production teacher, as submitted, assigned on a Provisional Internship Permit, effective August 12, 2019 through June 1, 2020.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.KKK. RATIFY the establishment of one new position with duties corresponding to the current classification of Intermediate Clerical Assistant, assigned to the Special Education Department, eight hours per day, twelve months per year at range 115, \$3,217 - \$3,916 per month, effective June 24, 2019.

Type:

Consent

Attachments:

Est ICA-Spec Ed #1721

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: August 6, 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)

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 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, assigned to the Special Education Department, eight hours per day, twelve months per year at range 115, \$3,217 - \$3,916 per month, effective June 24, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Intermediate Clerical Assistant, assigned to the Special Education Department, eight hours per day, twelve months per year at range 115, \$3,217 - \$3,916 per month, effective June 24, 2019.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.LLL. 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 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 Alameda 6.5 hrs #1738

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: August 6, 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 Billie Barrios, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to support the students in an SDC special education classroom with behavioral challenges.

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 Alameda 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 Alameda 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 #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.MMM. APPROVE 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 August 12, 2019.

Type:

Consent

Attachments:

Est SIA-BC Gallatin 6.0 hrs #1756

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: August 6, 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 Billie Barrios, 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 for a student that needs the support of an Additional Adult Assistance (AAA) to access their educational environment and remain safe.

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 Gallatin 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 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 August 12, 2019.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.NNN. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Price 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 Price 6.5 hrs #1740

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: August 6, 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 Billie Barrios, 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 Price 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 Price 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 Price 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 #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.OOO. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Williams Elementary School, six 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 Williams 6.0 hrs #1739

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: August 6, 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 Billie Barrios, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to support a new student as per the previous school'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 Williams 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 one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Williams Elementary School, six 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 #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

II.PPP. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/ Multiply Handicapped, assigned to Williams Elementary School, six 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-SMH Williams 6.0 hrs #1760

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: August 6, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL ASSISTANT-SEVERELY/MULTIPLY HANDICAPPED)

ACTION ITEM

We have received a request from Billie Barrios, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped. This new position is being created at Williams Elementary School for a new student to the District that has medical and physical challenges.

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-Severely/Multiply Handicapped, assigned to Williams 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 one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped, assigned to Williams Elementary School, six 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 #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

III.A. APPROVE the proposed 2019-20 Board of Education Goals.

Type:

Action

Attachments:

Board of Ed Goals

2019-20 BOARD OF EDUCATION GOALS

1. Downey will demonstrate a measurable growth trend of 10% as reflected by the California College and Career Readiness Dashboard. Measurements of focus will include University of California and California State University (UC/CSU) eligibility, Career Technical Education (CTE) Pathway Completion, California State Seal of Bi-literacy eligibility, Smarter Balance Assessment (SBA) (Score 3+), Advanced Placement (AP) participation and score of 3 and above.
2. Downey Unified will continue to enhance Districtwide parent engagement opportunities through parent academies, workshops and the Local Control Accountability Plan (LCAP) process. Continue to partner with all parent advisory groups in building parent capacity and leadership that includes enhancing parent outreach communication through full implementation of the DUSD online app, social media, and site websites.
3. Downey Unified will continue its commitment to student safety, wellness, and engagement via CHARACTER COUNTS!, Positive Behavioral Interventions and Support (PBIS), and other relevant whole child supports including the pursuit and fulfillment to be a National CHARACTER COUNTS! Exemplary School District.
4. Downey Unified will obtain Division of the State Architect (DSA) approval for Doty Middle School, complete modernization of Stauffer Middle School, and work toward completion of modernization at Griffiths and Sussman Middle Schools in order to meet the Fall 2020-2021 construction deadline.
5. Downey Unified will maintain the strong fiscal position that our District has achieved through the deliberate management and strategic oversight of state funding realities. Continue to use and refine Local Control Funding Formula (LCFF) and Federal Funding resources to implement the Local Control Accountability Plan (LCAP) enabling students to reach their full potential.
6. Downey Unified will refine First Best Instruction (FBI) and continue to implement system-wide interventions to support student academic success.
7. Downey Unified will increase zero and seventh period options at the secondary schools and closely follow the progress of SB328 in order to proactively prepare for possible implementation of later start times at the secondary level.
8. Downey Unified will execute the Next Generation Science Standards (NGSS) plan that incorporates professional development and implementation: Elementary- Pilot NGSS curriculum; Middle School- Thematic Design and Common Formative Assessments; High School- Thematic Design, Lab and Rubrics and Common Formative Assessments.
9. Downey Unified will implement Career Technical Education (CTE) grant plans for Career Technical Education Incentive Grant (CTEIG), K12 Strong Workforce Program (K12 SWP), and Carl Perkins V. The focus will be on best practices that strengthen the sustainability through further development and implementation of essential pathway elements in the Elementary, Middle School, and High School segments.
10. In an effort to reach Downey Unified's goal of 23,000 students by 2021, we will increase marketing and public communication efforts, successfully implement the Global Language Academies of Downey (GLAD) initiative and utilize the enrollment growth committee to generate and explore additional innovative programs at the secondary level; including before and after school care and extended learning options for projected implementation August 2020.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

III.B. ADOPT Resolution No. 201920-02, Regarding Intention to Enter into a Joint Use Lease Agreement with Downey Foundation for Educational Opportunities.

Type:

Action

Attachments:

Resolution Item

Resolution

Resolution - Agreement

Downey Unified School District
Office of the Associate Superintendent of Business

DATE: August 6, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent Business Services

SUBJECT: JOINT USE LEASE AGREEMENT WITH DOWNEY FOUNDATION FOR
EDUCATIONAL OPPORTUNITIES

ACTION ITEM

Board of Education approval is requested to enter into a Joint Use Lease Agreement ("Agreement") with Downey Foundation for Educational Opportunities ("DFEO"). DFEO is a nonprofit organization serving the District. DFEO provides District students with supplemental arts education, college preparedness, and health and fitness programs ("Programs"). DFEO seeks to enter into an Agreement to lease the District's portable building located at Manuel Gallegos Administration Center, 11627 Brookshire Avenue, Downey, CA 90241 ("Administration Center") for its Administrative Office. DFEO shall pay District \$250.00 per month in rent for such use, for a term of two years.

District is authorized, pursuant to Education Code section 17527, to "enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session."

Pursuant to Education Code section 17529, prior to entering into a joint use lease agreement to Education Code sections 17527, et seq., the District's Board of Education shall determine that approving the Agreement will not (1) interfere with any educational programs or activities of any school or class conducted at the Administration Center, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of any children at the Administration Center.

Pursuant to California Education Code Section 17534, the term of the Agreement may not exceed five (5) years.

SUPERINTENDENT'S RECOMMENDATION:

ADOPT Resolution No. 201920-02, Regarding Intention to Enter into a Joint Use Lease Agreement with Downey Foundation for Educational Opportunities.

DOWNEY UNIFIED SCHOOL DISTRICT
RESOLUTION 201920-02

RESOLUTION OF THE BOARD OF EDUCATION REGARDING INTENTION TO
ENTER INTO A JOINT USE LEASE AGREEMENT WITH DOWNEY FOUNDATION
FOR EDUCATIONAL OPPORTUNITIES

WHEREAS, Downey Foundation for Educational Opportunities ("DFEO") is a non-profit organization that operates educational programs for District students ("Programs"); and

WHEREAS, DFEO desires to use the portable classroom ("Premises") at Manuel Gallegos Administration Center ("Administration Center") to operate its Programs; and

WHEREAS, pursuant to Education Code sections 17527, et seq., District is authorized to enter into joint use lease agreements "to make vacant classrooms or other space in operating school buildings available . . . to nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals . . ."; and

WHEREAS, DFEO shall pay rent in the amount of \$250.00 per month as further described in the Joint Use Lease Agreement attached hereto as Exhibit "A" for the full use of the District's Premises at the Administration Center; and

WHEREAS, Education Code section 17529 authorizes the governing board of any school district to enter into a lease for the joint use of operating school property if the joint use does not (1) interfere with the educational program or activities of the school, (2) unduly disrupt residents in the surrounding neighborhood, or (3) jeopardize the safety of school children; and

WHEREAS, pursuant to Education Code section 17534, the term of the Agreement may not exceed five (5) years; and

WHEREAS, the District, pursuant to section 17529 of the Education Code, has determined that permitting DFEO to jointly use the Premises will not (1) interfere with the educational programs or activities of any school or class conducted at the Administration Center, (2) unduly disrupt the residents in the surrounding neighborhoods, or (3) jeopardize the safety of any children at the Administration Center; and

THEREFORE, BE IT RESOLVED THAT that the Board of Education for the Downey Unified School District authorizes the District to enter into a Joint Use Lease Agreement with DFEO attached hereto as Exhibit "A"; and

BE IT FURTHER RESOLVED, that the District's Superintendent or his designee is authorized pursuant to this Resolution to take any action which is necessary to carry

out, give effect to, and comply with the terms and intent of this Resolution, including entering into the Joint Use Lease Agreement attached hereto as Exhibit "A."

ADOPTED this 6th day of August 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

**JOINT USE LEASE AGREEMENT
BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT
AND DOWNEY FOUNDATION FOR EDUCATIONAL OPPORTUNITIES**

THIS JOINT USE LEASE AGREEMENT ("Agreement") is made this 7th day of August, 2019, ("Effective Date") by and between the **DOWNEY UNIFIED SCHOOL DISTRICT**, a California public school district ("Lessor" or "District"), and **DOWNEY FOUNDATION FOR EDUCATIONAL OPPORTUNITIES**, a nonprofit organization ("Lessee" or "DFEO"). District and Lessee may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, District is authorized, pursuant to California Education Code section 17527, to "enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session"; and

WHEREAS, District has vacant portable building space, as further depicted in **Exhibit A** attached hereto and incorporated herein by reference ("Premises"), at Manuel Gallegos Administration Center, located at 11627 Brookshire Avenue, Downey, California 90241 ("Administration Center"); and

WHEREAS, Lessee requires space to operate its non-profit administration ("Programs"), as more fully described in in **Exhibit B** attached hereto and incorporated herein; and

WHEREAS, District desires to allow Lessee to use the Premises at the Administration Center, as designated, for Lessee's Programs; and

WHEREAS, pursuant to California Education Code section 17529, the District has determined, by approving this Agreement, that leasing the Premises to Lessee will not (1) interfere with any educational programs or activities of any school or class conducted at the Administration Center, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of any children at the Administration Center; and

WHEREAS, District and Lessee desire to enter into this Agreement whereby District leases the Premises at the Administration Center to Lessee, and Lessee leases the Premises from District, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

- 1. Lease of Premises.** District hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from District, the Premises pursuant to the terms described herein, and as set forth in **Exhibit A**, for the sole purpose of the use of the Premises for Lessee's Programs, as further described in

Exhibit B, in accordance with all applicable federal, state, and local laws and regulations relating to the Premises and to the Lessee's use thereof. Lessee shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.

2. **Term.** The term of this Agreement shall be for two (2) years. The commencement date shall be August 8, 2019 ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on August 7, 2021 ("Expiration Date") ("Term").
3. **Rent.** For and in consideration of the use of the Premises for the Term, Lessee agrees to pay District for the Premises rent in the amount of \$250.00 per month ("Rent") for the first calendar year of the Term of this Agreement. Rent shall be increased by 5% at the commencement of the second calendar year of the Term, through the Expiration Date. Rent for the first month shall be due upon the Commencement Date.
4. **Use of Premises.**
 - 4.1. **General Use Provision.** Lessee shall not use or permit the use of the Premises or any part thereof for any purpose which is inimical to public morals and welfare or morally objectionable as unsuitable for a public facility. The District is aware of Lessee's intended use of the Premises for the Programs, as described in **Exhibit B** hereto, and acknowledges, solely as of the Effective Date of this Agreement, that Lessee's use of the Premises for its Programs is not currently viewed as a use which is inimical to public morals and welfare or morally objectionable as unsuitable for a public facility; provided, however, the District reserves its right to reasonably find and determine otherwise, as necessary and appropriate.
 - 4.2. **Waste.** Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer, or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.
 - 4.3. **Sale, Distribution and Consumption of Alcoholic Beverages.** Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Lessee shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.
 - 4.4. **Permits/Approvals.** If required, Lessee shall obtain a use permits and/or approvals from the City in which the Premises is located for Lessee's use throughout the Term. Lessee shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules, and ordinances.
5. **Condition of Premises.**
 - 5.1. The Premises are allocated to Lessee on an "AS IS" basis. The District shall not be required to make or construct any alterations including structural changes, additions, or

improvements to its Premises. By Lessee's entry and use of the Premises pursuant to this Agreement, Lessee accepts the Premises in "AS IS" condition.

- 5.2. Lessee acknowledges that neither the District nor the District's agents have made any representation or warranty as to the suitability of the Premises for Lessee, Lessee's use thereof, or Lessee's Programs as described herein. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind the Parties, and the Parties expressly waive all claims for damages based on any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

6. **Shared Administration Center and Facilities.** Lessee acknowledges and understands that portions of the Administration Center, on which the Premises are located, is and will be in use by District, as depicted in **Exhibit A**. As such, the Administration Center and any playgrounds, common areas, parking lots, recreational facilities, and other outdoor play areas (collectively "Shared Space") may be used by other parties, including District, and Lessee shall cooperate, as necessary, with District and other parties in reaching amicable arrangements concerning use of the Shared Space. Any areas which Lessee shall have no access to, as well as those areas considered Shared Space, are to be clearly depicted in **Exhibit A** attached hereto. Lessee shall also have a right of ingress and egress through the Administration Center to the Premises.

7. **Parking.**

- 7.1. Beyond the Premises, as further described in **Exhibit A** attached hereto, the Lessee shall have non-exclusive use of the parking lot(s) located on the Administration Center where the Premises are located. Lessee shall abide by the District's policies concerning the use of Premises Parking, which policies will be provided to the Lessee at or before the Effective Date. Each Party's use of Premises Parking shall be on a first-come, first-serve basis. Lessee shall coordinate with the District for ongoing direction related to this Section and shall instruct its visitors, invitees, and guests to park only at Premises Parking designated by the District and in **Exhibit A** attached hereto.
- 7.2. Lessee shall not abandon any inoperative vehicles or equipment on any portion of the Administration Center, including the Premises. District shall not be liable for any personal injury suffered by Lessee or Lessee's visitors, invitees, and guests, or for any damage to or destruction or loss of any of Lessee or Lessee's visitors, invitees, or guests' personal property located or stored in the parking lots, street parking, or the Administration Center, including the Premises. Lessee accepts the District's Premises Parking in "AS IS" condition and Lessee acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.

8. **Utilities.**

- 8.1. District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling, and water services.

- 8.2. Lessee shall be solely responsible for all telephone or technology communication services/systems and pest control required by Lessee in its use of the Premises or performance of its Programs.
- 8.3. The District's failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Lessee shall comply with all District energy conservation policies relating to use of the Premises.

9. Maintenance and Repairs.

- 9.1. Lessee shall maintain the Premises in a good condition consistent with the condition of the Premises existing at the time of delivery.
 - 9.1.1. The District shall be responsible for the custodial services, routine repair, cleaning, and general maintenance of the Premises and any furnishing or equipment provided to Lessee, except as otherwise agreed to in writing by the District.
 - 9.1.2. The District shall be responsible for the major maintenance of the Premises. For purposes of the Agreement, "major maintenance" includes, for example, the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance and shall be the responsibility of Lessee.
 - 9.1.3. The Parties shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this Agreement. Lessee shall bear the responsibility to complete a visual inspection of any Premises immediately before use for any defects, damage, or hazards to person or property, and upon observing any of the foregoing, taking reasonable action to remediate or avoid such risk or hazard.
 - 9.1.4. The cost of re-keying, if necessary, shall be the responsibility of the District.
- 9.2. **Damages.** Lessee shall be responsible for damage occurring during its use of the Premises to the extent provided in the Section below titled "Indemnification."

10. Title to the Administration Center. The Parties acknowledge that title to the Administration Center, inclusive of the Premises, is held by District.

11. District's Entry and Access to Premises. District and its authorized representatives shall have the right to enter the Premises at any time for the purpose of inspection ("Inspection"); or to perform deferred maintenance in or on the Premises in a manner so as not to disrupt Lessee's use of the

Premises; provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Linda Salomon Saldana, as indicated below, immediately upon District's receipt of notification of any emergency. If Lessee is not present to open and permit entry into the Premises in an emergency situation, as reasonably determined by District, District may enter by means of a master key without liability to Lessee.

- 12. Safety of Premises.** The Premises may be monitored by a safety system maintained and operated by District, if at all, which may allow District to provide Lessee with notice, pursuant to District's standard protocol for all other District buildings and facilities, of a potential incident or situation necessitating Lessee's attention. However, Lessee specifically acknowledges, understands, and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate safety/security measures, protocols, personnel, or systems for either Lessee or the Premises. Lessee further expressly acknowledges and agrees that District shall not be liable for and is hereby released from any and all responsibility for any damage, loss, or injury to either person or property because of any criminal activity (including, but not limited to, any damage, loss, or injury resulting from intrusions, petty theft, vandalism, or other similar acts) that may occur on or near the Premises, regardless of whether District was able to, actually did, or failed to provide notice to Lessee of a potential incident or situation which led to the damage, loss, or injury, and in accordance with the other terms and conditions of this Agreement. District hereby makes no warranties or representations as to the safety or security of Lessee or the Premises. Lessee shall be responsible for supplying, providing, establishing, maintaining, and operating its own safety measures, protocols, personnel, or systems to encourage and ensure the security of Lessee, its agents, officers, employees, licensees and invitees, if it so desires and at Lessee's sole cost ("Lessee's Safety Measures"); provided, however, that Lessee must obtain prior written approval from District prior to employing Lessee's Safety Measures and provided that all of Lessee's Safety Measures are compatible with any District safety system or protocol then existing.
- 13. Fingerprinting and Criminal Background Verification.** If applicable and/or requested by District, Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Saf. Code §§ 1500 et seq.). In the event the Section applies to Lessee, Lessee shall promptly provide written verification of compliance with the fingerprinting and criminal background investigation requirements to District prior to Lessee taking possession of the Premises.
- 14. Termination.** Termination of this Agreement may be for convenience or cause as specified below.

 - 14.1. Termination for Convenience.**

 - 14.1.1. District may terminate this Agreement for convenience by written notification thirty (30) days prior to the effective date of the termination.
 - 14.1.2. Lessee may terminate this Agreement for convenience by written notification thirty (30) days prior to the effective date of the termination.

- 14.1.3. Neither Party shall be required to provide just cause for termination in the written notification.
- 14.2. **Termination for Cause.** Either Party may terminate this Agreement immediately for cause. Cause shall include, without limitation:
- 14.2.1. Material violation or default of this Agreement by Lessee or District; or
- 14.2.2. Any act by Lessee exposing District to liability to others for personal injury or property damage; or
- 14.2.3. Lessee is adjudged a bankrupt, Lessee makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Lessee's insolvency.
- 14.2.4. If District terminates for cause, Lessee's rights in the Premises shall terminate upon Lessee's receipt of notice of termination from District. Upon receipt of District's notice of termination, Lessee shall surrender and vacate the Premises in the condition required under this Agreement, and District may re-enter and take possession of the Premises and all the remaining improvements or property and eject Lessee or any of Lessee's subtenants, assignees, or other person or persons claiming any right under or through Lessee or eject some and not others or eject none. This Agreement may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Lessee from the payment of any sum then due District or from any claim for damages previously accrued or then accruing against Lessee.
- 14.3. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District and/or Lessee.
- 14.4. Upon termination of this Agreement, Lessee shall be responsible to restore the Premises to its condition prior to the commencement of this Agreement with no damage thereto, reasonable wear and tear excepted.
15. **Remedies for Breach.** Except for termination for cause pursuant to Section 14.2, in the event either Party is in default of this Agreement, the non-defaulting Party may allow up to thirty (30) days for the defaulting Party to "cure" the default, following service of a notice of default and a demand to cure. In the event that the defaulting Party fails to cure its default within such period of time, the non-defaulting Party shall have the right to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. Any termination under this Section or Section 14 shall not release a Party from the payment of any sum or payment from any claim for damages previously accrued or then accruing against a Party. Any dispute as to the existence of a material breach, the acceptability of a cure for each alleged breach, or the appropriate remedy for each and every material breach of this Agreement shall be resolved by mediation and/or arbitration by a mediator/arbitrator agreeable to both Parties. Arbitration of disputes as to material breach of this Agreement shall be final and binding as the exclusive remedy for enforcement of the rights and responsibilities of all Parties.

16. Indemnification. To the fullest extent permitted by California law, Lessee shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from and against any and all loss, liability, damage, expense, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs (collectively "Claims"), as well as any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons, including employees of Lessee, and damage to property, including property of either Party, arising out of or in connection with intentional, willful wanton, reckless, or negligent conduct resulting from the operation, condition, or occupancy of the Premises, or any activities of Lessee related to this Agreement. However, the District shall not be indemnified herein for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

17. Insurance.

17.1. Lessee shall obtain insurance from insurer(s) with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District. Lessee shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

17.2. Lessee acknowledges that the insurance to be maintained by District on the Premises will not insure any of Lessee's property or improvements made by Lessee.

17.3. Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance, an excess liability/umbrella policy and a comprehensive auto liability policy insuring District and the District's Indemnitees as additional insureds against claims liabilities arising out of the operation, condition, use, modification, maintenance, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Lessee's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned.

17.4. Lessee's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars (\$2,000,000) general aggregate policy limit.

17.5. The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Lessee shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

17.5.1. Not be canceled or altered without thirty (30) days' prior written notice to District;

17.5.2. State the coverage is primary and any coverage by District is in excess thereto;

17.5.3. Contain a cross liability endorsement; and

17.5.4. Include a separate endorsement naming the District and the District's Indemnitees as additional insureds.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Lessee shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

17.6. During the Term, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Premises as of the Commencement Date. In the event of loss or damage to the Premises, the buildings, or any contents, each Party, and all persons claiming under the Party, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.

17.6.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Lessee shall be charged to Lessee.

17.7. During the Term, Lessee shall comply with all provisions of law applicable to Lessee with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Lessee's occupancy of the Premises, Lessee shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

18. Signs. Lessee may, at Lessee's sole cost, have the right and entitlement to place an onsite sign on the Premises to advertise Lessee's use or program, provided Lessee obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Lessee's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of any of Lessee's signs, District agrees to cooperate with Lessee in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Lessee shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Lessee shall remove any signs which it has placed on the Premises, and shall repair any damage caused by the installation or removal of Lessee's signs.

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

TO DISTRICT:

Downey Unified School District
11627 Brookshire Ave.
Downey, CA 90241
ATTN: Christina Aragon
Telephone: 562-469-6521
Email: caragon@dusd.net

TO LESSEE:

Downey Foundation for Educational Opportunities
11627 Brookshire Ave.
Downey, CA 90241
ATTN: Linda Salomon Saldana
Telephone: 323-683-1242
Email: lsaldana@dfeo.org

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

20. **Subcontract, Assignment and Sublease.** Lessee shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises, except to any entity affiliated with Lessee, which shall include any entity controlled by, under common control of, or successor entity of Lessee, in which event Lessee may assign or transfer the Agreement without prior consent of District; provided, however, that Lessee shall provide District with thirty (30) days' prior written notice of any such assignment or transfer of this Agreement and also expressly require any entity to which this Agreement is assigned or transferred to comply with and be liable for any and all responsibilities or obligations hereunder this Agreement. Any purported assignment or transfer where the District's consent is required but not obtained shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.
21. **Joint and Several Liability.** If Lessee is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Lessee hereunder.
22. **Entire Agreement of Parties.** The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties.
23. **California Law.** The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in the county in which the District administrative offices are located.

24. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
26. **Counterparts.** The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
27. **Captions.** The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
28. **Severability.** Should any provision of the Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
29. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
30. **Modification.** This Agreement, or any Exhibit attached hereto, may be amended in writing signed by both Parties. The Parties' respective Boards must approve this Agreement and Exhibits and any changes or modifications thereto.
31. **Nondiscrimination.** Neither Party shall discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, disability, or any other basis prohibited by law in the operation of any of their programs or employment practices. The Parties affirm they are equal opportunity employers and shall comply with all applicable federal, state and local laws and regulations.
32. **Authority to Sign Agreement.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.
33. **Force Majeure.** In addition to specific provisions of this Agreement, performance by a Party shall not be deemed to be in default, and all performance or other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party, such as but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; limitation of supplies; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; acts or omissions of another party; or any other causes beyond the control of or without the fault of the Party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the

time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2019

Dated: _____, 2019

DOWNEY UNIFIED SCHOOL DISTRICT

**DOWNEY FOUNDATION FOR EDUCATIONAL
OPPORTUNITIES**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Exhibit A
DESCRIPTION OF PREMISES AND ADMINISTRATION CENTER

The Administration Center and Premises, including restrooms, parking and ingress/egress access, are as follows:

Portable (DP-1) at Manuel Gallegos Administration Center, located at 11627 Brookshire Avenue, Downey, CA 90241.

A map depicting the Premises at the Administration Center is included below.

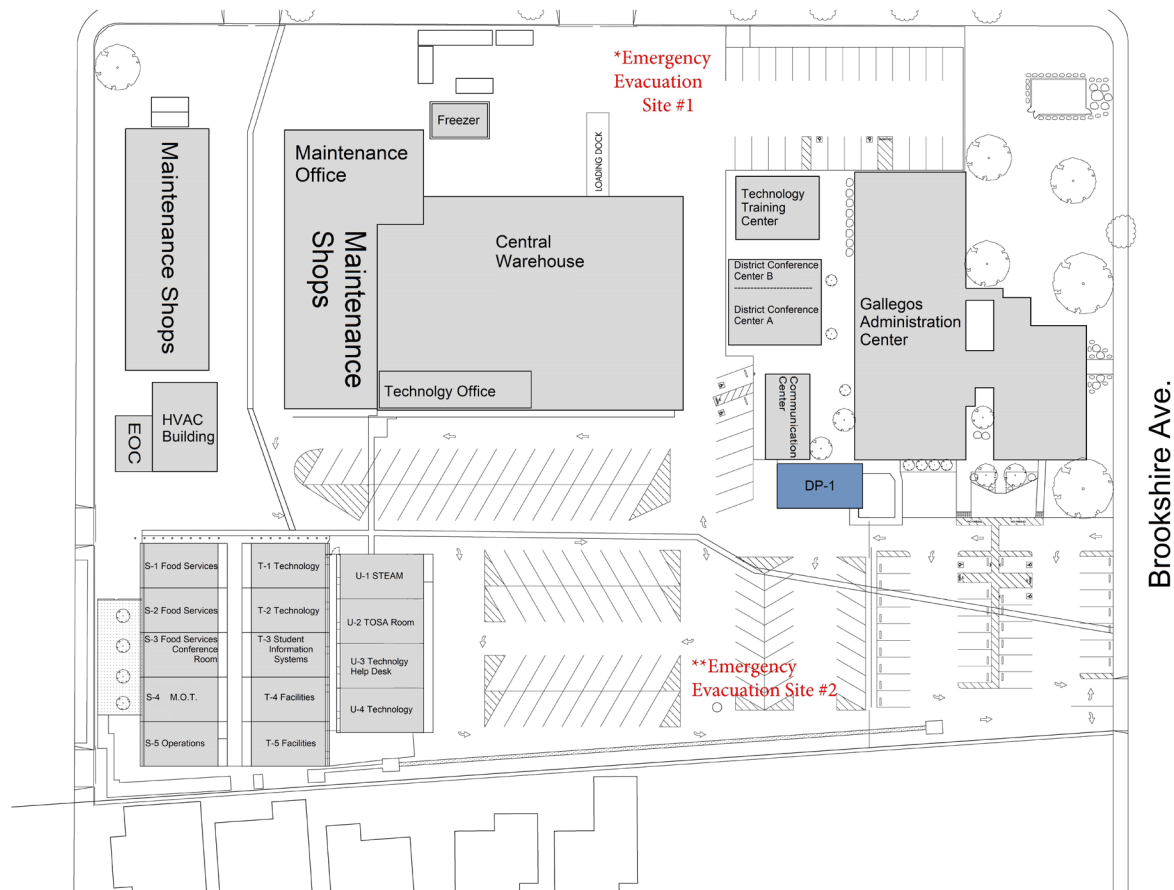


Exhibit B
DESCRIPTION OF LESSEE'S PROGRAM

Lessee's Programs shall consist of the following:

1. Programs. DFEO shall use the Premises for the following:
 - 1.1. Business Administration for Foundation (Office Work);
 - 1.2. Foundation Meetings and Staff Training; and
 - 1.3. Student Registration Office for Foundation Sponsored Programs (offered at other locations).

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

III.C. ADOPT new Board Policy and Administrative Regulation 2635, Tobacco.

Type:

Action

Attachments:

BP 2635

AR 2635

Downey Unified School District

STUDENTS

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.

Downey Unified School District

STUDENTS

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)

Downey Unified School District

STUDENTS

TOBACCO - continued

AR 2635

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

Downey Unified School District

STUDENTS

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.

Adopted:

3 of 3

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

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

Type:

Informational

Attachments:

CAHYA Curriculum

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: August 6, 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.

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

IV.C. APPROVE proposed changes to Administrative Regulation 3126, Graduation.

Type:

Action

Attachments:

Board Item AR 3126

AR 3126

Graduation Chart

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: August 6, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Education
Prepared by: John Harris, Director, College and Career Readiness

SUBJECT: APPROVE PROPOSED CHANGES TO AR 3126, GRADUATION

BOARD ITEM

The Board of Education is requested to approve the addendum to AR 3126, instating a five-year timeline extension for the implementation of the a-g graduation requirements for designated students.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the proposed changes to Administrative Regulation 3126, Graduation.

Downey Unified School District

INSTRUCTION

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 2024, 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. Transfer students enrolling after the 10th grade will be considered on a case by case basis under this extension.

This timeline extension maintains and extends the current 2022 graduation requirements to five consecutive graduation classes 2024 through 2028 for all identified students. A waiver option for the Year 2 Language Other Than English (LOTE) requirement and "c" category mathematics requirement is available if the student has attempted to complete the requirement and the designated team deems appropriate. This waiver option is limited to eligible students in the graduating classes 2022 through 2028. Final approval of waivers will be with the authorization of the Superintendent or designee. 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.

Downey Unified School District

INSTRUCTION

GRADUATION - continued

AR 3126

Minimum Curriculum Requirements, Graduating Classes of 2018-2021

	<u>Years</u>	<u>Semester Hours</u>
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	<u>75</u>
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.

Downey Unified School District

INSTRUCTION

GRADUATION - continued

AR 3126

Minimum Curriculum Requirements, Graduating Classes of 2022 and Beyond

	<u>Years</u>	<u>Semester Hours</u>
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		<u>45</u>
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.

Downey Unified School District

INSTRUCTION

GRADUATION - continued

AR 3126

State Seal Diploma Programs

In addition to the above requirements, any student who satisfactorily meets the state defined requirements for the diploma seal recognition including the State Seal of Biliteracy and the Golden State Merit Diploma will receive a seal of recognition on the diploma.

Transfer Students

Students who enter the Downey Unified School District shall meet the same graduation proficiency standards required of all other students.

Graduation Exercises

All high school graduation exercises shall be the function of the school and determined by parents, students, teachers, and school administration.

No student may participate in traditional senior activities or in the graduation ceremonies unless all attendance and curriculum requirements have been completed.

Students who qualify for a certificate of achievement or a certificate of 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.

Downey Unified School District

INSTRUCTION

GRADUATION - continued

AR 3126

Columbus High School

In addition to the Graduation Proficiency requirements, graduates of Columbus High School will be regulated by the provisions of AR 3210. Their graduation will be an exercise separate from the other high school graduations and their diplomas will be from Columbus High School as set forth in the Education Code and Title 5.

Students who qualify for a certificate of achievement or a certificate of recognition may participate in traditional senior activities and graduation ceremonies.

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

DOWNEY UNIFIED SCHOOL DISTRICT
College and Career Readiness

Graduation Requirements
AR 3126 Proposal

<u>New Graduation Requirements</u>	<u>Year of Graduation</u>	<u>Waiver Eligible Students</u>
Old Diploma Requirements	2020	Old Diploma Requirements
Old Diploma Requirements	2021	Old Diploma Requirements
3•2•1	2022	3•2•1
3•2•1	2023	3•2•1
3•2•1+ a-g Approved	2024	3•2•1
3•2•1+ a-g Approved	2025	3•2•1
3•2•1+ a-g Approved + C or better	2026	3•2•1
3•2•1+ a-g Approved + C or better	2027	3•2•1
3•2•1+ a-g Approved + C or better	2028	3•2•1
3•2•1+ a-g Approved + C or better	2029	

3•2•1 = 3 years any math, 2 years Language Other Than English (LOTE), 1 year Visual Performing Arts (VPA)

REGULAR BOARD OF EDUCATION MEETING AGENDA #3
Downey Unified School District
11627 Brookshire Avenue

Tuesday, August 6, 2019
Open Session: 5:00 PM | Closed Session: 6:00 PM

V.A. APPROVE the schedule for elementary bus stops for the 2019-20 school year.

Type:

Action

Attachments:

Bus Stops for 2019-20 PDF

DOWNEY UNIFIED SCHOOL DISTRICT
TRANSPORTATION SERVICES

REGULAR EDUCATION
ELEMENTARY SCHOOL BUS STOPS
2019-2020

ALAMEDA

TK/K-4th Grade: 8:15-2:20/2:45

Early out: Friday 1:20

8764 Firestone (S/W Corner Lakewood)

CARPENTER

TK/K-5th Grade: 8:05/8:20-2:10/3:00

Early out: Friday 1:30/1:45

Cleta & Brookshire

Tristan & Buckles (S/E)

Glynn & Donovan (S/E)

Barlin & Adoree (E/N)

8614 Cavel

Fontana & Patton

11806 Vultee

Patton & Cole (S/W)

8337 Cole

Klondike & Century

Prichard & Castana (N/W)

Brookshire at Borson (N/W)

Brookshire at Borson (S/E)

Patton & Cole (S/W)

GALLATIN

TK/K-5th Grade: 8:30/8:45 -

2:35/2:50/3:15

Early out: Tuesday 1:45/2:00

10629 Lakewood

10522 Downey Ave

GAULDIN

TK/K-5th Grade: 8:30/8:44 -

2:30/2:45/3:15

Early out: Wednesday 1:50/2:00

Hall & Coldbrook

Woodruff & Nance (S/E Corner)

11247 Regentview

9034 Margaret

IMPERIAL

TK/K-3rd Grade: 8:15/8:30 - 2:20/2:35

Early out: Wednesday 1:10/1:25

Arnett & Downey Ave (YMCA)

Old River & Emily

10818 Amery

DOWNEY UNIFIED SCHOOL DISTRICT
TRANSPORTATION SERVICES

REGULAR EDUCATION
ELEMENTARY SCHOOL BUS STOPS
2019-2020

LEWIS

TK/K-5th Grade: 8:15/8:40-

2:20/2:45/3:10

Early out: Thursday 1:55/2:20

13851 Birkhall

12654 Glenshire Ave

OLD RIVER

4th-5th Grade: 8:23-3:00

Early out: Friday 1:45

Adwen & Rives

11525 Downey Ave (next to YMCA)

Boyne & Downey Ave (S/W corner)

Downey Ave before Quoit W/N

Cheyenne & Gneiss

Paramount & Puritan

5601 Gardendale

10233 Richlee

10430 Garfield (N/E Corner at Stonybrook)

10531 Richlee

PRICE

K-5th Grade: 8:05/8:15-

2:12/2:22/2:47

Early out: Wednesday 1:47/1:57

7751 Ramish

Rios Gate (alley-way)

RIO HONDO

K-5th Grade: 8:25/8:43-

2:32/2:50/3:15

Early out: Wednesday 1:42/2:00

Crawford Park

RIO SAN GABRIEL

K-5th Grade: 8:10-2:10/2:20/2:45

Early out: Tuesday 1:25/1:35

Garnish & Gallatin

Clancey & Appleby

Kirkwood School

DOWNEY UNIFIED SCHOOL DISTRICT
TRANSPORTATION SERVICES

REGULAR EDUCATION
ELEMENTARY SCHOOL BUS STOPS
2019-2020

UNSWORTH

TK/K-5th Grade: 8:30-2:35/3:00

Early out: Friday 1:45

Vista Del Rosa/Stoakes N/E	8434 Tweedy
8717 Parrot	Rives & Brookpark
8234 Telegraph	Lowman & Brookpark
Paramount & Birchcrest	

WARD

**(K-4th Grade) 8:05/8:15 -
2:10/2:20/2:35**

**Early out: Thursday
1:15/1:25/1:30**

Klondike & Century	5854 Imperial
5601 Gardendale	Old River School & Imperial

WILLIAMS

K-3rd Grade: 8:00/8:15-2:10/2:25

Early out: Thursday 1:05/1:15

Stewart & Gray/S.Gate City Sign	Hondo & Chavers
9630 Karmont	7938 Springer
10233 Richlee	10430 Garfield (N/E Corner at Stonybrook)
10531 Richlee	