BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA January 12, 2021 - REGULAR MEETING

PACE TRAINING CENTER

9625 Van Ruiten Street

Bellflower, CA 90706

Board of Education



Vice President Barbara R. Samperi



President D. Mark Morris



Clerk Martha E. Sodetani



Member Giovanna Perez-Saab



Member Jose J. Rodriguez



Member Linda Salomon Saldaña



Member Nancy A. Swenson



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



Special Board of Education Meeting

June 15, 2021 Closed Session - 8:30 a.m. Open Session - 9:00 a.m.

Meeting held Virtually Electronically or Telephonically

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

How to Connect to the Meeting electronically/telephonically:

Zoom Information:

https://dusd-net.zoom.us/j/87232652103?pwd=U1pFaUZ6V2hzN0VPZ0t3ZksyRE5MZz09

Passcode: 492559

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

Webinar ID: 872 3265 2103

Passcode: 492559

Public Comment:

Persons who want to comment on agendized items only are invited to submit comments via email to publiccomment0615@dusd.net by Tuesday, June 15, 2021, at 7:30 a.m. All public comments will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).



AGENDA

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

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In compliance with the American Disabilities Act, those requiring special assistance to access the Board Meeting, written documents being discussed at the Board Meeting, or to otherwise participate in Board Meetings, please contact the Superintendent's Office at 562-469-6511 at least 48 hours prior to the meeting to accommodate reasonable requests.

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. D. Mark Morris, President of the Board of Education, at 8:30 a.m. on Tuesday, June 15, 2021, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Mr. Jose J. Rodriguez, Member of the Board of Education.

3. INVOCATION

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

4. ROLL CALL

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



5. ADOPT Agenda #26 for the Regular Meeting of the Board of Education held on June 15, 2021.

II. CLOSED SESSION

Retire into Closed Session to discuss:

a. Superintendent's Evaluation

III. GENERAL BOARD FUNCTIONS (continued)

1. APPROVE Official Minutes of the Regular Board of Education Meeting held June 1, 2021, as submitted or with necessary corrections.

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- 2. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.
- 3. HEAR Oral Communications from Members of the Board of Education and Superintendent.
- 4. HEAR Public on items not appearing on the Agenda.

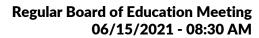
IV. CONSENT AGENDA

1. ACCEPT with gratitude and in accordance with Board Policy 63/2 the gift donations received through June 2021.	24
2. RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.	26
3. RATIFY Compromise and Release Agreement for Office of Administration Hearing Case No. 2019030638.	
4. APPROVE proposed revisions to Administrative Regulation 2630, Wellness.	28
5. APPROVE the proposed changes to Administrative Regulation 3126, Graduation.	36
6. AUTHORIZE signatories, as presented, to become effective July 1, 2021 and to remain in effect until subsequent action is taken by the Board of Education.	42
7. APPROVE the monthly mileage allowances for ten-month, eleven-month, and twelve-	

month employees for 2021-22, as submitted, at an estimated annual cost of \$73,345.00.

8. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from May 18, 2021 through June 1,

48





	2021. 🕖	52
9.	RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from May 18, 2021 through June 1, 2021.	54
10.	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 2021, covered by Payroll Orders issued through May 2021.	56
11.	RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20185171 and 20193078 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning May 1, 2021 and ending May 31, 2021.	58
12.	RATIFY First Amendment to Service Agreement No. 202021-91 with Summmit Speech Pathology Services Inc. for speech language services from August 1, 2020 to June 30, 2021.	60
13.	RATIFY Third Amendment to Service Agreement No. 202021-203 with First Steps for Kids for Behavior Intervention Implementation and Behavior Intervention Services from October 21, 2020 through May 28, 2021.	62
14.	APPROVE the First Amendment to Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-236 with Aurora Industrial Hygiene to perform hazardous materials monitoring services at Williams Elementary School.	64
15.	RATIFY Service Agreement No. 202021-361 with Carlos A. Flores, Psy.D. for Independent Educational Evaluation in the area of Psycho Education and IEP meeting attendance from May 12, 2021 through August 31, 2021.	66
16.	APPROVE the Agreement for Independent Consultant Services No. 202021-364 with Julian Mendoza for The Circle of Life Classes for Summer School.	71
17.	RATIFY Service Agreement No. 202021-367 with Ecuamex to provide latte beverages to Warren High School students for the SeniorChella event held on May 23, 2021.	78
18.	RATIFY Service Agreement No. 202021-368 with Da Vinci Ice Cream to provide ice cream to Warren High School students for the SeniorChella event held on May 23, 2021.	83
19.	RATIFY Service Agreement No. 202021-369 with Beltmann Relocation Group to provide moving services to move items from portable buildings to new classrooms at Stauffer Middle School from May 28, 2021 through December 31, 2021.	88
20.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-371 with	



Digital Networks Group, Lake Forest, to install audio/visual equipment at Stauffer Middle School, in the amount of \$9,063.97, to be charged to Measure O Bond Funds. (under separate cover)

	separate cover)	
21.	RATIFY Service Agreement No. 202021-373 with California Weekly Explorer, Inc. to provide walk through American Revolution presentations for Price Elementary from April 19, 2021 through May 7, 2021.	94
22.	APPROVE Agreement No. 202122-25 with Amtech Elevator Services to conduct planned routine inspection and maintenance of all DUSD wheelchair lifts from July 1, 2021 through June 30, 2022.	99
23.	APPROVE Service Agreement No. 202122-29 with Cooperative Organization for the Development of Employee Selection Procedures (CODESP) from July 1, 2021 through June 30, 2022.	105
24.	APPROVE Agreement No. 202122-31 with the San Joaquin County Office of Education for an extension to the Student Success Team Management System License Agreement from July 1, 2021 through June 30, 2022.	114
25.	APPROVE Agreement No. 202122-35 with Duff & Phelps to provide an updated fixed asset accounting ledger for accounting and financial reporting as of June 30, 2021.	119
26.	APPROVE Agreement No. 202122-36 with Tech Ed Services, Inc. to provide assistance with Universal Service Fund Applications (E-Rate) for the 2022 funding year, from July 1, 2021 through June 30, 2024.	124
27.	APPROVE Agreement No. 202122-37 with School Services of California to provide fiscal budget and management information services from July 1, 2021 through June 30, 2022.	126
28.	APPROVE Agreement No. 202122-39 with American Fidelity Administrative Services, LLC, to provide ACA employer reporting services from July 1, 2021 through June 30, 2026.	131
29.	APPROVE the Agreement for Independent Consultant Services No. 202122-40 with Julian Mendoza for The Circle Life Classes, effective July 1, 2021 through June 2, 2022.	137
30.	APPROVE the Amending Agreement with Sports for Learning to provide additional after school support for Old River Elementary School and Doty, Griffiths, Stauffer and Sussman Middle Schools.	143
31.	APPROVE Amendment #2 to the School Facilities Funding Consulting Agreement with Corinne Loskot Consulting, Inc. to provide additional consulting services through June 30, 2021.	147
	LVL1. **	146



32.	APPROVE Amendment #3 to Agreement with PIH Health Hospital to extend the agreement to provide student workers from the Downey Adult School nursing program from July 1, 2021 through June 30, 2023.	151
33.	APPROVE Agreement for Independent Consultant/Professional Services (Construction Related) with Geo-Advantec, Inc., San Dimas, to provide geotechnical and geohazard investigation services for the Stauffer Middle School new classroom building, in the amount of \$20,650.00, to be charged to Measure O Bond Funds. (under separate cover)	
34.	AUTHORIZE the advertisement for Bid #21/22-05, Purchase of Welding Equipment and Related Supply Items for the K12 Strong Workforce Welding Program, to be charged to the K12 Strong Workforce Grant.	154
35.	RENEW the acceptance and approval of the use of the San Bernardino County Superintendent of Schools Bid #19/20-1273, Furniture: Systems and Stand Alone, with Lakeshore Learning Materials, Carson, for the 2021-22 school year, in the anticipated amount of \$80,000.00, with no guarantee that this amount will be met or exceeded, to purchase preschool classroom furniture on an as-needed basis with the same advantages, terms and conditions.	156
36.	REJECT Bids from 4 Seasons Roofing, Inc., Montebello, in the amount of \$435,800.00, and MENCO Group, Inc., Mission Hills, in the amount of \$570,000.00, due to clerical errors in their bids; and AWARD Bid #20/21-02, Replacement of Roofs on Buildings R, S, and Y at Downey High School, to Danny Letner Inc., dba Letner Roofing Company, Orange, in the amount of \$639,007.00, to be charged to Deferred Maintenance Funds.	158
37.	AWARD Bid #21/22-02, Purchase of Dairy Products for the Food Services Department, to Clearbrook Farms, Downey, in the anticipated annual amount of \$273,800.00, to be charged to the Food Services Fund.	160
38.	REJECT bid from Astro Painting Company, Inc., West Covina, in the amount of \$138,000.00 for Price Elementary School; and AWARD Bid #20/21-04, Exterior Painting of Carpenter, Gallatin, Price, Unsworth and Ward Elementary Schools to: Color New Company, Woodland Hills, for Price Elementary School in the amount of \$152,000.00 and Ward Elementary School in the amount of \$128,000.00; and Astro Painting Company, Inc., West Covina, for Carpenter Elementary School in the amount of \$130,000.00, Gallatin Elementary School in the amount of \$160,000.00, and Unsworth Elementary School in the amount of \$145,000.00, to be charged to the Deferred Maintenance Fund.	415
		162
39.	APPROVE Change Order #1 to Purchase Order #PO2W-21*0124 for recurring digital radio communication costs at the request of the Technology Department with Mobile Relay Associates, Paramount, in the increased amount of \$11,976.00, to be charged to	
	the General Fund.	164



40. APPROVE Change Order #1 to Purchase Order #PO1-21*283 for online court reporting access at the request of the Downey Adult School with EV360, LLC, Valparaiso, Indiana, in the increased amount of \$3,125.00, to be charged to the Adult School Fund.	166
41. ACCEPT as complete Agreement for Construction Service (Small Projects) No. 202021-319 for furnishing and installing steel library shelving at Sussman Middle School, with J.K. Milkin, Inc. dba Yamada Enterprises, Huntington Beach, in the final amount of \$9,590.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.	168
42. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-326 for tree trimming services at Lewis and Rio Hondo Elementary Schools, with George's Tree & Landscape Service, Downey, in the final amount of \$10,000.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.	170
43. APPROVE the declaration and sale and/or recycling of District obsolete property and ABATE the income to the General Fund Account #01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.	172
44. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.	181
45. AUTHORIZE the service of the Program Specialist, as submitted, assigned on a Subsequent Variable Term Waiver for Education Code Section 44266, effective July 1, 2021 through June 30, 2022.	197
46. ACCEPT the names and amounts of those classified employees who are eligible to receive the Professional Growth Award for the five-year period ending June 30, 2021; and APPROVE payment thereof.	199
V. SPECIAL ADMINISTRATIVE - Business	

V. SPECIAL ADMINISTRATIVE - Business

- 1. HEAR a presentation from Phil Davis, Member of the Board of Directors of the Mary R. Stauffer Foundation, honoring Dr. Mary Stauffer for her contributions to the students and staff of the Downey Unified School District.
- 2. APPROVE the Local Control Accountability Plan for the 2021-22 school year.
- 3. ADOPT the Budget for the 2021-22 fiscal year. (under separate cover)

VI. GENERAL ADMINISTRATIVE SERVICES

1. ADOPT Resolution No. 202021-23, to establish a Student Activity Special Revenue Fund



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2.	ADOPT Resolution No. 202021-24, Designation of Specific Material, Product, Thing, or Service for Procurement.	204
3.	REVIEW and APPROVE the draft revision of the Schedule of Regular Board Meetings for the 2021-22 school year. $ \oslash $	207
4.	HEAR a presentation from Dr. Roger Brossmer, Dr. Wayne Shannon, Dr. Robert Jagielski and Dr. Patricia Sandoval on Mental Health Expansion Services for the 2021-22 school year.	

VII. SPECIAL ADMINISTRATIVE - Instruction

- 1. HEAR a presentation from Dr. Veronica Lizardi, Director of Innovative Education Programs on the upcoming new programs for the 2021-22 school year.
- 2. APPROVE Downey Adult School Career and Education Center to offer new CTE programs:

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- Certified Nurse Assistant (160 hours)
- Certified Nurse Assistant and Phlebotomy (240 hours)
- Home Health Aide (40 hours)
- Home Health Aide (120 hours)

VIII. SPECIAL ADMINISTRATIVE - Personnel

1. APPROVE Declaration of Need for Fully Qualified Educators for the 2021-22 school year.

211

- 2. HEAR a presentation from Dr. Rani Maline-Bertsch on the Human Relations Council updates.
- 3. HEAR a presentation from Vince Madsen, Senior Director of Facilities Planning and Development, and John Shook, Director of Maintenance, Operations and Transportation, regarding Middle School Construction Updates and Summer Projects.

IX. ITEMS FOR FUTURE AGENDA

X. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Thursday, July 15, 2021, at 4:00 p.m. or 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

XI. CLOSED SESSION

The Board of Education retired into 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 Possible Joint Use Agreement with the YMCA at Sussman Middle School
- f. Superintendent's Evaluation

XII. TOUR the following Middle School Projects at approximate times:

- 1:00 p.m. Sussman Middle School, 12500 Birchdale Avneue, Downey
- 1:50 p.m. Griffiths Middle School, 9633 Tweedy Lane, Downey
- 2:35 p.m. Doty Middle School, 10301 Woodruff Avenue, Downey

XIII. ADJOURNMENT

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

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

Any open session item writings or documents on this agenda that are public records will be made available for public inspection in the District Office located at 11627 Brookshire Avenue, Downey, California, during normal business hours or at www.dusd.net.



III. 1. APPROVE Official Minutes of the Regular Board of Education Meeting held June 1, 2021, as submitted or with necessary corrections.

Supporting Documents



scan0925



Regular Board of Education Meeting 06/01/2021 04:00 PM

Downey Unified School District Meeting held Virtually - Electronically or Telephonically

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

https://dusd-net.zoom.us/j/82686318971?pwd=MENpdGlyWE04ZGt6dmEwQ1dVRDBMUT09

Passcode: 540769

To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833

Webinar ID: 826 8631 8971 Passcode: 540769

Persons who want to comment on agendized items or topics not included on the agenda are invited to submit comments via email to <u>publiccomment0601@dusd.net</u> by Tuesday, June 1, 2021, at 3:00 p.m. All public comments will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).

In compliance with the American Disabilities Act, those requiring special assistance to access the Board Meeting, written documents being discussed at the Board Meeting, or to otherwise participate in Board Meetings, please contact the Superintendent's Office at 562-469-6511 at least 48 hours prior to the meeting to accommodate reasonable requests.

Attendees

Voting Members

D. Mark Morris, Board President Barbara Samperi, Board Vice President Martha Sodetani, Board Clerk Giovanna Perez-Saab, Board Member Jose Rodriguez, Board Member Linda Salomon Saldana, Board Member Nancy Swenson, Board Member

Non-Voting Members

Dr. John Garcia, Jr., Superintendent

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

The Meeting was Called to Order by Mr. D. Mark Morris, President of the Board of Education, at 4:10 p.m. on Tuesday, June 1, 2021, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America was led by Mrs. Giovanna Perez-Saab, Member of the Board of Education.

3. INVOCATION

Invocation was delivered by Mrs. Martha E. Sodetani, Clerk of the Board of Education.

4. ROLL CALL

Present

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

5. ADOPT Agenda #25 for the Regular Meeting of the Board of Education held on June 1, 2021.

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

 APPROVE Official Minutes of the Regular Board of Education Meeting held May 11, 2021 and the Special Board of Education Meeting held May 18, 2021, as submitted or with necessary corrections.

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

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

There was no correspondence to be received.

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

Mr. Rodriguez congratulated all graduates and promoting 8th graders, noting the ceremonies were well done and thanked administrators and staff. He enjoyed the Downey High School AVID awards banquet. Mr. Rodriguez wished good luck to all teams and students in CIF playoffs and a happy summer to all staff and students.

Mrs. Saldaña echoed Mr. Rodriguez's comments about the graduations and promotions and was glad that we were able to have in-person ceremonies for our kids. She reported that she and her 9th grade daughter attended the Athletic Open House at the high school with all coaches in attendance, which was very exciting.

Mrs. Samperi noted that she enjoyed seeing Dr. Brossmer's two sons at the graduation ceremonies. She appreciated receiving the attendance reports and was happy to see that student attendance remains high. Mrs. Samperi thanked Dr. Lizardi for all her work in preparing the LCAP and thanked Unsworth Elementary for their recent newsletter.

Mrs. Perez-Saab announced that we survived the year and succeeded. She thanked staff for all the wonderful ceremonies and noted she is attending virtually tonight as she is headed to her niece's graduation. Mrs. Perez-Saab reported that she attended a LACSTA Meeting two weeks ago and the discussion was about summer school and the need to focus on social and emotional programs. She wished everyone a safe and restful summer.

Ms. Swenson congratulated the graduates and promoting 8th graders. She had the pleasure of attending the Price Elementary School tour for potential families. Mrs. Swenson enjoyed attending the Downey High AVID banquet that was held at the Assistance League Chapter House. She reported that summer school will be starting next week and hopes students will be able to catch up on anything they missed during Distance Learning.

Mrs. Sodetani also enjoyed attending the Downey High AVID awards banquet and added that Andra Macomber did an excellent job in setting up for this event. She reported that she attended the Governor's Budget Revision Workshop as well as six promotion or graduation ceremonies. Mrs. Sodetani attended the GOOD Meeting where eight Downey Unified students were given \$500 scholarships in memory of Downey Police Officer Ricky Galvez.

Mr. Morris was pleased with the turnouts at the graduation and promotion ceremonies, noting it was important to hold these ceremonies in person. He was pleased with the scholarships our students received and thanked the community for their donations. Mr. Morris discussed the Governor's Budget Workshop and noted his disappointment with the restrictions he has placed on the money that is being given to districts.

Dr. Garcia agreed with Board Members, noting that the graduation and promotion ceremonies were wonderful and that he wished he could have attended every school's ceremony. He congratulated all the graduates and stated that tour student speakers did a great job. Dr. Garcia noted that student John Garcia, who greeted him at Carpenter Elementary School his first year as Superintendent in Downey Unified graduated this year, which was very fun.

Ms. Swenson added that she was pleased we passed the Public Health Department inspection of our graduation ceremonies and thanked Dr. Jagielski for his work in making that happen.

HEAR Public on items not appearing on the Agenda.

There was no one to be heard on items not appearing on the Agenda.

II. CONSENT AGENDA

Motion made by: Nancy Swenson
Motion seconded by: Martha Sodetani
Voting:
D. Mark Morris - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes

Giovanna Perez-Saab - Yes Jose Rodriguez - Yes Linda Salomon Saldana - Yes Nancy Swenson - Yes

- RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
- RATIFY Compromise and Release Agreement for Office of Administration Hearing Case No. 2021010315.
- 3. RATIFY Compromise and Release Settlement Agreement for Office of Administration Hearing Case No. 2021030902.
- 4. AUTHORIZE the Payroll Department to withhold sums for the 2021-22 fiscal year, without charge, from pay warrants of both certificated and classified personnel when directed to do so by the employee on a revocable form provided for that purpose in accordance with Education Code Section 45060.
- AUTHORIZE the Los Angeles County Office of Education to make the appropriate transfers
 necessary at the close of the 2020-21 school year to permit payment of obligations the
 District incurred during such school year in accordance with the provisions of Section 42601
 of the Education Code.
- 6. APPROVE District memberships for the 2021-22 fiscal year.
- 7. APPROVE Adult School memberships for the 2021-22 fiscal year.
- 8. APPROVE SELPA memberships for the 2021-22 fiscal year.
- RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from April 29, 2021 through May 17, 2021.
- RATIFY and/or APPROVE per Board Policy 6362 the purhcase orders prepared by the Purchasing Department for the 2021-22 fiscal year from April 29, 2021 through May 17, 2021.
- APPROVE amendment of Service Agreement 202021-71 with Health Management Associates Inc., to extend ending dates of service from May 31, 2021 until June 30, 2021.
- 12. RATIFY Service Agreement No. 202021-332 with Haynes Family of Programs STAR Academy to provide compensatory supplemental academic services for DUSD student from April 14, 2021 through December 31, 2021.
- 13. RATIFY Agreement for Construction Services (Small Projects) No. 202021-336 with Jolt Electric, Inc., Rancho Cucamonga, to provide 120/208 volt circuits for new UPS systems inside MDFs at each District school site, in the amount of \$58,955.00, to be charged to Special Resource/Technology Funds. (under separate cover)
- RATIFY Service Agreement No. 202021-340 with Haynes Family of Programs STAR
 Academy to provide compensatory supplemental academic services for DUSD student from
 April 26, 2021 through March 31, 2022.

- RATIFY Service Agreement No. 202021-343 with Fireworks & Stage FX America to provide firework displays for 2020 graduates at the Downey and Warren High School stadiums on May 28, 2021.
- RATIFY Service Agreement No. 202021-344 with Fireworks & Stage FX America to provide firework displays for 2021 graduates at the Warren High School stadium on May 23, 2021 and at the Downey High School stadium on May 19, 2021.
- RATIFY Service Agreement No. 202021-345 with Haynes Family of Programs STAR
 Academy to provide supplemental academic and educational counseling services for DUSD student from April 28, 2021 through June 30, 2022.
- RATIFY Independent Consultant Services Agreement No. 202021-346 with Paola Leguizamon for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.
- RATIFY Independent Consultant Services Agreement No. 202021-347 with Diana Gonzalez for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.
- RATIFY Independent Consultant Services Agreement No. 202021-348 with Brianna Galvan for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.
- RATIFY Independent Consultant Services Agreement No. 202021-349 with Lizette Avila for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.
- 22. RATIFY Independent Consultant Services Agreement No. 202021-350 with Michelle Flores for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.
- 23. RATIFY Independent Consultant Services Agreement No. 202021-351 with Jasmin Sedbia Ayala for School Based Mental Health Services from August 31, 2020 through May 28, 2021.
- 24. APPROVE Agreement for Construction Services (Small Projects) No. 202021-352 with Murals for Schools, Inc., Huntington Beach, to paint an interior mural in the gymnasium at Warren High School, in the amount of \$16,475.00, to be charged to Unrestricted School Site Funds. (under separate cover)
- RATIFY Agreement No. 202021-353 with Cold Box, Inc. for the month-to-month rental of four 20' refrigerated storage containers for the Food Services Department from May 1, 2021 through December 31, 2021.
- RATIFY Service Agreement No. 202021-354 with Southeast Los Angeles County Workforce Development to provide workforce development services for the MADE program from May 1, 2021 through June 30, 2022.
- RATIFY Service Agreement No. 202021-355 with Radco Ice LLC dba Kona Ice of Montebello
 to provide shaved ice drinks to District staff at all schools and offices in honor of Staff
 Appreciation Week from May 10, 2021 through May 24, 2021.
- 28. RATIFY Service Agreement No. 202021-356 with Mariachi Zapopan for live music for Columbus High School commencement ceremony on May 25, 2021.
- RATIFY Agreement for Construction Services (Small Projects) No. 202021-357 with Montgomery Hardware, Rancho Cucamonga, to furnish and install doors at Gallatin

- Elementary School, in the amount of \$27,215.23, to be charged to Restricted Maintenance Funds. (under separate cover)
- APPROVE Agreement for Construction Services (Small Projects) No. 202021-358 with 3D Concrete, Downey, to perform concrete walkway repairs at Old River Elementary School, in the amount of \$13,165.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- RATIFY Service Agreement No. 202021-360 with Auntie M Creative Consultant, Inc. for sound system support services for the 2020 and 2021 graduations at Downey and Warren High Schools on May 25, 2021 through May 28, 2021.
- RATIFY Agreement No. 202021-362 with Straight A, Inc. to provide YouTube graduation streams for 12 ceremonies at District Middle and High Schools from May 25, 2021 through May 28, 2021.
- RATIFY Agreement No. 202021-363 with Opinion Interactive LLC, dba Spotlight to provide semiannual production and delivery of College and Career Readiness Guides from May 14, 2021 through May 14, 2025.
- 34. APPROVE Agreement for Construction Services (Small Projects) No. 202021-365 with Inkhead Design & Prints, Paramount, to furnish and install a new gymnasium window decal at Griffiths Middle School, in the amount of \$4,705.09, to be charged to Measure O Bond Funds. (under separate cover)
- RATIFY Agreement No. 202021-366 with Diverse Network Associates, Inc. dba CatapultK12 to provide and use WeTip Services website for a Pilot Program from May 1, 2021 through July 31, 2021.
- APPROVE Service Agreement No. 202122-01 with Bayha Group to implement MADE Ready virtual internship program from July 1, 2021 through August 31, 2021.
- APPROVE Service Agreement No. 202122-02 with 2 Degree Shift to implement Advanced Manufacturing and Welding pathways program from July 1, 2021 through December 31, 2021.
- 38. APPROVE Service Agreement No. 202122-03 with 2 Degree Shift to implement Open-Source Downey program from July 1, 2021 through December 31, 2021.
- APPROVE Service Agreement No. 202122-04 with Elizabeth Gallardo for 35 hours of Speech and Language services for DUSD student from July 1, 2021 through December 1, 2021.
- APPROVE Service Agreement No. 202122-07 with Haynes Family of Programs STAR Academy to provide Academic Tutoring services for DUSD student from July 1, 2021 through December 31, 2021.
- 41. APPROVE Agreement No. 202122-15 with NatureBridge for an Environmental Science Program for Downey High School students at Yosemite National Park from January 17, 2022 through January 21, 2022.
- APPROVE Service Agreement No. 202122-17 with Carrot Group, Inc. to design, launch, and operate eSports tournament for Downey Unified District High Schools from July 1, 2021 through June 30, 2022.
- 43. APPROVE Service Agreement No. 202122-18 with OverDrive, Inc. to provide access to Sora Service for multiple school locations throughout the District from July 1, 2021 through June

30, 2022.

- 44. APPROVE Service Agreement No. 202122-19 with Bayha Group to provide grant compliance services related to Career Technology Education programs from July 1, 2021 through June 30, 2022.
- 45. APPROVE Agreement No. 202122-20 with Colbi Technologies to provide Account-Ability and Colbi Docs Software Services to the Facilities Planning & Development Department from June 14, 2021 through June 13, 2026.
- 46. APPROVE Agreement No. 202122-21 with Remind to provide school related voice calls and messaging services to students from July 1, 2021 through June 30, 2022.
- APPROVE Agreement No. 202122-22 with Sullivan Media, Inc. to provide and maintain advertising space for District advertisements in the Stonewood Center Mall from July 1, 2021 through June 28, 2023.
- 48. APPROVE Agreement No. 202122-23 with Project Lead The Way to provide PLTW curriculum materials and software from July 1, 2021 through June 30, 2022.
- APPROVE Agreement No. 202122-24 with Amtech Elevator Services to conduct routine inspection and maintenance of all DUSD elevators from July 1, 2021 through June 30, 2022.
- 50. APPROVE Agreement No. 202122-26 with Instructure to provide the Canvas Cloud Subscription service from July 1, 2021 through June 30, 2024.
- 51. APPROVE Amendment No. 1 to the Agreement for Architectural Services with Rachlin Partners for the Stauffer Middle School 2-Story Classroom Building Project.
- APPROVE Agreement for Architectural Services with SGH Architects, Inc. to provide services related to the Columbus Site Plan Project. (under separate cover)
- 53. APPROVE Agreement for Architectural Services with SGH Architects, Inc. to provide services related to the Columbus High School Welding Program. (under separate cover)
- 54. APPROVE Los Angeles County Office of Education Contract #C-21159:21:22 for Consultant Services Related to the California Schools Storm Water Compliance Group, effective July 1, 2021 through June 30, 2022.
- 55. ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-2140415-1 for Gasoline and Diesel Fuel, with Falcon Fuels, Inc., Paramount, in the anticipated annual amount of \$200,000.00, with no guarantee that this amount will be met or exceeded, for use by the Downey Unified School District on an as-needed basis to fill orders for diesel and gasoline fuel with the same advantages, terms and conditions.
- AUTHORIZE the advertisement for Bid #21/22-04, Stauffer Middle School Campus Flood Mitigation, to be charged to Measure O Bond Funds.
- 57. AWARD Bid #20/21-05, Asphalt Replacement Work at Lewis, Price and Rio San Gabriel Elementary Schools, and Columbus and Warren High Schools, to Century Paving, Inc., La Mirada, in the amount of \$153,000.00 (Price Elementary School and Warren High School), and JB Bostick Company, Inc., Anaheim, in the amount of \$319,850.00 (Lewis and Rio San Gabriel Elementary Schools and Warren High School), to be charged to the Deferred Maintenance Fund.
- RATIFY the purchase of classroom and office furniture for the Doty Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-

- 08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of \$234,513.29, to be charged to the Measure O Bond Fund.
- 59. APPROVE the extension of Bid #18/19-01, Purchase and Distribution of Dry, Refrigerated and Frozen Food Items for the Food Services Department with Gold Star Foods, Ontario, in the estimated annual amount of \$5.1 million, to be charged to the Food Services Fund.
- 60. APPROVE Change Order #1 to Purchase Order #PO1-21*157 for uniform rental services at the request of the MOT Services Department with Prudential Overall Supply, Commerce, in the increased amount of \$10,000.000, to be charged to Unrestricted Maintenance Funds.
- 61. APPROVE Change Order #1 to Purchase Order #PO2W-21*218 for legal services at the request of the Business Services Department with Dannis Woliver Kelley (DWK), Long Beach, in the increased amount of \$35,000.00, to be charged to the General Fund.
- 62. APPROVE Change Order #1 to Purchase Order #PO2W-21*1590 for portable freezer rentals at the request of the Food Services Department with Cold Box, Inc., Oakland, in the increased amount of \$2,992.00, to be charged to the Food Services Fund.
- 63. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202021-251 (Purchase Order #PO2W-21*1132) for vault cover repairs at Old River Elementary School with 3D Concrete, Downey, in the increased amount of \$4,400.00, to be charged to Deferred Maintenance Funds.
- 64. ACCEPT as complete Bid #19/20-05, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, with AID Builders, Inc., Los Angeles, in the final amount of \$1,354,799.51, to be charged to the Food Services 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.
- 65. ACCEPT as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-110 for hazardous materials monitoring services for painting work at Old River, Rio Hondo and Rio San Gabriel Elementary Schools with Aurora Industrial Hygiene, South Pasadena, in the final amount of \$15,000.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 66. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-137, Fire Sprinkler System Upgrades at Lewis Elementary School and Downey and Warren High Schools, with Brennan Estimating Services, Inc., Santa Fe Springs, in the final amount of \$46,730.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-168, HVAC Installation in S-Building Copy Room at Downey High School, with PacificWest Energy Solutions, Inc., Northridge, in the final amount of \$13,800.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 68. ACCEPT as complete Agreement for Construction Services No. 202021-220, Removal and Installation of New Wood Flooring in the Warren High School Gymnasium, with KYA Services, LLC, Santa Ana, in the final amount of \$705,960.50, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County

- Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-257 for paving repairs to the north parking lot at Downey High School, with Century Paving, Inc., La Mirada, in the final amount of \$24,745.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 70. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-301, exterior painting of buildings at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$12,750.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 71. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-309 to perform water main leak detection and repair services with Pro-Craft Construction, Inc., Redlands, in the final amount of \$20,790.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 72. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-321, to furnish and install a swing gate at Stauffer Middle School, and a panel, slide gate and diamond black vinyl at Price Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of \$8,725.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 73. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-337, exterior painting of north side of cafeteria building at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$4,985.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 74. APPROVE the June 2021 budget transfers and adjustments for the 2020-21 fiscal year.
- 75. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.
- AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44263.

III. GENERAL ADMINISTRATIVE SERVICES

 ADOPT Resolution No. 202021-18 for Downey Unified to approve the use of pupil grant eligibility for the construction of the gymnasium building at Stauffer Middle School.

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

2. ADOPT Resolution No. 202021-19 for Downey Unified to approve the use of pupil grant eligibility for the construction of the gymnasium building at Doty Middle School.

Motion made by: Barbara Samperi Motion seconded by: Jose Rodriguez

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

3. ADOPT Resolution No. 202021-20 for Downey Unified to approve the use of pupil grant eligibility for the Doty Middle School classroom project.

Motion made by: Martha Sodetani

Motion seconded by: Barbara Samperi

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

 DECLARE a Public Hearing to hear public response to the Education Protection Account Resolution No. 202021-21.

Motion made by: Barbara Samperi

Motion seconded by: Martha Sodetani

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

There was no response.

Mrs. Samperi moved, Ms. Swenson seconded, and the motion carried unanimously, that the Board of Education Close the Hearing.

5. ADOPT Resolution No. 202021-21 regarding the Education Protection Account.

Motion made by: Barbara Samperi

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

6. ADOPT Resolution No. 202021-22, Temporary Interfund Cash Transfers for 2021-22.

Motion made by: Martha Sodetani

Motion seconded by: Jose Rodriguez

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

7. REVIEW proposed revisions to Administrative Regulation 2630, Wellness.

IV. SPECIAL ADMINISTRATIVE - Instruction

- HEAR a Return to School update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services.
- APPROVE the renaming and reopening of Lynn L. Pace Elementary School to Lynn L. Pace Education Center effective July 1, 2021.

Motion made by: Barbara Samperi

Motion seconded by: Jose Rodriguez

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

- 3. REVIEW the proposed revision to Administrative Regulation 3126, Graduation.
- RECEIVE the report for the Local Performance Indicator Results for the 2020-21 school year.

Motion made by: Martha Sodetani

Motion seconded by: Barbara Samperi

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes Nancy Swenson - Yes

5. ADOPT the Expanded Learning Opportunities Grant Plan for the 2021-22 school year.

Motion made by: Barbara Samperi Motion seconded by: Nancy Swenson Voting: D. Mark Morris - Yes Barbara 5amperi - Yes Martha Sodetani - Yes Giovanna Perez-Saab - Yes Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

V. SPECIAL ADMINISTRATIVE - Business

- DISCUSS the Draft Local Control Accountability Plan (LCAP) for the 2021-22 school year.
- 2. DECLARE a Public Hearing to hear public response to the Draft Local Control Accountability Plan (LCAP) for 2021-2022.

Motion made by: Barbara Samperi Motion seconded by: Martha Sodetani

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

There was no response.

Mrs. Samperi moved, Ms. Swenson seconded, and the motion carried unanimously, that the Board of Education Close the Hearing.

- 3. HEAR a presentation from Christina Aragon, Associate Superintendent, on the 2021-22 Budget and Local Control Funding Formula.
- 4. DECLARE a Public Hearing on the Budget for the 2021-22 fiscal year in accordance with Education Code Section 42103.

Motion made by: Nancy Swenson

Motion seconded by: Martha Sodetani

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

There was no response.

Ms. Swenson moved, Mrs. Sodetani seconded, and the motion carried unanimousy, that the Board of Education Close the Hearing.

VI. ITEMS FOR FUTURE AGENDA

VII. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, June 15, 2021, at 8:30 a.m. in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

The meeting was recessed at 5:58 p.m. and reconvened into Closed Session at 6:04 p.m.

VIII. CLOSED SESSION

The Board of Education retired into Closed Session at 6:05 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations, Threat to Public Services or Facilities (Government Code Section 54957), and Conference with Real Property Negotiators - Possible Joint Use Agreement with the YMCA at Sussman Middle School, and reconvened into Open Session at 7:50 p.m.

During its recently concluded Closed Session, the Board of Education voted unanimously to approve the suspension of Employee Number EK022425S.

IX. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 7:52 p.m. in memory of Jose Jesus Alvarez Niebla.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

D. Mark Morris, President	Martha E. Sodetani, Clerk



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

Supporting Documents



scan0876

Office of the Superintendent

DATE: June 15, 2021

TO: Board of Education

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

SUBJECT: GIFT DONATIONS

ACTION ITEM

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

- Donation of first aid kits and toiletry kits from Alexa Briones, value determined by donor to be \$140.00, to be used in support of the TLC Family Resource Center;
- Donation of hygiene and household items, canned food and books from Adelaide Saab (Troop 223G), value determined by donor to be \$1,000.00, to be used in support of the TLC Family Resource Center;
- 3. Donation of laundry kits, 25 first aid kits and 225 adult and children's face masks from Downey Rotary Club, value determined by donor to be \$480.00, to be used in support of the TLC Family Resource Center;
- Donation of \$1,2000.00 from Schools First Federal Credit Union, to be used to purchase meals for all Food Service Staff in recognition of School Lunch Hero Day;
- Donation of six Haas Control Simulators from Cerritos Community College, value determined by donor to be \$4,800.00, to be used for instructional support of the high school Advanced Manufacturing courses.

SUPERINTENDENT'S RECOMMENDATION:

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



IV. 2. RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.

Supporting Documents



scan0877

Downey Unified School District Office of the Superintendent

DATE:

June 15, 2021

Board of Education

TO: FROM:

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

SUBJECT:

CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

First	Last	Position	Dates	Conference Title	Location
Gregory	McCurry	Teacher	6/22/2021 to 6/24/2021	Intro to Reading like a Historian Curriculum	Virtual
Jose	Rodriguez	Board Member	Various dates between 9/24/2021 & 11/5/2021	CSBA Masters in Governance Program	Rancho Cacamonga
Linda Salomon	Saldana	Board Member	Various dates between 9/24/2021 & 11/5/2021	CSBA Masters in Governance Program	Rancho Cacamonga

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.



IV. 4. APPROVE proposed revisions to Administrative Regulation 2630, Wellness.



Supporting Documents



scan0878

STUDENTS

WELLNESS AR 2630

Downey Unified School District (DUSD) is committed to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. The District will engage stakeholders, including but not limited to, students, parents, teachers, nutrition service professionals, school health professionals, the Board of Education, school administrators, and other interested community members to be part of DUSD Wellness Policy Committee. The Wellness Policy Committee will meet periodically to review, implement and monitor District-wide wellness, nutrition and physical activity policies. The overarching goal of the Wellness Policy Committee is to promote health and wellness, and to convey positive, consistent messages to all District students in accordance with current law. We want to support our students and enable them to achieve more by learning healthy behaviors that will benefit them for the rest of their lives. Therefore, it is the intent of DUSD and the Wellness Policy Committee to:

- Establish goals for nutrition education, nutrition promotion, physical activity, physical education and other school-based activities that promote student wellness.
- Set nutrition guidelines for all foods and beverages available on school campus during the school day. The School day is from midnight to 30 minutes after dismissal.
- 3. Permit stakeholders the opportunity to participate in the development, implementation and periodic review and update of the wellness policy.
- 4. Form a plan for *periodically* measuring effectiveness, that is measured periodically and that make the assessment is made available to the public.
- 5. Inform public (parents, students, and others in the community) about the content and implementation of the local school wellness policy.
- Designate local school officials to ensure that each school complies with the DUSD school wellness policy.

Nutrition Education Goals

 Nutrition education shall be based on research consistent with the expectations established in the state's curriculum frameworks and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

STUDENTS

WELLNESS - continued

AR 2630

Nutrition Education Goals - continued

- 2. Teachers will have opportunity for nutrition education training.
- 3. Nutrition education shall is strongly encouraged to be provided as part of the sequential health education program in grades K-12 and, as appropriate, shall encouraged to be integrated into other academic subjects in the regular educational program. Nutrition education may be offered through before and after school programs.
- Students will have opportunities for experiential learning such as culinary class and instructional gardens at school sites that have it where available.

Nutrition Promotion Goals

- All Foods marketed during the school day will meet federal, state and local regulations.
- 2. Each school will prohibit the marketing and advertising of unhealthy and noncompliant foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free giveaways, or other means.
- Use of signage, web posting, school menus, free giveaways or other means will be used to promote healthy foods and healthy behaviors.
- Schools will encourage non-food rewards for recognition of classroom success and achievement.
- Encourage all schools to use services, contests, non-food items, and/or healthful foods for fundraising and classroom celebrations.

Nutrition Guidelines for Food and Beverages in School Meal Programs

- All meals served through the school meal program (breakfast and lunch) and snacks will meet or exceed federal, state and local regulations.
- Nutrition Food Services shall employ well-prepared staff that efficiently serves appealing choices of compliant, nutritious foods at breakfast, lunch and snack time. Food Service staff will receive annual training in accordance with USDA Professional Standards.

STUDENTS

WELLNESS - continued

AR 2630

Nutrition Guidelines for Food and Beverages in School Meal Programs - continued

- Nutrition Food Services shall offer appealing fresh fruits, vegetables, whole
 grains and low-fat dairy products in portion sizes that will meet the caloric
 needs of the child.
- Nutrition Food Services shall offer fresh fruit and vegetables daily in each meal, with a variety of choices that, when practical, should be from local sources.
- All students shall have access to free, safe, fresh drinking water during mealtimes.
- All students will be served in a clean and pleasant eating environment with adequate seating.
- 7. All students shall have adequate time to eat their meals after being served.
- 8. Lunch will be served at appropriate intervals from other meals.
- Schools shall encourage breakfast participation by implementing, wherever feasible, grab-n-go, second chance breakfast, breakfast during morning break or recess, and other options.
- DUSD will ensure the privacy of students who qualify for free or reduced priced meals.

Nutrition Guidelines for Foods and Beverages Available Outside the School Meal Programs

- 1. Individual food and beverage items sold or served outside the federal reimbursable meal programs will meet or exceed federal, state and local regulations. Sold or served refers to any foods or beverages provided to students on school grounds for a cost or free of charge. It does not refer to foods brought from home for individual consumption. The following items should not be served, sold, or given out as free promotion anywhere on school property at any time before the end of the school day:
 - All food and beverage items listing sugar, in any form, as the first ingredient.
 - b. All forms of candy.

STUDENTS

WELLNESS - continued

AR 2630

Nutrition Guidelines for Foods and Beverages Available Outside the School Meal Programs – continued

- All foods and beverages sold to students by any entity (including vending machines) will meet or exceed federal, state and local regulations as detailed in the California Competitive Food guidelines.
- Schools are encouraged to use whole, fresh, unprocessed foods and ingredients whenever possible.
- Schools are encouraged to offer fresh fruits and vegetables whenever possible.
- Celebrations and other activities during the school day Schools should limit celebrations that involve food during the school day so not to negatively impact school meal participation. Celebrations should occur after the last lunch period.
- 6. Homemade foods will not be allowed for students during the school day. Due to food safety and allergen concerns, homemade foods are not permitted to be sold to students or provided as part of food celebrations or fundraisers. This does not apply to students' lunches and snacks brought from home for individual consumption.
- School-sponsored events Encourage healthy food and beverages at all school-sponsored events.
- 8. Healthy Fundraising:

Each school ensures foods and beverages sold and served on school campus starting at midnight and up to one-half hour after the school day will comply with the California Education Code and California Code Regulations.

Each school will encourage fundraising efforts that support healthy eating by selling non-food items or foods that are low in fat, sodium and added sugars comply with the California Competitive Foods Standards.

Verification of Wellness Policy compliance for foods and beverages sold outside of the school meal program on school campus starting at midnight and up to one-half hour after the during the school day shall be kept on file by the entity selling the items and must be made available to the CDE upon request during the Administrative Review.

STUDENTS

WELLNESS - continued

AR 2630

Physical Education (PE Standards)

- DUSD PE curriculum will follow the California State Physical Education K-12 Standards.
- Students in grades one through six (1-6) will participate in moderate to vigorous physical activity per Education Code.
- Students in middle and high school will participate in moderate to vigorous physical activity through PE or interscholastic activities per Education Code.
- Students in grades nine through twelve (9-12) should be provided with the opportunity to participate in intramural or interscholastic activities.
- Physical Fitness Tests will be administered in fifth, seventh, and ninth grade.
 Students will be encouraged to maintain age and grade level physical fitness levels. Parents are notified of student results.

PE and Physical Activity Goals

- Schools should provide all students, K-12, with the opportunity, support, and encouragement to be physically active on a regular basis through PE instruction and physical activity programs.
- A comprehensive physical activity program encompasses a variety of opportunities for students to maximize physical activity, including but not limited to: PE, recess, health education that includes physical activity as a main component, special programs (Jump for Heart, Walk to School Day, JROTC, Relay for Life, Walk and Jog-a-thons), athletic programs and intramural or interscholastic activities (high school).
- 3. PE is delivered by well-prepared and well-supported staff.
- Current and scientifically accurate physical activity content is integrated into before and after school programs and classroom instruction.
- Professional preparation and/or ongoing professional development are provided for District teachers related to physical education and physical activity.
- Physical activity programs will be carried out in safe environments that reflect respect for body-size differences and varying skill level.

STUDENTS

WELLNESS - continued

AR 2630

PE and Physical Activity Goals - continued

- PE/physical activity should not be used for disciplinary purposes. Alternative disciplinary measures are encouraged in lieu of withholding physical education/activity or recess.
- 8. Schools will encourage family and community members to support programs outside of the school that promote a healthy and active lifestyle. Signage will be posted and information sent home regarding physical activity opportunities.

Family, Staff and Community Involvement

The Superintendent or designee shall implement strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle. The Board also encourages DUSD administration, teachers, and staff regarding the following: Healthy physical activity behaviors will be modeled by DUSD administration and staff.

- 1. Staff will be encouraged to model healthy behaviors.
- The community and students' families are encouraged to promote a healthy lifestyle for students. Community-based partnerships can help promote these behaviors through health promotion materials, lessons and community activities.

Accountability - Measuring Implementation

Downey Unified School District will establish/maintain a Wellness Policy Committee that will periodically assess the District Wellness Policy (including comparison to model policy and attainment of goals). The committee should consist of School Board members, Food Services staff, District Office administrator(s) and staff, Student Services staff, principals, teachers (PE), school nurses, community partners, parents, students, and other stakeholders. School principals or designees in conjunction with a Nutrition Food Services Department representative will be responsible for implementing the District Wellness Policy at their school sites. Annual Triennial evaluation (survey or questionnaire) will be completed by school principals or designees for assessment of progress in attaining the goals of the policy. The results of the evaluation will be considered by the committee to update this policy accordingly. Ongoing reporting of progress will be made to the Board available to the Board of Education and the public.

Downey Unified School District STUDENTS

WELLNESS - continued

AR 2630

District Official in charge of the Local School Wellness Policy

Assistant Director of Food Services

Concern & Complaint Procedures

For any concerns, contact the school site Food Service Kitchen Supervisor, site Administrator, or the Food Services office at 562-469-6670.

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Approved: 3/7/06, 6/26/12, 7/15/15



IV. 5. APPROVE the proposed changes to Administrative Regulation 3126, Graduation.



Supporting Documents



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 2022, a five-year timeline extension will commence for the implementation of the a-g graduation requirements for students receiving services in the SDC setting. The timeline extension also applies to students with IEPs as well as students identified through 504, SST, or other appropriate processes on a case by case basis.

This timeline extension maintains and extends the current 2022 graduation requirements through 2027 for these identified students. A waiver option for the Year 2 Language Other Than English (LOTE) requirement and "c" category mathematics requirement would be available if the student has attempted to complete the requirements and the designated team deems appropriate. All other graduation requirements remain in place and are not affected by this waiver.

Beginning with the graduating class of 2024, students enrolled in a diploma of graduation program must complete all 15 UC/CSU "a-g" subject requirements with a passing grade.

Commencing with the graduating class of 2026, students enrolled in a diploma of graduation program will be required to complete all 15 UC/CSU "a-g" subject requirements with a letter grade of C or better.

Meeting Curriculum Requirements Through Alternate Means

In addition to completing approved "a-g" high school coursework to meet the 15 UC/CSU subject requirements for graduation, all alternate means and provisions, including validation for mathematics and language other than English, may be used as defined and described by the University of California Office of the President and the California State University. Alternate means and provisions including validation do not yield numerical credits.

INSTRUCTION

GRADUATION - continued

AR 3126

Minimum Curriculum Requirements, Graduating Classes of 2018-2021

	Years	Semester <u>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 / or Algebra I)	2	20
Biological Science	1	10
Physical Science	1	10
Health	1/2	5
Visual or Performing Arts or	1	10
Foreign Language		
Minimum Curriculum Requirements, Grad	uating Classes of	2018-2021
Total Required Semester Hours		145

Total Required Semester Hours	145
Total Elective Semester Hours	
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.

INSTRUCTION

GRADUATION - continued

AR 3126

Minimum Curriculum Requirements, Graduating Classes of 2022 and Beyond

	Years	Semester <u>Hours</u>
English	4	40
Social Studies American History (10) American Government (5) Economics (5)	3	30
World History and Geography (10)		
Physical Education Mathematics (including Integrated	2	20
Mathematics I or Algebra I)	3	30
Biological Science (Lab)	1	10
Physical Science (Lab)	1	10
Health	1/2	5
Visual or Performing Arts	1	10
Foreign Language	2	20
Total Required Semester Hours		175
Total Elective Semester Hours		45
TOTAL		220

Students at the continuation high school must satisfactorily complete all required subjects and earn a total of 190 credits in Grades 9 through 12, as specified in AR 3210.

Academic Studies Diploma

In addition to the above requirements, any student who satisfactorily completes all 15 a-g course requirements for UC/CSU will receive a seal of recognition on the diploma for completing a rigorous college preparatory course of study.

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 or recognition may participate in traditional senior activities and graduation.

<u>Certificate of Achievement</u> – 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.

<u>Certificate of Recognition</u> – 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.

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.

<u>Certificate of Achievement</u> – 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.



IV. 6. AUTHORIZE signatories, as presented, to become effective July 1, 2021 and to remain in effect until subsequent action is taken by the Board of Education.

Supporting Documents



Business Services

DATE: June 15, 2021

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

SUBJECT: 2021-22 SIGNATORIES

ACTION ITEM

The following signatories for the 2021-22 fiscal year are being submitted to the Board for authorization effective July 1, 2021:

- 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
- 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
- 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

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- 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; Jeff Grubbs, Chief Operations/Financial Officer, ASCIP; Lynn Truong, Chief Financial Officer, ASCIP; Stephan Birgel, Chief Claims Officer, Property & Liability, ASCIP; as signatories, with one signature only required, to sign checks drawn against the ASCIP TRUST ACCOUNT, established in the amount of \$50,000 at the Bank of America, Irvine Spectrum, 67 Technology Drive, Irvine, CA; and
- I. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance and/or Christina Aragon, Associate Superintendent, Business Services, to make investments of surplus monies, per Education Code Section 41015, from any fund or account operated by the District, with related reports to the Board of Education on all such purchases; and
- m. AUTHORIZE Darren Purseglove, Director, Purchasing and Warehouse; Michael Martinez, Senior Director, Budget and Finance; and Christina Aragon, Associate Superintendent, Business Services; as signatories for all Purchase Orders, Change Orders, Bids, and any addenda to bid packets with Board approval; and

- n. AUTHORIZE Christina Aragon, Associate Superintendent, Business Services, to execute JTPA/OJT subcontracts with employers in the private sector, in amounts not to exceed \$500.00 per subcontract, to provide on-the-job training through job placement of students enrolled in the JTPA In-School Youth Program, as an alternate for John A. Garcia, Jr., Superintendent; and
- 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
- p. 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
- q. 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
- r. 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
- s. 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
- t. 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

u. (1) AUTHORIZE the maintenance of STUDENT BODY ACCOUNTS in the middle schools and high schools including Columbus, and AUTHORIZE the Principal and/or an Activities Director at each school as signatories as listed below:

School	Principal	Other
Columbus	Xochitl Ortiz	Karin Warzybok, Student Body Council Advisor Scott Marshall, Counselor
Downey	LeRoy T. Houts	Kelsey Simpson, Asst. Principal Scott Fleming, Asst. Principal Andrea Sims, Activities Director
Warren	Cari White	Russell Heicke, Asst. Principal Humberto Franco Garcia, Asst. Principal Jay Waldron, ASB Advisor
Doty	Brent Shubin	Kathy Nicassio, Vice Principal
Griffiths	Anthony Zegarra	Vanessa Bedolla, Vice Principal
Stauffer	Darryl Browning	Erin Hanohano-Lira, Vice Principal
Sussman	Connie Quintero	Anita Arora, Vice Principal Ashley Perkins, ASB Advisor

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

School	Amt.	Director/Principal	<u>Other</u>
Doty	\$1,000	Brent Shubin	Kathy Nicassio, Vice Principal
Sussman	\$1,000	Connie Quintero	Anita Arora, Vice Principal

Columbus	\$ 500	Xochitl Ortiz	Scott Marshall, Counselor
Downey	\$1,500	LeRoy T. Houts	Scott Fleming, Vice Principal
Warren	\$1,500	Cari White	Russell Heicke Asst. Principal
Adult	\$3,500	Blanca Rochin	Cindy Grafton Asst. Principal

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE signatories, as presented, to become effective July 1, 2021, and to remain in effect until subsequent action is taken by the Board of Education.



IV. 7. APPROVE the monthly mileage allowances for ten-month, eleven-month, and twelve-month employees for 2021-22, as submitted, at an estimated annual cost of \$73,345.00.

Supporting Documents



Business Services

DATE:

June 15, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

SUBJECT: MONTHLY MILEAGE ALLOWANCES, 2021-22

ACTION ITEM

The monthly mileage allowances suggested for ten-month, eleven-month, and twelve-month employees for 2021-22 are as follows:

Ten-Month Employees	MONTHLY	TOTAL
Food Services Supervisors, Elementary, Secondary (19 @ \$11 each per month)	\$ 209	\$ 2,090
TLC Resource Assistant Bilingual/Biliterate (1 @ \$20 each per month)	20	200
Nurses, District Office (6 @ \$75 each per month)	450	4,500
Nurse, Downey High School (1 @ \$18 each per month)	18	180
Nurse, Warren High School (1 @ \$18 each per month)	18	180
School Based Therapists (7 @ \$50.00 each per month)	350	3,500
School Health Technician, Student Services Part Time (2 @ \$38 each per month)	76	760
School Health Technician, Special Education Full Time (1 @ \$75.00 each per month)	75	750
Teacher Specialists, Educational Services (5 @ \$50 each per month)	250	2,500

Ten-Month Employees - Cont.	MONTHLY	TOTAL
Teacher Specialists, Technology (8 @ \$50 each per month)	400	4,000
Food Services Supervisor/Operations Specialist (1 @ \$50 each per month)	50	500
Eleven-Month Employees		
Occupational Therapists (7 @ \$50.00 per month)	350	3,850
Senior Clerical Assistant Bilingual/Biliterate, TLC (1 @ \$25 each per month)	25	275
Twelve-Month Employees		
Senior Director, Budget and Finance	75	900
Senior Director, Facilities	75	900
Director, Classified Human Resources* *Amount proposed in the Personnel Commission But	75 dget	900
Director, Elementary Education	75	900
Director, Secondary Education	75	900
Director, College and Career Readiness	75	900
Director, Innovative Education Programs	75	900
Director, Special Education	75	900
Director, Food Services	75	900
Director, Purchasing & Warehouse	75	900
Sr. Director, Student Wellness and Engagement	75	900
Assistant Director, Budget & Finance	50	600
Assistant Director, Food Services	50	600
Assistant Principal, Downey Adult School (1 @ \$60 each per month)	60	720

Monthly Mileage Allowances, 2021-22	-3-	June	15, 2021
Assistant Principa (11 @ \$50 each	als, High Schools per month)	550	6,600

Twelve-Month Employees-Cont.	MONTHLY	TOTAL
Intermediate Accounting Assistant Downey Adult School (1 @ \$20 each per month)	20	240
Principals: Elementary Schools, Middle Schools, Continuation High School (19 @ \$50 each per month)	950	11,400
Principals, High Schools (2 @ \$75 each per month)	150	1,800
Program Administrators, District Office (4 @ \$75 each per month)	300	3,600
Program Specialists, District Office (8 @ \$50 each per month)	400	4,800
Public Information Officer (1 @ \$75 each per month)	75	900
Resource Center Coordinator, TLC (1 @ \$75 each per month)	75	900
Utility Workers (20 @ \$100.00 per year)		2,000
Vice Principals: Elementary Schools, Middle Schools (10 @ \$50 each per month)	500	6,000

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the monthly mileage allowances for ten-month, eleven-month, and twelve-month employees for 2021-22, as submitted, at an estimated annual cost of \$73,345.



IV. 8. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from May 18, 2021 through June 1, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2020-21 PURCHASE ORDER LISTING FOR MAY 18, 2021 - JUNE 1, 2021

	PREFIX	FROM	ТО
FUND 01.0 GENERAL \$1,207,309.75	PO1 PO2W PO3W	210000000134 210000000005 210000002268	210000000323 210000001687 210000002677
FUND 01.1 SELPA ADMIN UNIT \$2,111.09	PO3W	210000002616	210000002616
FUND 01.2 SELPA SCHOOL \$250.00	PO2W	210000001605	210000001605
FUND 11.0 ADULT \$389,107.60	PO1 PO3W	21000000277 210000001255	210000000277 210000002541
FUND 13.0 CAFETERIA \$9,060.56	P01 P03W	21000000284 210000002590	210000000284 210000002645
FUND 14.0 DEFERRED MAINTENANCE \$70,815.80	PO3W	210000001816	210000001816
FUND 21.0 BOND MEASURE O \$870,401.49	PO2W PO3W	210000000743 210000002653	210000001675 210000002653



IV. 9. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from May 18, 2021 through June 1, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2021-22 PURCHASE ORDER LISTING FOR MAY 18, 2021 - JUNE 1, 2021

	PREFIX	FROM	ТО
FUND 01.0 GENERAL	PO1	220000000001	220000000005
\$1,542,898.07	PO2W	220000000015	220000000054
	PO3W	220000000002	220000000027
FUND 13.0 CAFETERIA \$73,626.16	PO3W	22000000027	220000000027
FUND 21.0 BOND MEASURE O \$469,026.60	PO3W	22000000006	220000000006



IV. 10. 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 2021, covered by Payroll Orders issued through May 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE:

June 15, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

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

SUBJECT:

PAYROLL ORDERS

ACTION ITEM

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

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #H1U-N	212,684.37	11,486.53	30,824.22	3,133.17	93,936.16	
Reg. #H1U-C	2,035.00					
Reg. #132-N		724.21				
Reg. #131-N	639.72					
Reg. #130-N	1,237.63					
Reg. #126-N	264.28					
Reg. #H1T-N	195,540.23	13,249.68	31,082.79	2,263.46	104,256.14	
Reg. #H1T-C	1,928.00					
Reg. #E4T-N		88,320.61	1,056.30		439.26	
Reg. #124-N	46,139.72					

TOTAL

\$841,241.48



IV. 11. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20185171 and 20193078 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning May 1, 2021 and ending May 31, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

June 15, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by Michael Martinez, Senior Director, Budget and Finance

SUBJECT: B WARRANTS

ACTION ITEM

RATIFY B Warrants for Downey Unified School District falling between warrant numbers 20185171 and 20193078 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning May 1, 2021 and ending May 31, 2021:

General Fund (01.0)	Total	\$4,182,317.47
SELPA Administrative Unit Fund (01.1)	Total	19,198.73
SELPA Programs Fund (01.2)	Total	84,153.57
SELPA Pass Through Fund (10.0)	Total	1,073,366.60
Adult Education Fund (11.0)	Total	119,328.54
Cafeteria Fund (13.0)	Total	447,332.17
Deferred Maintenance Fund (14.0)	Total	198,838.92
Building Fund (21.0)	Total	3,180,083.79
Special Reserve Technology Fund (40.2)	Total	37,164.20
Property/Liability Self-Insurance Fund (67.0)	Total	525.00
Workers' Comp. Self-Insurance Fund (67.1)	Total	164,904.84
Health Care Self-Insurance Fund (67.2)	Total	1,538,834.82
Dental Care Self-Insurance Fund (67.3)	Total	236,995.66
Vision Care Self-Insurance Fund (67.4)	Total	29,484.50
Retirement Medical Self-Insurance Fund (67.5)	Total	15,708.89
Payroll Clearance Fund (76.0)	Total	1,538,380.32



IV. 12. RATIFY First Amendment to Service Agreement No. 202021-91 with Summmit Speech Pathology Services Inc. for speech language services from August 1, 2020 to June 30, 2021.

Supporting Documents



D.U.S.D. Agreement No. 202021-91 Purchase Order No. 2W21-569 Board Approval Date: 08/18/2020 1st Amendment Approval Date:

FIRST AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 14 day of May 2021 between Summit Speech Pathology Services Inc. hereinafter referred to as "CONSULTANT", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- To amend certain AGREEMENT 202021-91 approved by the Board of Education on August 18, 2020 to provide speech language services including therapy, assessments, reports, IEP meetings, and other duties needed to support students, to include the following:
 - A. By increasing the AGREEMENT amount by one hundred fifteen thousand DOLLARS AND 0/100 (\$ 1115,000.00) from four hundred and ninety-nine DOLLARS AND 0/100 (\$499,000.00), for a total AGREEMENT amount of six hundred fourteen thousand DOLLARS AND 0/100 (\$ 614,000.00) and
- Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202021091 shall remain in full force and effect.

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

SUMMIT SPEECH PATHOLOGY SERVICES INC.	DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By Jeelly	By_
Print Name Jeanette Adamowic	Christina Aragon
Title CEO	Associate Superintendent, Business Services
Date 5/14/21	Date
Signature: Wayne Shart of (May 14, 2021 14:06 PDT) Email: wshannon@dusd.net	



IV. 13. RATIFY Third Amendment to Service Agreement No. 202021-203 with First Steps for Kids for Behavior Intervention Implementation and Behavior Intervention Services from October 21, 2020 through May 28, 2021.

Supporting Documents



D.U.S.D. Agreement No. 202021-203
Purchase Order No. 21*975
Board Approval Date: November 10, 2020
1 st Amendment Approval Date: February 10, 2021
2nd Amendment Approval Date: May II, 2021

THIRD AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 11 day of May 2021, between First Steps for Kids, hereinafter referred to as "CONSULTANT", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- To amend certain AGREEMENT 202021-203 approved by the Board of Education on November 10, 2020 and amended January 15, 2021; April 12, 2021; and May 11, 2021 to provide Behavior Intervention Services (BIS) and Behavior Intervention Implementation (BII), to include the following:
 - A. By providing seventeen (17) hours per week of Behavior Intervention Implementation (BII) services and ten (10) hours per month of Behavior Intervention Services (BIS) per the attached letter; and
 - B. By increasing the AGREEMENT amount by FIVE THOUSAND, ONE HUNDRED SEVENTY-FIVE DOLLARS AND NO/100 (5,175.00) from TWENTY TWO THOUSAND, SIX HUNDRED SIXTY-FIVE DOLLARS AND NO/100 (\$22,665.00), for a total AGREEMENT amount of TWENTY SEVEN THOUSAND, EIGHT HUNDRED FORTY DOLLARS AND NO/100 (\$27,840.00); and
 - C. By continuing the contract completion date through May 28, 2021.
- Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202021-203, shall remain in full force and effect.

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

FIRST STEPS FOR KIDS	DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By Clizabeth Monday	By
Print Name: Elizabeth Monday	Christina Aragon
Title: Executive Director of Operations	Associate Superintendent, Business Services
Date 5/14/2021	Date June 15, 2021

EXHIBIT "<<letter or number>>"



IV. 14. APPROVE the First Amendment to Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-236 with Aurora Industrial Hygiene to perform hazardous materials monitoring services at Williams Elementary School.

Supporting Documents



FIRST AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 21st day of May 2021, between AURORA INDUSTRIAL HYGIENE, hereinafter referred to as "CONSULTANT", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- To amend certain AGREEMENT 202021-236 approved by the Board of Education on January 12, 2021 and amended June 15, 2021 to provide Hazardous Materials Removal Monitoring, to include the following:
 - A. By increasing the AGREEMENT amount by SEVEN HUNDRED FORTY DOLLARS AND 00/100 (\$740.00) from FOUR THOUSAND, EIGHT HUNDRED FORTY DOLLARS AND 00/100 (\$4,840.00), for a total AGREEMENT amount of FIVE THOUSAND, FIVE HUNDRED EIGHTY DOLLARS AND 00/100 (\$5,580.00); and
- Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202021-236, shall remain in full force and effect.

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

AURORA INDUSTRIAL HYGIENE	DOWNEY UNIFIED SCHOOL DISTRICT	
Grace Rinck, CIH, Digitally signed by Grace Rinck, CIH Vice-President	OF LOS ANGELES COUNTY	
By Vice-President 0ate: 2021.05.21 14:24:00 -07:00	Ву	
Print Name Grace Rinck	Christina Aragon	
Title Vice President	Associate Superintendent, Business Services	
Date May 21, 2021	Date JUNE 15, 2021	



IV. 15. RATIFY Service Agreement No. 202021-361 with Carlos A. Flores, Psy.D. for Independent Educational Evaluation in the area of Psycho Education and IEP meeting attendance from May 12, 2021 through August 31, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. <u>202021-361</u>

be an	IIS AGREEMENT made and entered into this 12th of May , 2021 by and tween Carlos A. Flores, Psy. D. , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Independent Educational Evaluation in the area of Psycho Education and IEP meeting attendance
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$6,000.00, not to exceed \$6,00.00 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.	<u>Term</u> . The term of this agreement begins <u>May 12, 2021</u> and will terminate on or before <u>August 31, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School I	District	
Service Agreement No.	202021-361	

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

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

Downey Unified School District
Service Agreement No. _____202021-361

Signature: Wayne Shant on (May 14, 2021 12:33 PDT)

Email: wshannon@dusd.net

DISTRICT

Service Agreement No. 202021-361

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

SERVICE PROVIDER

Carlos A. Flores, Psy. D. Downey Unified School District Name: **Business Services** Dept.: 16 South Oakland Avenue, Suite 202 11627 Brookshire Ave. Address: Pasadena, CA 91101 Downey, CA 90241 Dr. Carlos Flores, 626-356-3626 Contact: Debbie Black Contact: Phone/email: floresca1@att.net (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT CARLOS A. FLORES, PSY.D. Signature Signature Print Name: Carlos A. Flores Print Name: Christina Aragon Print Title: Associate Superintendent Print Title: Psychologist **Business Services** Date: 05/12/2021 Date: District use only below line Account Number to be Charged 01.0-65000.0-57600-31400-5816-7430000 Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print 999000 May 14, 2021 Patricia Sandoval (May 14, 2021 12:12 PDT) Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4



IV. 16. APPROVE the Agreement for Independent Consultant Services No. 202021-364 with Julian Mendoza for The Circle of Life Classes for Summer School.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

This	AGREEMENT is made and entered into this 19th day of May 2021,
	veen the Downey Unified School District ("DISTRICT") and
	er the direction of: ("CONSULTANT"), to provide service:
	iela Sanchez & Gladys Velazquez-SS Principals Downey HS and Warren HS
(Prir	ted Name Administrator Site/Department) (Site/Department)
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: (Attach additional sheet as needed). Conduct groups (circles) which will help students with decision-making, goal setting,
	motivation, family relationships, conflict resolution, anger management, and drug and
	alcohol abuse. Work with faculty facilitating circle groups for the "Bridge Program".
2.	LOCATION OF PERFORMANCE/SERVICE: Downey HS and Warren HS
3.	PERIOD OF AGREEMENT This Agreement is effective 06/07/2021 and will be completed by 06/30/2021 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 Vo
	Have you ever paid into or are you a retiree of CalSTRS? ☐Yes ✓No
	If Yes and service requires a credential, certificate, or a permit, you <u>must</u> be hired as a employee, paid through District payroll, subject to withholding and fingerprint clearance Contact Certificated Personnel for an application prior to beginning services. Individua 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.).
-	INDEDENDENT 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.

^	BANZAFAIT	
6.	PAYMENT	

DISTRICT agrees to	pay CONSULTANT at a rate of \$3,500.00	per
Month	not to exceed a total of \$3,500.00	. Expenses are
not reimbursed unles	ss the DISTRICT and CONSULTANT agree oth	erwise in writing. An
IRS W-9 form must a	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.

INSURANCE

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

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

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

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

	Do	wney Unified School District
Consultant Name		whey offined ochool district
Julian Mardos		
ghature O	Chi	ristina Aragon
	Ass	sociate Superintendent
On file		
axpayer ID no. or Soc. Sec. Number	Dat	е
On file	De	11.55 1.51 1.55
Street Address		wney Unified School District 327 Brookshire Avenue
		wney, CA 90241
On file		2) 469-6520
City Ctate 7in Cada		,
Jity, State, Zip Gode		
City, State, Zip Code 5/19/2021 Date		
District use		
District use of the Charged: 01.0-32120.0-1		
District use of the Charged: 01.0-32120.0-1	1100-10000-	
District use of the Charged: Occount Number to be Charged: O	1100-10000- 5/19/2021 Date	signature of Site Administrator

Julian Mendoza

PROPOSAL

Date: May 19, 2021

25019 Andreo Ave. Lomita, CA 90717 Phone 310-666-1916

TO:

Wanda Iacovitti Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 562-469-6500 FOR:

The Circle Life Class by Julian Mendoza 2021 Summer School June 7, 2021 – June 30, 2021

DESCRIPTION	HOURS	RATE	AMOUNT
Conduct groups (circles), which will help students with decision-making, goal setting, motivation, family relationships, conflict resolution, anger management, and drug and alcohol abuse. Work with faculty facilitating circle groups for the "Bridge Program". Offening effective techniques to use when dealing with subjects such as drug and alcohol use, gang activity, bullying, etc. All of these concepts will seek to increase student attendance and academic achievement as well as lower incidents of behavior referral.			
SITES PROPOSED: Downey High School Warren High School	1 st half of school day 2 nd half of school day	\$1750 3 weeks \$1750 3 weeks	\$1750 \$1750
	TOTAL		\$350



IV. 17. RATIFY Service Agreement No. 202021-367 with Ecuamex to provide latte beverages to Warren High School students for the SeniorChella event held on May 23, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-367

TH	IS AGREEMENT made and entered into this 12th of May 2021 by and
bet	ween <u>Ecuamex</u> , hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually
	ee as follows:
ayı	ee as follows.
	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. ECUAMEX will be serving latte beverages to approximately
	600 students for the Senior Coachella event.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$1,500.00, not to exceed \$1,500.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 5/23/21 and will terminate on or before 5/23/21 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. ___202021-367 Page 2 of 4

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

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

Downey Unified School District Service Agreement No. ____ 202021-367 14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

SERVICE PROVIDER

Ecuamex

DISTRICT

Downey Unified School District Name: **Business Services** Dept.: 8321 Firestone Blvd. 11627 Brookshire Ave. Address: Downey, CA 90241 Downey, CA 90241 Karen Jacho Contact: Debbie Black Contact: 582-805-4665/ecuamexcafe@gmail.com (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Signature Print Name: KAYUN M JAUND Print Name: Christina Aragon Print Title: Print Title: Associate Superintendent **Business Services** 5-18.2021 Date: Date: District use only below line Account Number to be Charged 01.0 -cccco. 0 -0000-27c00 -5890 -4261500 Russ Heicke, Assistant Principal Name and Title of Site Administrator-Please print Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date Page 4 of 4 **Downey Unified School District** Service Agreement No. ___202021-367



IV. 18. RATIFY Service Agreement No. 202021-368 with Da Vinci Ice Cream to provide ice cream to Warren High School students for the SeniorChella event held on May 23, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-368

TH	IS AGREEMENT made and entered into this 18th of May , 2021 by and
and	ween Da Vinci Ice Cream Catering , hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Da Vinci Ice Cream Caterig will be serving ice cream to
	approximately 600 students for the Senior Coachella event on 5/23/21
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$2,100.00 , not to exceed \$2,100.00
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 5/23/21 and will terminate on or before 5/23/21 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-368 Page 2 of 4

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

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

Downey Unified School District Service Agreement No. 202021-368 14. <u>Notices</u>: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. <u>Mail</u> addressed to the party for whom intended as follows:

DISTRICT	SERVICE PR	VIDER	
Downey Unified School District	Name:	Da Vinci los Cream Catering	
Business Services	Dept		
11627 Brookshire Ave.	Address:	17401 Avalon Blvd.	
Downey, CA 90241		Carson, CA 90746	
Contact: Debbie Black	Contact	Daniel Munguia	
(582)469-6521/dblack@dusd.net	Phone/email.	424-340-2310/info@dvicecream.com	

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

DISTRICT		SERVICE PR	OVIDER
DOWNEY U	NIFIED SCHOOL DISTRICT		
		1)0	Al->
Signature		Signature	110
Print Name	Christina Aragon	Print Name:	Daniel Munguia
Print Title:	Associate Superintendent Business Services	Print Title:	Operations Manager Owner
Date:	property and the second	Date:	5/18/21
	District use on	lly below line	1 1
Account Nu	mber to be Charged 01 0-00000	0-00000-27000-4310-43	161500
	mber to be Charged 01.0-00000 Assistant Principal	0-00000-27000-4318-47	161500
Russ Heicke,			861500
Russ Heicke,	Assistant Principal Title of Site Administrator-Please		5/18/21
Russ Heicke. Name and T	Assistant Principal Title of Site Administrator-Please	e print	
Russ Heicke. Name and T	Assistant Principal Title of Site Administrator-Please	e print	5/18/21
Russ Heicke. Name and T Russ Heicke Signature o	Assistant Principal Title of Site Administrator-Please	e print Mile Name (Miles) Mile (Miles) areas	5/18/21 Date

Service Agreement No. 20202136B



IV. 19. RATIFY Service Agreement No. 202021-369 with Beltmann Relocation Group to provide moving services to move items from portable buildings to new classrooms at Stauffer Middle School from May 28, 2021 through December 31, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-369

an ag	tween Beltmann Relocation Group , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows: Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
	Crew will move tagged items from 15 portable classrooms across Staufer Middle School's campus
	to new locations.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$4,104.00, not to exceed \$4,104.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins May, 2021 and will terminate on or before December, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-369 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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

Downey Unified School District Service Agreement No. 202021-369

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER Downey Unified School District Name: Beltmann Relocation Group **Business Services** Dept.: 11627 Brookshire Ave. 3320 East Mira Loma Ave Address: Downey, CA 90241 Anaheim, CA 92608 Contact: Angel Kellogg Rick O'Hara Contact: (562)469-6521/akellogg@dusd.net Phone/email: 213.305.8540/rick.ohara@beltmann.com IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Beltmann Relocation Group Marc Maxwell Digitally signed by Marc Maxwell Date: 2021.05.26 14:38:01 -07:00' Signature Signature Print Name: Christina Aragon Print Name: Marc Maxwell Print Title: Associate Superintendent General Manager Print Title: **Business Services** Date: Date: 5/26/2021 District use only below line Account Number to be Charged Name and Title of Site Administrator-Please print Signature of Site Administrator Date

Downey Unified School District
Service Agreement No. 202021-369

Signature of Program Director ONLY IF using categorical funds

Page 4 of 4

Date

BELTMANN RELOCATION GROUP

AGENT FOR NORTHAMERICAN VAN LINES

May 14, 2021

To: Vince Madsen

DOWNEY USD

11627 Brookshire Avenue

Downey, CA 90241

From: Rick O'Hara

BELTMANN RELOCATION GROUP

3320 East Mira Loma Ave Anaheim, CA 92608

Re: Stauffer Middle School Move

Move Day - May 28, 2021 @ 10:30am

- Crew will move tagged items from 15 portable classrooms across campus to new locations.
- Your staff will have all items packed and labeled prior to our arrival.
- · All items will be pushed across the hardscape.
- · Crew will work at your staff's direction setting up rooms.

CREW SIZE: 1 Truck & 11 Men (\$513/hour)

HOURS: 8

Total NTE Move Cost......\$4,104.00

Final billing will be based on actual hours worked plus 1 hour for travel time each day and materials used.

Rates

- The following prevailing wage rates will be utilized for labor on this project. Daily work is subject to a 4-hour minimum (3 hours onsite)
- Truck w/driver = \$85/hour
- Supervisor = \$46/hour
- Crewman = **\$42/hour**
- Installer = \$55/hour

Call me on my cell phone if you have questions. (213) 305-8540. Sincerely, Rick O'Hara DIR#1000023563



IV. 21. RATIFY Service Agreement No. 202021-373 with California Weekly Explorer, Inc. to provide walk through American Revolution presentations for Price Elementary from April 19, 2021 through May 7, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-373

be an	tween California Weekly Explorer, Inc. hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually nee 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. Walk Through the American Revolution presentations
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total
	contract price of: \$\frac{1569.99}{\text{.569.99}} \text{, not to exceed \$\frac{1569.99}{\text{.569.99}} \text{ for the services.} SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 4/19/2021 and will terminate on or before 5/7/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 202021-373

Page 2 of 4

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

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

Downey Unified School D	district
Service Agreement No.	202021-373

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

Name:

Dept.:

Address:

SERVICE PROVIDER

California Weekly Explorer, Inc.

15052 Red Hill Ave, Suite G

Operations

DISTRICT

Business Services

11627 Brookshire Ave.

Downey Unified School District

Devenie CA 00044		Tuetie	CA 02780		***
Downey, CA 90241		Tustin, CA 92780			-
Contact: Debbie Black	Contact:	Morgan B. Hovis			_
(562)468-6521/dblack@dusd.net	Phone/email:	714-247-2250 ext 1001		operations@californiaweekly.c	
IN WITNESS WHEREOF, this Agreeme named parties, on the date indicated be		cepted a	nd agreed	by the below	
DISTRICT	SER	SERVICE PROVIDER			
DOWNEY UNIFIED SCHOOL DISTRIC	CT Ca	lifornia W	eekly Explo	orer, Inc.	
		MXV	3an		
Signature	Sign	entre			
Print Name: Christina Aragon	Prin	t Name:	Morgan B	. Hovis	
Print Title: Associate Superintendent Business Services	Prir	nt Title:	Vice Pres	sident	
Date:	Dat	e:	6/3/2021		
District use	only below li	ne			
Account Number to be Charged	Special !	1096	YA Ve	ld Trip	7
Name and Title of Site Administrator-Pla	ease print			6/3/21	
Signature of Site Administrator				Date	
Signature of Program Director ONLY IF	using categorie	cal funds		Date	
Downey Unified School District Service Agreement No. 202021-373				Page 4 of 4	



IV. 22. APPROVE Agreement No. 202122-25 with Amtech Elevator Services to conduct planned routine inspection and maintenance of all DUSD wheelchair lifts from July 1, 2021 through June 30, 2022.

Supporting Documents



AMTECH Elevator Services

DATE: 05/12/2021

TO:

Accounts Payable 111627 Brookshire Ave Downey, CA 90241

FROM:

AMTECH ELEVATOR SERVICES 3041 Roswell St Los Angeles, CA 90065

EQUIPMENT LOCATION:

Downey Schools - Various

Katherine Armijos Phone: (323) 632-4588 Fax:(860) 353-1429

PROPOSAL NUMBER: ARH766

EQUIPMENT DESCRIPTION:

No Of Units Type Of Units

Alameda Elementary

Manufacturer

Customer Designation Machine Number

17 Units

Carpenter Elementary Gallatin Elementary Gauldin Elementary Imperial Elementary Lewis Elementary Old River Elementary Old River Elementary Price Elementary Rio Hondo Elementary Rio San Gabriel Elementary Ward Elementary Williams Elementary Doty Middle Griffiths Middle Sussman Middle Stauffer Middle

OIL & GREASE SERVICE

We propose to furnish service on the following described elevator(s), or escalator(s) (hereinafter the "equipment" or "units"):

COVERAGE

This service will consist of examinations of the units not more than on a monthly basis, including oiling and external cleaning of the machine, motor and controller; governor and tail sheaves, interlocks, etc.; and greasing or oiling of bearings and guides. In addition, we will furnish the following supplies: oils (excluding hydraulic fluid), greases and cleaning materials. All work is to be done during our regular working hours of our regular working days. If we provide callback service at your request, you agree to pay us for our labor and materials at our regular billing rates.

SAFETY AND ENVIRONMENT

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, AMTECH will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

AMTECH endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and AMTECH employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Amtech incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.amtechelevator.com. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Amtech personnel while Amtech personnel are working on site at Customer's facility.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

CONTRACT PRICE AND TERM

CONTRACT PRICE

One thousand three hundred sixty dollars (\$ 1,360.00) per month, payable Quarterly.

All pricing is plus any applicable sales taxes unless supplied with tax exemption certificates.

PRICE ADJUSTMENT

One thousand three hundred sixty dollars (\$ 1,360.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2021 which was 103.824. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

TERM

The Commencement Date will be 07/01/2021.

The Term of this Contract unless modified under the extended term below, will be for one (1) year beginning on the Commencement Date. The Contract will automatically be renewed on the first anniversary for an additional one (1) year unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current one (1) year term. Thereafter, the Contract will automatically be renewed on each first anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current one (1) year term.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Katherine Armijos Title: Account Manager

E-mail: Katherine.Armijos@Amtechelevator.com

Accepted in Duplicate

CUSTOMER Approved by Authorized Representative		AMTECH ELEVATOR SERVICES Approved by Authorized Representative		
Date:	June 1, 2021	Date:		
Signed:		Signed:		
	-		Tom Bertsch	

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Print Name:	Christina Aragon	Print Name:		
Title	Assoc. Supt. Bus. Svcs.	Title	Branch Manager	
E-mail:	caragon@dusd.net			
Name of Company	Downey Unified School Dis	trict		
□ Principal, Ov	vner or Authorized Representative of Prin	cipal or Owner		
□ Agent:				
(Name of Princi	pal or Owner)			

Terms and Conditions

It is agreed that we do not assume possession or control of any part of the units, that such remains yours solely as owner, operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation. This responsibility includes but is not limited to, advising, warning instructing passengers in the proper use of the equipment.

You will insure that the machine rooms are properly ventilated with temperature controlled in the 500 F to 90 o F range or otherwise as required by governmental authority.

You agree to provide us unrestricted, ready and safe access, including off-hours emergency callbacks, to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored material and excessive debris. You agree to provide a safe work place for our personnel and to remove any hazardous materials in accordance with applicable laws and regulations. You agree to restrict access to the equipment to only our authorized personnel. During the term of this Agreement, you agree not to permit others to make alterations, additions, adjustments, repairs, or replacements to the equipment.

If any of the following conditions occur: an operational problem, an equipment malfunction, a dangerous condition, or there has been an accident, you, shall immediately notify us. In the event of an accident, we shall be notified in writing within 24 hours of the incident. Until we correct the problem, you agree to remove the unit from service and take all necessary precautions to prevent accidents or use of the unit. This notice requirement is to be strictly construed and any failure to comply with the requirements will serve to hold you liable for any damages or injuries resulting therefrom.

We will indemnify and hold you harmless for losses due to personal injury or property damage to the extent caused by our negligent acts or omissions during the performance of the work, but not to the extent caused by others. You agree to indemnify us under the same terms and conditions.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Unites or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer in production by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design; (vii) to provide reconditioned or used parts

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, labor disputes, fire, explosion, theft, floods, water, weather, earthquakes, riot, civil commotion, war, repairs by others, exposure to excessive heat, vandalism, misuse, malicious mischief or acts of God. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind. We shall not be liable for removal or disposal of hazardous and waste fluid or materials or for any environmental/ecological reporting, testing, cleaning or rehabilitation dictated by any agency or party for any reason. If such action is required from us by a third party, you will fully compensate them.

While this Agreement is designed to reduce wear and prolong the useful life of such equipment, we make no representation that such equipment will not breakdown or malfunction, and you agree to hold us harmless from any such event or action arising therefrom.

Any purchase order issued by you in connection with this Agreement is deemed to be issued for your administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the services to be provided hereunder, and this Agreement may not be changed, modified, revised or amended unless in writing and signed by you and our authorized representative.

In the event of sale, lease or other transfer of the equipment, or the premise in which they are located, or a change in the paying party, you agree to see that such transferee or alternate paying party is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement term and subject to termination as herein provided, or you will otherwise be liable for the full unpaid balance due for the unexpired term of the Agreement. We may at our sole discretion, terminate this Agreement with any such successor at any time upon thirty days written notice. The Agreement monthly price is a unit amount for the entire Agreement period subject to interest and escalation adjustments.

Your failure to pay any sum within sixty (60) days will be deemed a material breach. We may at our option declare all sums due or to become due for the unexplored term immediately due and payable as liquidated damages, but not as a penalty, and until the same are paid, be discharged from further obligations under the Agreement.

It is expressly agreed that the payment of all sums due hereunder is a condition precedent to the rendering of service. We reserve at our option the right to suspend or curtail service until all payments due are made.

This Agreement is based on conditions prevailing under current labor agreements. In the event future labor agreements or changes alter costs or restrict our ability to provide services hereunder, we shall notify you in writing and thereupon offer a modification to the Agreement to remedy the situation. In the event we cannot agree on a revised Agreement, either party shall have the right to terminate this Agreement upon expiration of ninety (90) days from the above notice

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.



IV. 23. APPROVE Service Agreement No. 202122-29 with Cooperative Organization for the Development of Employee Selection Procedures (CODESP) from July 1, 2021 through June 30, 2022.



Supporting Documents





CODESP MEMBER SERVICE AGREEMENT

Please read, acknowledge, and agree to the following service agreement terms.

Terms:

All terms of this agreement shall prevail over any terms and conditions to the contrary outlined in purchase orders or any other agreements or documentation provided by the agency named below in order to obtain services from CODESP unless explicitly agreed to in writing by an authorized agent of CODESP.

Services Provided:

CODESP provides online employment selection materials and training presentations to members who are employed at public agencies that have met all of the membership terms. Once the registration process is completed and payment is received your agency will gain access to the secure areas of the website.

Members will gain access to all content currently posted to the members area of the site including the Interview Builder and posted supplemental application forms and situational, performance, and writing exercises. In addition to the posted materials, members may request multiple-choice test packets along with custom supplemental application forms and situational, performance, and writing exercises via the CATS (CODESP Automated Test System) Request Form. Additional services include live and recorded webinars, live training (may be subject to an additional fee), a job description builder, sample job analysis questionnaires, an online multiple-choice testing option, and online Links and Resources related to public-sector Human Resources.

Payment for Services:

A Purchase Order may be submitted to initiate services, but payment must be received within 45 days after the PO is received. Payment or proof of payment (such as a Purchase Order) for all services must be made in advance of services being provided. Please refer to our current fee schedule for the most current pricing and options. PayPal payment requires an additional service fee.

Service Options:

- Full Year: A full year payment is for services from July 1 through June 30 in the same fiscal year.
- Less Than Full Year: A less than full year payment is for any services initiated after July of the current fiscal year. If joining after July, an agency may choose one of the following options:
 - Pay the full year rate for the current fiscal year with no additional commitment.
 - Pay a prorated amount for services for the months remaining in the current fiscal year with a contractual obligation to continue the following fiscal year.
 - The prorated fee shall be one-twelfth (1/12) of the full year fee multiplied by the number of months remaining in the fiscal year. Any months in which services will be rendered will be included in this calculation.
 - By agreeing to this option, the agency agrees to pay for a full year of service the fiscal year following the fiscal year in which services are originated. The fee for the following year will be in accordance with the posted fee schedule for the following year which shall be made available by no later than February of the preceding fiscal year. In the event that the posted fee schedule for the following year indicates a fee increase in excess of ten (10) percent from the previous year, the agency will have the right to option out of the following full year of service. This agreement may be amended to remove the requirement for an additional year of service under special circumstances wherein an

agency policy is provided that supports a limitation set by the governing body of the agency limiting the agency's ability to agree to a multi-year contractual obligation upon consent of the CODESP administration.

CODESP reserves the right to refuse future service, or to restrict services provided or service options (as indicated above), for any member that violates, or has previously violated, this or any other CODESP agreement.

Refunds:

Refunds for membership fees will not be made.

Continuation of Services:

To continue membership in good standing, agencies shall pay the membership fee no later than July 1 or communicate their intent to rejoin through e-mail or other correspondence. Unless the membership fee is received by September 1, the intent to rejoin becomes null and void, and the agency will be dropped from the membership roll.

Please note that the following terms apply at the start of each fiscal year. Failure to adhere to the following may result in access to the secure areas of the CODESP website being temporarily disabled.

- · Payment must be received within 45 days of receipt of a Purchase Order
- A signed copy of the Agency Security Agreement and Service Agreement for the current fiscal year must be received within 45 days of the start of the new fiscal year

Test Material Requests:

Multiple-choice test materials from the online item bank are requested by completing a CATS Request Form.

Other test materials such as interviews (Interview Builder), supplemental application forms, writing, situational, and performance exercises (under Test Materials) can be accessed from the secure areas of the website. If customized materials are needed, the member will complete a CATS Request Form and provide current job information and access to job experts as needed to fulfill such a request.

When submitting requests for test materials, members must provide a job description and other pertinent information needed to guide CODESP staff in selecting job-related materials. The member will allow at least 10 business days for the request to be fulfilled. If new test materials need to be developed, the member acknowledges that these requests take longer to fulfill and will work with CODESP staff on an appropriate timeline for fulfilling the request.

Access to the secure areas of the website and all test materials is restricted to authorized employees who are responsible for accessing test materials and implementing the selection process. Authorization is determined by the member's Human Resources administrator and subject to approval by CODESP administration. The number of users is based on the size of the agency and approved by CODESP. Generally, no more than 10 users per agency may have access to the secure areas of the website. Exceptions to the restriction on the number of users may be authorized for agencies with an employee count of over 3,000.

A maximum of five test material requests may be submitted by the member per month, unless otherwise approved by CODESP administration. CODESP provides unlimited access to the products and services accessible from the secure areas of the website that do not require completing a CATS Request Form. Unlimited test products include all questions in the Interview Builder and posted sample test materials such as supplemental application forms and writing, situational, and performance exercises.

New Test Material Development:

CODESP will expand test material job families when resources are available. Job experts are to be provided by the member whenever possible. CODESP maintains final edit approval on test materials entered into the CATS system. Adding job families and items to the item bank is at the discretion of CODESP. A list of Multiple-Choice Item Banks currently available can be found under Join CODESP / Frequently Asked Questions.

The list is subject to revision and the job families listed do not contain test items for all possible classifications that may fall under a specific job family.

CODESP requires the following to develop new test materials:

- A job expert provided by the member to assist CODESP staff in the development, edit, and final review of the new materials.
- Technical documents/manuals or other appropriate source material provided by the member when they
 are not readily available to CODESP.
- At least 15 business days for development, review, and edits of new test materials. The 15-day period begins after the job expert and/or technical materials are provided to CODESP.

CODESP will not:

- Recreate state licensure, Microsoft certification, or similar examinations that require formal certificates.
- Enter copyrighted materials into our item bank.
- Create test materials for sworn police or fire personnel.
- Create test materials for positions where the type of assessment method requested is inappropriate.
 For example, multiple-choice tests for senior management or highly technical positions like engineer.

Use of Test Materials:

The final selection of which test materials to use is the responsibility of the agency. A local job analysis is highly recommended to determine test content which is appropriate for your agency's specific position/classification for which you are testing. All test materials should be reviewed by a local job expert prior to use in order to ensure validity.

The use of test materials by a member agency (such as a County Office of Education) to test or assess candidates for a non-member agency (such as a local district) is strictly prohibited.

The charging of any test administration or related fees to a candidate for any job for taking a test that includes any CODESP materials is strictly prohibited unless otherwise approved by CODESP administration.

Test materials are intended to be used in-person in proctored settings only. The use of any test materials in any non-proctored or remote (proctored or non-proctored) setting is strictly prohibited unless otherwise approved by CODESP administration. This restriction does not apply to materials specifically designated for remote or non-proctored use.

Retention of Test Materials:

Upon termination of CODESP membership, the agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The agency shall inform CODESP at the time of the discontinuation of service of any test materials that are being maintained in order to document existing test records. The agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that may be accessible by unauthorized individuals, agencies, or vendors, including any third-party testing software.

Legal Acknowledgements:

The terms of this Service Agreement may change prior to the start of each fiscal year as solely determined by the CODESP Board of Directors. A copy of this Service Agreement will be sent to members in advance of the new fiscal year. Members must agree to the terms of the current Service Agreement in order to continue services.

To the extent allowable by California law, the agency named below shall defend, indemnify, and hold harmless CODESP, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the use of materials or services provided by CODESP unless such liability, loss, expense, or claims is due to CODESP's sole negligence.

Rev. 11/20

CODESP 20422 Beach Blvd. Suite 400, Huntington Beach, CA 92648

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CODESP agrees to defend, indemnify, and hold harmless the agency named below, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising solely out of negligent activities of CODESP or those of any of its officers, employees, and agents, whether such act or omission is authorized by this Agreement or not. The provisions of this Indemnification do not apply to any damage or losses caused by the negligence of the Agency or any of its board members, officers, employees, and/or agents.

The agency named below understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The agency named below also acknowledges that it is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the agency named below to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.

By entering into this Service Agreement the agency acknowledges that so far as it pertains to the agency and CODESP, that CODESP is the sole owner of the intellectual property that the agency will have access to under this Agreement, described herein as "content" or "materials," as well as any other intellectual property the agency will have access to under this Agreement. CODESP hereby grants to the agency a non-transferable and non-exclusive license to the materials and content for the purposes described herein. This license shall be in effect only as long as the agency remains as a party in good standing to this Agreement and only while the agency is current in its financial obligations to CODESP. The agency acknowledges that any use of the intellectual property owned by CODESP in violation of this license will constitute an intentional infringement of CODESP's copyright interest in such property. The agency agrees that copyright infringement under this Agreement includes obtaining CODSEP materials while a member and continuing to use such materials after the end of the membership. The agency agrees that should it infringe upon CODSEP's intellectual property rights that the agency will pay for CODSEP's attorney fees and costs incurred by CODSEP in any ensuing litigation.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

[I agree with the terms and conditions as sta	ated in	this document.	
I do not agree with the terms and condition	s and c	hoose not to become a member	r at this time.
Agency: Downey Unified School District			
Signature of Authorized Agency Representative:		Da	ite: June 15, 2021
Printed Name: Christina Aragon		Associate Sperintendent, Bus	siness Services
Signature of HR Administrator (if different from about	ove):	Whack. 1	Date: June 15, 2021
Printed Name: Alyda Mir		Assistant Superintendent, Hu	man Resources
Please agree, complete, sign and e-mail a scanned co- copy via e-mail, please fax a signed copy to: 714-374-8		desp@codesp.com. If you are unabl	le to send a scanned



CODESP AGENCY SECURITY AGREEMENT

The parties to this agreement are the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) and the <u>Downey Unified School District</u> hereinafter known as the Agency. In order to protect the mutual interests of all CODESP agencies, each Agency is required to execute this agreement and fulfill its terms.

- a. It is understood and agreed that the primary signer of this agreement will be an authorized agent of the Agency. The Agency may designate one or more alternates. If the primary signer of this agreement is not an agent of the Agency with responsibility for oversight of the Agency's test administration and selection practices, an alternate signer is required who maintains responsibility in this area. The Agency may also assign an additional alternate signer of its choosing. All alternate signers will be regarded as sharing the responsibility with the primary signer for carrying out the terms of this agreement. CODESP has the right to terminate this agreement and all associated agreements and to withhold or recall CODESP materials and services if terms and conditions of this agreement have been violated.
- b. Test materials obtained through CODESP will be used for the official purposes of the Agency in testing candidates for placement within their Agency or at other approved public agencies who are current customers of CODESP only. The use of test materials by the Agency to test or assess candidates for a non-customer agency is strictly prohibited. Under no circumstances will materials so obtained, including tutorials, be posted on the Agency's website or other websites. Under no circumstances will test materials be stored in any other agency's or private computer systems for sale or disbursement to any other agency or person that is not authorized to have access to such materials, nor will the Agency knowingly permit others to do so. The Agency will not enter any test materials obtained through CODESP into any third-party testing or test management system unless there is an expressed written consent that the third-party will not retain any of the data and that consent has been shared with CODESP administration.
- c. Test materials obtained through CODESP may be reviewed by examiners, subject matter experts, researchers, consultants, test proctors, or others working on the development of examinations. Such persons are not authorized to receive access to the secure areas of the website or to make notes about, copy, or retain any of the actual materials. Any reviews of materials are to be conducted under the general supervision and responsibility of the primary signer (or alternate signer with responsibility over the area of test administration and selection practices) of this agreement. The final selection and use of test materials is the

responsibility of the Agency.

- d. No official, staff member, consultant, or other agent of the Agency may loan, give, sell, nor otherwise make available any testing material obtained through CODESP to any other agency or person that is not authorized to have access to such material, nor will they knowingly permit others to do so. Under no circumstances will CODESP materials be available for study, copying, photographing, reproduction, or re-publication, in whole or in part.
- e. Test materials obtained through CODESP will be used and stored at the Agency in a manner that will prevent unauthorized persons from having access to them. Tests will be administered in-person in proctored environments by an Agency employee to ensure that no test materials are removed from the test site. Test materials shall not be used in any non-proctored or remote (proctored or non-proctored) setting without the expressed written consent of CODESP administration. Test materials specifically designated by CODESP for remote or non-proctored use are exempted. Any test materials entered into any third-party software must be removed immediately upon termination of the Agency's business relationship with the third-party.
- f. All system users and test proctors must be employees of the Agency and must sign the CODESP User Security Agreement. No more than 10 users are allowed per agency (exceptions may apply for agencies with over 3,000 employees). Access to the secure areas of the CODESP website is restricted to employees of the Agency with a direct reporting relationship to an Agency administrator with responsibility for the oversight of the Agency's test administration and selection practices and who are involved in the employment testing process. The sharing of usernames or passwords is strictly prohibited. Employees of third-party vendors serving solely as test proctors for remotely proctored test administrations approved by CODESP in accordance with section E above are exempt from signing the CODESP User Security Agreement.
- g. If candidates are allowed consultation regarding their test results, they may only review the test under a restrictive time-limit with an authorized individual whose signature is on the CODESP User Security Agreement. The candidate may not make notes about, copy, or retain any of the test materials. Under no circumstances will candidates be allowed to view the answer key for an exam or any reports generated from the CODESP website containing such information in an unsupervised environment. No candidate will be allowed to make notes about, copy, or retain any information relating to keyed responses.
- h. If it is necessary that materials obtained through CODESP be presented in proceedings conducted by a court or other body vested with legal authority, the Agency shall request that the material be covered by a protective order that will safeguard its confidentiality, and CODESP will be promptly notified of the proceedings.
- i. The Agency understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials and services including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The Agency also is solely responsible for ensuring its employment practices comply with all applicable

federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the Agency to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.

- j. The Agency agrees that all necessary administrative steps will be taken to ensure that staff members, consultants, or others who may have access to material provided through CODESP will be informed of this agreement and required to comply with it. Any Agency violating test security, intentionally or otherwise, will be denied further test materials and will have access to current materials revoked until the security violation has been resolved to the satisfaction of CODESP administration. The signers of this agreement are authorized to execute this agreement on behalf of the parties.
- k. Upon termination of CODESP membership/subscription, the Agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The Agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The Agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that that may be accessible by unauthorized individuals, agencies, or vendors, including any third-party testing software.
- If the signer(s) of this agreement find(s) it impossible to ensure fulfillment of this
 agreement or leave(s) the Agency, an authorized agent of the Agency shall notify
 CODESP to make arrangements for continuation or termination of the
 agreement.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

Primary Signer:	Associate Superintendent,	
Print Name: Christina Aragon	Title:Business Services	
Signature:	Date: June 15, 2021	
Human Resources Administrator (if different f		
Print Name: Alyda Mir	Assistant Superintendent, Title: Human Resources	
Signature: Whyth N. 1.	Date: June 15, 2021	



CODESP 714-374-8644 20422 Beach Blvd. Suite 400 Huntington Beach, California 92648 United States

Billed To BethAnn Arko Downey Unified 11627 Brookshire Ave. Downey 90241-7017 United States

Date of Issue 03/24/2021

Due Date 09/01/2021 Invoice Number 0005012 \$2,600.00

Description	Rate	Qty	Line Total
Annual Membership Fee - 801-1,000 FTE Basic products and services beginning July 1, 2021 and ending June 30, 2022 for 801 to 1,000 FTE employees.	\$2,600.00	1	\$2,600.00
	Subtotal		2,600.00
	Tax		0.00
	Total		2,600.00
	Amount Paid		0.00
	Amount Due (USD)		\$2,600.00

Terms

NET 45 days from July 1

Taxpayer ID No. 54-2166843

No additional fees for taxes required; CODESP is a Public Agency.

Make all checks payable to CODESP.

THANK YOU FOR YOUR BUSINESS!

Contact us: E: codesp@codesp.com P: (714) 374-8644 W: www.codesp.com

Please note that our address has changed – we are now in Suite 400.

Help us go green - Rather than fax, please scan and email documents to codesp@codesp.com



IV. 24. APPROVE Agreement No. 202122-31 with the San Joaquin County Office of Education for an extension to the Student Success Team Management System License Agreement from July 1, 2021 through June 30, 2022.

Supporting Documents



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SAN JOAQUIN COUNTY OFFICE OF EDUCATION STUDENT SUCCESS TEAM MANAGEMENT SYSTEM

LICENSE AGREEMENT

EXTENSION AGREEMENT

This License Agreement Extension ("Extension Agreement") is entered into this July 1, 2021, by and between the San Joaquin County Office of Education, a county office of education of the state of California, (hereinafter "Provider") and the Downey Unified School District (hereinafter "Customer"), (collectively hereinafter "Parties")

INTRODUCTION

WHEREAS, the Provider is the operator and owner of a web-based suite of tools, known as the Student Success Team System Management System (hereinafter "BEYOND SST"), for use by schools, school districts and county offices of education in formulating, updating, tracking, storing and reporting on Pupil Records, including, but not limited to, Student Success Team and 504 forms;

WHEREAS, on November 29th, 2018 Provider and Customer entered into that certain document entitled Student Success Team Management System License Agreement ("Agreement") for Customer's use of BEYOND SST;

WHEREAS, the initial term of Agreement expires on June 30, 2021;

WHEREAS, pursuant to Section 4.1 of the Agreement, the Parties desire through this Extension Agreement to extend the term of the Agreement to allow for Customer's continued use of BEYOND SST;

NOW, THEREFORE, Provider and Customer agree that the terms and provisions of the Agreement are hereby amended and supplemented as set forth herein below:

1. The Agreement shall be extended from July 1, 2021 through June 30, 2022 ("Additional Term"). In consideration for the license to obtain access to and use BEYOND SST for the Additional Term, Customer agrees to pay Provider the License Fees as specified in Appendix "A" of the Agreement and calculated based on the most recent CBEDS enrollment count reported to the state of California for the Customer and any related entities listed in Appendix "B" of the Agreement, as of the current fiscal year.

Customer shall be invoiced for the Additional Term for the period of <u>July 1, 2021 – June 30, 2022</u> in the amount of Twenty-One Thousand, Nine Hundred and Sixty-Two Dollars (\$21,962). Customer shall remit payment to Provider within thirty (30) calendar days of Customer's receipt of the invoice.

Notwithstanding the modifications or changes detailed above, the remainder of the Agreement remains unmodified and in full force and effect. This Extension Agreement, taken together with the Agreement, represents the new Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Provider		Custome	<u>er</u>
SAN JO EDUCA	AQUIN COUNTY OFFICE OF TION	DOWN	EY UNIFIED SCHOOL DISTRICT
Ву:	John Targuelles (May 18, 2021 10 54 POTT	By:	
Name:	Johnny Arguelles	_ Name:	Christina Aragon
Title:	Director, CEDR Systems	Title:	Associate Superintendent, Business Services
Date:	05/18/2021	_ Date:	June 15, 2021

APPENDIX "A"

2021 FEE SCHEDULE

ANNUAL LICENSE AND MAINTNENECE FEES:

SST & 504	\$1.00 per Student Based on CBEDS Minimum Cost \$4000.00
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APPENDIX "B"

ALL PARTICIPATING DISTRICTS COVERED UNDER THIS AGREEMENT

TOTAL NUMBER OF DISTRICTS: 1

TOTAL STUDENT COUNT FOR COMBINED DISTRICTS: 21,962

DOWNEY UNIFIED SCHOOL DISTRICT	G ADA COUNT 21,962
Below:	
der:	
mer:	

{729142;2}



IV. 25. APPROVE Agreement No. 202122-35 with Duff & Phelps to provide an updated fixed asset accounting ledger for accounting and financial reporting as of June 30, 2021.

Supporting Documents



scan0898

Kroll, LLC 10100 Santa Monica Boulevard, Suite 1100, Loe Angeles, CA 90067 T+1 424 249 1650



May 24, 2021

Mr. Darren Purseglove Director, Purchasing and Warehouse Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241

Dear Mr. Purseglove:

Duff & Phelps, A Kroll Business operating as Kroll, LLC ("Duff & Phelps"), will provide Downey Unified School District ("DUSD") the consulting services described within this agreement ("Agreement").

Purpose of the Engagement

The purpose of this engagement is to provide DUSD an updated fixed asset accounting ledger for accounting and financial reporting as June 30, 2021.

Engagement Scope

We will compile a fixed asset accounting ledger based on information provided by DUSD for the fiscal year ending June 30, 2021. We will not inventory DUSD's fixed assets nor verify the existence or ownership. We completed our last inspection and inventory of DUSD's fixed assets in 2016.

Definition of Historical Cost

Historical cost is defined by Generally Accepted Accounting Principles as the amount of cash, or its equivalent, paid to acquire an asset.

Scope of Work

To perform our analysis, we require the following information for each fixed asset acquisition, disposal, or transfer:

- Property
- Tag Number

Serial Number

- Building
- Asset Classification (Account)
- Acquisition Date

- Room Floor
- DescriptionManufacturer

Historical Cost

- Asset Number
- Model

Function Code

Upon your request, we can provide an Excel reporting template and related instructions to assist you in providing us your fixed asset activity data. Fixed asset activity data must be sent to us in Excel format. DUSD acknowledges and accepts responsibility for the completeness and accuracy of its fixed asset activity data.

We anticipate this engagement will include the following:

- 1) Assign the appropriate useful lives
- Estimate historical cost of additions using standard or normal costing techniques. (Normal costing involves estimating the historical cost of an asset by reverse trending the replacement cost new

- back to the date of acquisition. For standard costing, we estimate the historical cost of an asset by comparing it with the known average installed cost of an identical or similar unit at the estimated acquisition date of the subject fixed assets.)
- 3) Enter the current-year fixed asset activity data into our Electronic Property Record Asset Information System ("ePRAIS")
- Calculate accumulated depreciation for all fixed assets and depreciation expense for the current fiscal year consistent with the methodology employed by DUSD.

Terms and Conditions

This Agreement is subject to and incorporates the Terms and Conditions attached as Exhibit A.

Fee

The fee for this engagement will be \$6,700, including expenses, and will be invoiced upon receipt of your fixed asset activity data.

This fee includes issuing the deliverables below and responding to customary questions from DUSD and its auditor or advisors. Additional fee will be required for an increase in engagement scope or involvement in subsequent reviews beyond the customary work effort. Additional fee also may be required if DUSD does not provide its fixed asset activity in Excel format.

DUSD may cancel this engagement at any time and will only be obligated for fees and expenses incurred. Our fee is not contingent on our deliverable or any subsequent event related to it.

Timing and Deliverables

This engagement will require cooperation, access, and timely receipt of requested information from management of DUSD. After this Agreement is signed and all requested information is received, we will begin our analyses and provide our final report within four weeks.

The report will be provided in electronic format and will present our conclusions and related narrative discussion of the supporting analyses and assumptions, along with appropriate exhibits. Additional relevant information and analyses considered will be retained in our work files.

Conclusion

We appreciate the opportunity to serve DUSD. To authorize, please sign below and return the full executed copy to Juan. Iverson@duffandphelps.com. This Agreement shall remain valid for signature for 30 days. Please contact me at 310 598 4355 with any questions.

Sincerely,	Client of R	ecord: Downey Unified School District
1	Signature:	
Juan June	Name:	Christina Aragon
	Title:	Associate Superintendent, Business Services
Juan Iverson Managing Director	Date:	June 15, 2021

Exhibit A - Terms and Conditions

Entire Agreement – This is the entire Agreement between Duff & Phelps and DUSD and supersedes any prior oral or written agreements. This Agreement may only be modified in writing signed by both parties. Any purchase order covering this engagement is only for DUSD's internal needs and shall not modify this Agreement.

Fees – Duff & Phelps' invoices are payable upon receipt. If payment of any invoice is not received within 45 days of the invoice date, Duff & Phelps shall be entitled, without prejudice to any other rights that it may have, to suspend services until all sums due are paid in full. In the event that Duff & Phelps is required to initiate a lawsuit or hire attorneys to collect any past due amounts, in addition to any other rights and remedies available, it shall be entitled to reimbursement of attorneys' fees and other costs of collection.

Limited Use and Reliance – DUSD is the sole intended user of Duff & Phelps' report or other work product. DUSD may disclose an informational copy of the report or other work product to its audit, tax, legal, or insurance professionals acting in an advisory capacity in connection with the purpose of this engagement. No third party shall have the right of reliance on the report, and neither receipt nor possession of the report by any third party shall create any express or implied third-party beneficiary rights.

Confidentiality – Duff & Phelps shall maintain the confidentiality of DUSD's information and will not disclose or use it for any purpose other than in connection with this engagement. This excludes information (i) available to the public, (ii) already in Duff & Phelps' possession, or (iii) received from a party having no confidentiality obligation to DUSD. Duff & Phelps may include DUSD's name and logo in its client list.

Engagement Limits – Duff & Phelps' work may only be used for the specific purpose or premise of value stated in this Agreement and the work product. DUSD shall not reference Duff & Phelps or its work in any public filing or other materials distributed to actual or prospective shareholders, investors, financing parties, or similar third parties without Duff & Phelps' prior written consent.

Independent Contractor – Duff & Phelps shall perform as an independent contractor, with no authority to bind or obligate DUSD in any way.

Information Provided by DUSD – Duff & Phelps will not independently verify information provided by DUSD, its advisors, or third parties acting at DUSD's direction. Duff & Phelps will assume and rely on the accuracy and completeness of all such information.

Retention – All files, documents, and work papers received, created, or developed during the engagement will be retained for professional recordkeeping and legal/regulatory compliance purposes, all in accordance with Duff & Phelps' document retention policy. If required by applicable law to disclose any of the documents, Duff & Phelps will, unless legally prohibited, notify DUSD so it may seek a protective order at its discretion.

Indemnification – DUSD shall indemnify and hold harmless Duff & Phelps and its affiliates, including each of their respective employees, from and against any and all liabilities, losses, costs, and reasonable expenses, including, but not limited to, reasonable legal fees and expenses and billable hours of client service personnel, which are (i) incurred in responding to subpoenas, discovery, or other similar inquiries associated with or arising from the engagement or (ii) arising from or relating to third-party claims based on reliance or purported reliance on Duff & Phelps' work product or other alleged loss or damage caused to or alleged by any nonclient entity arising from unauthorized access to or reliance upon Duff & Phelps' work product. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct, or fraudulent acts of Duff & Phelps.

Limitation of Liability – In no event shall Duff & Phelps be liable to DUSD (or any person claiming through DUSD) under this Agreement, under any legal theory, for any amount in excess of the total professional fees paid by DUSD to Duff & Phelps in connection with this engagement, except to the extent such liability is directly caused by Duff & Phelps' gross negligence, fraud, or willful misconduct. The foregoing limitation of liability shall not apply to liabilities that arise from personal injury or property damage resulting primarily from Duff & Phelps' negligence or willful misconduct. In no event shall Duff & Phelps be liable to DUSD for any consequential, indirect, lost profit, or similar damages relating to or arising from this engagement.

Environmental Policy – Duff & Phelps will not investigate, nor assume responsibility for, the existence or impact of any contamination or hazardous substance related to property or assets associated with this engagement.

Governing Law – This Agreement is governed by and construed in accordance with the laws of the State of California.



IV. 26. APPROVE Agreement No. 202122-36 with Tech Ed Services, Inc. to provide assistance with Universal Service Fund Applications (E-Rate) for the 2022 funding year, from July 1, 2021 through June 30, 2024.

Supporting Documents



scan0899



TECHED SERVICES, INC.

Proposal for Downey Unified School District Prepared by: Tech Ed Services, Inc. • April 15, 2021

The services below are designed to address the following stated needs: Assistance with Universal Service Fund Application(s) (E-Rate) for Funding Year 2022.

The E-rate program is formally known as the Schools and Libraries Universal Service Support Program. Under the E-rate program, eligible schools and Libraries may apply for discounted eligible telecommunications, Internet access, and internal connections services [47 C.F.R. §§ 54.501-54.502, and 54.504].

Based on conversations with Downey Unified School District (DUSD) staff, it has been identified that the scope of work for direct E-Rate consulting services for Funding Year 2022* will include form preparation and filing support for the applications listed below, as deemed eligible under the Universal Service School and Libraries Eligible Services List (FCC CC Docket No. 96-45, Report and Order, 12 FCC Red 8776 (1997), and all amended revisions through the proposal date above. Should FCC eligibility guidelines or DUSD needs for FY2022* increase, this proposal may be adjusted accordingly

This is a custom proposal prepared by Tech Ed Services. Inc. (TES) solely for the use of DUSD. All services are provided upon: 1) receipt of DUSD Purchase Order and/or contract containing the self-certification and liability waiver statement below, and 2) addition of Tech Ed Services Inc. designated employee(s) as "consultant" user(s) in DUSD's E-rate Productivity Center (EPC) account at the Universal Service Fund Administration, Schools and Libraries Division (USAC, SLD) website, which allows TES staff to communicate with Service Providers and USAC on behalf of DUSD.

Self-certification and liability waiver statement: Acceptance of this proposal, additionally evidenced by generated purchase order(s) will constitute binding agreement with the following self-certification statement:

Downey Unified School District (DUSD) acknowledges that the Universal Service Fund (E-Rate) application program is self-certifying and will assign an authorized staff member to certify that DUSD has reviewed their application (including all appropriate forms, filings and postings) for accuracy and completeness. Tech Ed Services, Inc. (TES) will rely on the information provided by DUSD and will prepare disclosures accordingly. DUSD acknowledges that the FCC reserves the right to review eligibility guidelines each year and that TES does not imply on-going eligibility of any service. TES will advise DUSD on best practices throughout the application process and will document potential issues identified. However, it is the sole responsibility of to understand and comply with all requirements of the E-Rate program and FCC rules. TES will advise DUSD on any issues or discrepancies discovered in periodic telecommunications billing reviews. However, it is the sole responsibility of DUSD to formally review its monthly telecommunication and any additional E-Rate eligible bills, to ensure accuracy of amounts and applied discounts or refunds, as applicable. DUSD will hold TES harmless for any errors or omissions in the E-Rate application process, recommendations, forms, filings, postings or other resulting documentation.

Scope of Work: As the E-Rate consultant, TES will assist DUSD with the E-Rate process and requirements in the following areas for FY2022*:

- · Identification of Roles/Responsibilities of Staff and contact information for current vendors
- · Creation of process timeline for DUSD, to meet all applicable deadlines
- Review of Technology Plan (if applicable) and CIPA/Internet Policy Compliance [47 U.S.C §§ 254(h), 254(l); 47 C.F.R. § 54.520]
- · Review of current Network/Telecommunications Infrastructure (based on receipt of district-provided diagrams, as applicable)
- · Review of previous year's USF filings, supporting documentation, including all existing contracts and selected vendor billings
- · Identification of, and discussion regarding, any network changes, migration of services, replacement, etc.
- · Identification of new services that will be required and/or existing services to be terminated under existing contracts and/or tariff agreements
- · Identification of rates, estimates, inventory of numbers and/or trending for use in procurement of new contracted services
- Review/Update of district data relating to services impact (including budget to validate project matching funds allocation) [47 C.F.R. § 54.504]
- Require DUSD to confirm or review their procurement processes, guidelines, regulations and requirements for DUSD, to meet all state/local laws and USF/FCC requirements [47 C.F.R. § 54.503; Cal. Pub. Cont. Code §§ 20110-20118.4; Cal. Educ. Code §§ 17595-17606]
- Provide information on best practices throughout the term of the consulting relationship between TES and DUSD
- · Define and identify the best alternative discount method for funding year
- · Review updated eligibility guidelines/services when released by FCC/USAC, and advise DUSD accordingly for applications filings
- · Assist authorized/assigned DUSD staff member(s) with:
- Applicable agreement amendments and California Public Utility Commission (CPUC) filings, if needed, as a result of FCC eligibility changes.
- Applicable USF form preparations, postings and filings (including 470, 471, 486, 472 etc.)
- Vendor communications, as deemed necessary

 Procurement compliance review for Proposal or Bid documents, as it relates to E-Rate terms and conditions. Note: TES does not develop specifications, write bid documents. evaluate proposals, nor select vendors on behalf of clients. Basic questions can be answered by TES during the competitive bidding process, but it is ultimately the responsibility of DUSD and/or its legal team to advise on and for the district to follow all applicable procurement law, procedures, etc.
- Program Integrity Assurance Inquiries/Selective Review responses
- Vendor data forms/filings to request allowable discounts (including review of monthly invoices, as needed)

Single E-Rate Filing Cost, per year: \$40,575.00 FY2022 Customer loyalty discount: < 1,000.00> TOTAL COST: \$39.575.00*

*Multi-year contract options: DUSD may elect to execute at this time a two-year contract for annual TES E-Rate services, at a reduced cost of \$38.750 per year: -OR- DUSD may secure three-year pricing at this time (with optional annual extensions for two additional years). at a further reduced cost of \$36,575 per year.

Note: multi-year agreements provide DUSD with TES E-Rate discounts for consulting services that align with ongoing assistance throughout the current C2 E-Rate planning and budget cycle to assist DUSD with securing up to \$2.8 million dollars in remaining C2 E-Rate discounts/rebates currently available, in addition to the approximately \$299K in standard annual filing requests and discounts/rebates on behalf of DUSD that are anticipated at this time.

DUSD please initial its preference:	one year, FY2022 only, at \$39,575
	two years, (FY2022-FY2023) at \$38,750 per year
	three years, plus two possible 1 year extensions, through FY2026, at \$36,575 per year

Payment Schedule per year: 1/3 invoiced upon project commencement each year (estimate July): 1/3 during Form 471 filing window; Final 1/3 prior to closure of each school fiscal year end.

Vendor: Tech Ed Services, Inc. • 225 South Lake, Suite 300 • Pasadena CA 91101 • (562) 869-1913 • FAX (562) 869-5673

Accepted by: Title President/CEO for Tech Ed Services. Inc. on April 15, 2021 (date)

By signing below, DUSD accepts the above Proposal in full, including the self-certification and liability waiver statement printed in Paragraph 5:

Title Assoc. Supt. Bus. Svcs. for Downey USD on June 15, 2021 (date) Accepted by: Christina Aragon



IV. 27. APPROVE Agreement No. 202122-37 with School Services of California to provide fiscal budget and management information services from July 1, 2021 through June 30, 2022.

Supporting Documents



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Client	#	0006350/S15
CHELL	1.1	000000000000

P.O.	#	

AGREEMENT FOR SPECIAL SERVICES

Fiscal and Management Information Services

This is an Agreement between the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2021.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

- The Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Electronic delivery of the Fiscal Report containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the Analysis of the Governor's Proposals for the State Budget and K-12 Education
 - An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
 - d. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
- 2. The Consultant shall provide the Client with services as requested to a total of 12 direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- The Client agrees to pay to the Consultant for services rendered under this Agreement:
 - a. \$4,080 annually, plus expenses, or payable at \$340 per month, plus expenses, upon receipt of a billing from the Consultant
 - b. For all requested services in excess of 12 direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
- 4. This Agreement shall be for the period of one year, beginning July 1, 2021, and terminating June 30, 2022. This Agreement may be terminated prior to June 30, 2022, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
- It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:



By:	Date: June 15, 2021
Christina Aragon	
Print Name Associate Superintendent, Business Service	es
Job Title Downey Unified School District	
By: John D. Jay	Date: May 11, 2021
President School Services of California Inc.	



Contract	period:	07-01-21	to 06-30-22

P.O.	#		

ADDENDUM A TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California Inc., you have the option of purchasing either or both of our CADIE and SABRE reports at the client rate. The following information describes the CADIE and SABRE reports, and the form at the bottom of the page to order the reports.

The Comparative Analysis of District Income and Expenditures (CADIE) is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The CADIE includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The Salary And Benefits Report (SABRE) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (<u>two reports with 20 districts in each</u>) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the CADIE and SABRE reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

WITH PURCHASE, YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES

Electronic Version:	Hardcopy Version:	Use the same districts as la
CADIE only \$500 SABRE only \$350 CADIE & SABRE \$800	CADIE only \$600 SABRE only \$450 CADIE & SABRE \$1000	year Use districts of similar type and size Use districts geographically close to mine Use districts with similar unduplicated pupil percentage
	hind as the data is released by the CDE. vill be released in December 2021, CADIE will be	released in March 2022
strict Name: Downey Unified		TO THE PARTY OF TH
ontact Name: Christina Arago	on	
ontact Name: Christina Arago		0241
ontact Name: <u>Christina Arago</u> ddress (no P.O. boxes please): <u>11</u>	on 1627 Brookshire Avenue, Downey, CA 9	0241
ontact Name: Christina Arago	on 1627 Brookshire Avenue, Downey, CA 9 469-6520	0241

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.



IV. 28. APPROVE Agreement No. 202122-39 with American Fidelity Administrative Services, LLC, to provide ACA employer reporting services from July 1, 2021 through June 30, 2026.

Supporting Documents



scan0901

STATEMENT OF WORK

TO THE MASTER CONSULTING SERVICES AGREEMENT (the "MASTER AGREEMENT") BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT ("CLIENT" or "you" or "your") AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC ("CONSULTANT" or "we" or "us" or "our")

PROJECT: ACA Employer Reporting Services (the "Reporting Service")

- A. TERMS AND CONDITIONS. This statement of work ("SOW") shall be effective as of the <u>1st</u> day of <u>July</u>, 2021 (the "Effective Date"). This SOW is subject to the terms and conditions of the Master Agreement.
- B. SERVICE DATES. This SOW will begin on the Effective Date and will continue for a period of five (5) years and will renew upon agreement of both parties for additional five year periods, unless and until either party terminates the SOW.

C. CONSULTANT SERVICES AND DELIVERABLES.

- 1. Consultant shall provide Client with access to the Reporting Service (AFcomply) to facilitate Client's creation of the 1094-C and 1095-C Forms (collectively, the "Forms"), which satisfy certain reporting requirements of Client to the Internal Revenue Service ("IRS") and certain disclosure requirements to Client's employees as required under Sections 6055 and 6056 of the Internal Revenue Code of 1986, as amended (the "Code"). Services provided early in the subsequent calendar year to assist with generating and filing the Forms for an earlier Applicable Reporting Year will be considered part of the Reporting Service for the earlier Applicable Reporting Year. As used herein, an "Applicable Reporting Year" means a single calendar year for which the Client is required to generate the Forms.
- Consultant shall provide consultation with Client to help Client understand the
 application and rules of Section 4980H of the Code, which is referred to as the
 Employer Mandate Penalty, and Sections 6055 and 6056 of the Code, and then gather
 the information needed to implement the Reporting Service.
- 3. Client hereby authorizes Consultant to access the State of California's FTB File Exchange System on Client's behalf in order to file the IRS Forms for Client. Client shall provide Consultant assistance as necessary to provide Consultant access to the FTB File Exchange System. Consultant shall file the IRS Forms prepared by Client with the State.

D. RESTRICTIONS AND RESPONSIBILITIES CONCERNING THE REPORTING SERVICE.

- Client acknowledges and agrees that it retains all responsibility to submit required information to the IRS and to provide disclosure documentation to its employees.
- 2. Client acknowledges and agrees that Client is solely responsible for timely submission, accuracy, and completeness of all Data required to be input into the

Reporting Service.

- a. "Data" for purposes of this SOW is defined as demographic data (for employees, former employees, and covered family members subject to reporting under Code Sections 6055 and 6056), plan data, enrollment data, hours of service (records of hours worked and hours for which payment is made or due) data, and health plan coverage data. Consultant has no responsibility or obligation to determine if Data is accurate or complete.
- b. "Timely Submission" shall mean submitting ongoing Data at least monthly as described in the following section.
- 3. Client shall provide the necessary information required for the Reporting Service and shall provide such information on a monthly basis. Client's failure to upload Data monthly may jeopardize satisfaction of Client's reporting obligation to the IRS.
- 4. Client shall identify in writing the person or persons who will be authorized to access the Reporting Service on Client's behalf (the "<u>Authorized Users</u>"). Client shall ensure that only Authorized Users receive the access codes to the Reporting Service; Client shall also provide Authorized Users with procedures for use established by Consultant. Client agrees that Client is solely responsible for access to Client's Data in violation of such procedures and Consultant shall have no responsibility, obligation or liability for any unauthorized access to the Client's Data resulting from a failure to follow Consultant's procedures.
- 5. As part of the Reporting Service, Consultant shall grant Client a limited, personal, non-exclusive, non-transferable and non-assignable license to use the Reporting Service referenced herein and related documentation (the "<u>Documentation</u>"). The license granted under this SOW is limited to the terms and purpose set forth herein and may be revoked by Consultant for Client's failure to comply with the provisions of this SOW. Client may not (a) sell, license, reproduce or otherwise transfer or allow the transfer of the Reporting Service software, or any backup copy, to third parties; (b) use the Reporting Service in any manner inconsistent with the rights granted herein; (c) modify or create derivative works of the Reporting Service software; or (d) decompile, reverse engineer, disassemble, analyze, modify, adapt, convert, or create derivative works from the Reporting Service. These restrictions shall survive the termination of this SOW.

E. FEES.

- Annual Fee. Client agrees to pay an annual fee in the amount of \$995.00 (the "Annual Fee") for each Applicable Reporting Year. This annual fee includes 5 hours of Consultant support to set up Client's Data in the Reporting Service for the Applicable Reporting Year and consulting support on the Forms. The Annual Fee assumes that Client has (1) Federal Tax Identification Number or Employer Identification Number (EIN) for the Reporting Service. Additional Federal Tax Identification Numbers or Employer Identification Numbers than one (1) may require additional fees.
- 2. <u>Per Employee Fees</u>. For each Applicable Reporting Year, Client agrees to pay \$3.50 for each employee (the "Per Employee Fee", and with the Annual Fee, the "Fees")

for whom Consultant generates a 1095-C Form. Half of the total expected Fees shall be due in August of the Applicable Reporting Year, with the balance billed at the beginning of the next calendar year.

- 3. State Reporting Fees. Client shall pay Consultant \$1,000.00 for filing each year of IRS Forms with the State.
- 4. <u>Fee Changes</u>. Consultant reserves the right to amend the Fees described in this SOW by providing Client with at least 60 days' written notice of any changes.

F. TERMINATION OF SOW

- Upon a breach of a material term or condition of this SOW, the non-breaching party shall provide notice to the other, which notice shall describe the breach in sufficient detail for the breaching party to identify and correct it. If the breaching party fails to take reasonable steps to remedy the breach within thirty (30) days of written notice, the non-breaching party may terminate the SOW.
- 2. Either party may terminate this SOW for convenience by providing thirty (30) days prior written notice of the same to the other party.
- 3. Termination of this SOW shall not terminate the rights or obligations of either party arising prior to the effective date of such termination.

G. COPYRIGHT AND PROPRIETARY INFORMATION.

- Consultant reserves all intellectual property rights with respect to the Reporting Service, Program, and Documentation and any copies of same under all applicable national and international laws and treaties for the protection of intellectual property rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to Client in this SOW are retained by Consultant.
- Immediately upon becoming aware of any unauthorized use, copying, reproduction
 or disclosure of the Reporting Service software or Documentation, Client shall notify
 Consultant in writing.

H. LIMITED WARRANTY; DISCLAIMERS.

- Subject to the limitation of liability provisions contained in the Master Agreement and as set forth in this SOW, Consultant warrants that it has sufficient rights to grant Client the rights to access the Reporting Service pursuant to this SOW. No warranty is made that the Reporting Service will be uninterrupted or error-free. Client is solely responsible for all Data input. Consultant expressly disclaims any and all liability resulting from inadequate, incomplete or improper Data input. This warranty is limited to the term of this SOW.
- 2. THE PRECEDING WARRANTY IS THE ONLY WARRANTY RELATED TO THE REPORTING SERVICE, DOCUMENTATION AND SUPPORT SERVICES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 3. If an implied warranty or condition is created by Client's jurisdiction and federal or state law prohibits disclaimer of it, Client may also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts; so, the above limitation may not apply to you. This limited warranty gives Client specific legal rights. Client may have other rights, which vary from jurisdiction to jurisdiction.
- 4. Client understands and acknowledges that Client is solely responsible, among other things, for: (a) all uses of the Reporting Service using user names or passwords assigned to you; (b) provision of or input of Data into the Reporting Service; (c) confirmation of the accuracy of the Data input into and received from the Reporting Service; and (d) compliance with all applicable laws associated with the use of the Data.

I. LIMITATION OF LIABILITIES.

- 1. SUBJECT TO THE LIMITATION OF LIABILITY AND OTHER TERMS CONTAINED IN THE MASTER AGREEMENT, CONSULTANT'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY OR FOR ANY OTHER BREACH OF THIS AGREEMENT OR FOR ANY OTHER LIABILITY RELATING TO THE REPORTING SERVICE SHALL BE LIMITED TO EITHER (A) CORRECTION OF ERRORS IN THE OPERATION OF THE REPORTING SERVICE OR (B) REFUND OF FEES. CLIENT WILL RECEIVE ONE OF THE TWO REMEDIES, SELECTED BY CONSULTANT IN ITS SOLE DISCRETION, WITHOUT CHARGE.
- 2. IN NO EVENT WILL CONSULTANT OR ANY OF ITS AFFILIATES HAVE ANY OBLIGATION OR LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, ARISING FROM OR RELATED TO THE REPORTING SERVICE OR THE DOCUMENTATION, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. CONSULTANT'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

The parties hereby agree and consent to the terms and conditions of this SOW and acknowledge such by executing the SOW below.

AGREED BY:

DOWNEY UNIFIED SCHOOL DISTRICT

Sign:	
Name:	Christina Aragon
Title:	Associate Superintendent, Business Services
Date:	June 15, 2021

Notice Address: Downey Unified School District 11627 Brookshire Ave Downey, CA 90241

AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC

Name:	Che Yi
Title:	Chief Administrative Officer
Date:	

American Fidelity Administrative Services, LLC Attn: Manager 9000 Cameron Parkway Oklahoma City, OK 73114

AND

American Fidelity Assurance Company Attn: Law Department P.O. Box 25523 Oklahoma City, OK 73125



IV. 29. APPROVE the Agreement for Independent Consultant Services No. 202122-40 with Julian Mendoza for The Circle Life Classes, effective July 1, 2021 through June 2, 2022.

Supporting Documents



scan0902

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

Service Agreement #202122-40

This	AGREEMENT is made and entered into this 19th day of May 2021,
	veen the Downey Unified School District ("DISTRICT") and
_	lian Mendoza , ("CONSULTANT"), to provide services
	er the direction of:
	m Houts, Cari White, Ed.D., Xochitl Ortiz, Ed.D. DHS, WHS, Woodruff Academy
PIII	nted 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). Conduct groups (circles) which will help students with decision-making, goal setting,
	motivation, family relationships, conflict resolution, anger management, and drug and
	alcohol abuse. Work with faculty facilitating circle groups for the "Bridge Program".
2.	LOCATION OF PERFORMANCE/SERVICE: DHS, WHS, Woodruff Academy
3.	PERIOD OF AGREEMENT This Agreement is effective 07/01/2021 and will be completed by 06/02/2022 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?
	If Yes and service requires a credential, certificate, or a permit, you must be hired as a employee, paid through District payroll, subject to withholding and fingerprint clearance Contact Certificated Personnel for an application prior to beginning services. Individual may be responsible for the cost of fingerprinting. NOTE: CalSTRS retirees may not be employed after retirement in classified positions in the public school system except: (1) as an aide in a class with a high pupil-to-teacher ratio, or (2) to provide one-on-one instruction in a remedial class or for underprivileged students. (California Ed. Code 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.

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DISTRICT agrees to pay CONSULTANT at a rate of \$8,750.00 per

Month not to exceed a total of \$91,000.00. Expenses are
not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An
IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

Agreement for Independent Consult	tant Services
21Page	Rev. 07/10/18

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

4|Page

Rev. 07/10/18

~	Dow	vney Unified School District
Consultant Name		
Julian Mendago		
ignature		istina Aragon ociate Superintendent
On file		
axpayer ID no. or Soc. Sec. Number	Date	9
On file	Dov	vney Unified School District
Street Address	116	27 Brookshire Avenue
On file		vney, CA 90241 2) 469-6520
City, State, Zip Code		
5/19/2021		
Date		
0	se only below	line .
Account Number to be Charged: See attache		
		01.1
Veronica Lizardi, Ed.D., Director, Innovative Ed.	5/19/2021	Q: Kan Co.
Veronica Lizardi, Ed.D., Director, Innovative Ed. Print Name and Title of Site Administrator	5/19/2021 Date	Signature of Site Administrator
Print Name and Title of Site Administrator f using categorical funds, forward this agree	Date ement to the appear.	
Print Name and Title of Site Administrator f using categorical funds, forward this agree Approval before sending to Business Service .	Date ement to the appear. 5/19/2021	ppropriate Program Director for
Print Name and Title of Site Administrator f using categorical funds, forward this agree	Date ement to the appear.	
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rint Name and Title of Site Administrator fusing categorical funds, forward this agree Approval before sending to Business Service	Date ement to the appear. 5/19/2021	ppropriat



IV. 30. APPROVE the Amending Agreement with Sports for Learning to provide additional after school support for Old River Elementary School and Doty, Griffiths, Stauffer and Sussman Middle Schools.

Supporting Documents



AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated this 2nd day of June, 2021 BETWEEN:

Sports for Learning

OF THE FIRST PART

- AND-

Downey USD

OF THE SECOND PART

Background

- A. Sports for Learning and Downey USD (the "Parties") entered into the contract (the "Contract") dated 3/24/21, for the purpose of providing after school support for several Downey USD sites.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Amending Agreement (the "Agreement").
- C. This Agreement is the first amendment to the Contract.
- D. References in this Agreement to the Contract are to the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfil the promises, conditions and agreements below:

Amendments

- 1. The Contract is amended as follows:
 - a. Continued after school support at middle schools and started after school support at Old River Elementary School. (2 coaches at each of the 4 middle schools and 2 coaches at Old River ES from 11:30am-5:30pm) Additional Total Cost: \$50,400.00.

No Other Change

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalised terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

California Law

4. This 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 this Agreement shall be maintained in Los Angeles County, California.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 2nd day of June, 2021.

Sports for Learning

WITNESS: Nick Telford

Address: 4666 Cass St ste 200

San Diego, Ca 92109

Occupation: CEO

_(Party)

WITNESS: Veronica Lizardi, Ed.D.

Address: 11627 Brookshire Avenue

Downey, CA 90241

Occupation: Director

Christina Aragon (Party)

Assoc. Supt. Bus. Svcs.
Downey Unified School District



IV. 31. APPROVE Amendment #2 to the School Facilities Funding Consulting Agreement with Corinne Loskot Consulting, Inc. to provide additional consulting services through June 30, 2021.

Supporting Documents



Planning & State Funding for Public School Facilities



8504 Firestone Blvd. #406, Downey, CA 90241 <u>Iruiz@clcgroupinc.com</u> www.clcgroupinc.com 949,940,6938

May 20, 2021

Ms. Christina Aragon Associate Superintendent, Business Services Downey Unified School District 11627 Brookshire Avenue, Downey, CA 90241

SUBJECT: DOWNEY UNIFIED SCHOOL DISTRICT

SCHOOL FACILITIES FUNDING CONSULTING AGREEMENT, JANUARY 1, 2019-JUNE 30, 2021,

AMENDMENT #2

Dear Ms. Aragon:

Thank you for the opportunity to submit this proposal for amendment #2 to our 5/14/18 agreement with the Downey Unified School District (District). The balance in the current P.O., as of 5/20/21, is \$35,682.50. This remaining balance will be insufficient for CL Consulting, Inc.'s (CLC) projected work for all funding services in fiscal year 2020/2021. The level of effort for CLC's State funding services is unpredictable at the outset.

Ongoing Services: CLC proposes this amendment for an additional fee authorization of \$40,000 to provide uninterrupted services on the following work:

- Three (3) middle school grant applications for an estimated state grant value of over \$10,400,000.
 (Preliminary grant values subject to change based on the following: 1.) OPSC review of Mod and NC eligibility
 2.) Available NC grants for NC projects including MEF projects at the time of OPSC processing.)
- Additional grant applications pending application development and/or agency review process.

1. Funding Application Submittal to OPSC (1-3 years)

- Ongoing eligibility annual updates to measure any increase in state share of new construction eligibility and modernization funding grant entitlements.
- Ongoing project review, qualification, and compliance to meet SFP minimum requirements.
- Ongoing preparation of CDE and OPSC documents for modernization and new construction SFP applications.

2. OPSC Review (2-6 years)

- Ongoing work for coordination of responses to OPSC comments and revisions to filed applications.
- Ongoing monitoring of OPSC workload list, SAB funding process, apportionment requirements etc. These are contingent on adequate state bond authorization and adequate state bond issuance to fund a qualified application.

3. District Expenditure Reporting (1-3 years)

- Audits Ongoing work for coordination of responses to OPSC comments and revisions to funded applications.
- State request for any funding adjustment or additional documents.
- Closure with record retention.

SCOPE OF WORK: Based on CLC's understanding of the District needs, the District may pursue state funding for multiple modernization and new construction projects.

- Collect District documents and data regarding capital program, existing facilities, enrollment, program changes, etc.
- Collect OPSC SFP 50-01, 50-02 and 50-03 form baseline, annual adjustments, and high school attendance area, and related documents, as applicable.
- 3. Research and analysis of documents and data collected for eligibility and project funding.
- Determine new construction eligibility for potential future state grant funding including any applicable MEF additions.
- 5. Obtain any resources from prior state funding / state eligibility consultant related to items below.
- 6. Develop and update the School Facilities Age Summary (SFAS) for modernization by school
- Analyze potential state funding modernization eligibility using multi-year iterations to determine the highest projected state modernization grant eligibility after any adjustments for CBEDS enrollment and/or facilities that have reached the minimum age since last submitted to OPSC.
- 8. Develop modernization eligibility funding estimate by school and District.
- Educate District regarding compliance requirements regarding CTEAC, Title 5, mandatory contractor prequalification, CMU DIR and other regulations required for State funding.
- 10. Review project scope, hard cost estimates and DSA plans.
- 11. Determine if the upgrade project (s) qualify as a modernization grant application.
- 12. Determine if the addition project (s) may qualify as new construction grant applications using MEF UOG, net new classrooms, or a combination of strategies.
- 13. Submit all documents to establish increased state grant eligibility for modernization.
- 14. Prepare documents and guide the effort to generate and request state grant funding for completed and planned projects, as applicable to your program needs, and as directed by the District.
- 15. Prepare and process eligibility approval with OPSC.
- 16. Prepare grant funding estimates including any potential reimbursement projects.
- 17. Recommend and develop projects for state funding applications including potential reimbursement.
- 18. Develop and guide state funding strategies with project team.
- 19. Review plans for funding applications prior to architect's submittal to DSA.
- Recommend project variations such as alternative space identification, sequencing, scope splitting/combining, alternative use of grants and DSA courtesy reviews.
- 21. Prepare and coordinate state funding application forms and related documents.
- 22. Coordinate approval by CDE.
- 23. Review and respond to agency comments.
- 24. Coordinate submittal to OPSC.
- 25. Coordinate review and revisions with OPSC.
- 26. Coordinate post-application submittal reporting to OPSC and other actions.
- 27. General research when that research provides a direct benefit to the District. The time is prorated time when there is a direct benefit to multiple districts, to monitor regulations, legislation, OPSC, CDE, CASH and other industry or program related documents reports and communications.
- 28. Any other work as directed by the District and mutually agreed upon.

QUALIFICATIONS: Lorrie Ruiz, President, has over 20 years' experience in school facilities planning and funding. She specializes in local bond programs, developer negotiations, demographics, and success generating state grants from with the School Facilities Program. Read more at www.clcgroupinc.com

FEE: \$200 per hour for consulting services, a not-to-exceed authorization of \$215,000/year for 2020/2021 which represents an increase of \$40,000 over the existing P.O. of \$175,000.

The level of effort for State funding services varies unpredictably. Therefore, CLC does not offer a fixed fee for a defined task or project. All services are performed at an hourly rate within a fee authorization limit. If you're not satisfied with the value you are receiving, please contact me to remedy the situation, or at your option you may also cancel our contract without cause.

CL Consulting, Inc. is a S-Corporation with federal tax ID/EIN #33-0973425. IRS forms W-9, and 1099 do not apply.

Thank you very much for the opportunity to present this proposal. To accept this agreement, please sign, date and email the agreement to me with a purchase order number. Please retain one signed agreement for your records. Please do not hesitate to contact me at 949.940.6938 for any additional information. We look forward to working with your team to secure State grant funding for your facilities.

Sincerely,

Lorrie Ruiz Lorrie Ruiz, President, CL Consulting, Inc.

AMENDMENT 2 AGREEMENT FOR CONSULTING SERVICES

This agreement by and between CL Consulting, Inc., herein referred to as CONSULTANT, and Downey Unified School District, herein referred to as CLIENT, shall be effective July 1, 2018 through June 30, 2021. CONSULTANT and CLIENT, for the consideration hereinafter named, agree as follows:

OBJECTIVE: The CLIENT seeks specialized consulting in facilities planning and State facilities funding for pursuit of the optimal State funding for modernization and/or expansion of existing schools, and other work as directed by the CLIENT.

SCOPE OF WORK: In general, at the direction of the CLIENT, the CONSULTANT shall complete the scope of work as stated in the May 20, 2021 proposal.

COMPENSATION: CLIENT shall pay the CONSULTANT in accordance with the following fees for all services rendered. CLIENT shall pay the CONSULTANT the amount of \$200 per hour for services by president, vice president and director (\$125 per hour for assistant planners and analysts), for an amount not-to exceed \$215,000/year for 2020/2021 for services rendered, reimbursement of reasonable out-of-pocket expenses, including travel for state agency meetings, and any authorized subconsultant(s) at cost plus 15%. If the cost is greater than \$400, then CONSULTANT shall obtain CLIENT'S prior written consent for travel and/or attendance at meetings, workshops, conferences, etc. CLIENT agrees to pay reasonable transportation, meals, lodging and related costs incurred by CONSULTANT and CONSULTANT'S personnel for travel, including 50% of the hourly rates for travel time on behalf of the CLIENT. Services are provided on a time and materials basis. This is not a fixed fee agreement for a specified scope of work. Monthly billings are based on the actual time and material expenses. Invoices are submitted monthly. Payment of CONSULTANT'S invoice will be due upon receipt.

DURATION OF AGREEMENT: This agreement may continue in force or as amended by agreement. The hourly rate shall remain in effect through June 30, 2021.

TERMINATION: Either party may terminate this agreement with no cause with seven (7) days written notice.

By executing this agreement, the parties below agree to the terms above.

Signature: Lorrie Ruiz	Date: 5/20/2021
Lorrie Ruiz, President, CL Consulting, Inc. (CLC)	
8504 Firestone Blvd., #406, Downey, CA 90241	
Tel. 949-940-6938	
Signature:	Date:
Ms. Christina Aragon	
Associate Superintendent, Business Services	
Downey Unified School District	
11627 Brookshire Avenue, Downey, CA 90241	

562-469-6520 caragon@dusd.net



IV. 32. APPROVE Amendment #3 to Agreement with PIH Health Hospital to extend the agreement to provide student workers from the Downey Adult School nursing program from July 1, 2021 through June 30, 2023.

Supporting Documents



AMENDMENT NO. 3 TO DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT

This Amendment No. 3 to the Downey Unified School District Agreement, (hereinafter referred to as this "Amendment") is made and entered into on May 3, 2021, by and between PIH Health Hospital - Whittier d/b/a PIH Health Whittier Hospital, PIH Health Hospital - Downey d/b/a PIH Health Downey Hospital, Good Samaritan Hospital d/b/a PIH Health Good Samaritan Hospital and PIH Health Physicians, all California nonprofit public benefit corporations, (formerly referred to as "PIH Health Parties" and hereinafter collectively referred to as "PIH Health"), and Downey Unified School District (formerly referred to as "College" and hereinafter referred to as "District"), for the purpose of defining and modifying the terms of the Agreement as hereinafter set forth.

RECITALS

Agreement. The parties entered into the Agreement on October 21, 2015 to provide PIH Health with students in the healthcare field.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties agree as follows:

AMENDMENT

- Term and Termination. This Agreement shall be effective July 1, 2021 through June 30, 2023. Either party may cancel this Agreement without cause or penalty, upon written notice, provided the notice to terminate is mailed to the other party not less than thirty (30) days in advance of termination.
- 2. <u>All Other Provisions</u>. All other provisions of the original Agreement not otherwise affected or changed by reason of the foregoing shall remain in full force and effect.

Signatures on Next page:

Executed on May 3, 2021 at Whittier, California.

PIH Health Hospital - Whittier d/b/a PIH Health Whitter Hospital PIH Health Hospital - Downey d/b/a PIH Health Downey Hospital Good Samaritan Hospital d/b/a PIH Health Good Samaritan Hospital

All California Nonprofit Public Benefit Corporations

PIH Health:

This Agreement is binding upon PIH Health only upon signature by the President & Chief Executive Officer.

By: ____ James R. West President and Chief Executive Officer Date: _____ PIH Health Physicians A California Nonprofit Public Benefit Corporation By: James R. West Chief Executive Officer Date: District: **Downey Unified School District** Christina Aragon Associate Superintendent, Business Services Date:



IV. 34. AUTHORIZE the advertisement for Bid #21/22-05, Purchase of Welding Equipment and Related Supply Items for the K12 Strong Workforce Welding Program, to be charged to the K12 Strong Workforce Grant.

Supporting Documents



Business Services

DATE: June 15, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PURCHASE OF WELDING EQUIPMENT AND SUPPLIES - K12

STRONG WORKFORCE PROGRAM

ACTION ITEM

Board of Education authorization is requested to advertise for bids for the purchase of brand-specific welding equipment and related supply items based on the K12 Strong Workforce Program for Los Angeles and Orange Counties Grant for use by Welding Program students.

The purpose of the grant is to provide necessary funding to assist the District implement career education K12 to community college pathway improvement projects that connect students to in-demand, high-wage occupations in the greater Los Angeles/Orange County areas.

The District has made a determination that a specific brand of welding equipment is an exception to Public Contract Code Section 3400 in order to match similar products already in use at the community college and industry levels, thus creating a smoother transition from the high school level. The District has specified Miller Electric Manufacturing Company equipment as the only acceptable brand. Bids will be solicited from suppliers who are authorized distributors of this brand.

Estimated cost for both equipment and related supply items is approximately \$350,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #21/22-05, Purchase of Welding Equipment and Related Supply Items for the K12 Strong Workforce Welding Program, to be charged to the K12 Strong Workforce Grant.



IV. 35. RENEW the acceptance and approval of the use of the San Bernardino County Superintendent of Schools Bid #19/20-1273, Furniture: Systems and Stand Alone, with Lakeshore Learning Materials, Carson, for the 2021-22 school year, in the anticipated amount of \$80,000.00, with no guarantee that this amount will be met or exceeded, to purchase preschool classroom furniture on an as-needed basis with the same advantages, terms and conditions.

Supporting Documents



Business Services

DATE: June 15, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PIGGYBACK BID FOR THE PURCHASE OF PRESCHOOL

CLASSROOM FURNITURE - SAN BERNARDINO COUNTY

SUPERINTENDENT OF SCHOOLS

ACTION ITEM

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

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

Anticipated expenditures against this bid continue to be estimated at \$80,000.00. The bid has been extended for use by other school districts through June 30, 2022.

SUPERINTENDENT'S RECOMMENDATION:

RENEW the acceptance and approval of the use of the San Bernardino County Superintendent of Schools Bid #19/20-1273, Furniture: Systems and Stand Alone, with Lakeshore Learning Materials, Carson, for the 2021-22 school year, in the anticipated amount of \$80,000.00, with no guarantee that this amount will be met or exceeded, to purchase preschool classroom furniture on an as-needed basis with the same advantages, terms and conditions.



IV. 36. REJECT Bids from 4 Seasons Roofing, Inc., Montebello, in the amount of \$435,800.00, and MENCO Group, Inc., Mission Hills, in the amount of \$570,000.00, due to clerical errors in their bids; and AWARD Bid #20/21-02, Replacement of Roofs on Buildings R, S, and Y at Downey High School, to Danny Letner Inc., dba Letner Roofing Company, Orange, in the amount of \$639,007.00, to be charged to Deferred Maintenance Funds.

Supporting Documents



Business Services

DATE: June 15, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: REPLACEMENT OF ROOFS ON BULDINGS R, S, AND Y AT DOWNEY

HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to award Bid #20/21-04 for the replacement of clay tile roofs on the R, S, and Y Buildings at Downey High School, which received authorization to advertise for bids at the meeting of February 10, 2021.

Seven bidders responded to the advertisement for bids by the 1:30 p.m. deadline of May 27, 2021. The apparent low bidder, 4 Seasons Roofing, Inc., Montebello, and the apparent second low bidder, MENCO Group, Inc., Mission Hills, both asked that their bid be rejected as a result of a clerical error. The third lowest bidder, Danny Letner Inc., dba Letner Roofing Company, Orange, possesses the required license and has the necessary bonding capacity to perform the work as described in the bid documents.

SUPERINTENDENT'S RECOMMENDATION:

REJECT Bids from 4 Seasons Roofing, Inc., Montebello, in the amount of \$435,800.00, and MENCO Group, Inc., Mission Hills, in the amount of \$570,000.00 due to clerical errors in their bids, and;

AWARD Bid #20/21-02, Replacement of Roofs on Buildings R, S, and Y at Downey High School, to Danny Letner Inc., dba Letner Roofing Company, Orange, in the amount of \$639,007.00, to be charged to Deferred Maintenance Funds.



IV. 37. AWARD Bid #21/22-02, Purchase of Dairy Products for the Food Services Department, to Clearbrook Farms, Downey, in the anticipated annual amount of \$273,800.00, to be charged to the Food Services Fund.

Supporting Documents



Business Services

DATE:

June 15, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: DAIRY PRODUCTS FOR THE FOOD SERVICES DEPARTMENT

ACTION ITEM

Board of Education authorization is requested to award Bid #21/22-02 for the purchase of dairy products for the Food Services Department, which received Board authorization to advertise for bids at the meeting of May 11, 2021.

Bids detailing a complete listing of all known dairy products to be purchased for the 2021-22 school year were mailed to three prospective bidders, with the intention that all items would be awarded as a lot to one supplier. Two bidders responded by the bid deadline of Friday, May 28, 2021. Clearbrook Farms, Downey, bid all items as specified and can supply items in the quantities needed during the school year.

Estimated annual expenditures against this bid is approximately \$273,800.00.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Bid #21/22-02, Purchase of Dairy Products for the Food Services Department, to Clearbrook Farms, Downey, in the anticipated annual amount of \$273,800.00, to be charged to the Food Services Fund.



IV. 38. REJECT bid from Astro Painting Company, Inc., West Covina, in the amount of \$138,000.00 for Price Elementary School; and AWARD Bid #20/21-04, Exterior Painting of Carpenter, Gallatin, Price, Unsworth and Ward Elementary Schools to: Color New Company, Woodland Hills, for Price Elementary School in the amount of \$152,000.00 and Ward Elementary School in the amount of \$128,000.00; and Astro Painting Company, Inc., West Covina, for Carpenter Elementary School in the amount of \$130,000.00, Gallatin Elementary School in the amount of \$160,000.00, and Unsworth Elementary School in the amount of \$145,000.00, to be charged to the Deferred Maintenance Fund.

Supporting Documents



Business Services

DATE: June 15, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PAINTING OF CARPENTER, GALLATIN, PRICE, UNSWORTH AND

WARD ELEMENTARY SCHOOLS

ACTION ITEM

Board of Education authorization is requested to award Bid #20/21-04 for exterior painting of five elementary schools, which received Board authorization to bid at the meeting of February 10, 2021.

Twelve bidders responded to the advertisement for bids by the 1:30 p.m. deadline on Friday, May 28, 2021. One apparent low bidder, Astro Painting Company, Inc., West Covina, asked that their bid be withdrawn from the Price Elementary School project. Bids are to be awarded by project, and the two low responsive bidders for each project, Color New Co., Woodland Hills, and Astro Painting Company, Inc., West Covina, have the required licenses and bonding and are qualified to perform the work as specified.

SUPERINTENDENT'S RECOMMENDATION:

REJECT bid from Astro Painting Company, Inc., West Covina, in the amount of \$138,000.00 for Price Elementary School, and;

AWARD Bid #20/21-04, Exterior Painting of Carpenter, Gallatin, Price, Unsworth and Ward Elementary Schools to: Color New Company, Woodland Hills, for Price Elementary School in the amount of \$152,000.00 and Ward Elementary School in the amount of \$128,000.00; and Astro Painting Company, Inc., West Covina, for Carpenter Elementary School in the amount of \$130,000.00, Gallatin Elementary School in the amount of \$160,000.00, and Unsworth Elementary School in the amount of \$145,000.00, to be charged to the Deferred Maintenance Fund.



IV. 39. APPROVE Change Order #1 to Purchase Order #PO2W-21*0124 for recurring digital radio communication costs at the request of the Technology Department with Mobile Relay Associates, Paramount, in the increased amount of \$11,976.00, to be charged to the General Fund.

Supporting Documents



Business Services

DATE:

June 15, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

CHANGE ORDER FOR DIGITAL RADIO COMMUNICATION COSTS AT

THE REQUEST OF THE TECHNOLOGY DEPARTMENT

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO2W-21*0124 to cover the cost of additional monthly recurring costs related to digital radio communications as requested by the Technology Department.

The Technology Department submits requests for annual requirements in order to cover the cost of various items, services and agreements as needed throughout the year. Occasionally, it becomes necessary to increase the funding allocated to certain requirements due to unforeseen circumstances and/or additional needs as required.

Administrative Regulation 6360.1 outlines the requirements for the approval of change orders to District contracts and purchase orders. The above change is being requested to cover the cost of additional services as needed through the end of the school year.

The above change will increase the value of the Purchase Order from \$168,906.30 to \$180,882.30.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO2W-21*0124 for recurring digital radio communication costs at the request of the Technology Department with Mobile Relay Associates, Paramount, in the increased amount of \$11,976.00, to be charged to the General Fund.



IV. 40. APPROVE Change Order #1 to Purchase Order #PO1-21*283 for online court reporting access at the request of the Downey Adult School with EV360, LLC, Valparaiso, Indiana, in the increased amount of \$3,125.00, to be charged to the Adult School Fund.

Supporting Documents



Business Services

DATE:

June 15, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: CHANGE ORDER FOR ONLINE COURT REPORTING ACCESS FROM

EV360 LLC AT THE REQUEST OF THE DOWNEY ADULT SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO1-21*283 to cover the cost of additional online court reporting access from EV360 LLC as requested by the Downey Adult School.

The Technology Department submits requests for annual requirements in order to cover the cost of various items, services and agreements as needed throughout the year. Occasionally, it becomes necessary to increase the funding allocated to certain requirements due to unforeseen circumstances and/or additional needs as required.

Administrative Regulation 6360.1 outlines the requirements for the approval of change orders to District contracts and purchase orders. The above change is being requested to cover the cost of additional online services for students as needed through the end of the school year.

The above change will increase the value of the Purchase Order from \$19,800.00 to \$24,747.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO1-21*283 for online court reporting access at the request of the Downey Adult School with EV360, LLC, Valparaiso, Indiana, in the increased amount of \$3,125.00, to be charged to the Adult School Fund.



IV. 41. ACCEPT as complete Agreement for Construction Service (Small Projects) No. 202021-319 for furnishing and installing steel library shelving at Sussman Middle School, with J.K. Milkin, Inc. dba Yamada Enterprises, Huntington Beach, in the final amount of \$9,590.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

June 15, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: STEEL LIBRARY SHELVING AT SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-319 for furnishing and installing steel library shelving at Sussman Middle School. which was approved at the Board meeting of April 20, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-319 for furnishing and installing steel library shelving at Sussman Middle School, with J.K. Milkin, Inc. dba Yamada Enterprises. Huntington Beach, in the final amount of \$9,590.00, to be charged to Measure O Bond Funds, and:

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



IV. 42. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-326 for tree trimming services at Lewis and Rio Hondo Elementary Schools, with George's Tree & Landscape Service, Downey, in the final amount of \$10,000.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



Supporting Documents



Business Services

DATE:

June 15, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: TREE TRIMMING SERVICES AT LEWIS AND RIO HONDO

ELEMENTARY SCHOOLS

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-326 for tree trimming services at Lewis and Rio Hondo Elementary Schools, which was approved at the Board meeting of April 20, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-326 for tree trimming services at Lewis and Rio Hondo Elementary Schools, with George's Tree & Landscape Service, Downey, in the final amount of \$10,000.00, to be charged to Restricted Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



IV. 43. APPROVE the declaration and sale and/or recycling of District obsolete property and ABATE the income to the General Fund Account #01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.

Supporting Documents



Business Services

DATE:

June 15, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

DECLARE OBSOLETE/AUTHORIZE SALE OF OBSOLETE DISTRICT

PROPERTY

ACTION ITEM

Board of Education authorization is requested to approve the declaration and sale and/or disposal of obsolete District property that is no longer needed for school and/or District purposes.

The authority to sell/dispose of obsolete District property is governed by Education Code Sections 17545 and 17546, which outlines the terms and conditions by which obsolete District personal property may be sold and/or disposed.

The items to be declared obsolete and sold and/or disposed of are obsolete technology items and school and office furniture items. These items are outdated and are of no further use to the district. All items will be consigned to an auction company for sale to the highest bidder, or to a local recycler for proper recycling, and/or disposed of in accordance with the Education Code. Items with a declared value of less than \$2,500.00 may be sold separately or disposed of properly.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the declaration and sale and/or recycling of District obsolete property and abate the income to the General Fund Account #01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	JVC Television	D-Series	14020848		Broken unable to repair
1	Sony VHS Player	SLV-N750	5D-0743117		Broken unable to repair
1	DVD Player	DVP-NS509	745230B5D		Broken unable to repair
1	Windows Surface			110187	Broken unable to repair
1	Apple Macbook Pro			110983	Broken unable to repair
1	HP Laserjet Printer	M2727nf	cnf894f570	54505	Broken unable to repair
1	Chromebook Tablet			30631	Broken unable to repair
1	Chromebook Tablet			40409	Broken unable to repair
1	Chromebook Tablet			40354	Broken unable to repair
1	Chromebook Tablet			40571	Broken unable to repair
1	Chromebook Tablet			40562	Broken unable to repair
1	Chromebook Tablet			40405	Broken unable to repair
1	Chromebook Tablet			40301	Broken unable to repair
1	Chromebook Tablet			40408	Broken unable to repair
1	Chromebook Tablet			40541	Broken unable to repair
1	Chromebook Tablet			40590	Broken unable to repair
1	Chromebook Tablet			40564	Broken unable to repair
1	Chromebook Tablet			40353	Broken unable to repair
1	Chromebook Tablet			40628	Broken unable to repair
1	Chromebook Tablet			40599	Broken unable to repair
1	Chromebook Tablet			40630	Broken unable to repair
1	Chromebook Tablet			40285	Broken unable to repair
1	Chromebook Tablet			40283	Broken unable to repair
1	Chromebook Tablet			40406	Broken unable to repair
1	Chromebook Tablet			40407	Broken unable to repair
1	Chromebook Tablet			40626	Broken unable to repair
1	Chromebook Tablet			40601	Broken unable to repair
1	Chromebook Tablet			40570	Broken unable to repair
1	Chromebook Tablet			40728	Broken unable to repair
1	Chromebook Tablet			40536	Broken unable to repair
1	Dell Computer			29407	Broken unable to repair
1	Dell Computer			29465	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Dell Computer			29392	Broken unable to repair
1	Dell Computer			29397	Broken unable to repair
1	Chromebook Tablet			40871	Broken unable to repair
1	Chromebook Tablet			40680	Broken unable to repair
1	Gateway Computer			27131	Broken unable to repair
1	HP Printer		PHBHH42322	58668	Broken unable to repair
1	Chromebook			89690	Broken unable to repair
1	HP Printer		CN1C91HOMW	901113	Broken unable to repair
1	Liteon Computer			38732	Broken unable to repair
1	Liteon Computer			38739	Broken unable to repair
1	Liteon Computer			38759	Broken unable to repair
1	Liteon Computer			34286	Broken unable to repair
1	Dell Computer			39482	Broken unable to repair
1	Dell Computer			29385	Broken unable to repair
1	Dell Computer			29486	Broken unable to repair
1	Gateway Computer		38986888	27129	Broken unable to repair
1	Gateway Computer		40537964	28188	Broken unable to repair
1	Dell Computer			29389	Broken unable to repair
1	Dell Computer			29386	Broken unable to repair
1	Gateway Computer			27126	Broken unable to repair
1	Dell Monitor		CN0WKFR74261		Broken unable to repair
1	Gateway Monitor			7004665	Broken unable to repair
1	Gateway Monitor				Broken unable to repair
1	Gateway Monitor		MWR77BON07752	7005365	Broken unable to repair
1	Gateway Monitor		MVL7007K0025849		Broken unable to repair
1	Liteon Computer			35054	Broken unable to repair
1	Dell Computer			29397	Broken unable to repair
1	Dell Computer			29488	Broken unable to repair
1	Dell Computer			29403	Broken unable to repair
1	Dell Computer			29469	Broken unable to repair
1	Dell Computer			29402	Broken unable to repair
1	Gateway Computer			52876	Broken unable to repair
1	JVC TV) 1864.	16024025		Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	Sharp Microwave		132389		Broken unable to repair
1	HP Printer		CNGRG83482	900079	Broken unable to repair
1	HP Printer		CNG5411408	900403	Broken unable to repair
1	Gateway Monitor		M157AD0C00209		Broken unable to repair
1	Gateway Monitor		M157AD0L00446		Broken unable to repair
1	Dell Computer			29388	Broken unable to repair
1	Dell Computer			32561	Broken unable to repair
1	Dell Computer			32545	Broken unable to repair
1	Chromebook Tablet			40428	Broken unable to repair
1	Chromebook Tablet			40568	Broken unable to repair
1	Chromebook Tablet			40629	Broken unable to repair
1	Computer Cart			28662	Broken unable to repair
1	Computer Cart			28661	Broken unable to repair
1	Computer		16M460K05-00	28659	Broken unable to repair
1	Chromebook Tablet			40871	Broken unable to repair
1	Chromebook Tablet			40630	Broken unable to repair
1	Chromebook Tablet			40914	Broken unable to repair
1	Chromebook Tablet			40595	Broken unable to repair
1	Chromebook Tablet			40597	Broken unable to repair
1	Chromebook Tablet			40404	Broken unable to repair
1	HP Officejet Printer	6700	CN339BSG2V	963950	Broken unable to repair
1	Dukane Projector	28A33A	1449312		Broken unable to repair
1	Alana Monitor		D509SPHEG1754		Broken unable to repair
1	Dell Monitor		FFQ-9Q37G0138011- 099800984-A		Broken unable to repair
1	Dell Modem		4FY2JK1	30155	Broken unable to repair
1	Dell Keypad	L100	CN-ORH-6-7357198R- 00T4		Broken unable to repair
1	NED Keypad		NEDKP-03		Broken unable to repair
1	NED Keypad		NEDHDNKP- 06SN1020902440		Broken unable to repair
1	NED Keypad		NEDNKP06RKSN- 05180202082		Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	NED Keypad		NEDHDNKP06SN102100 8094		Broken unable to repair
1	NED Keypad		NEDKNKP065N- 1010406358		Broken unable to repair
1	NED Keypad		FREDNKP06RKSN- 1061809096	89646	Broken unable to repair
1	NED Keypad		NEDNKPRKSN- 1051806048		Broken unable to repair
1	NED Keypad		NEDHDNKP06SN- 1720912055		Broken unable to repair
1	NED Keypad		NEDHDNKP06SN- 17210070703		Broken unable to repair
1	NED Keypad		NEDKP06RKSN- 1011205099		Broken unable to repair
1	NED Keypad		NEDDHDNKP06SN- 1021011455		Broken unable to repair
1	NED Keypad		NEDHDP06SN- 1721007068		Broken unable to repair
1	NED Keypad		NEDHD06SN- 1721006056		Broken unable to repair
1	NED Keypad		NEDNKP03RKSN- 1011411030		Broken unable to repair
1	NED Keypad		NEDNKP06RKSN- 1011506056		Broken unable to repair
1	NED Keypad		NEDHDNKP06SN- 1011607197		Broken unable to repair
1	NED Keypad		NEWHDNKP06SN- 1020902299		Broken unable to repair
1	NED Keypad	1	NEDHDNKP06SN- 17210070675		Broken unable to repair
1	NED Keypad		NEDNKP06SN- 1010406238		Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	NED Keypad		NEDNKP06SN- 154051105		Broken unable to repair
1	NED Keypad		NEDNKP06SN- 1210203537		Broken unable to repair
1	NED Keypad		FREDSHONKP06SN- 1540511051		Broken unable to repair
1	NED Keypad		FREDHDNKP06SN- 154031108		Broken unable to repair
1	NED Keypad		NEONKP06RKSN- 1011408060		Broken unable to repair
1	NED Keypad	69584	FREDNKP03N- 1061809056		Broken unable to repair
1	NED Keypad		NEDNKP06SN- 1011506036		Broken unable to repair
1	NED Keypad		NEDHDHKP06SN- 1021509025		Broken unable to repair
1	NED Keypad		NEDKP06PKSN- 1011506134		Broken unable to repair
1	NED Keypad		NEDHDNKP06SN- 10117000006		Broken unable to repair
1	NED Keypad		NEDHONKP06SN- 1021011139		Broken unable to repair
1	NED Keypad		NEDNKP06RKSN- 1051802043		Broken unable to repair
1	ALANA POS		ALANAP056SN-122329	32087	Broken unable to repair
1	ALANA PO5		ALANAP056SN-119447		Broken unable to repair
1	ALANA POS		ALANAPS536SN-123250		Broken unable to repair
1	ALANA POS		ALANAP056SN-252121		Broken unable to repair
1	ALANA POS		124168		Broken unable to repair
1	ALANA POS		123766		Broken unable to repair
1	ALANA POS		ALANAPOSSN-702379		Broken unable to repair
1	FRED Key Pad	d NKP06RKSN-1061809034			Broken unable to repair
1	NED Keypad NEDNKP06RKSN-1051802051				Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	FRED Key Pad		1061809043		Broken unable to repair
1	NED Keypad		1011411026		Broken unable to repair
1	NED Keypad		1051802061		Broken unable to repair
1	NED Keypad		1011711004		Broken unable to repair
1	NED Keypad		1011705003		Broken unable to repair
1	NED Keypad		1051908022		Broken unable to repair
1	NED Keypad		1011411030		Broken unable to repair
1	FRED Key Pad		1061809038		Broken unable to repair
1	NED Keypad		1011412008		Broken unable to repair
1	Apple Computer			31667	Broken unable to repair
1	Apple Computer			34453	Broken unable to repair
1	Apple Computer			34451	Broken unable to repair
1	Apple Computer			32978	Broken unable to repair
1	Apple Computer			29312	Broken unable to repair
1	Apple Computer			31685	Broken unable to repair
1	Panasonic TV			17124	Broken unable to repair
1	Panasonic TV			3591	Broken unable to repair
1	Panasonic TV			16075	Broken unable to repair
1	Panasonic TV			14957	Broken unable to repair
1	Panasonic TV			3538	Broken unable to repair
1	Panasonic TV			15064	Broken unable to repair
1	Panasonic TV			3452	Broken unable to repair
1	Panasonic TV			10124	Broken unable to repair
1	Panasonic TV			12912	Broken unable to repair
1	Samsung TV		25HZ3XXDB01040M	38105	Broken unable to repair
1	Vizio TV		LAUAVLKT4206570		Broken unable to repair
1	Samsung TV		25HU3CCDA3843Z	37307	Broken unable to repair
1	Bretford Laptop Rolling Cart	Netbook 42		33721	Obsolete Item
1	Bretford Laptop Rolling Cart	Netbook 42		33704	Obsolete Item

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	2-Drawer File Cabinet				Broken unable to repair
1	Cornelius Reach in Refrigerator	VR-26-Beu-GAT-RH	40A0711VC389		Broken unable to repair
1	Teacher Desk				Broken unable to repair
1	Cabinet				Broken unable to repair
3	Old Couches				Broken unable to repair
3	Big Tables				Broken unable to repair
10	Student Desks				Broken unable to repair
12	Chairs				Broken unable to repair
1	Metal Storage Cabinet				Broken unable to repair
4	Bookshelves				Broken unable to repair
1	1990 GMC Pick up Truck	Svc Body, 1T	VIN# 1GDHC34K1LE546820	162-A	Broken unable to repair
1	1990 GMC Pick up Truck	Svc Body, 1T	VIN# 1GDHC34KXLE546475	163-A	Broken unable to repair
1	Metal Book Shelf				Broken unable to repair
2	Metal File Cabinets				Broken unable to repair
1	Black Milk Cooler				Broken unable to repair
1	Black Food Cart				Broken unable to repair
1	White Rolling Cart				Broken unable to repair
1	Metal Shelft Unit				Broken unable to repair
2	Tables				Broken unable to repair
1	Wooden Rolling Cart				Broken unable to repair



IV. 44. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.

Supporting Documents



A. Employments

Employee	Assignment	Salary Rate	Service Begins
Aguiniga Campos, Javier	Teacher Downey Prob. II	\$97,056	8/09/2021
Cohen, Kristofer	Teacher Doty Prob. II	\$71,717	8/09/2021
Cornell, Jonathan	Teacher – RSP Warren Prob. II	\$93,902	8/09/2021
Espina, Marlon	Teacher Doty Prob. II	\$80,424	8/09/2021
Goldsmith, Desiree	Teacher – RSP Stauffer Prob. II	\$91,733	8/09/2021
Pacheco, Raelynn	Teacher – SBC Basic Skills Alameda Prob. II	\$73,899	8/09/2021
Partnoff, Steven	Teacher Griffiths Prob. II	\$85,223	8/09/2021
Pulido, Roberto	Teacher – RSP Rio Hondo Prob. II	\$83,049	8/09/2021
Salazar, Jairo	Teacher – SDC Warren	\$78,242	8/09/2021

A. Employments (cont.)

Employee	Assignment	Salary Rate	Service Begins
Stevenson, Jody	Teacher – ASL Warren Prob. II	\$76,064	8/09/2021
Trejo, Gabriel	Teacher Warren Prob. II	\$103,354	8/09/2021

B. Employments (Temporary)

APEX SUMMER SCHOOL TRAINING - District, \$37.30 Per Hour, 2020-21 School Year

Adame, Cindy Alexander, Scott Baca, Teresa Beaver II, George Broun, Kevin Candelas, Nicholas Curiel, Joe Dussan, Liliana Hudson, Jennifer Lara, Edward Marshall, Scott Muller, Justin Nieto Viteri, Grace Ortiz, Jessica Pardo, Jakilin Ramirez-Silva, Claudia Rand, Mark Rios, Misty Sanders, Nicole Tendler, Joey Trujillo, Pedro

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

AVID CERTIFICATION - District, \$37.30 Per Hour, 2020-21 School Year

Arnold, Jeffrey Baltazar, Luz Bhakta, Bageshree Black, Katie Carter, Kathleen Cha, David Cohen, Kristofer Dayhoff, Laurie Deichman, Kyle Dodge, Kevin Driscoll, Loren Espina, Marlon Fisher, Stephanie Gomez, Erica Harris, Andrea Hedden, David

Hille, Lorine Im, Chandaramo

Johnson, Nanette

Karout, Sarah

Konoske, Joseph

Lima, Adair

Lopez, Karla

Lundsberg, Megan

Mack, Deanna

Macomber, Andra

Malick-Perez, Tracy

Mallory, Robert

Manzanares, Marvin

Maples, Sara

Mendez, Daniel

Orejel, Edgar

Romero, Julie

Santa Cruz, Juliet

Trejo, Raymundo

B. Employments (Temporary) (cont.)

_			Service
Employee	Assignment	Salary Rate	Begins
			- 3

AVID CERTIFICATION - District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Tse, Esther Tse, Paul White, Cyndi Wolfe, Jeanetta

CLASS ARTICULATION CARDS - \$37.30 Per Hour, 2020-21 School Year

Gauldin

Ananias, Debbie

Bauer, Liliana

Blocker, Allison

Bomgaars, Jenalee

Cabrales, Elizabeth

Carter, Nicole

Cozart, Lindsey

Curcio, Heather

Flores-Stendahl, Carmina

Garrido, Stephanie

Girardin, Kathleen

Gutierrez, Jillian

Lee, Denise

Martinez, Patricia

Mitchener, Lisa

Morris, Pamela

Ramirez, Nicole

Sanchez, Shelley

Torres, Bethany

Torres, Lauren

Verstegen, Kathleen

Imperial

Alvarado, Angelica

Anderson, Diane

Harris, Jennifer

Olea, Janice

B. Employments (Temporary) (cont.)

		Service
ssignment	Salary Rate	Begins
	ssignment	ssignment Salary Rate

CLASS ARTICULATION CARDS - \$37.30 Per Hour, 2020-21 School Year (cont.)

Imperial (cont.)
Paul, Anne-Mary
Perez, Adriana
Potoma, Brenda
Russell, Anne
Schroeder, Christine
Selvanayagam, Kimberly
Toyoshiba, Suzy
Vidaurrazaga, David
Wright, Julia

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

Nava-Barnes, Alexandra

EXTRA DUTY - 2020-21 School Year

Downey		
Acevedo, Kyle	B. Wrestling Head	\$4,253.00 Per Year
Acevedo, Kyle	B. Wrestling Frosh	\$2,539.00 Per Year
Aguiniga Campos, Javier	G. Soccer Head	\$4,358.00 Per Year
Aguiniga Campos, Javier	G. Soccer JV	\$3,049.00 Per Year
Aguiniga Campos, Javier	G. Soccer Frosh	\$2,573.00 Per Year
Amaya, Alyssa	B. Swim Assist.	\$2,325.00 Per Year
Bean, Jason	B. Golf Head	\$3,301.00 Per Year
Bean, Jason	G. Golf Head	\$3,301.00 Per Year
Castro, Salomon	G. Swim Head	\$3,301.00 Per Year
Delhousay, Shaun	B. Swim Head	\$3,301.00 Per Year
Ellis, Tyler	B. Basketball Assist.	\$2,892.00 Per Year
Gleason, Robert	B. Track Head	\$4,430.00 Per Year
Gonzalez, Jesus	Baseball Head	\$4,711.00 Per Year
Harris, Nathan	G. Basketball Head	\$4,820.00 Per Year
Karzen, Micah	G. Basketball JV	\$3,373.00 Per Year
Karzen, Micah	G. Tennis Head	\$3,569.00 Per Year
Lostetter, Matthew	B. Volleyball JV	\$2,783.00 Per Year

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
EXTRA DUTY - 202	0-21 School Year (cont.)		
Downey (cont.)			
Martinez, David	Baseball Assist.	\$2,827.00 Per Y	'ear
Massey, Anthony	B. Basketball JV	\$3,373.00 Per Y	
McCarthy, Robert	B. Volleyball Head	\$3,977.00 Per Y	
McCarthy, Robert	G. Beach Volleyball	\$3,212.00 Per Y	
McFadyen, lan	B. Soccer JV	\$3,049.00 Per Y	
Mires, Marvin	G. Lacrosse Head	\$4,054.00 Per Y	
Mires, Marvin	B. Soccer Head	\$4,358.00 Per Y	'ear
Overgaauw, Amy	G. Track Head	\$4,430.00 Per Y	'ear
Park, Byung	B. Tennis Head	\$3,569.00 Per Y	
Ramos, Brianna	Softball Assist.	\$2,827.00 Per Y	
Rand, Mark	G. Golf JV	\$2,266.00 Per Y	
Rand, Mark	B. Golf JV	\$2,266.00 Per Y	
Rauls, Ashley	Comp. Cheer Head	\$3,314.00 Per Y	'ear
Rios, Roger	G. Wrestling Head	\$4,253.00 Per Y	'ear
Rosales, Mario	Baseball Frosh	\$2,827.00 Per \	
Shelton, Larry	B. Basketball Head	\$4,820.00 Per Y	ear ear
Williams, Steven	B. Track Frosh	\$2,811.00 Per Y	
Warren			
Brogden, Gerald	B. Wrestling Head	\$4,253.00 Per \	ear ear
Brogden, Gerald	G. Wrestling Head	\$4,253.00 Per \	ear ear
Buell, Joshua	B. Golf Head JV	\$2,266.00 Per \	/ear
Buell, Joshua	G. Golf Head JV	\$2,266.00 Per \	ear ear
Del Rosario, Conrad	B. Tennis Head	\$3,569.00 Per \	
Dussan, Liliana	G. Soccer Head	\$4,358.00 Per \	
Francisco, George	B. Tennis JV	\$2,621.00 Per \	
Gutierrez, Ruben	B. Wrestling Frosh	\$2,539.00 Per \	
Gutierrez, Ruben	G. Wrestling Frosh	\$2,539.00 Per `	
Holder, Jessie	B. Volleyball Frosh	\$2,386.00 Per \	
Lane, Scott	B. Volleyball Varsity	\$3,977.00 Per `	
Medina, Ryan	B. Wrestling JV	\$2,997.00 Per `	
Medina, Ryan	G. Wrestling JV	\$2,997.00 Per `	
Mercado, David	Baseball Frosh-Soph	\$2,827.00 Per `	
Pearson, Scott	Baseball Head	\$4,711.00 Per `	
Porter, Sandra	G. Tennis Head	\$3,569.00 Per '	Year

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins
EXTRA DUTY - 2020-2	21 School Year (cont.)		
Warren (cont.)			
Rodriguez, Eduardo	Softball Frosh-Soph	\$2,827.00 Per Y	'ear
Salazar, Jairo	G. Soccer JV	\$3,049.00 Per Y	'ear
Salazar, Luis	G. Soccer Frosh-Soph	\$2,573.00 Per Y	'ear
Schmid, Tina	B. Golf Head Varsity	\$3,301.00 Per Y	'ear
Singh, Daniel	B. Track Assist.	\$2,659.00 Per Y	'ear
Sonico, Kendall	B. Volleyball JV	\$2,783.00 Per Y	'ear
Soto-Castillo, Karlo	B. Soccer JV	\$3,049.00 Per Y	'ear
Starksen, Mary	Softball Head	\$4,711.00 Per Y	'ear
Trejo, Raymundo	G. Tennis JV	\$2,621.00 Per Y	'ear
Waldron Jay	G. Track Head	\$4,430.00 Per Y	'ear
Webb, John	B. Swimming Head	\$3,301.00 Per Y	'ear
Webb, John	G. Swimming Head	\$3,301.00 Per Y	'ear

FAFSA PARENT MEETING - Warren, \$55.00 Per Hour, 2020-21 School Year

Ahumada-Cordova, Iliana Baltazar, Luz Benitez, Carlos Lima, Adair Ortiz, Rochelle Richert, Lyzeth White, Cyndi

INCOMING KINDER ASSESSMENTS - Gauldin, \$150.00 Per Day, 6/02/21-8/07/21

Kvale, Natalie

INTERVENTIONIST - Old River, \$175.00 Per Day, 2020-21 School Year

Saxton, Samantha

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
MASTER TEACHER - 2	020-21 School Year		
Baltazar, Richard	CAL State Long Beach	\$300.00	
Cozart, Lindsey	CAL State Long Beach	\$320.00	
Creed, Kendra	CAL State Long Beach	\$300.00	
Curcio, Heather	CAL State Long Beach	\$320.00	
Donahue, Matthew	CAL State Long Beach	\$200.00	
Hollington III, Thomas	CAL State Long Beach	\$300.00	
Holmes, William	CAL State Long Beach	\$200.00	
Korduner, Karen	CAL State Long Beach	\$100.00	
Latham, Daniel	CAL State Long Beach	\$200.00	
Lee, Denise	CAL State Long Beach	\$320.00	
Liakopoulos, Dimitra	CAL State Long Beach	\$200.00	
Maples, Sara	CAL State Long Beach	\$300.00	
Mitchener, Lisa	CAL State Long Beach	\$320.00	
Peck, Amanda	CAL State Long Beach	\$200.00	
Roldan, Nadia	CAL State Long Beach	\$200.00	
Saikali, Rola	CAL State Long Beach	\$200.00	
Sanchez, Shelley	CAL State Long Beach	\$320.00	
Skutt, Brianna	CAL State Long Beach	\$200.00	
Ulloa, Maricella	CAL State Long Beach	\$240.00	
Verstegen, Kathleen	CAL State Long Beach	\$320.00	

ORTHOPEDIC IMPAIRMENT CONSULTANT ESY - District, \$80.00 Per Hour, 6/02/21-8/07/21

Jones, Cynthia

SKILLS USA NATIONALS - District, \$1,585.00 Per Year, 6/02/21-6/30/21

Armendariz, Cesar Benedic, Angelica Casillas, Rosa Davenport, Henry Ibarra-Alvarez, Clotilde Kendall, Kevin Menjivar, Frank Quintero, David

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

SKILLS USA NATIONALS - District, \$1,585.00 Per Year, 6/02/21-6/30/21 (cont.)

Storey, Danielle Vadgama, Frida Yamasaki, Glenn Zessau, Christian

SUBSTITUTE TEACHER - District, \$175.00 Per Day, 2020-21 School Year

Ferreira, Karen Gutierrez, Christopher

<u>SUMMER SCHOOL/ESY APE TEACHER</u> – District, \$58.66 Per Hour, 2020-21 School Year

Gayer, Billie Hinostro, Margarita Peck, Amanda Skutt, Brianna Zapien, Ruby

SUMMER SCHOOL/ESY COUNSELOR - Doty, \$58.66 Per Hour, 6/02/21-7/30/21

Hill, Barbara Persico-Donahue, Gianna

SUMMER WORK COLLEGE & CAREER READINESS - District, 6/02/21-8/07/21

Evensen, Sarah Charlotte \$539.43 Per Diem LaPorta, Karlin \$592.96 Per Diem

<u>TIP CONSULTING TEACHER COORDINATOR</u> – District, \$1,638.00 Per Year, 2021-22 School Year

Bowen, Christopher

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

TRANSLATOR FOR PARENT MEETING - Rio Hondo, \$37.30 Per Hour, 2020-21 School Year

Lazaro, Kathryn

TUTORING - Alameda, \$37.30 Per Hour, 2020-21 School Year

Garcia, Minerva

UNIT ALIGNMENT - District, \$37.30 Per Hour, 2020-21 School Year

Cook, Nicole Estrada, Lilly Hulls, Mindy Rowe, Sara Selvanayagam, Kimberly

C. Leave of Absence

Employee	From	То	Effective
King, Jennifer	Teacher Downey \$84,778	FMLA W/O Pay	5/06/21- 6/01/21
Loza, Susana	Teacher – SDC Old River \$89,561	FMLA W/O Pay	5/24/21- 6/01/21
Loza, Susana	FMLA W/O Pay	FMLA W/O Pay	8/09/21- 10/15/21
Worthy, Jessica	Teacher Griffiths \$84,778	AB375 – Child Bonding	5/21/21- 6/01/21

D. Reassignments

Employee	From	То	Effective
Beck, Natasha	FMLA W/O Pay	Teacher – El Alameda \$103,799	6/01/21
Cheatham, Jasmin	FMLA W/O Pay	Teacher – El Alameda \$87,391	6/01/21
Valladarez, Jazmin	AB375 – Child Bonding	Teacher Williams \$89,116	5/24/21
Velazco, Margarita	AB375 – Child Bonding	Teacher Sussman \$96,611	6/01/21
	E. Termination	<u>ns</u>	
Employee	Assignment	Effective	Reason
Murray, Daniel	Teacher – CTE Downey \$50.60 Per Hour	6/02/21	Service Retirement

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Hermosillo, Evelyn	Instruct. AsstMassage	\$2,974.00 mo.	06/01/21
(New Position)	Adult School	(59.38%)	
Jaco, Mirna	Sr. Instr. AsstSign Lang.	\$3,273.00 mo.	05/28/21
(Rpl. S. Casas)	DHH Program	(81.25%)	
Rios-Ewing, Jocelyn (New Position)	Communications Spec. Superintendent's Office	\$6,032.00 mo. (100%)	06/01/21

B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Alegria, Justin	Strength & Cond. Coach Downey High	\$19.500 hr.	05/26/21- 06/30/21
Chan, Joshua	Student Helper Downey High	\$14.000 hr.	06/01/21- 08/31/21
Corona, Monica (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	05/20/21
Esparza, Joshua	Victory w/Honors Training Downey High	Not to exceed \$149.20	05/15/21
Iniguez-Perez, Xochitl (Working out of class as needed)	Sr. Instruct. AsstBC Bil. Warren High	\$4,184.00 mo.	05/03/21
Martinez, Briana	Student Helper Downey High	\$14.000 hr.	06/01/21- 08/31/21
Orozco, Victoria (Working out of class as needed)	Sr. Instruct. AsstS/MH Bil. Griffiths	\$4,084.00 mo.	05/12/21

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Sanchez, Patricia (Working out of class as needed)	School Office Manager Lewis	\$4,613.00 mo.	05/03/21
Vinson Lopez, Sarah (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	05/24/21
Vinson Lopez, Sarah (Substitute)	Sr. Instruct. AsstBC Varies	\$18.883 hr.	05/17/21
Wilson, Shirley (Limited-Term assignment)	ASB Accounting Tech. Warren High	\$24.121 hr.	05/17/21- 10/17/21
COACH - Downey High S	chool, Not to Exceed Stipe	end	
Aldape, Jose Andreasen, Jack Baldwin, Barry Borlongan, Matthew Esparza, Joshua Estrada, Olivia	JV Wrestling JV Baseball Freshman Basketball Freshman Volleyball JV Tennis Asst. Track	\$2,997.00 \$3,299.00 \$2,892.00 \$1,193.00 \$2,621.00 \$2,659.00	02/01/21-05/15/21 02/01/21-05/29/21 02/01/21-05/22/21 02/01/21-05/15/21 02/01/21-05/15/21 02/01/21-05/29/21
Garcia, Edgardo Guerrero, Jorge Guerrero, Jorge Guier, Ronn Hahn, Christopher Kosarich, John	Head Softball Freshman Wrestling JV Wrestling Asst. Basketball Freshman Volleyball Frosh Track	\$4,711.00 \$2,539.00 \$2,997.00 \$2,892.00 \$1,193.00 \$2,811.00	02/01/21-05/29/21 02/01/21-05/15/21 02/01/21-05/15/21 02/01/21-05/22/21 02/01/21-05/15/21 02/01/21-05/29/21
Lopez, Marissa Majano Velasquez, Bryan Mora, Jose Paik, Connie Puga, Jorge Villa, Uriel Zabala-Salazar, Vanessa	JV Lacrosse Freshman Soccer JV Softball JV Tennis Asst. Track Asst. Swimming Frosh-Soph Softball	\$2,761.00 \$2,573.00 \$3,299.00 \$2,621.00 \$2,659.00 \$2,325.00 \$2,827.00	02/01/21-05/22/21 02/01/21-05/08/21 02/01/21-05/29/21 02/01/21-05/15/21 02/01/21-05/29/21 02/01/21-05/22/21 02/01/21-05/29/21

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
COACH - Warren High	School, Not to Exceed Stip	end	
Alshekh, Yousif	Freshman Basketball	\$2,892.00	02/01/21-05/22/21
Bravo, Yvette	Asst. Softball	\$2,778.00	08/20/20-05/26/21
Carrillo, Christopher	Asst. Swimming	\$2,285.00	03/30/21-05/13/21
Diaz Perez, Faustino	Track Frosh	\$2,763.00	08/12/20-05/21/21
Gearing, Debra	Asst. Swimming	\$1,142.50	04/02/21-05/13/21
Gutierrez, Emily	Asst. Track	\$1,306.50	08/12/20-05/21/21
Lara, Cynthia	Freshman Basketball	\$2,842.00	04/21/21-05/20/21
LeFlore, Zaiid	Head Basketball	\$4,737.00	08/12/20-05/20/21
Nava, Jose	JV Baseball	\$3,242.00	08/12/20-05/26/21
Olivas, Stephanie	JV Baseball	\$3,242.00	08/12/20-05/26/21
Palmer, Rachel	Head Basketball	\$4,737.00	08/12/20-05/20/21
Pena-Diaz, Miguel	Freshman Soccer	\$2,529.00	08/12/20-05/05/21
Pena-Diaz, Miguel	Head Soccer	\$4,283.00	08/12/20-05/05/21
Perez, Madison	Asst. Swimming	\$1,142.50	08/12/20-05/13/21
Ramirez, Ramon	Head Track	\$4,354.00	08/12/20-05/21/21
Sanchez, Santiago	Asst. Basketball	\$2,778.00	08/12/20-05/26/21
Secaida, Jorge	Freshman Basketball	\$2,842.00	08/12/20-05/20/21
Sitan, Richard	Asst. Track	\$1,306.50	08/12/20-05/21/21
Tidwell, Aaron	Frosh Track	\$2,763.00	08/12/20-05/21/21
Trammell, Charles	JV Basketball	\$3,315.00	08/12/20-05/20/21
Vaaulu, Frances	Asst. Basketball	\$2,842.00	08/12/20-05/20/21
Vaaulu, Frances	JV Basketball	\$3,315.00	08/12/20-05/20/21
Williams, KeShawn	Asst. Basketball	\$2,842.00	08/12/20-05/20/21

CUSTODIAN - Substitute, \$19.747 Per Hour, 06/01/21

Bradley, Donny Caulton, Tiffany Matthew Day, Wayne Goodloe, Tahlaya Pena, Santiago Tapia, Esteban Tapia, Jose

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
FOOD SERVICE ASS	ISTANT - Substitute, 06/01/2	1-07/15/21	
Barnes, Ishis		\$17.158 hr.	
Casillas, Alejandra		\$18.894 hr.	
Contreras, Arlene		\$17.994 hr.	
Garcia, Martha		\$18.894 hr.	
Gendreau, Elizabeth		\$17.994 hr.	
Guzman, Elsa		\$17.994 hr.	
	C. Leaves of Ab	sence	
Employee	Assignment	Effective	Reason
NJ4109712	Campus Security Asst. Downey High	05/27/21- TBD	Paid Admin Leave
	D. Terminations	<u>3</u>	
	A Company Research Company Company		Danner
Employee	Assignment	Effective	Reason
Employee Ballon, Nancy	Student Supv. Asst.	05/08/21	Voluntary
			Voluntary
	Student Supv. Asst.		



IV. 45. AUTHORIZE the service of the Program Specialist, as submitted, assigned on a Subsequent Variable Term Waiver for Education Code Section 44266, effective July 1, 2021 through June 30, 2022.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE: June 15, 2021

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

FROM: Alyda Mir, Assistant Superintendent

SUBJECT: SUBSEQUENT CREDENTIAL WAIVER (EDUCATION CODE SECTION

44266)

ACTION ITEM

In accordance with Education Code Section 44266, the District has asked for a Subsequent Variable Term Waiver Request Pupil Personnel Services – School Counseling for the following Program Specialist – Autism Behavior for Grades K-12, effective July 1, 2021 through June 30, 2022:

<u>District Office – Special Education</u>

Miller, Kevin

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the Program Specialist, as submitted, assigned on a Subsequent Variable Term Waiver for Education Code Section 44266, effective July 1, 2021 through June 30, 2022.



IV. 46. ACCEPT the names and amounts of those classified employees who are eligible to receive the Professional Growth Award for the five-year period ending June 30, 2021; and APPROVE payment thereof.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources / Personnel Commission

DATE:

June 15, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: CLASSIFIED EMPLOYEES ELIGIBLE TO RECEIVE PROFESSIONAL

GROWTH AWARD IN 2021

ACTION ITEM

Submitted for approval are names of classified employees who have completed the five-year Professional Growth Program. The Professional Growth Review Committee and the Professional Growth Advisor have reviewed the completed programs of these employees and determined that the applicants have satisfied all the requirements in accordance with AR 5231 for their Professional Growth Program ending June 30, 2021.

As stated in AR 5231, the following employees have qualified and are eligible to receive the Professional Growth Award in one lump sum on July 1 of each year. The date of the payment is designated by the Superintendent of the Downey Unified School District.

The amount each employee is to receive is prorated on the number of hours assigned per day and the months employed during the year.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT the names and amounts of those classified employees who are eligible to receive the Professional Growth Award for the five-year period ending June 30, 2021; and APPROVE payment thereof.

Employees Eligible to Receive Professional Growth Award

June 15, 2021

First Program Completed

Ciara Campos Ashley Cook Ernesto Estrada-Cruz Lafleche Giasson Gail Gramling Kelly Lancaster Hismelda Macias Jessica Martin Guadalupe Meraz Maria Reynoso Sandra Velazquez	\$ 645.84 593.75 1,000.00 1,000.00 1,000.00 916.67 916.67 916.67 1,000.00 781.25
Second Program Completed	
Sandra Carbajal Bertha Egurvide Jose Garcia Alma Martinez	\$ 1,800.00 1,800.00 1,800.00 1,031.25
Third Program Completed	
Stephanie Rodriguez Dale Schrudder Tamara Shilling	\$ 1,625.00 2,400.00 1,625.00



VI. 1. ADOPT Resolution No. 202021-23, to establish a Student Activity Special Revenue Fund (08.0).



Supporting Documents



Downey Unified School District

RESOLUTION NO. 202021-23

RESOLUTION TO ESTABLISH A STUDENT ACTIVITY SPECIAL REVENUE FUND (08.0)

WHEREAS, the Governmental Accounting Standard Board Statement No. 84 (GASB 84) was issued in January 2017, and is effective Fiscal Year (FY) 2020-21; and

WHEREAS, the requirements were established to improve identification of fiduciary activity reporting by state and local governments; and

WHEREAS, it was determined that the District has administrative involvement and meets the definition for fiduciary activity in accordance with GASB 84 for the Associated Student Body Organizations (ASBs);

WHEREAS, the District is required to follow guidelines provided by California Department of Education (CDE) on identifying fiduciary activities, and how reporting requirements in the FY 2020-21 Unaudited Actuals, and Audited Financial Statements will be affected;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Downey Unified School District hereby resolves to establish a Student Activity Special Revenue Fund (08.0).

BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT

Martha E. Sodetani, Clerk

ADOPTED this 15th day of June, 2021



VI. 2. ADOPT Resolution No. 202021-24, Designation of Specific Material, Product, Thing, or Service for Procurement.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 202021-24

DOWNEY UNIFIED SCHOOL DISTRICT DESIGNATION OF SPECIFIC MATERIAL, PRODUCT, THING, OR SERVICE FOR PROCUREMENT (MILLER ELECTRIC MANUFACTURING CO. WELDING EQUIPMENT)

WHEREAS, pursuant to applicable law, the Downey Unified School District ("District") will be awarding a contract, or contracts, for certain welding equipment in order to participate in the K12 Strong Workforce Program for Los Angeles and Orange Counties from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division ("Program");

WHEREAS, the Program calls for the District to implement a career education, K-12 to community college pathway improvement project to prepare District students to connect to in-demand, high-wage occupations in the region, such as welding career education ("Project").

WHEREAS, pursuant to California Public Contract Code section 3400 ("PCC section 3400") and other applicable law, the District wishes to, in specific instances, designate specific materials, products, things, or service in its bids or requests for proposals.

WHEREAS, PCC section 3400 states that a school district cannot limit "the bidding, directly or indirectly, to any one specific concern," unless the District makes a finding that is described in the invitation for bids or proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

- "In order that a field test or experiment may be made to determine the product's suitability for future use." [PCC section 3400(c)(1)]
- "In order to match other products in use on a particular public improvement either completed or in the course of completion." [PCC section 3400(c)(2)]
- "In order to obtain a necessary item that is only available from one source." [PCC section 3400(c)(3)]
- In order to respond to certain emergency situations. [PCC section 3400(c)(4)]

WHEREAS, the District desires to list Miller Electric Manufacturing Co. welding equipment and supplies ("Products") as the only acceptable material, product, thing, or service for the Project, in order to field test the Products for use and compatibility such

that students will be able to seamlessly transition to the challenging lab environment at Cerritos College's top-rated welding program and ultimately to local industry in the region.

WHEREAS, based upon its review and analysis, District staff recommends and requests that the Board determine and establish that the Products be designated for the Project.

NOW, THEREFORE, the Governing Board of the Downey Unified School District hereby finds, determines, declares, orders, and resolves as follows:

- Section 1. That the above recitals are true and correct.
- Section 2. That the Products are the only acceptable material, product, thing, or service for the Project, as the Products must be used in order to field test the Products to match the equipment and materials used at Cerritos College's top-rated welding program. District's procurement of the Products will ultimately help District students prepare for and obtain priority registration at Cerritos College given that the District will be able to match courses, lab environments, and instructional approaches with those at Cerritos College.
- Section 3. That the District's Superintendent, or designee, is authorized and directed to take all steps and perform all actions necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the Downey Unified School District on June 15, 2021, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:		
Attest:	D. Mark Morris, President	_
Martha E. Sodetani, Clerk		



VI. 3. REVIEW and APPROVE the draft revision of the Schedule of Regular Board Meetings for the 2021-22 school year.

Supporting Documents



Downey Unified School District

SCHEDULE OF REGULAR BOARD OF EDUCATION MEETINGS, 2021-22 REVISED DRAFT

All Board meetings are scheduled to be held in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, commencing at 5:00 p.m., unless otherwise indicated.

Month	<u>Date</u>	<u>Day</u>	Type of Meeting
July	15	Thursday	Regular (4:00 p.m.)
August	3	Tuesday	Regular (4:00 p.m.)
September	7	Tuesday	Regular
October	5	Tuesday	Regular
November	2	Tuesday	Regular
December	14	Tuesday	Organizational
January	11	Tuesday	Regular
February	9	Wednesday	Regular
March	8	Tuesday	Regular
April	5	Tuesday	Regular
May	10	Tuesday	Regular
June	7 21	Tuesday Tuesday	Regular (8:30 a.m.) Regular



VII. 2. APPROVE Downey Adult School Career and Education Center to offer new CTE programs:



Quick Summary / Abstract

- Certified Nurse Assistant (160 hours)
- Certified Nurse Assistant and Phlebotomy (240 hours)
- Home Health Aide (40 hours)
- Home Health Aide (120 hours)

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE: June 15, 2021

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

FROM: Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Education

Prepared by: Blanca Rochin, Principal, Downey Adult School

SUBJECT: DOWNEY ADULT SCHOOL CAREER AND EDUCATION CENTER NEW

CTE PROGRAMS

ACTION ITEM

Downey Adult School has achieved, and maintains, an excellent reputation as a leading Career Technical Education training site. The demand for Certified Nurse Assistant and Home Health Aide Training programs is very high and Downey Adult School has been approached by the Southeast Los Angeles County Workforce Development Board (SELACO – WDB) to provide the listed CTE programs. Furthermore, SELACO – WDB has secured federal grant monies to offset training costs to unemployed and underemployed individuals seeking a career as a Certified Nurse Assistant or Home Health Aide.

- Certified Nurse Assistant (160 hours)
- Certified Nurse Assistant and Phlebotomy (240 hours)
- ➤ Home Health Aide (40 hours)
- Home Health Aide (120 hours)

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Downey Adult School Career and Education Center to offer the new CTE Programs.

- Certified Nurse Assistant (160 hours)
- Certified Nurse Assistant and Phlebotomy (240 hours)
- > Home Health Aide (40 hours)
- > Home Health Aide (120 hours)

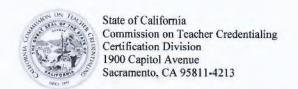


VIII. 1. APPROVE Declaration of Need for Fully Qualified Educators for the 2021-22 school year.



Supporting Documents





Email: credentials@ctc.ca.gov Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need	for year: 2021-2022	
Revised Declaration of Need	for year:	
FOR SERVICE IN A SCHOOL	DISTRICT	
Name of District: Downey Unif	ied School District	District CDS Code: 64451
Name of County: Los Angeles		County CDS Code: 19
By submitting this annual decla	aration, the district is certifying the followin	
A diligent search, as de-	efined below, to recruit a fully prepared teac	ther for the assignment(s) was made
 If a suitable fully prepare to recruit based on the 		istrict, the district will make a reasonable effort
held on 06 /15 /21 certification specified employment criteria	fying that there is an insufficient number of	aration at a regularly scheduled public meeting of certificated persons who meet the district's rm. The attached form was part of the agenda,
force until June 30, 2022 Submitted by (Superintendent,		by the board. The declaration shall remain in
Alyda Mir	6:	Assistant Superintendent
Name 562-469-6546	Signature 562-469-6543	Title
Fax Number	Telephone Number	Date
11627 Brookshire Avenue, D	owney, CA 90241	
	Mailing Address	
almir@dusd.net		
	EMail Address	
FOR SERVICE IN A COUNTY	OFFICE OF EDUCATION. STATE AGEN	CY OR NONPUBLIC SCHOOL OR AGENCY
Name of County		
		County CDS Code

specified above adopted a declarati such a declaration would be made	on on / / , at least 72 ho	f the State Agency or the Director of the NPS/NPA ours following his or her public announcement that ient number of certificated persons who meet the ition(s) listed on the attached form.
The declaration shall remain in	force until June 30, 2022	
► Enclose a copy of the public a Submitted by Superintendent, Dire		
Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
issued for service with the emp AREAS OF ANTICIPATED NEED Based on the previous year's actua the employing agency estimates it Need for Fully Qualified Educator This declaration must be revised by	FOR FULLY QUALIFIED EDUCATE needs and projections of enrollment will need in each of the identified as. This declaration shall be valid only	ORS t, please indicate the number of emergency permits areas during the valid period of this Declaration of y for the type(s) and subjects(s) identified below. al number of emergency permits applied for exceeds
issued for service with the emp AREAS OF ANTICIPATED NEED Based on the previous year's actua the employing agency estimates it Need for Fully Qualified Educator This declaration must be revised by	FOR FULLY QUALIFIED EDUCATE needs and projections of enrollment will need in each of the identified as. This declaration shall be valid only the employing agency when the total approval is required for a revision.	ORS t, please indicate the number of emergency permits areas during the valid period of this Declaration of y for the type(s) and subjects(s) identified below.
AREAS OF ANTICIPATED NEED Based on the previous year's actua the employing agency estimates it Need for Fully Qualified Educator This declaration must be revised by the estimate by ten percent. Board Type of Emergency P	FOR FULLY QUALIFIED EDUCATE needs and projections of enrollment will need in each of the identified as. This declaration shall be valid only the employing agency when the total approval is required for a revision.	ORS t, please indicate the number of emergency permits areas during the valid period of this Declaration of y for the type(s) and subjects(s) identified below. al number of emergency permits applied for exceeds
AREAS OF ANTICIPATED NEED Based on the previous year's actuathe employing agency estimates it Need for Fully Qualified Educator This declaration must be revised by the estimate by ten percent. Board Type of Emergency P CLAD/English Learne holds teaching credenti	FOR FULLY QUALIFIED EDUCATE needs and projections of enrollment will need in each of the identified as. This declaration shall be valid only the employing agency when the total approval is required for a revision.	ORS t, please indicate the number of emergency permits areas during the valid period of this Declaration of y for the type(s) and subjects(s) identified below. al number of emergency permits applied for exceeds Estimated Number Needed
AREAS OF ANTICIPATED NEED Based on the previous year's actuathe employing agency estimates it Need for Fully Qualified Educator This declaration must be revised by the estimate by ten percent. Board Type of Emergency P CLAD/English Learner holds teaching credential	FOR FULLY QUALIFIED EDUCATOR needs and projections of enrollment will need in each of the identified as. This declaration shall be valid only the employing agency when the total approval is required for a revision. Example 1. Authorization (applicant already al)	t, please indicate the number of emergency permits areas during the valid period of this Declaration of y for the type(s) and subjects(s) identified below. al number of emergency permits applied for exceeds Estimated Number Needed 6
AREAS OF ANTICIPATED NEED Based on the previous year's actuathe employing agency estimates it Need for Fully Qualified Educator This declaration must be revised by the estimate by ten percent. Board Type of Emergency P CLAD/English Learner holds teaching credential Bilingual Authorization credential) List target language	FOR FULLY QUALIFIED EDUCATOR needs and projections of enrollment will need in each of the identified as. This declaration shall be valid only the employing agency when the total approval is required for a revision. The Authorization (applicant already al) In (applicant already holds teaching)	t, please indicate the number of emergency permits areas during the valid period of this Declaration of y for the type(s) and subjects(s) identified below. al number of emergency permits applied for exceeds Estimated Number Needed 6

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	8
Special Education	10
TOTAL	18

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school
 district
- · An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	No
If no, explain.		
Does your agency participate in a Commission-approved college or university internship program?	Yes	No 🔘
If yes, how many interns do you expect to have this year? 14		
If yes, list each college or university with which you participate in CSUDH, CSULB, CSUF, Cal Poly Pomona, Azusa Pacific, Loyol		