

Regular Board of Education Meeting

July 15, 2021 4:00 p.m.

How to Connect to the Meeting electronically/telephonically:

Zoom Information:

https://dusd-net.zoom.us/j/86783301794?pwd=UjF2RmxiU1lsZXhiQnZ2T0h5ZDZ5dz09

Passcode: 685813

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

Webinar ID: 867 8330 1794

Passcode: 685813

In Person Public Comment:

Persons who want to comment on agendized items or topics not included on the agenda are requested, but not required, to provide name and subject matter upon which you wish to speak. Please limit your comments to no more than three (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.



AGENDA

To connect to the meeting electronically see information below: https://dusd-net.zoom.us/j/86783301794?pwd=UjF2RmxiU1lsZXhiQnZ2T0h5ZDZ5dz09 Passcode: 685813

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I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. D. Mark Morris, President of the Board of Education, at 4:00 p.m. on Thursday, July 15, 2021, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, 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. Linda Salomon Saldaña, 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

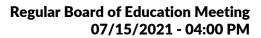
John A. Garcia, Jr., Ph.D.

5. ADOPT Agenda #1 for the Regular Meeting of the Board of Education held on July 15, 2021.



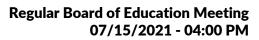
II.

6.	APPROVE Official Minutes of the Regular Board of Education Meeting held June 15, 2021, as submitted or with necessary corrections.	13
7.	HEAR presentation from John Harris, Director of College and Career Readiness, on Career Technical Education (CTE) updates.	
8.	RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.	
9.	HEAR Oral Communications from Members of the Board of Education and Superintendent.	
10.	HEAR Public on items not appearing on the Agenda.	
. cc	ONSENT AGENDA	
1.	ACCEPT with gratitude and in accordance with Board Policy 6372 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.	27
3.	APPROVE Settlement Agreement for OAH Case No. 2021040964.	
4.	APPROVE the Spring 2021 Consolidated Application Data Collection.	29
5.	APPROVE proposed revisions to Administration Regulation 5241, Classified Management and Confidential Salary Schedule, effective July 1, 2021.	32
6.	AUTHORIZE revised signatories, as presented, to become effective July 1, 2021, and to remain in effect until subsequent action is taken by the Board of Education.	34
7.	RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from June 2, 2021 through June 28, 2021.	40
8.	RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from June 2, 2021 through June 28, 2021.	42
9.	RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center work performed by Classified Personnel, Adult School, and Food Services for the month of May 2021, covered by Payroll Orders issued through June 2021.	44
10.	RATIFY the B Warrants for Downey Unified School District, falling between Warrant	





	Numbers 20193471 and 20202303 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning June 1, 2021 and ending June 30, 2021.	46
11.	RATIFY First Amendment to Master Agreement No. 202021-118 with Marx Brothers Fire Extinguisher Company, Inc., to provide semi-annual inspection and certification of school bus fire suppression systems from July 1, 2020 through June 30, 2021.	48
12.	RATIFY First Amendment to Service Agreement No. 202021-248 with Speechcom, Inc., for additional Speech-Language Pathologists services for the DHH Program from August 12, 2020 to June 30, 2021.	50
13.	RATIFY First Amendment to Service Agreement No. 202021-316 with Elizabeth Gallardo, to extend the current contract completion date from May 28, 2021 to be through December 31, 2021.	52
14.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-342 with Erickson-Hall Construction Company, Escondido, to repair and reroute an overhead water line in the N Building Kitchen at Griffiths Middle School, in the amount of \$16,479.03, to be charged to Deferred Maintenance Funds. (under separate cover)	
15.	RATIFY Service Agreement No. 202021-372 with Star of CA LLC for Behavior Intervention Implementation and Behavior Intervention Development services from May 1, 2021 through August 1, 2021.	54
16.	RATIFY Service Agreement No. 202021-374 with Dynamic Education Services Inc., for inperson or virtual academic instruction/tutoring services from June 15, 2021 through June 30, 2022.	59
17.	RATIFY Service Agreement No. 202021-375 with Gunn Psychological Services, Inc., for Independent Educational Evaluation services from June 15, 2021 through October 31, 2021.	64
18.	RATIFY Service Agreement No. 202021-376 with Behavior and Education, Inc. to provide Behavior Intervention Implementation and Behavior Intervention Development services from June 15, 2021 through July 31, 2021.	69
19.	RATIFY Amendment No. 1 to Agreement No. 202122-12 with Apex Learning to provide additional Summer School subscriptions to Apex Curriculum from June 4, 2021 through August 13, 2021.	74
20.	RATIFY Service Agreement No. 202122-28 with Health Management Associates, Inc., to provide professional development for secondary schools from July 1, 2021 through June 30, 2022.	76
21.	APPROVE Service Agreement No. 202122-30 with Teaching Strategies, LLC, to provide	





	Professional Development for the Early Learning Program from July 1, 2021 through June 30, 2022.	81
22.	RATIFY Service Agreement No. 202122-32 with Renaissance Learning, Inc., to provide professional development to implement the Freckle program at Columbus High School from July 1, 2021 through June 30, 2022.	89
23.	APPROVE Service Agreement No. 202122-38 with JAM Corporation to perform NFPA 72 fire alarm testing services at all District school sites from July 1, 2021 through June 30, 2022.	94
24.	RATIFY Service Agreement No. 202122-42 with Alpha Interpreting Agency Corp. to provide certified American Sign Language interpreters as needed to DHH students, effective July 1, 2021 through June 30, 2022.	101
25.	RATIFY Service Agreement No. 202122-43 with Sign Up Interpreting Services, LLC, to provide Communication Access Real-Time Translation (CART) services to DHH students, effective July 1, 2021 through June 30, 2022.	109
26.	APPROVE Service Agreement No. 202122-45 with Total Safety Solutions, LLC, to provide parent education workshops on Cyber Safety from August 1, 2021 through May 31, 2022.	115
27.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-46 with Tony Painting, Garden Grove, to paint the interior of the gymnasium at Downey High School, in the amount of \$48,640.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
28.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-47 with Hendrix Painting, Long Beach, to paint the exterior of the Pace Education Center, in the amount of \$55,850.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
29.	RATIFY Service Agreement No. 202122-48 with the Jewish Family & Children's Services to provide individual and group counseling services to students from July 1, 2021 through June 30, 2022.	120
30.	RATIFY Service Agreement No. 202122-49 with 10-20 Club Inc., for At-Risk Parent/Student Support Outreach services from July 1, 2021 through June 29, 2022.	126
31.	RATIFY Service Agreement No. 202122-56 with AVID for membership fees and AVID Weekly for Secondary from July 1, 2021 through June 30, 2024.	131
32.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-57 with George's Tree & Landscape Service, Downey, to trim large ash trees in center courtyard at Griffiths Middle School, in the amount of \$2,500.00, to be charged to Restricted Maintenance Funds. (under separate cover)	



- 33. RATIFY Agreement for Construction Services (Small Projects) No. 202122-58 with Universal Metro, Inc., Santa Fe Springs, to furnish and install flooring for offices and break room at Old River Elementary School, in the amount of \$29,183.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 34. RATIFY Agreement for Construction Services (Small Projects) No. 202122-59 with Pro-Craft Construction, Inc., Redlands, to remove and replace campus drinking fountains at Downey Adult School, in the amount of \$17,974.36, to be charged to Adult School Funds. (under separate cover)
- 35. RATIFY Agreement for Construction Services (Small Projects) No. 202122-60 with Erickson-Hall Construction Company, Escondido, to provide demolition of interim housing at Griffiths Middle School, in the amount of \$26,382.77, to be charged to Measure O Bond Funds. (under separate cover)
- 36. RATIFY Agreement for Construction Services (Small Projects) No. 202122-61 with Universal Metro, Inc., Santa Fe Springs, to furnish and install flooring in computer lab at Warren High School, in the amount of \$4,762.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 37. RATIFY Service Agreement No. 202122-62 with QuickCaption to provide Communication Access Real-Time Translation (CART) services as needed to DHH students, effective July 1, 2021 through June 30, 2022.

1, 2021 through June 30, 2022.

38. RATIFY Service Agreement No. 202122-66 Olive Crest NPA, to provide Behavior

- Intervention Implementation services from July 1, 2021 through August 3, 2021.
- 39. RATIFY Service Agreement No. 202122-67 with Speechcom, Inc., to provide licensed Speech & Language Pathologists who will provide services to DHH students, effective July 1, 2021 through June 30, 2022.

40. RATIFY the Clinical Affiliation Agreement No. 202122-69 between Chapman University and Downey Unified School District, effective July 1, 2021 through June 30, 2026.

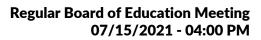
41. APPROVE Agreement No. 202122-76 with CL Consulting, Inc., to provide services related to facilities planning and State facilities funding for modernization and/or new construction projects from July 1, 2021 through June 30, 2022.

construction projects from July 1, 2021 through June 30, 2022.
42. RATIFY Service Agreement No. 202122-83 with Creative Works Consulting to maintain

- Montebello-Downey SELPA website from July 1, 2021 through June 30, 2022.
- 43. APPROVE Agreement for Architectural Services No. 202122-84 with PBK-WLC Architects for services related to the Pace Site Plan Project. (under separate cover)
- 44. APPROVE Agreement for Architectural Services No. 202122-85 with PBK-WLC Architects for services related to the Pace Fire Alarm Project (under separate cover)

154

159



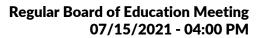


45. APPROVE Agreement No. 202122-86 with JumBula to provide online registration, class management, and credit card processing services for the Little Early Achievers Program (LEAP) from July 1, 2021 through June 30, 2022.	182
46. RATIFY Agreement No. 202122-120 with Hess and Associates, Inc., to provide electronic time reporting and part-time sick balance reporting services to the Budget & Finance Department from July 1, 2021 through June 30, 2022.	188
47. RATIFY Agreement for Construction Services (Small Projects) No. 202122-121 with Musco Sports Lighting, LLC, Oskaloosa, Iowa, to re-lamp the lighting fixtures at Downey ad Warren High Schools, in the amount of \$32,453.10, to be charged to Deferred Maintenance Funds. (under separate cover)	
48. RATIFY Service Agreement No. 202122-122 with Food Safety Systems to provide food and safety sanitation assessments and audits in all school cafeterias from July 1, 2021 through June 30, 2022.	190
49. RATIFY a 60-month lease agreement for the lease of a Xerox AltaLink Model C8155 production multifunction printer/copier, at the monthly lease rate of \$228.76, with a cost-per-copy rate of \$0.005 per black and white copy, and a \$0.05 per color copy, for use in the Financial Services Department, to be charged to the General Fund.	195
50. RATIFY Agreement No. 13030 with the Orange County Superintendent of Schools to provide a 30 to 75-minute program titled Inside the Outdoors - Virtual Program to Lewis Elementary School students from July 1, 2020 through August 21, 2021.	200
51. APPROVE Joint Use Lease Agreement with Downey Foundation for Educational Opportunities for the 2021-22 school year for the use of vacant portable building space at the Manuel Gallegos Administration Center, effective August 8, 2021 through June 30, 2022.	212
52. RATIFY Contract with the Los Angeles County Office of Education to participate in the School-Based COVID-19 Testing grant, effective June 7, 2021 through July 31, 2022. (under separate cover)	
53. RATIFY agreements between Downey Adult School Career and Education Center and the following facilities to furnish practical experience to students enrolled in various adult school programs: Care Dentistry Group/Dentist of Gardena Care Dentistry Group/Gardena Dental Care Care Dentistry Group/Dentist of Torrance Care Dentistry Group/Dentist of West Covina Care Dentistry Group/Dentist of Whittier Harley Deere, MD, Inc. Del Amo Dental Care The Endo House	



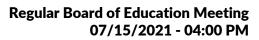
Lakewood Plaza Dental Group Noble Dental Care Pearly Smiles Pediatric Dentistry Salmassian Orthodontics Smooth Dental & Orthodontics Sunshine Family Dentistry Albert Toubia, DDS, Inc. Wilmington Community Clinic (under separate cover)

	(under separate cover)	
54.	APPROVE Agreement for Deaf and Hard of Hearing Services between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Alhambra USD to utilize the services of the Deaf and Hard of Hearing program from July 1, 2021 through June 30, 2022.	227
55.	APPROVE Agreement for Deaf and Hard of Hearing Services between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and El Rancho USD for Deaf and Hard of Hearing program services from July 1, 2021 through June 30, 2022.	239
56.	APPROVE Agreement for Deaf and Hard of Hearing Services between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Norwalk-La Mirada USD for Deaf and Hard of Hearing program services from July 1, 2021 through June 30, 2022.	251
57.	APPROVE Agreement for Deaf and Hard of Hearing Services between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Valle Lindo School District for Deaf and Hard of Hearing program services from July 1, 2021 through June 30, 2022.	263
58.	APPROVE Agreement for Deaf and Hard of Hearing Services between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Whittier Union HSD for Deaf and Hard of Hearing program services from July 1, 2021 through June 30, 2022.	275
59.	APPROVE the renewal of the Alameda County Schools Insurance Group (ACSIG) Self-Funded Participation Agreement for the VSP Vision Program from October 1, 2021 through September 30, 2022.	287
60.	APPROVE the renewal of the Educational Dental Group Enterprise Self-Funded Participation Agreement for the Delta Dental Program with the Alameda County Schools Insurance Group from October 1, 2021 through September 30, 2022.	291
61.	APPROVE the renewal of the refuse/recycling system contract for the 2021-22 fiscal year with CALMET Services, Inc., Paramount, in the amount of \$253,153.20, to be charged to Unrestricted Maintenance Funds.	295





62. AUTHORIZE the advertisement for Bid #21/22-06, Columbus High School Welding Project Phase One, to be charged to Measure O Bond Funds.	297
63. AUTHORIZE the advertisement for Bid #21/22-08, New Culinary Arts Classroom at Sussman Middle School, to be charged to Measure O Bond Funds.	299
64. AWARD Bid #21/22-03, Purchase of Produce Products for the Food Services Department to Gold Star Foods, Ontario, in the anticipated annual amount of \$90,000.00, to be charged to the Food Services Fund.	301
65. AWARD Bid #21/22-01, Purchase or Paper Products for the Food Services Department, to P&R Paper Supply Co., Redlands, in the anticipated annual amount of \$310,000.00, to be charged to the Food Services Fund.	303
66. ACCEPT and APPROVE the use of the Torrance Unified School District Bid #10-04.09.19, Classroom and Office Furniture, with Culver-Newlin School and Office Solutions, Inc., Corona, and McDowell-Craig, Santa Fe Springs, in the anticipated annual amount of \$233,592.00, with no guarantee that this amount will be met or exceeded, to purchase classroom and office furniture on an as-needed basis with the same advantages, terms and conditions.	320
67. RATIFY the award of Bid #21/22-04, Stauffer Middle School Campus Flood Mitigation, to Pro-Craft Construction, Inc., Redlands, in the amount of \$239,000.00, to be charged to Measure O Bond Funds.	322
68. APPROVE Change Order #1 to Purchase Order #PO1-21*182 for miscellaneous fire alarm systems repair parts and services at the request of the Technology Department with JAM Corporation, Monrovia, in the increased amount of \$9,000.00, to be charged to the General Fund.	324
69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-274, to remove and replace chain link fencing and replace fencing fabric at Unsworth Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of \$5,675.00, 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.	326
70. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-338 for tree trimming services at Gallatin Elementary School with V&E Tree Service, Inc., Orange, in the final amount of \$12,400.00, 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.	328
71. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-339, to furnish and install District standard carpeting in rooms DCC-A, DCC-B, and TTC at	





	the Gallegos Administration Center, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$7,677.00, 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.	330
72.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-352, to design and hand-paint murals in the gymnasium at Warren High School, with Murals for Schools, Inc., Huntington Beach, in the final amount of \$16,475.00, to be charged to School Site 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.	332
73.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-371, installation of A/V equipment at Stauffer Middle School, with Digital Networks Group, Lake Forest, in the final amount of \$9,063.97, 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.	334
74.	APPROVE the destruction of Class 1, 2, and 3 Disposable District Records; and APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.	336
75.	APPROVE the transfer of \$80,000.00 from the Unrestricted General Fund to the Property and Liability Self-Insurance Fund.	341
76.	APPROVE the transfer of \$500,000.00 from the Unrestricted General Fund to the Adult Education Fund. \oslash	343
77.	APPROVE the transfer of funds from the Unrestricted General Fund and the Restricted Routine Repair and Maintenance Account to the Deferred Maintenance Fund in an amount approximate to 1%, or \$3,003,754.00, of General Fund expenditures.	345
78.	APPROVE the purchase of specific excess workers' compensation insurance for the 2021-22 fiscal year from State National Insurance Company and Safety National Casualty Corporation.	347
79.	RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.	352
80.	AUTHORIZE the approval of the Committee on Assignments to approve teaching assignments based on special skills and preparation for a maximum of one school year at a time, for the 2021-22 school year, pursuant to Education Code Section 44258.7 (c) & (d).	397
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81	. RATIFY the establishment of two new limited-term positions with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual, assigned to the Innovative Educational Programs department, seven hours per week, at range 415, \$3,356 - \$4,084 per month, effective June 15, 2021 through July 30, 2021.	400
82	. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Sussman Middle School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective Augsut 10, 2021.	402
83	. APPROVE the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Medical, assigned to Lewis Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 10, 2021.	404
III. G	ENERAL ADMINISTRATIVE SERVICES	
1	. ADOPT Resolution No. 202122-01, in recognition of Juneteenth.	406
2	. REVIEW proposed changes to Administrative Regulation 2105, Attendance Boundaries.	408
IV. SF	PECIAL ADMINISTRATIVE - Personnel	
1	. APPROVE the Memorandum of Understanding for a one-time, off-schedule 3% payment calculated on the DEA Unit member's base compensation earned on the 2020-21 salary schedule, to be paid in one increment.	415
2	. APROVE the Memorandum of understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #746 regarding the one-time 3% off-schedule payment dated June 17, 2021.	417
3	. APPROVE a one-time, off-schedule 3% payment calculated on the certificated and classified management, confidential employees, and unrepresented employees based on the compensation earned on their 2020-21 salary schedule, to be paid in one increment.	
V. SF	PECIAL ADMINISTRATIVE - Business	
1	. APPROVE the schedule for elementary school bus stops for the 2021-22 school year.	419
VI. IT	EMS FOR FUTURE AGENDA	
∕II. N	EXT MEETING	
	ne next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, ugust 3, 2021, at 4:00 p.m. in the Grace E. Horney Board Room of the Gallegos	

Administration Center, 11627 Brookshire Avenue, Downey, California.



VIII. CLOSED SESSION

Retire into Closed Session to discuss:

- a. Potential Litigation
- b. Public Employment Certificated Administration/Classified Management
- c. Discipline/Dismissal/Release
- d. Negotiations
- e. Threat to Public Services or Facilities (Government Code Section 54957)
- f. Conference with Real Property Negotiators Possible Joint Use Agreement with the YMCA at Sussman Middle School
- g. Superintendent's Evaluation.

IX. 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.



I. 6. APPROVE Official Minutes of the Regular Board of Education Meeting held June 15, 2021, as submitted or with necessary corrections.

Supporting Documents





Regular Board of Education Meeting 06/15/2021 08:30 AM

Downey Unified School District
Meeting held Virtually - Electronically or
Telephonically
Closed Session at 8:30 a.m. - Open Session at 9:00
a.m.

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/87232652103?pwd=U1pFaUZ6V2hzN0VPZ0t3ZksyRE5MZz09 Passcode: 492559

> To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 872 3265 2103 Passcode: 492559

Persons who want to comment on agendized items or topics not included on the agenda are invited to submit comments via email to <u>publiccomment0615@dusd.net</u> 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).

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 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 was led by Mrs. Linda Salomon Saldaña, Member of the Board of Education.

3. INVOCATION

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

4. ROLL CALL

Present

D. Mark Morris

Barbara R. Samperi

Martha E. Sodetani

Giovanna Perez-Saab

Jose J. Rodriguez - arrived at 8:36 a.m.

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.

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

II. CLOSED SESSION

The Board of Education Retired into Closed Session at 8:37 a.m. to discuss Superintendent's Evaluation and reconvened into Open Session at 9:10 a.m.

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.

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

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

There was no correspondence to be received.

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

Mr. Rodriguez reported that we have a large number of students attending summer school. He thanked all administrators and teachers for providing the extra help this summer. Mr. Rodriguez noted that he is excited to hear all the presentations today, sharing this is his first Board Retreat and is looking forward to learning a lot.

Mrs. Saldaña reported that her kids are currently in summer school and everything seems to be organized. She is excited to see how things in California will be opening up more and hopes we can get back together and see some smiling faces. Mrs. Saldaña noted that she is looking forward to the middle school campus tours.

Mrs. Perez-Saab is happy about the summer school programs we are able to offer our students and is looking forward to the fall when we can get back to normal. She thanked the Food Service staff for supplying our Downey families with food. Mrs. Perez-Saab noted that her son is looking forward to the basketball camps being offered at Downey High School. She reported that Carpenter is providing Spanish literacy information for parents so they can help their students in the bilingual program over the summer. She had the opportunity to attend the meeting with Supervisor Hahn's office regarding the Restorative Care Village where they shared the District's concerns. Mrs. Perez-Saab announced that the City Library is having a reading program this summer and hopes our kids will read during the summer.

Ms. Swenson reported that she is glad that summer school is in session and that many students are taking advantage of it. She thanked Doty Middle School for sending a copy of their yearbook and really enjoyed looking through the pages.

Mrs. Perez-Saab thanked the Doty Middle School PTA for supplying free yearbooks for all students this year.

Mrs. Sodetani also enjoyed the Doty Middle School yearbook. She enjoyed attending all the graduation and promotion ceremonies. Mrs. Sodetani thanked Mr. Milton for the posters for PTA HELPS that list healthy food choices. She reported that our community groups are starting to meet in person again, noting that we are lucky that Downey has so many facilities available.

Mr. Morris thanked our negotiation teams for the amicable negotiations, noting that other districts can have cantankerous negotiations.

Dr. Garcia noted that the promotion and graduation ceremonies were a great way to finish off this year. He reported that today is a big day for California with things opening up and new protocols coming out. Dr. Garcia added that we will be confirming with our families in July to see if they want to come back to in-person learning after we have the updated protocols as we are looking forward to a full return. He wished everyone a wonderful and restful summer.

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

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

IV. CONSENT AGENDA

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

- ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through June 2021.
- 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.
- 3. RATIFY Compromise and Release Agreement for Office of Administration Hearing Case No. 2019030638.
- 4. APPROVE proposed revisions to Administrative Regulation 2630, Wellness.
- 5. APPROVE the proposed changes to Administrative Regulation 3126, Graduation.
- 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.
- 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, 2021.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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

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

V. SPECIAL ADMINISTRATIVE - Business

- 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.

Motion made by: Barbara Samperi

Motion seconded by: Giovanna Perez-Saab

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 the Budget for the 2021-22 fiscal year. (under separate cover)

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

VI. GENERAL ADMINISTRATIVE SERVICES

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

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

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

Motion made by: Nancy Swenson

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

Motion made by: Nancy Swenson

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

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:

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

VIII. SPECIAL ADMINISTRATIVE - Personnel

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

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

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. 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. 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 at 12:52 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations, Conference with Real Property Negotiators - Possible Joint Use Agreement with the YMCA at Sussman Middle School and Superintendent's Evaluation, and reconvened into Open Session at 1:30 p.m.

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

The Board of Education Toured Sussman Middle School, Griffiths Middle School and Doty Middle School.

XIII. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 3:56 p.m. in memory of Brandon Fonseca-Vargas.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

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

Supporting Documents



Downey Unified School District

Office of the Superintendent

DATE:

July 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:

- 1. Donation of \$100.00 from Randy Blunt, to be used for the Jav Anderson Scholarship, in support of the Downey High School student scholarship program;
- 2. Donation of \$100.00 from Larry Poindexter, to be used for the Jay Anderson Scholarship, in support of the Downey High School student scholarship program:
- 3. Donation of \$100.00 from Bonnie Presicci, to be used for the Jay Anderson Scholarship, in support of the Downey High School student scholarship program;
- 4. Donation of \$100.00 from Frank Squire, to be used for the Jay Anderson Scholarship, in support of the Downey High School student scholarship program;
- 5. Donation of \$50 from Desiree Corral Schneider, to be used in support of the Downey High School farm;
- 6. Donation of \$60.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center:
- 7. Donation of four \$25 gas cards from Downey Rotary Club, to be used in support of the TLC Family Resource Center;
- 8. Donation of \$546.00 from Rio Hondo Elementary-Character Council, to be used in support of the TLC Family Resource Center:
- 9. Donation of laundry kits and emergency food items from Downey Rotary Club, value determined by donor to be \$355.00, to be used in support of the TLC Family Resource Center;

10. Donation of feminine hygiene products and laundry detergent from Monica Taylor, value determined by donor to be \$30.00, to be used in support of the TLC Family Resource Center.

SUPERINTENDENT'S RECOMMENDATION:

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



II. 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



Downey Unified School District Office of the Superintendent

DATE:

July 15, 2021

TO: FROM: Board of Education

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

SUBJECT:

CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

First	Last	Position	<u>Dates</u>	Conference Title	Location
Janice	Eagle	SLP	2/24/2021	66th Annual Speech/Language Study Conf.	Virtual
Cinnamon	Taylor	SLP	2/24/2021	66th Annual Speech/Language Study Conf.	Virtual
Tyler	Neill	Teacher	6/8/2021 to 6/30/2021	VEX IQ ROBOTC Anytime Online Training	Virtual
Christina	Aragon	Assoc. Supt.	6/28/2021 to 6/30/2021	CASH 42nd Annual Conf. on School Facilities	Palm Springs
Vince	Madsen	Director	6/28/2021 to 6/30/2021	CASH 42nd Annual Conf. on School Facilities	Palm Springs
Catalina	Leanos	Teacher	7/5/2021 to7/8/2021	AP Spanish Literature & Culture	Virtual
Julia	Maldonado	Teacher	7/12/2021 to 7/15/2021	Premium Forklift Trainer Certification	Sacramento
Jose	Ortiz	Teacher	7/12/2021 to 7/15/2021	Premium Forklift Trainer Certification	Sacramento
Nathalie	Nunez	Teacher	7/19/2021	English Language & Composition	Virtual
Blanca	Rachin	Principal	11/4/2021 to 11/6/2021	ACSA Leadership Summit	San Francisco
John	Garcia	Superintendent	12/1/2021 to 12/4/2021	CSBA Annual Education Conf.	San Diego

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.



II. 4. APPROVE the Spring 2021 Consolidated Application Data Collection.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE:

July 15, 2021

TO:

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

FROM:

Wayne Shannon, Ed.D., Assistant Superintendent, Elementary Education Prepared by Veronica Lizardi, Ed.D., Director, Innovative Ed Programs

SUBJECT:

CONSOLIDATED APPLICATION - SPRING 2021 DATA COLLECTION

ACTION ITEM

The Consolidated Application is used by the California Department of Education to distribute funds from various Federal programs to county offices and school districts throughout California. Every local educational agency (LEA) certifies the Spring Release data collections to document participation in Federal programs and provide assurances that the LEA will comply with the legal requirements of each program. The Winter Release of the application, certified in February of the following year, contains the LEA's entitlements for each funded program. Out of each Federal program entitlement, LEAs allocate funds for indirect costs of administration for programs operated by the LEA and for programs operated at schools. The application is submitted online through a web-based Consolidated Application Reporting System (CARS). Downey Unified will be requesting participation in Federal programs including: Title I Part A, Basic Grant (Low Income/low achieving students), Title II, Part A (Teacher and Principal Training and Recruiting), Title III, Part A (Limited English Proficient Students) and Title IV, Part A (Student Support and Academic Enrichment). The Economic Impact Aid (EIA) Program, previously part of the Consolidated Application, has been integrated into the Local Control Funding Formula (LCFF). Federal guidelines also allow local non-profit private schools to participate with the public school district in Federal programs. Those participating private schools are identified in this spring data reporting.

Federal Program Descriptions

Title I Part A: Helping Disadvantaged Students

A federal program to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging state academic achievement standards and state academic assessments.

Title II Part A: Teacher Quality

A federal program that increases student academic achievement through strategies such as improving teacher and principal quality and increasing the number of highly qualified teachers and highly qualified principals and assistant principals in schools.

<u>Title III: Program for Limited English Proficient (LEP) Students</u>
A federal program to provide supplementary programs and services to LEP students, known as English learners (ELs). The purpose of the sub grant is to assist EL students to acquire English and achieve grade-level and graduation standards.

Title IV Part A: Student Support and Academic Enrichment
A federal program to increase the capacity of local education agencies
(LEAs) to meet the goals of the ESEA by providing all students with
access to a well-rounded education, improving school conditions for
student learning, and improving use of technology in order to improve the
academic achievement and digital literacy of all students.

School Site Responsibilities

Each school receiving Federal Funds through the consolidated application is required to have a comprehensive school plan known as the Single Plan for Student Achievement (SPSA) describing strategies and activities to improve student achievement and meet district adopted standards. Supplementary services are provided by these programs to support the district's core program. Title I Schoolwide schools must amend their plans in 2019-20 to address the new components described in ESSA, Title I, section 1114. Based on the school's comprehensive needs assessment, schools may utilize additional special highly qualified teachers, coaches, counselors, instructional aides, tutoring assistance, scientifically researchbased intervention programs, professional development, district provided training, conferences and workshop attendance, expert consultants, and parent/community engagement activities to meet the identified needs of the students requiring supplemental services. The Director of Innovative Education Programs reviews program regulations and guidelines with all administration, site staff, and School Site Councils to ensure appropriate planning, implementation and evaluation and to maintain compliance for each program. All site plans are reviewed for compliance along with goals and activities to improve student achievement and parent involvement before being forwarded to the School Board for approval.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the Spring 2021 Consolidated Application Data Collection.



II. 5. APPROVE proposed revisions to Administration Regulation 5241, Classified Management and Confidential Salary Schedule, effective July 1, 2021.

Supporting Documents



Downey Unified School District CLASSIFIED PERSONNEL

Effective: July 1, 2019

CLASSIFIED MANAGEMENT SALARY SCHEDULE

AR 5241

CASSIFICATION RANGE 1 2 3 4 5	Monthly Salary Steps				os		
Assistant Director, Food Services Assistant Director, Technology & Information Systems 133	CLASSIFICATION	<u>RANGE</u>	<u>1</u>			_	<u>5</u>
Assistant Director, Food Services Assistant Director, Technology & Information Systems 133	Assistant Director, Budget & Finance	129	7,929	8,332	8.744	9,190	9.649
Assistant Director, Technology & Information Systems 133 8,744 9,190 9,649 10,127 10,530 Assistant to Superintenden/Board of Education w/Shorthand 318 6,058 6,055 7,013 7,399 7,739 Chief Technology Officer 140 10,373 10,887 11,434 12,004 12,807 Custodial Services Coordinator 117 5,915 6,213 6,522 6,888 7,195 Data Base Administrator 127 7,552 7,929 8,332 8,744 9,190 Director, Facilities Planning & Development 141 10,830 11,167 11,724 12,309 12,829 Director, Facilities Planning & Development 140 10,373 10,887 11,434 12,004 12,607 Director, Facrinices 140 10,373 10,887 11,434 12,004 12,607 Director, Facrinices Administrator 140 10,373 10,887 11,434 12,004 12,607 Director, Facrinices Administrator 140 10,373 10,887		129	7,929	8.332	8,744		•
Assistant to Superintender/Board of Education 118 6,058 6,295 7,018 7,038 Assistant to Superintender/Board of Education w/Shorthand 318 6,361 6,885 7,013 7,399 7,738 Chief Technology Officer 140 10,373 10,887 11,434 12,004 12,807 Custodial Services Coordinator 117 5,915 6,213 6,522 6,858 7,195 Data Base Administrator 127 7,555 6,213 6,522 6,858 7,195 Director, Classified Human Resources 141 10,830 11,167 11,724 12,004 12,507 Director, Food Services 140 10,373 10,887 11,434 12,004 12,607 Director, Food Services 140 10,373 10,887 11,434 12,004 12,607 Director, Food Services 140 10,373 10,887 11,434 12,004 12,607 Director, Food Services 140 10,373 10,887 11,434 12,004 12,607	Assistant Director, Technology & Information Systems	133	8,744		,	,	
Assistant to Superintenden/Board of Education w/Shorthand 318 6,361 6,865 7,013 7,399 7,773 Chlef Technology Officer 140 10,373 10,887 11,434 12,004 12,697 Custocial Services Coordinator 117 5,915 6,221 6,858 7,195 Data Base Administrator 127 7,552 7,929 8,332 8,744 9,190 Director, Coassified Human Resources 141 10,830 11,167 11,724 12,309 12,529 Director, Facilities Planning & Development 140 10,373 10,887 11,434 12,004 12,607 Director, Facilities Planning & Development 140 10,373 10,887 11,434 12,004 12,607 Director, Prechasing & Warehouse 140 10,373 10,887 11,434 12,004 12,607 Director, Facilities Program Manager 140 10,373 10,887 11,434 12,004 12,607 Director, Technology & Information Systems 139 10,127 10,630 11,167		118	6,058	,			
Chief Technology Officer 140 10.373 10.887 11.434 12.004 12.607 Custodial Services Coordinator 117 5.915 6.213 6.522 6.858 7,195 Data Base Administrator 127 7.552 7.929 8,332 8,744 9,190 Director, Facilities Planning & Development 140 10.373 10.887 11.434 12,004 12,897 Director, Food Services 140 10.373 10.887 11.434 12,004 12,607 Director, Food Services 140 10.373 10.887 11.434 12,004 12,607 Director, Food Services 140 10.373 10.887 11.434 12,004 12,607 Director, Technology & Information Systems 139 10.127 10,630 11.167 11,724 12,004 12,607 Director, Technology & Information Systems 139 10,127 10,630 11,67 11,434 12,004 12,607 Director, Food Service Supervisor Gradinator 120 6,385 6,679	Assistant to Superintendent/Board of Education w/Shorthand	318	6,361		•		
Custodial Services Coordinator 117 5.915 6.213 6.522 6.888 7,195 Data Base Administrator 127 7,552 7,929 8,332 8,744 9,195 Director, Classified Human Resources 141 10,830 11,167 11,724 12,309 12,829 Director, Facilities Planning & Development 140 10,373 10,887 11,434 12,004 12,607 Director, Fechtagong & Warehouse 140 10,373 10,887 11,434 12,004 12,607 Director, Fuchasing & Warehouse 140 10,373 10,887 11,434 12,004 12,607 Director, Technology & Information Systems 139 10,127 10,830 11,167 11,724 12,309 Facilities Postruction Coordinator 120 6,355 6,679 7,018 7,389 7,739 8,120 8,528 8,983 Facilities Posgram Manager 133 8,744 9,190 9,649 10,127 10,630 Food Service Supervisor I 197 3,601 <td>Chief Technology Officer</td> <td>140</td> <td>10,373</td> <td></td> <td></td> <td></td> <td></td>	Chief Technology Officer	140	10,373				
Data Base Administrator 127 7,552 7,929 8,332 8,744 9,190 Director, Cassified Human Resources 141 10,830 11,167 11,724 12,309 12,929 Director, Facilities Planning & Development 140 10,373 10,887 11,434 12,004 12,607 Director, Food Services 140 10,373 10,887 11,434 12,004 12,607 Director, Food Services 140 10,373 10,887 11,434 12,004 12,607 Director, Fechnology & Information Systems 139 10,127 10,630 11,434 12,004 12,607 Director, Technology & Information Systems 139 10,127 10,630 11,167 11,724 12,309 Facilities Construction Coordinator 120 6,355 6,679 7,018 7,389 7,739 8,120 8,528 8,983 Facilities Program Manager 133 8,744 9,190 9,849 10,127 10,630 Financial Operations Analyst 121 6,522<	Custodial Services Coordinator	117	5,915		,	,	
Director, Classified Human Resources	Data Base Administrator	127	7,552		8.332	,	
Director, Facilities Planning & Development 140 10,373 10,887 11,434 12,004 12,607 Director, God Services 140 10,373 10,887 11,434 12,004 12,607 Director, God Services 140 10,373 10,887 11,434 12,004 12,607 Director, Furchasing & Warehouse 140 10,373 10,887 11,434 12,004 12,607 Director, Enchalogy & Information Systems 139 10,127 10,630 11,167 11,724 12,309 Facilities Construction Coordinator 120 6,365 6,679 7,018 7,369 7,739 Facilities Construction Manager 126 7,369 7,739 8,120 8,528 8,963 Facilities Program Manager 133 8,744 9,190 9,649 10,127 10,630 Facilities Program Manager 133 8,744 9,190 9,649 10,127 10,630 Facilities Program Manager 138 6,058 6,365 6,679 7,018 7,369 Food Service Operations Coordinator 118 6,058 6,365 6,679 7,018 7,369 Food Service Supervisor 97 3,601 3,787 3,967 4,193 4,413 4,637 4,966 Food Service Supervisor 101 3,987 4,193 4,413 4,637 4,966 Food Service Supervisor 101 3,987 4,193 4,413 4,637 4,966 Food Service Supervisor 125 5,608 5,775 6,058 6,365 6,365 1,067 7,739 8,120 8,288 8,963 1,067 7,739 8,120 8,288 8,963 1,067 7,739 8,120 8,288 8,963 1,067 7,739 8,120 8,288 8,963 1,067 7,739 8,120 8,288 8,963 7,739 8,120 8,288 8,963 7,959 7,739 8,120 8,288 8,963 7,959 7,739 8,120 8,288 8,963 7,959 7,739 8,120 8,288 8,963 7,959 7,739 8,120 8,288 8,963 7,959 7,739 8,120 8,288 8,963 7,959 7,759 8,332 8,744 9,190 9,649 1,0127 10,630 1,000	Director, Classified Human Resources	141	10,630				
Director, Food Services 140 10,373 10,887 11,434 12,004 12,607 Director, Purchasing & Warehouse 140 10,373 10,887 11,434 12,004 12,607 Director, Purchasing & Warehouse 140 10,373 10,887 11,434 12,004 12,607 Director, Technology & Information Systems 139 10,127 10,830 11,167 11,224 12,309 Facilities Construction Coordinator 120 6,355 6,679 7,018 7,339 7,739 8,120 8,28 8,63 Facilities Program Manager 133 8,744 9,109 9,649 10,127 10,630 Flanacial Operations Analyst 121 6,522 6,858 7,195 7,552 7,929 Food Service Operations Analyst 121 6,522 6,858 7,195 7,552 7,929 Food Service Supervisor I 17 3,601 3,787 3,967 4,193 4,413 4,613 4,618 6,605 6,679 7,018 7,952 <td>Director, Facilities Planning & Development</td> <td>140</td> <td></td> <td></td> <td>,</td> <td></td> <td></td>	Director, Facilities Planning & Development	140			,		
Director, M.O.T. Services 140 10,373 10,887 11,434 12,004 12,607 Director, Purchasing & Warehouse 140 10,373 10,887 11,434 12,004 12,607 Director, Furchalogy & Information Systems 139 10,127 10,830 11,167 11,724 12,009 Facilities Construction Coordinator 120 6,385 6,679 7,018 7,369 7,739 Facilities Construction Manager 133 8,744 9,190 9,499 10,127 10,630 Financial Operations Analyst 121 6,522 6,858 7,195 7,552 7,929 Food Service Operations Coordinator 118 6,058 6,365 6,679 7,018 7,389 Food Service Supervisor II 101 3,987 4,193 4,413 4,637 4,419 Food Service Supervisor III 101 3,987 4,193 4,413 4,637 4,866 Food Service Supervisor Operations Specialist 112 5,238 5,496 5,775 6,058	Director, Food Services	140					
Director, Furchasing & Warehouse		140	10,373				
Director, Technology & Information Systems 139 10,127 10,630 11,167 11,724 12,309 Facilities Construction Coordinator 120 6,385 6,679 7,018 7,369 7,739 Facilities Construction Manager 126 7,369 7,739 8,120 8,528 8,963 7,636 7,739 7,739 8,120 8,528 8,963 7,939 7,739 8,120 8,528 8,963 7,939 7,739 8,120 8,528 8,963 7,939 7,739 8,120 8,528 8,963 7,939 7,739 8,120 8,528 7,929 7,000 8,949 10,127 10,630 7,016 7,389 7,016 7,389 7,016 7,389 7,016 7,389 7,016 7,389 7,016 7,389 7,016 7,389 7,016 7,389 7,016 7,389 7,018 7,389 7,195 7,552	Director, Purchasing & Warehouse	140	10,373				
Facilities Construction Coordinator	Director, Technology & Information Systems	139			,		
Facilities Construction Manager 126 7,369 7,739 8,120 8,528 8,963 Facilities Program Manager 133 8,744 9,190 9,649 10,127 10,630 Financial Operations Analyst 121 6,522 6,856 7,195 7,552 7,929 Food Service Operations Coordinator 118 6,058 6,365 6,679 7,018 7,389 Food Service Supervisor I 97 3,601 3,787 3,987 4,193 4,413 Food Service Supervisor II 101 3,987 4,193 4,413 4,637 4,866 Food Service Supervisor II 104 4,299 4,519 4,749 4,992 5,238 Food Service Supervisor II 104 4,299 4,519 4,749 4,992 5,238 Food Service Supervisor/Operations Specialist 112 5,238 5,496 5,775 6,058 6,365 Information Technologies Manager 133 8,744 9,190 9,649 10,127 10,630 Maintenance Supervisor Maintenance Supervisor 122 6,679 7,018 7,369 7,739 8,120 Network Administrator 129 7,929 8,332 8,744 9,190 9,649 Nutrition Operations Manager 119 6,213 6,522 6,858 7,195 7,552 Occupational Therapist 126 7,369 7,39 8,120 8,562 Operations Supervisor 122 6,679 7,018 7,369 7,39 8,120 Operations Guilla Therapist 126 7,369 7,39 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 9,649 Public Information Officer 126 7,369 7,39 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 9,649 Public Relations Coordinator 105 4,413 4,637 4,866 5,112 5,367 Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 Student Information Systems Manager 129 7,929 8,332 6,744 9,190 9,649 Transportation Services Supervisor 122 6,679 7,018 7,369 7,739 8,120 True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 Marehouse Supervisor 122 6,679 7,018 7,369 7,739 8,120 True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 0,303 8,649 6,549 6,575 6,058 6,365 7,19		120	6,365	-			
Facilities Program Manager Financial Operations Analyst Financial Operations Analyst Financial Operations Analyst Flood Service Operations Coordinator Flood Service Operations Coordinator Flood Service Supervisor I Flood Service Supervisor I Flood Service Supervisor II Flood Service Supervisor II Flood Service Supervisor III Flood Service Supervisor IIII Flood Service Superv	Facilities Construction Manager	126	7,369	7,739	8,120		•
Food Service Operations Coordinator		133	8,744	9,190		10,127	
Food Service Supervisor 97 3,601 3,787 3,987 4,193 4,413		121	6,522	6,858	7,195	7,552	7,929
Food Service Supervisor III 101 3,987 4,193 4,413 4,637 4,666 Food Service Supervisor III 104 4,299 4,519 4,749 4,992 5,238 Food Service Supervisor III 12 5,238 5,496 5,775 6,058 6,365 Information Technologies Manager 133 8,744 9,190 9,649 10,127 10,630 Maintenance Supervisor 122 6,679 7,018 7,369 7,739 8,120 Network Administrator 129 7,929 8,332 8,744 9,190 9,649 Nutrition Operations Manager 119 6,213 6,522 6,868 7,195 7,552 Occupational Therapist 126 7,369 7,739 8,120 8,528 8,963 Operations Supervisor 122 6,679 7,018 7,369 7,739 8,120 Personnel Analyst 121 6,522 6,858 7,195 7,552 7,929 Physical Therapist 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 6,522 6,858 7,195 7,552 7,929 Physical Therapist 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Information Officer 126 7,369 7,739 8,120 8,528 8,963 Public Relations Coordinator 105 4,413 4,637 4,866 5,112 5,367 Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 Student Information Systems Manager 129 7,929 8,332 8,744 9,190 9,649 True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 Warehouse Supervisor 122 5,238 5,496 5,775 6,058 6,365 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE Administrative Secretary 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary 195 5,281 5,541 5,820 6,110 6,499 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,619 5,613 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,619 5,613 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,613		118	6,058	6,365	6,679	7,018	7,369
Food Service Supervisor III		97	3,601	3,787	3,987	4,193	4,413
Food Service Supervisor/Operations Specialist 112 5,238 5,496 5,775 6,058 6,365 Information Technologies Manager 133 8,744 9,190 9,649 10,127 10,630 Maintenance Supervisor 122 6,679 7,018 7,369 7,739 8,120 Network Administrator 129 7,929 8,332 8,744 9,190 9,649 Nutrition Operations Manager 119 6,213 6,522 6,868 7,195 7,552 Occupational Therapist 126 7,369 7,739 8,120 8,528 8,963 Operations Supervisor 122 6,679 7,018 7,369 7,739 8,120 Personnel Analyst 121 6,522 6,868 7,195 7,552 7,929 Physical Therapist 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Information Officer 126 7,369 7,739 8,120 8,528 8,963 Public Relations Coordinator 105 4,413 4,637 4,866 5,112 5,367 Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 Student Information Systems Manager 129 7,929 8,332 8,744 9,190 9,649 Transportation Services Supervisor 122 6,679 7,018 7,369 7,739 8,120 True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 Warehouse Supervisor 122 6,679 7,018 7,369 7,739 8,120 True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 Warehouse Supervisor 122 5,238 5,496 5,775 6,058 6,365 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,353 4,787 5,032 5,278 5,543 5,819 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819		101	3,987	4,193	4,413	4,637	4,866
Information Technologies Manager		104	4,299	4,519	4,749	4,992	5,238
Maintenance Supervisor 122 5,679 7,018 7,369 7,739 8,120 Network Administrator 129 7,929 8,332 8,744 9,190 9,649 Nutrition Operations Manager 119 6,213 6,522 6,858 7,195 7,552 Occupational Therapist 126 7,369 7,739 8,120 8,528 8,963 Operations Supervisor 122 6,679 7,018 7,369 7,739 8,120 Personnel Analyst 121 6,522 6,858 7,195 7,552 7,929 Physical Therapist 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Information Officer 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Relations Coordinator 126 7,369			5,238	5,496	5,775	6,058	6,365
Network Administrator 129					9,649	10,127	10,630
Nutrition Operations Manager 119 6,213 6,522 6,858 7,195 7,552 Occupational Therapist 126 7,369 7,739 8,120 8,528 8,963 Operations Supervisor 122 6,679 7,018 7,369 7,739 8,120 Personnel Analyst 121 6,522 6,858 7,195 7,552 7,929 Physical Therapist 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Information Officer 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Relations Coordinator 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Relations Coordinator 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Relations Coordinator 145 11,724 12,309 12,929 13,570 St. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,309 12,929 13,570 St. Director, Fac	•		,		7,369	7,739	8,120
Occupational Therapist 126 7,369 7,739 8,120 8,528 8,963 Operations Supervisor 122 6,679 7,018 7,369 7,739 8,120 Personnel Analyst 121 6,522 6,858 7,195 7,552 7,929 Physical Therapist 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Information Officer 126 7,369 7,739 8,120 8,528 8,963 Public Relations Coordinator 126 7,369 7,739 8,120 8,528 8,963 Public Relations Coordinator 105 4,413 4,637 4,866 5,112 5,367 Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 Student Information Systems			,		,		9,649
Operations Supervisor 122 6,679 7,018 7,369 7,739 8,120 Personnel Analyst 121 6,522 6,888 7,195 7,552 7,929 Physical Therapist 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Information Officer 126 7,369 7,739 8,120 8,528 8,963 Public Relations Coordinator 105 4,413 4,637 4,866 5,112 5,367 Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 <							
Personnel Analyst 121 6,522 6,858 7,195 7,552 7,929 Physical Therapist 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Information Officer 126 7,369 7,739 8,120 8,528 8,963 Public Relations Coordinator 105 4,413 4,637 4,866 5,112 5,367 Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 Student Information Services Supervisor 122 6,679 7,018				•			
Physical Therapist 126 7,369 7,739 8,120 8,528 8,963 Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Information Officer 126 7,369 7,739 8,120 8,528 8,963 Public Relations Coordinator 105 4,413 4,637 4,866 5,112 5,367 Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Student Information Septembor					•		
Programmer Analyst 127 7,552 7,929 8,332 8,744 9,190 Public Information Officer 126 7,369 7,739 8,120 8,528 8,963 Public Relations Coordinator 105 4,413 4,637 4,866 5,112 5,367 Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255							
Public Information Officer 126 7,369 7,739 8,120 8,528 8,963 Public Relations Coordinator 105 4,413 4,637 4,866 5,112 5,367 Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 St. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 14,255 St. Director, Facilities Planning & Development 122 6,679 7,018 7,369 7,739 8,120 Transportation Services Supervisor 112 5,915 6,213 6,522 6,858 7,195				-			
Public Relations Coordinator 105 4,413 4,637 4,866 5,112 5,367 Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 Student Information Systems Manager 129 7,929 8,332 8,744 9,190 9,649 Transportation Services Supervisor 122 6,679 7,018 7,369 7,739 8,120 True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 Warehouse Supervisor 112 5,238 5,496 5,775 6,058 6,365 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE Administrative Secretary 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155						- • • • • • • • • • • • • • • • • • • •	, .
Sr. Director, Budget & Finance 145 11,724 12,309 12,929 13,570 14,255 Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 Student Information Systems Manager 129 7,929 8,332 8,744 9,190 9,649 Transportation Services Supervisor 122 6,679 7,018 7,369 7,739 8,120 True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 Warehouse Supervisor 112 5,238 5,496 5,775 6,058 6,365 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE Administrative Secretary 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 5,278 5,543 5,819 <tr< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr<>							
Sr. Director, Facilities Planning & Development 143 11,167 11,724 12,309 12,929 13,570 Student Information Systems Manager 129 7,929 8,332 8,744 9,190 9,649 Transportation Services Supervisor 122 6,679 7,018 7,369 7,739 8,120 True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 Warehouse Supervisor 112 5,238 5,496 5,775 6,058 6,365 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,5							
Student Information Systems Manager 129 7,929 8,332 8,744 9,190 9,649 Transportation Services Supervisor 122 6,679 7,018 7,369 7,739 8,120 True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 Warehouse Supervisor 112 5,238 5,496 5,775 6,058 6,365 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE Administrative Secretary 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819 Senior Secretary 175 4,663 4,787 5,032 5,278 5,543					ACCORDING TO SECURITY OF THE PERSON NAMED IN COLUMN TO SECURITY OF THE P		
Transportation Services Supervisor 122 6,679 7,018 7,369 7,739 8,120 True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 Warehouse Supervisor 112 5,238 5,496 5,775 6,058 6,365 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE Administrative Secretary 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819 Senior Secretary 175 4,663 4,787 5,032 5,278 5,543							
True Lasting Connections Resource Ctr. Coord. 117 5,915 6,213 6,522 6,858 7,195 Warehouse Supervisor 112 5,238 5,496 5,775 6,058 6,365 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE Administrative Secretary 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819 Senior Secretary 175 4,663 4,787 5,032 5,278 5,543							
Warehouse Supervisor 112 5,238 5,496 5,775 6,058 6,365 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE Administrative Secretary 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819 Senior Secretary 175 4,663 4,787 5,032 5,278 5,543			•				
CLASSIFIED CONFIDENTIAL SALARY SCHEDULE Administrative Secretary 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819 Senior Secretary 175 4,563 4,787 5,032 5,278 5,543							
Administrative Secretary 195 5,032 5,278 5,543 5,819 6,104 Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819 Senior Secretary 175 4,663 4,787 5,032 5,278 5,543	vvalendase oupervisor	112	0,230	5,490	5,775	0,050	6,565
Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819 Senior Secretary 175 4,563 4,787 5,032 5,278 5,543	CLASSIFIED CONFIDENTIAL SALARY SCHEDULE						
Administrative Secretary - Bilingual Bi-Literate 395 5,281 5,541 5,820 6,110 6,409 Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819 Senior Secretary 175 4,563 4,787 5,032 5,278 5,543	Administrative Secretary	195	5.032	5.278	5.543	5.819	6 104
Communication Center Assistant 155 4,144 4,344 4,563 4,787 5,032 Senior Accounting Technician 185 4,787 5,032 5,278 5,543 5,819 Senior Secretary 175 4,563 4,787 5,032 5,278 5,543			•				
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Senior Secretary 175 4,663 4,787 5,032 5,278 5,543			•				

\$80/mo, longevity @ 10 years; \$150/mo, longevity @ 15 years; \$200/mo, longevity @ 20 years; \$250/mo, longevity @ 25 years Approved: 03/10/20, 07/20/20, 09/01/20, 02/10/21, 05/11/21, 07/15/21



II. 6. AUTHORIZE revised 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



Downey Unified School District

Business Services

DATE:

July 15, 2021

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

SUBJECT:

2021-22 REVISED 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
- e. AUTHORIZE Christina Aragon, Associate Superintendent, Business Services, to execute AGREEMENTS AND CONTRACTS once the Board has agreed on terms, conditions, price, quality, and brand, as an alternate for John A. Garcia, Jr., Superintendent; and
- f. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance; Andrea lacovitti, Assistant Director, Budget and Finance; and Christina Aragon, Associate Superintendent, Business Services, as signatories to sign checks on the CLEARING ACCOUNT, with one signature only required, and instruct the Senior Director, Budget and Finance, to deposit funds in the Bank of America,

11021 South La Reina Avenue, Downey, California; and

- g. ESTABLISH the REVOLVING CASH FUND account for Downey Unified School District in the sum of Fifty Thousand Dollars (\$50,000) for the use of Michael Martinez, Senior Director, Budget and Finance; Christina Aragon, Associate Superintendent, Business Services; or Andrea Iacovitti, Assistant Director, Budget and Finance; to be expended by such officers for services or materials; and
- h. RESOLVE that the Bank of America (including its correspondent banks) be designated depository of the Downey Unified School District; and it is hereby requested, authorized, and directed to honor all checks, drafts, and other orders for payment of money drawn in this school district's name on its REVOLVING CASH FUND account when bearing the signature or facsimile signature of either Christina Aragon, Associate Superintendent, Business Services; Michael Martinez, Senior Director, Budget and Finance; or Andrea Iacovitti, Assistant Director, Budget and Finance; and
- i. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance; Christina Aragon, Associate Superintendent, Business Services; and John A. Garcia, Jr., Superintendent, as signatories, with facsimile signature up to \$10,000, or in excess of \$10,000 requires any one original signature, to sign checks drawn against the WORKERS' COMPENSATION SELF-INSURANCE TRUST ACCOUNT, established in the amount of \$75,000, at the US Bank, P.O. Box 64799, St. Paul, Minnesota; and
- j. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance; Christina Aragon, Associate Superintendent, Business Services; and John A. Garcia, Jr., Superintendent, as signatories, to approve checks and direct deposits related to the KAISER MEDICAL ACCOUNT, at the US Bank, P.O. Box 64799, St. Paul, Minnesota; and
- k. AUTHORIZE Michael Martinez, Senior Director, Budget and Finance; Christina Aragon, Associate Superintendent, Business Services; and John A. Garcia, Jr., Superintendent, as signatories, to approve checks and direct deposits related to the LEAP EARLY EDUCATION ACCOUNT, at the US Bank, P.O. Box 64799, St. Paul, Minnesota; and
- 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
- m. 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

n. 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

3

- 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
- p. 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
- q. 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
- r. 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
- s. 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
- t. 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
- u. 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

- 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
- w. (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.

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



II. 7. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from June 2, 2021 through June 28, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2020-21 PURCHASE ORDER LISTING FOR JUNE 2, 2021 - JUNE 28, 2021

	PREFIX	FROM	ТО
FUND 01.0	P01	210000000076	210000000324
GENERAL \$185,401.40	PO2W PO3W	21000000124 210000001923	210000001759 210000002716
FUND 01.1 SELPA ADMIN UNIT \$18,601.41	PO2W PO3W	210000001758 210000002694	210000001758 210000002702
FUND 11.0 ADULT \$441,874.79	PO1 PO2W PO3W	21000000277 210000001727 210000002541	210000000283 210000001744 210000002585
FUND 14.0 DEFERRED MAINTENANCE \$56,368.49	PO2W PO3W	210000001045 210000002685	210000001597 210000002703
FUND 21.0 BOND MEASURE 0 \$13,896,090.28	CT PO2W PO3W	200000000007 210000001117 210000001777	200000000007 210000001750 210000002686



II. 8. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from June 2, 2021 through June 28, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2021-22 PURCHASE ORDER LISTING FOR JUNE 2, 2021 - JUNE 28, 2021

	PREFIX	FROM	ТО
FUND 01.0 GENERAL \$5,335,992.82	PO1 PO2W PO3W	220000000001 220000000003 220000000001	220000000181 220000000169 220000000068
FUND 01.1 SELPA ADMIN UNIT \$2,551.09	PO3W	22000000015	220000000015
FUND 11.0 ADULT EDUCATION \$385,455.01	PO2W PO3W	220000000071 220000000019	220000000157 220000000052
FUND 13.0 CAFETERIA FUND \$86,256.84	PO2W	220000000001	220000000121
FUND 14.0 DEFERRED MAINTENANCE \$1,270,435.00	PO2W	220000000057	220000000160
FUND 21.0 BUILDING FUND \$1,196,717.00	PO2W PO3W	220000000089 2200000000006	220000000168 2200000000067
FUND 40.0 SPECIAL RESERVE FOR CAPITAL OUTLAY \$55,850.00	PO2W	220000000099	220000000099
FUND 67.0 SELF INS PROPERTY/LIABILITY \$16,000.00	PO1	220000000126	220000000155
FUND 67.2 SLEF INS HEALTH & WELFARE \$340,778.04	PO2W	220000000149	22000000149



II. 9. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center work performed by Classified Personnel, Adult School, and Food Services for the month of May 2021, covered by Payroll Orders issued through June 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE:

July 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 May 2021, covered by Payroll Orders issued through June 2021.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Self Ins. Fund
Reg. #H1W-N	365,088.95	6,086.09	15,739.36	3,742.21	29,115.66	
Reg. #H1W-C	1,737.00					
Reg. #161-N	107.96					
Reg. #159-N	11,209.35		100	500.00	720.63	
Reg. #H1V-N	208,670.86	8,866.22	43,866.17	4,118.70	129,843.18	
Reg. #H1V-C	2,542.50					
Reg. #E4V-N		95,611.59	794.77		380.80	92.36
Reg. #153-N	280.00					
Reg. #148-N	315.96					

TOTAL

\$929,430.32



II. 10. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20193471 and 20202303 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning June 1, 2021 and ending June 30, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE: July 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 20193471 and 20202303 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning June 1, 2021 and ending June 30, 2021:

General Fund (01.0)	Total	\$4,506,864.18
SELPA Administrative Unit Fund (01.1)	Total	38,316.95
SELPA Programs Fund (01.2)	Total	46,235.64
SELPA Pass Through Fund (10.0)	Total	359,042.26
Adult Education Fund (11.0)	Total	169,628.47
Cafeteria Fund (13.0)	Total	248,613.09
Deferred Maintenance Fund (14.0)	Total	82,530.29
Building Fund (21.0)	Total	4,860,446.13
Capital Facilities Fund (25.0)	Total	2,072.64
Special Reserve Technology Fund (40.2)	Total	291.25
Workers' Comp. Self-Insurance Fund (67.1)	Total	114,851.50
Health Care Self-Insurance Fund (67.2)	Total	2,021,099.16
Dental Care Self-Insurance Fund (67.3)	Total	174,133.99
Vision Care Self-Insurance Fund (67.4)	Total	28,738.60
Retirement Medical Self-Insurance Fund (67.5)	Total	15,428.13
Payroll Clearance Fund (76.0)	Total	724,468.25



II. 11. RATIFY First Amendment to Master Agreement No. 202021-118 with Marx Brothers Fire Extinguisher Company, Inc., to provide semi-annual inspection and certification of school bus fire suppression systems from July 1, 2020 through June 30, 2021.

Supporting Documents



D.U.S.D. Agreement No. 202021-118
Purchase Order No. PO2W-210000000710
Board Approval Date: October 6, 2020
1st Amendment Approval Date: June 15, 2021

FIRST AMENDMENT TO MASTERAGREEMENT

THIS AMENDMENT to AGREEMENT is made this 7th day of June 2021, between Marx Brothers Fire Extinguisher Company, 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 202021-118 approved by the Board of Education on October 6, 2020 and amended June 15, 2021 to provide Semi-annual inspection of the Amerex and Kidde dual Spectrum Vehicle fire suppression systems, to include the following:
 - A. By increasing the AGREEMENT amount by TWO THOUSAND, FOUR HUNDRED DOLLARS AND 00/100 (\$2,400.00) from THREE THOUSAND, SIX HUNDRED DOLLARS AND 00/100 (\$3,600.00), for a total AGREEMENT amount of SIX THOUSAND DOLLARS AND 00/100 (\$6,000.00); 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 202021-118, shall remain in full force and effect.

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

<pre> </pre> <pre> </pre> <pre> </pre> <pre> <pre> <pre> <pre> <pre> </pre> <pre> <pre> <pre> <pre> <pre> </pre> <pre> <pre> <pre> <pre> <pre> <pre> <pre> </pre> <pre> <pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre>	DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By Dott Mary	Ву
Print Name Scott Marx	Christina Aragon
Title V/P	Associate Superintendent, Business Services
Date 6-8:21	Date

Amendment Template - Agreements - DUSD 202021-118/eb



II. 12. RATIFY First Amendment to Service Agreement No. 202021-248 with Speechcom, Inc., for additional Speech-Language Pathologists services for the DHH Program from August 12, 2020 to June 30, 2021.

Supporting Documents



D.U.S.D. Agreement No. 202021-248

Purchase Order No. 210000001165

Board Approval Date: 2/10/2021

1st Amendment Approval Date:

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 17th day of May 2021, between Speechcom, 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 No. 202021-248 approved by the Board of Education on February 10th, 2021 and amended to provide, to include the following:
 - A. By adding N/A per the attached N/A, N/A; and
 - B. By increasing the AGREEMENT amount by SEVENTY-FIVE-THOUSAND DOLLARS AND NO CENTS /100 (\$75,000) from ONE-HUNDRED-THOUSAND DOLLARS AND NO CENTS/100 (\$100,000), for a total AGREEMENT amount of ONE-HUNDRED-SEVENTY-FIVE-THOUSAND DOLLARS AND NO CENTS/100 (\$175,000); and
 - C. By extending the contract completion date from N/A to be through N/A.
- 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 No. 202021-248, shall remain in full force and effect.

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

SPEECHCOM, INC.	DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY			
By Anna Weber (May 17, 2021, 14, 19 PDT)	By			
Print Name Anna Weber	Christina Aragon			
Title President & CEO	Associate Superintendent, Business Services			
Date 5/17/2021	Date			

EXHIBIT

If applicable, attach exhibit; if not, delete page.



II. 13. RATIFY First Amendment to Service Agreement No. 202021-316 with Elizabeth Gallardo, to extend the current contract completion date from May 28, 2021 to be through December 31, 2021.



Supporting Documents



D U S D Agreement No. 202021-316. Purchase Order No. PO2W-21*1497. Board Approval Date. 04/26/2021. 14 Amendment Approval Date.

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 21 day of May, between Elizabeth Gallardo, hereinafter referred to as "CONSULTANT", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT"

WITNESSETH

The CONSULTANT and DISTRICT do manually agree as follows

- To amend certain AGREEMENT 202021-316 approved by the Board of Education on April 20, 2021 and amended to provide Independent Educational Evaluation in the area of Functional Behavior Assessment and IEP meeting attendance, to include the following.
 - A. By extending the contract completion date from May 28, 2021 to be through December 31, 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 202021-316, shall remain in full force and effect.

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

«CONTRACTOR'S NAME»	DOWNEY I NIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
Ву М	Ву
Print Name DIZalath Gallado	Christina Aragon
Title Board Cortified Betrayer	Associate Superintendent, Business Services
Date of 2 19 20 20 1	Date
Signature: Wayne Sharbon (Jun 2, 2021 13:46 PDT)	
Email: wshannon@dusd.net	



II. 15. RATIFY Service Agreement No. 202021-372 with Star of CA LLC for Behavior Intervention Implementation and Behavior Intervention Development services from May 1, 2021 through August 1, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-372

bet and	IS AGREEMENT made and entered into this 01 of May , 2021 by and ween Star of CA LLC (STAR of CA, ERA Ed) , hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Behavior Intervention Implementation (BII) Services, 15 hours/week
	Behavior Intervention Development (BID) Services, 2 hours/month
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$7,468.80 , not to exceed \$7,600.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins May 1, 2021 and will terminate on or before August 1, 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. 202021-372 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.
- Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District
Service Agreement No. 202021-372

Signature: Wayne Shanton (Jun 7, 2021 18:15 PDT)

Email: wshannon@dusd.net

DISTRICT

Downey Unified School District

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

Name:

SERVICE PROVIDER

Star of CA LLC (STAR of CA, ERA Ed)

Purchasing Services	Dept.:			
11627 Brookshire Ave.	Address:	1100 Town	and Country Rd, Ste. 1250	
Downey, CA 90241	Contact:	Orange California 92868		
Contact: Darren Purseglove		Faye Carter		
(562)469-6531/	Phone/email:	fcarter@st	arofca.com	
dpurseglove@dusd.net				
IN WITNESS WHEREOF, this Agreeme named parties, on the date indicated be		cepted ar	nd agreed by the below	
DISTRICT	SER	VICE PR	OVIDER	
DOWNEY UNIFIED SCHOOL DISTRIC	T Star	of CA LLC (S	TAR of CA, ERA Ed)	
		12	garantestana (Mantena) la mante de la composición del composición de la composición	
Signature	Sigr	ature		
Print Name: Christina Aragon	Pri	nt Name:	Doug Moes	
Print Title: Associate Superintendent Business Services	Pri	nt Title:	President	
Date:	Da	te:	05/12/21	
District use	e only below li	ne		
Account Number to be Charged 01.0-65	000.0-57600-31400	-5816-74300	00	
Datainia C Sandayal Disaster of Special Education				
Patricia G. Sandoval, Director of Special Education				
Name and Title of Site Administrator-Pl	ease print			
Pytrole Sondoral (List 7, 102), 18.2 (1907)				
Signature of Site Administrator			Date	
Signature of Program Director ONLY IF	using categor	ical funds	Date	
Downey Unified School District Service Agreement No. 202021-372			Page 4 of 4	



II. 16. RATIFY Service Agreement No. 202021-374 with Dynamic Education Services Inc., for in-person or virtual academic instruction/tutoring services from June 15, 2021 through June 30, 2022.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-374

TH	IIS AGREEMENT made and entered into this 14th of June 2021 by and
an	tween Dynamic Education Services Inc. hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Dynamic Education Services, Inc. will provide in-person or virtual academic instrution/ tutoring
	for 78 hours in the area of reading for Student
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$6,240.00, not to exceed \$6,240.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins June 15, 2021 and will terminate on or before June 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- 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. 202021-374

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.	202021-374

Signature: Wayne Shand In (Jun 15, 2021 15:20 PDT)

Email: wshannon@dusd.net

DISTRICT

Business Services

11627 Brookshire Ave.

Downey Unified School District

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

Name:

Dept.:

Address:

SERVICE PROVIDER

Dynamic Education Services, Inc.

2510 E. Jamison St.

Downey, CA 90241		Anaheim,	CA 92806
Contact: Debbie Black	Contact:	Jonas Ma	ceda
(562)469-6521/dblack@dusd.net	Phone/email:	(714) 823	-3361
IN WITNESS WHEREOF, this Agreem named parties, on the date indicated b	elow:		
DISTRICT	SER	VICE PR	OVIDER
DOWNEY UNIFIED SCHOOL DISTRI	CT Dyna	amic Educa	ation Services, Inc.
	Joi	nas Ma	Iceda Digitally signed by Jonas Maceda Date: 2021.06.15 09:21:32 -07:00
Signature	Sign	ature	
Print Name: Christina Aragon	Prir	nt Name:	Jonas Maceda
Print Title: Associate Superintenden Business Services	t Prir	nt Title:	CEO/Director
Date:	Dat	e:	June 14, 2021
District us	se only below li	те	
Account Number to be Charged 01.0-	65000.0-57600-314	0-5816-74	30000
Patricia G. Sandoval, Director of Special Edu	cation		
Name and Title of Site Administrator-F	Please print		Jun 15, 2021
Signature of Site Administrator)		Date
Signature of Program Director ONLY	IF using categori	cal funds	Date
Downey Unified School District			Page 4 of 4



II. 17. RATIFY Service Agreement No. 202021-375 with Gunn Psychological Services, Inc., for Independenet Educational Evaluation services from June 15, 2021 through October 31, 2021.



Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-375

	IS AGREEMENT made and entered into this 14th of June, 2021 by and ween Gunn Psychological Services, Inc., hereinafter called the SERVICE PROVIDER
and	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. Gunn Psychological Services, Inc. will provide a psycho-educational independent evaluation for
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$5,500.00, not to exceed \$5,500.00 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 June 15, 2021 and will terminate on or before October 31, 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.	<u>Background Check and Fingerprinting.</u> SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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. 202021-375

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

Downey Unified School	District
Service Agreement No.	202021-375



DISTRICT

Business Services

Downey Unified School District

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

Name:

Dept.:

SERVICE PROVIDER

Gunn Psychological Services, Inc.

11627 Bro	ookshire Ave.	Address:	8300 Utic	ca Ave. Ste 245
Downey, 0	CA 90241		Rancho (Cucamonga, CA 91730
	Debbie Black	Contact:	Timonthy	
(562) <u>469-</u> 6	6521/dblack@dusd.net	Phone/email	(909) 989	9-4055
IN WITNESS named partic	S WHEREOF, this Agreemes, on the date indicated be	ent has been a elow:	ccepted a	nd agreed by the below
DISTRICT		SE	RVICE PR	OVIDER
DOWNEY U	NIFIED SCHOOL DISTRIC	CT Gu	nn Psycholo	gical Services, Inc.
			S DAI	m
Signature		Sig	nature	
Print Name:	Christina Aragon	Pr	int Name:	Timothy Gunn
Print Title:	Associate Superintendent Business Services	Pr	int Title:	Owner
Date:		Da	te:	June 14, 2021
	District use	e only below l	ine	
Account Nur	mber to be Charged 01.0-69	5000.0-57600-314	100-5816-74	30000
	ndoval, Director of Special Educa			
PAUD	itle of Site Administrator-PI	ease print		Jun 17, 2021
Patricia Sandoval (Jun 17,	Site Administrator			
oignature or	One Administrator			Date
Signature of	Program Director ONLY IF	using categor	ical funds	Date
	School District ant No. 202021-375			Page 4 of 4



II. 18. RATIFY Service Agreement No. 202021-376 with Behavior and Education, Inc. to provide Behavior Intervention Implementation and Behavior Intervention Development services from June 15, 2021 through July 31, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-376

be an	IIS AGREEMENT made and entered into this 16 of June, 2021 by and tween Behavior and Education, Inc., hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Behavior Intervention Implementation (BII) Services, 20 hours/week;
	Behavior Intervention Development (BID) Services, 360 minutes/month-
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$2,760.00, not to exceed \$5,500.00 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 06/15/2021 and will terminate on or before 07/31/2021 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 D	istrict	
Service Agreement No.	202021-376	

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 D	istrict	
Service Agreement No	202021-376	



Downey Unified School District

DISTRICT

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

Name:

SERVICE PROVIDER

Behavior and Education, Inc.

Business Services	Dept.:			
11627 Brookshire Ave.	Address:	2615 Pac	ific Coast Highway, Suite 300	
Downey, CA 90241	Hermosa		a Beach, CA 90254	
Contact: Debbie Black			Barbara Endlich	
(562)469-6521/dblack@dusd.net	Phone/email:	(310) 406	6-1500; barbara@baetherapy.co	
IN WITNESS WHEREOF, this Agreem named parties, on the date indicated be	ent has been ac elow:	cepted a	nd agreed by the below	
DISTRICT	SER	VICE PR	OVIDER	
DOWNEY UNIFIED SCHOOL DISTRIC	CT Beha	avior and E	Education, Inc.	
	Par Par	Du-		
Signature	Sign	ature		
Print Name: Christina Aragon	Prir	nt Name:	Barbara Endlich	
Print Title: Associate Superintendent Business Services	t Prir	nt Title:	Chief Clinical Officer	
Date:	Dat	e:	6/21/2021	
District us	se only below lii	ne		
Account Number to be Charged 01.0	-65000.0-57600	-31400-5	816-7430000	
Patricia G. Sandoval, Director of Sp	pecial Education			
Name and Title of Site Administrator-P	lease print			
Patricia Sandoval (Jun 21, 2021 12:58 PDT)			Jun 21, 2021	
Signature of Site Administrator			Date	
Signature of Program Director ONLY II	F using categoric	cal funds	Date	
owney Unified School District ervice Agreement No. 202021-376			Page 4 of 4	



II. 19. RATIFY Amendment No. 1 to Agreement No. 202122-12 with Apex Learning to provide additional Summer School subscriptions to Apex Curriculum from June 4, 2021 through August 13, 2021.

Supporting Documents



scan0956

Date 6-8-21



Quote Number

00015455

6/8/2021

Downey Unified School District PO Bax 7017 Downey CA 90241-7017 United States

Product Description	Quantity	List Price	Sales Price	Total Price
Courses: Unlimited enrollment subscription for summer school	900.00	\$50.00	\$50.00	\$45,000.00
	Grand Total			\$45,000,00

Summer School subscriptions allow access for up to 10 weeks from the start date

Prices above do not include any applicable sales or other taxes. Additional purchases after the order end date may be subject to an annual price increase

The purchase of the digital curriculum solution in this quote is subject to the Apex Learning Terms & Conditions available at https://www.apexlearning.com/ClientAT

Please email the signed quote and a purchase order to salesdocs@apexlearning.com or fax to (206) 381-5601. Thank you for your consideration of an Apex Learning digital learning solution.

Regards.

Armine Movsesyan

Quote Acceptance

Plinted Name

75



II. 20. RATIFY Service Agreement No. 202122-28 with Health Management Associates, Inc., to provide professional development for secondary schools from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0957

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

SERVICE AGREEMENT Agreement No. 202122-28

TH	IS AGREEMENT made and entered into this 1st of June , 2021 by and
bet	ween Health Management Associates, Inc. , hereinafter called the SERVICE PROVIDER
	the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually
agı	ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide coaching, professional development, and technical assistance related to curriculum,
	instruction, and assessment for secondary schools in Downey USD.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$200/hour, not to exceed \$30,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins July 1, 2021 and will terminate on or before June 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202122-28 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.
- Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School	District
Service Agreement No.	202122-28

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

DISTRICT SERVICE PROVIDER **Downey Unified School District** Health Management Associates, Inc. Name: Contracts **Business Services** Dept.: 120 North Washington Square, Ste. 705 11627 Brookshire Ave. Address: Lansing, MI 48933 Downey, CA 90241 Jeffery M. DeVries Contact: Debbie Black Contact: 517-482-9236/jdevries@healthmanagen (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: SERVICE PROVIDER DISTRICT Health Management Associates, Inc. DOWNEY UNIFIED SCHOOL DISTRICT Kelly Johnson Signature Signature Print Name: Kelly Johnson Print Name: Christina Aragon Chief Administrative Officer Print Title: Associate Superintendent Print Title: **Business Services** 5/25/2021 Date: Date: District use only below line Account Number to be Charged 01.0-03000.0-11100-10000-5804-7490050 Rani Bertsch, Director of Secondary Education Name and Title of Site Administrator-Please print Date Signature of Site Administrator

Signature of Program Director ONLY IF using categorical funds

Downey Unified School District Service Agreement No. 202122-28 Date

Page 4 of 4



II. 21. APPROVE Service Agreement No. 202122-30 with Teaching Strategies, LLC, to provide Professional Development for the Early Learning Program from July 1, 2021 through June 30, 2022.



Supporting Documents



scan0958

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

SERVICE AGREEMENT Agreement No. 202122-30

TH	IIS AGREEMENT made and entered into this 26th of May , 2021 by and
an ag	tween Teaching Strategies, LLC , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Professional Development Days for Early Learning Program-See Attached
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$14,500.00, not to exceed \$14,500.00 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.	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
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:

- 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. 202122-30 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.	202122-30

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

Name:

SERVICE PROVIDER

Teaching Strategies, LLC

DISTRICT

Downey Unified School District

Business Services Dept.: 4500 East-West Highway, Suite 300 11627 Brookshire Ave. Address: Bethesda, Maryland 20814 Downey, CA 90241 Heather O'Shea Contact: Debbie Black Contact: legal@teachingstrategies.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: SERVICE PROVIDER DISTRICT TEACHING STRATEGIES, LLCn DOWNEY UNIFIED SCHOOL DISTRICT Signature Signature Print Name: Heather O'Shea Print Name: Christina Aragon Chief Financial Officer Print Title: Associate Superintendent Print Title: **Business Services** 5/26/2021 Date: Date: District use only below line Account Number to be Charged 01.0-02000.0-11100-10000-5804-7470000 Veronica Lizardi, Ed.D., Director, Innovative Education Programs Name and Title of Site Administrator-Please print Signature of Site Administrator of Program Director ONLY IF using categorical funds **Downey Unified School District** Page 4 of 4 Service Agreement No. 202122-30



Customer Name: Downey USD

Customer Number:

Contact Name: Lisa Rawlings Contact Email: Irawlings@dusd.net

Contact Title: Coordinator of Early Education

TEACHING STRATEGIES, LLC ("TS") 4500 EAST-WEST HIGHWAY, SUITE 300 BETHESDA, MARYLAND 20814

301-634-0818

Prepared by: James Rivet james.r@teachingstrategies.com

Expiration Date: 06-19-2021

SUMMARY			H. LINES
PRODUCT	SALES PRICE	QTY	TOTAL PRICE
PD0006560 1-day Professional Development - Focus on Assessment	\$2,900.00	1	\$2,900.00
PD0006559 1-day Professional Development - Getting Started with Teaching Strategies for Preschool	\$2,900.00	1	\$2,900.00
PD0006561 1-day Professional Development - Responsive Planning, Meeting the Needs of Children and Families	\$2,900.00	1	\$2,900.00
PD0006562 1-day Professional Development - Meaningful Experiences, Using In-Depth Investigations to Support Learning	\$2,900.00	1	\$2,900.00
PD0006563 1-day Professional Development - Data Storytelling	\$2,900.00	1	\$2,900.00
		Subtotal:	\$14,500.00
		Shipping:	\$0.00
		Tax:	\$0.00
		Total:	\$14,500.00

BILL TO

Billing Client:

Downey USD

Billing Street:

11627 BROOKSHIRE AVE

Billing City: Billing State: DOWNEY

California

Billing Postal Code:

90241

Billing Country:

United States



Select a Payment Method and follow the payment instructions.

Payment Type:

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

- Receipt of a valid purchase order;
- Completed credit card transaction;
- 3. Receipt of wire transfer; or
- 4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Professional Development and Training

Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based on a maximum number of 50 attendees per session (a maximum number of 30 attendees for *GOLD** online lab sessions and 35 attendees for Math curriculum sessions). An additional fee of \$75 will be charged for each attendee in excess of these maximums; (iii) If multiple sessions are scheduled, an additional fee of \$300 may be charged for sessions scheduled on non-consecutive days; (iv) Additional fees, including travel expenses, will also apply for each session not scheduled at least 21 days in advance; (v) Customer agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including food, beverages, microphones, speakers, projects, computers and viewing screens; and (vi) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted, and may not be reproduced or distributed except in accordance with this provision, without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:

Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.

Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.

Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:

Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300. Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$790.

Scheduling with less than a 24-hour notice, Customer is invoice an additional fee of \$790 and also for any additional travel expenses incurred due to last minute travel scheduling.



PD Details			
TOPIC AND FORMAT	DATE	START	END
1-day Professional Development - Focus on Assessment	09/09/2021	8:30 AM	2:30 PM
1 day Professional Development - Getting Started with Teaching Strategies for Preschool	08/09/2021	8:30 AM	2:30 PM
1-day Professional Development - Responsive Planning, Meeting the Needs of Children and Families	10/08/2021	8:30 AM	2:30 PM
1-day Professional Development - Meaningful Experiences, Using In-Depth Investigations to Support Learning	11/09/2021	8:30 AM	2:30 PM
1-day Professional Development - Data Storytelling	12/09/2021	8:30 AM	12:30 PM

By executing this Order Form, the Customer hereby agrees to be bound by the provisions contained herein:

Customer Name	Teaching Strategies, LLC
By (Signature):	By: Helle
Name (Print): Veronica Lizardi	Name: Heather O'Shea
Title: Director of Innovative Educational Programs	Title: Chief Financial Officer
Address: 11627 BROOKSHIRE AVE	Address: 4500 East West Highway, Suite 300
DOWNEY, California 90241	8ethesda, MD 20814
Date: 5/28/2021	Date: 5/27/2021



II. 22. RATIFY Service Agreement No. 202122-32 with Renaissance Learning, Inc., to provide professional development to implement the Freckle program at Columbus High School from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0959

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

SERVICE AGREEMENT Agreement No. 202122-32

TH	IIS AGREEMENT made and entered into this 26th of May , 2021 by and tween Renaissance Learning, Inc. , hereinafter called the SERVICE PROVIDER
an	the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. To provide professional development to implement the Freckle program at Columbus HS
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$750.00, not to exceed \$750.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 07/01/2021 and will terminate on or before 06/30/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School	District
Service Agreement No.	202122-32

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.		

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

SERVICE PROVIDER

DISTRICT

Downey Unified School District Service Agreement No. 202122-32

Renaissance Learning, Inc. Downey Unified School District Name: **Business Services** Dept.: P.O. Box 8036 Address: 11627 Brookshire Ave. Wisconsin Rapids, WI 54495-8036 Downey, CA 90241 Matt Creech Contact: Contact: Debbie Black Matt.Creech@renaissance.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 Renaissance Learning, Inc. DOWNEY UNIFIED SCHOOL DISTRICT Debra Schoenick Digitally signed by Debra Schoenick Date: 2021.05.27 12:21:14 -05'00' Signature Signature Print Name: Debra C. Schoenick Print Name: Christina Aragon VP Proposal Solutions Associate Superintendent Print Title: Print Title: **Business Services** 5/27/2021 Date: Date: District use only below line Account Number to be Charged 01.0-30100.0-11100-10000-5804-7470000 Veronica Lizardi, Ed.D., Director, Innovative Education Programs Name and Title of Site Administrator-Please print 5/28/2021 Signature of Site Administrator Date 5/28/2021 Signature of Program Director ONLY IF using categorical funds Date

Page 4 of 4



II. 23. APPROVE Service Agreement No. 202122-38 with JAM Corporation to perform NFPA 72 fire alarm testing services at all District school sites from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0960

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

SERVICE AGREEMENT Agreement No. 202122-38

THIS AGREEMENT made and entered into this <u>2nd</u> of <u>June</u> , <u>2021</u> by and between <u>JAM Corporation</u> , hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually agree as follows:			
r	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. perform NFPA 72 fire alarm testing at all D.U.S.D. school sites during the 2021-22 fiscal year		
(;	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$66,100.00, not to exceed \$66,100.00 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.		
	 Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement. 		
	Term. The term of this agreement begins July 1, 2021 and will terminate on or before June 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.		
	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.	202122-38

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

Downey Unified School District Service Agreement No. 202122-38 14. <u>Notices:</u> Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

Name:

Dept.:

Address:

Contact:

SERVICE PROVIDER

JAM Corporation

1930 South Myrtle Avenue

Monrovia, CA 91016

Mike Mongillo

Service

DISTRICT

Business Services

Downey, CA 90241

11627 Brookshire Ave.

Contact: Debbie Black

Downey Unified School District

Phone/email: (213)305-5158/mike@jamcorporation.co	
has been accepted and agreed by the below v:	
SERVICE PROVIDER	
JAM Corporation	
Larry Erbe Date: 2021.06.04 11:38:14 -07'00'	
Signature	
Print Name: Larry Erbe	
Print Title: VP of Contracts	
Date: 06/04/2021	
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se print	
Date	
sing categorical funds Date	
Page 4 of 4	
o o o	



State Lic.# 791060 B/C-7/ C-10/C-16 QUOTATION

*5/21/2021

Customer: Downey Unified School District

Attn: Chris Nezzer

Billing Address: 11627 Brookshire Ave, Downey, CA 90241

Phone: 562-469-6901 Fax: 562-469-6910

Proposal: Annual Fire Alarm Testing / NFPA 72

I appreciate the opportunity to present this quote and look forward to doing business with you.

Scope of work:

Provide all equipment, labor, and material necessary to perform NFPA 72 testing in the following categories:

1. Fire Alarm / Protective Signaling System

Price for Above: \$66,100.00

\$1850.00 Alameda ES

\$1850.00 Carpenter ES

\$1850.00 Gallatin ES

\$2650.00 Gauldin ES

\$1850.00 Imperial ES

\$1850.00 Lewis ES

\$2650.00 Old River ES

\$1850.00 Price ES

\$2650.00 Rio Hondo ES

\$1850.00 Rio San Gabriel ES

\$1850.00 Unsworth ES

\$1850.00 Ward ES

\$1850.00 Williams ES

\$4250.00 Doty MS

\$4250.00 Griffiths MS

\$4250.00 Sussman MS

\$4250.00 Stauffer MS \$9850.00 Downey HS

\$9850.00 Warren HS

\$975.00 Columbus HS

\$975.00 Downey Adult School

Clarifications:

- Be advised, occasionally system components fail as a result of being tested. JAM Fire
 Protection accepts no responsibility for components that fail during testing. In the event of
 a component failure that will leave the system in a non-operational state, an emergency
 repair may be required. These repairs will be guoted separately.
- Price is for testing of above systems only. Any repairs required as a result of the testing will be quoted separately.
- This quote is based on second shift working hours Monday thru Friday 3:00pm to 11:30pm. Customer to provide full access to all areas / devices required to be tested. If test cannot be completed re-test charge will apply.
- 4. Prevailing wage rates are included.
- 5. NFPA 72 Record of Inspection and Testing Report to be provided to Owner for each site.

Accepted by_		Date
	(If accepted please sign and return by fax)	(*Price good for 30 days)
Thank you for	choosing JAM Corporation	



II. 24. RATIFY Service Agreement No. 202122-42 with Alpha Interpreting Agency Corp. to provide certified American Sign Language interpreters as needed to DHH students, effective July 1, 2021 through June 30, 2022.

Supporting Documents



scan0961

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

SERVICE AGREEMENT Agreement No. 202122-42

THIS AGREEMENT made and entered into this <u>lst</u> of <u>July</u> , <u>2021</u> by and between <u>Alpha Interpreting Agency, Corp.</u> , hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually agree as follows:				
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. See Attached			
	in the DHH Program.			
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$_See attached rate sheet_, not to exceed \$_95,000for 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 beginsJuly 1, 2021 and will terminate on or beforeJune 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.			
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.			

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

Downey Unified School Dis	trict	
Service Agreement No.	202122-42	

personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER Alpha Interpreting Agency, Corp. **Downey Unified School District** Name: **Business Services** Dept.: 3695 Copper Ridge Dr. 11627 Brookshire Ave. Address: Corona, CA 92882 Downey, CA 90241 Contact: Debbie Black Contact: Roy McCrory, CEO (562)469-6521/dblack@dusd.net Phone/email: 310 220-9655 roy@alphainterpreters.com IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER Alpha Interpreting Agency, Corp. **DOWNEY UNIFIED SCHOOL DISTRICT** Signature Signature Roy McCrory Print Name: Christina Aragon **Print Name:** CEO Print Title: Associate Superintendent **Print Title: Business Services** June 1, 2021 Date: Date:

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

District use only below line

Account Number to be Charged	01.2-65000.0- 57101 -11 9 00-5817-7435000 = 10% — 01.2-65000.0- 57601 -11900- 5 817- 74 35000 = 80% 01.2-65000.0- 57607 -11900- 5 817- 7 435000 = 10%				
Rebecca Piepho-Su / DHH Principal					
Name and Title of Site Administrator-Please print					
Rebecca Perdio Son	6/16/21				
Signature of Site Administrator	Date				
Signature of Program Director ONLY IF usin	g categorical funds Date				
Downey Unified School District Service Agreement No. 202122-42	Page 4 of 4				

SCOPE OF WORK

Alpha Interpreting Agency

- · Sign Language interpreting
- · Oral interpreting
- · Trilingual interpreting
- · Tactile interpreting
- . Virtual Interpreting

Scope of work: Service provider will provide services to students, staff or parents within the regionalized area. Service may include, but not be limited to, interpreting in the following settings: classroom, extracurricular activities, various meetings (i.e. staff meetings, IEP meetings, parent meetings), workshops, trainings, virtual versions of all these activities, etc.

Rates: All rates will follow the rate sheet provided by the service provider and approved by the district.

Requests will be made with a two-hour minimum and bepaid in 30-minute increments for any request longer than the two-hour minimum.

Duty-free lunches, regardless of length of lunch period., will not be paid. After any unpaid lunch a new 2 hour minimum commences.

Mileage will not be paid.

Assignments that are cancelled within 48 hours of assignment will be billed.

Invoices: All invoices shall include the following information:

- · Name of the person/persons providing the service
- · Description of the work performance
- Location where work was performed
- · Date that work was performed
- · Total amount due and payable
- · Contract and invoice number

Certification Requirements:

- All contract interpreters must possess valid certification with a score of
 4.0 or above from the Registry Interpreter for the Deaf (RID) or an equivalent, as recognized by the California State Department of Education(CDE)
- CART providers shall have CRC certification or equivalent.

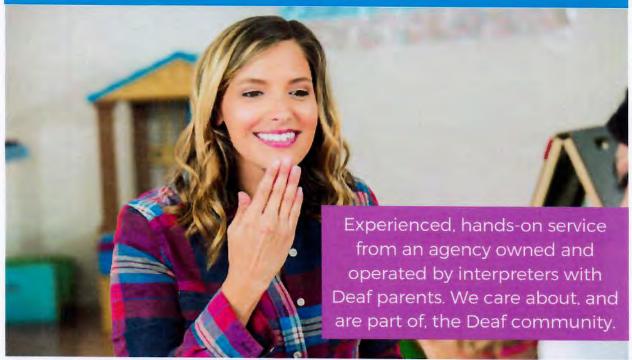
The district lead interpreter, Lisa Hunt or designee, will make all requests for service.

Signature

1

NEED ASL INTERPRETING SERVICES?

WE'VE GOT YOU COVERED



Alpha Interpreting Agency helps you by:

- Putting your students' needs forefront
- Carefully matching the right interpreter with each student
- Providing services to allow students to meet their IEP goals

Providing qualified interpreters with:

- Excellent interpreting skills
- Experience
- Certification
- DOJ clearance
- TB clearance
- Alpha ID badges for school safety
- AB 5 Compliant

Please visit alphainterpreters.com for testimonials and more information



Alpha Interpreters are Qualified, Experienced, Professional!



Mark 20 years+ NIC, EIPA 4.7



For testimonials/more info Alphainterpreters.com



Roy 20 years+ MS DHH Education NIC, NAD IV, Ed:K-12



Crystal 10 years+ B.A. UCSB, ESSE, CCHI



Jimmy 25 years+, NAD V: Master 2019 Cal-Ed Interpreter of the year



Sharon 15 years+ B.A. CSUN, EIPA

ALPHA INTERPRETING RATES Assignments billed in 1/2 hour increments. 72 hour cancellation notice required. Sometimes 2 interpreters will be required.

Ongoing
Assignments
averaging 25+ hours
per week for 16 weeks
or longer: Inquire for
discounts.

Standard

Assignment requests made with at least three full business days' notice. \$80/hour with a 2 hour minimum

Emergency/Specialty

Assignments requested with less than 3 full business days, after hours (between 5 pm and 7 am), on weekends/holidays, or requiring specific knowledge, training and experience including \$90/ hour with a 2 hour minimum





II. 25. RATIFY Service Agreement No. 202122-43 with Sign Up Interpreting Services, LLC, to provide Communication Access Real-Time Translation (CART) services to DHH students, effective July 1, 2021 through June 30, 2022.

Supporting Documents



scan0962

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

SERVICE AGREEMENT Agreement No. 202122-43

De	IIS AGREEMENT made and entered into this <u>1st</u> of <u>July</u> , <u>2021</u> by and tween <u>Sign Up Interpreting Services, LLC.</u> , hereinafter called the SERVICE PROVIDER
an	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. Agency will provide Communication Access Real-Time Translation (CART) for students
	in the DHH Program.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\section{\section} \section{\section} \seta \section{\section} \seta \section{\section} \sec
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term</u> . The term of this agreement begins <u>July 1, 2021</u> and will terminate on or before <u>June 30, 2022</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:

- 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 Dist	rict
Service Agreement No.	202122-43

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 Dis	trict	
Service Agreement No.	202122-43	

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 Sign Up Interpreting Services, LLC. **Downey Unified School District** Name: **Business Services** Dept.: P.O. BOX 941 11627 Brookshire Ave. Address: Sunset Beach, CA 90742 Downey, CA 90241 Sabrina Ramos Contact: Debbie Black Contact: (657) 464-4192 (562)469-6521/dblack@dusd.net Phone/email: signupasl@gmail.com IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER Sign Up Interpreting Services, LLC. DOWNEY UNIFIED SCHOOL DISTRICT abruna Ramos Signature Signature Sabryna Ramos Print Name: Christina Aragon Print Name: CEO / OWNER Print Title: Associate Superintendent Print Title: **Business Services** Jun 14, 2021 Date: Date: District use only below line 01.2-65000.0-57101-11900-5817-7435000 - (10%) Account Number to be Charged 01.2-65000.0-57601-11900-5817-7435000 - (80%) 01.2-65000.0-57607-11900-5817-7435000 - (10%) Rebecca Piedonso / DHH Principal Name and Title of Site Administrator-Please print 6.15.2021 Signature of Site Administrator Date Date Signature of Program Director ONLY IF using categorical funds **Downey Unified School District** Page 4 of 4

202122-43

Service Agreement No.

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

SCOPE OF WORK

Service provider, SignUp, will provide the following services:

- · Sign Language interpreting
- · Oral interpreting
- · Trilingual interpreting
- · Tactile interpreting
- . Communication access real-time translation (CART) services.

Scope of work: Service provider will provide services to students, staff or parentswithin the regionalized area. Service may include, but not be limited to, interpreting or CART services in the following settings: classroom, extracurricular activities, various meetings (i.e. staff meetings, IEP meetings, parent meetings), workshops, trainings, etc.

Rates: All rates will follow the rate sheet provided by the service provider and approved by the district. Requests will be made with a two-hour minimum and bepaid in 30-minute increments for any request longer than the two-hour minimum. Duty-free lunches, regardless of length of lunch period., will not be paid. Mileage will not be paid.

<u>Cancellations</u>: must be made' prior to two business day, of the pre-arranged assignment; otherwise the entire time frame of the confirmed assignment will be charged.

Invoices: All invoices shall include the following information:

- · Name of the person/persons providing the service
- · Description of the work performance
- · Location where work was performed
- · Total amount due and payable
- · Contract and invoice number

Certification Requirements:

- Sign language interpreter must possess valid certification with a score of 4.0 or above from the Registry Interpreter for the Deaf (RID) or an equivalent, as recognized by the California State Department of Education(CDE)
- CART providers shall have CRC certification or equivalent.

The district lead interpreter, Lisa Hunt or designee, will make all requests for service.

Signature Sabry

Date 5/24/21



II. 26. APPROVE Service Agreement No. 202122-45 with Total Safety Solutions, LLC, to provide parent education workshops on Cyber Safety from August 1, 2021 through May 31, 2022.

Supporting Documents



scan0963

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

SERVICE AGREEMENT Agreement No. 202122-45

TH	IS AGREEMENT made and entered into this 8th of June , 2021 by and tween Total Safety Solutions, LLC , hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually
	the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. To provide Parenting seminars covering Cyber Safety in English and Spanish at various sites.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$7,287.50, not to exceed \$7,287.50 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 08/01/2021 and will terminate on or before 05/31/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202122-45 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.
- Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District
Service Agreement No. 202122-45

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.:

SERVICE PROVIDER

Total Safety Solutions, LLC

DISTRICT

Business Services

Downey Unified School District

11027 Brooksnire Ave.	Address:	27762 Antonio Pkwy L1-537
Downey, CA 90241		Ladera Ranch, CA 92694
Contact: Debbie Black	Contact:	Gretchen Cranford
(562)469-6521/dblack@dusd.net	Phone/email:	949-441-4760
IN WITNESS WHEREOF, this Agreer named parties, on the date indicated bushess.	below:	cepted and agreed by the below VICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTR		I Safety Solutions, LLC
SOUTH SHIP TO THE SOUTH STATE OF THE STATE O		A. A
Signature	Sign	Chylin Curpord
Oignaturo	Sign	ature
Print Name: Christina Aragon	Prir	nt Name: Clayton Cranford
Print Title: Associate Superintender Business Services	nt Prir	nt Title: Owner
Date:	Dat	e; 6/8/21
District u	se only below lii	пе
Account Number to be Charged 01.0-	-03000.0-11100-1000	00-5810-7470480
Veronica Lizardi, Ed.D., Director, Innovative		
Name and Title of Site Administrator-		1
Chan Co.	redoc print	6/8/21
Signature of Site Administrator		Date /
a. mato.		4/8/21
Signature of Program Director ONLY	IF using categoric	cal funds Date
Downey Unified School District		Page 4 of 4
Service Agreement No. 202122-45		6- 1 -1



II. 29. RATIFY Service Agreement No. 202122-48 with the Jewish Family & Children's Services to provide individual and group counseling services to students from July 1, 2021 through June 30, 2022.



Supporting Documents



scan0964

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

SERVICE AGREEMENT Agreement No. 202122-48

be	IIS AGREEMENT made and entered into this 14 of May 2021 by and tween Jewish Family & Children's Service, hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. To provide individual and group counseling services to the students of Downey USD.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$154,612.50, not to exceed \$154,612.50 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins July 1, 2021 and will terminate on or before June 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

- \$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:

- 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. 202122-48 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 Maieure 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.
- Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School	District
Service Agreement No.	202122-48

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

Name:

SERVICE PROVIDER

Jewish Family & Children's Service

DISTRICT

Downey Unified School District

Downey Unified School District Service Agreement No. <u>202122-48</u>

Business S	Services	Dept.:		
11627 Brookshire Ave. Downey,		Address: 3801 E. W		Villow Street
CA 90241				ich, CA 90815
Contact: Angel Kellogg		Contact:	Kathryn N	Miles
(562) <u>469-6</u>	6521/akellogg@dusd.net	Phone/email:	562-427-	7916/kmiles@jfcslongbeach.org
	S WHEREOF, this Agreeme es, on the date indicated be		cepted a	nd agreed by the below
DISTRICT		SER	VICE PR	OVIDER
DOWNEY U	NIFIED SCHOOL DISTRIC	<u>Jew</u>	ish Family	& Children's Service
		1 R	att.	MOPS
Signature		s gr	ature /	
Print Name:	Christina Aragon	Prin	nt Name:	Kathryn Miles
Print Title:	Associate Superintendent Business Services	Prin	nt Title:	Executive Director
Date:		Dat	e:	7/2/2021
	District use	e only below li	ne	,
Account Nur	mber to be Charged 01.0-03	3000.0-11100-312	00-5817-74	50290
	ski, Ed. D., Sr. Director			
Name and T	itle of Site Administrator-Pl	ease print		
Signature of	Site Administrator		4.	Date .
Signature of	Program Director ONLY IF	using categori	cal funds	Date

Page 4 of 4

Addendum to 2021 - 2022 Service Agreement

It is agreed upon by both parties that Jewish Family & Children's Service of Long Beach & West Orange County (JFCS) does not have automobile insurance coverage. JFCS does not own or operate automobiles and therefore does not carry liability insurance. Clinicians will provide auto insurance on their personally owned vehicles. JFCS does have non-owned auto coverage, as outlined in the agreement. JFCS will collect and retain current certificates of automobile insurance from hired clinicians and retain such insurance on file. JFCS will provide such insurance upon request of the District in the event of a claim against the clinician.

DUSD shall indemnify and hold harmless JCFS, its officers and employees, from and against any liability, loss, cost or expense resulting from any injury or damage to persons or property caused by negligent acts or omissions of DUSD, its agents or employees while engaged in the performance of this agreement. DUSD shall maintain its regular premises liability coverage or insurance covering the building or facilities, which shall not be the concern of JFCS.



II. 30. RATIFY Service Agreement No. 202122-49 with 10-20 Club Inc., for At-Risk Parent/Student Support Outreach services from July 1, 2021 through June 29, 2022.

Supporting Documents



scan0965

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

SERVICE AGREEMENT Agreement No. 202122-49

TH	IS AGREEMENT made and entered into this 12 of May , 2021 by and
an	tween 10-20 Club Inc. , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. AT-RISK PARENT/STUDENT SUPPORT OUTREACH - Also but not limited to:
	drug/alcohol, truancy diversion, anger management, family group counsel & community services
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$60,403 + \$15,000 21-22yr , not to exceed \$75,403.00 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 <u>July 1, 2021</u> and will terminate on or before <u>June 29,2022</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 District Service Agreement No. 202122-49 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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

Downey Unified School	District
Service Agreement No.	202122-49

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 10-20 Club Inc. Name: **Business Services** Dept.: 11627 Brookshire Ave. Downey. Address: CA 90241 Contact: Angel Kellogg Contact: (562)469-6521/akellogg@dusd.net 562-618-2550 Phone/email: THE 1020CIUB COME. 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 Signature Print Name: Christina Aragon Print Name: DARKEII Print Title: Associate Superintendent Print Title: **Business Services** Date: 6-16-21 Date: District use only below line Account Number to be Charged 01.0-00000.0-00000-31100-5804-7457700 ROBERT JAGIELSKI, Ed. D., Senior Director Name and Title of Site Administrator-Please print Signature of Site Admirlistrator Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4

Service Agreement No. 202122-49



II. 31. RATIFY Service Agreement No. 202122-56 with AVID for membership fees and AVID Weekly for Secondary from July 1, 2021 through June 30, 2024.

Supporting Documents



scan0966

AVID Center



Products and Services 2021-24 Quote/Order

Client:

Downey Unified School District

AVID Center Representative: Katheryn Ramirez

Address:

11627 Brookshire Ave

Phone:

(858) 380-4784

Downey, CA, 90241

Email:

karamirez@avid.org

Effective Date: July 1, 2021

Expiration Date:

June 30, 2024

2021-22 Downey USD Quote/Order #: Q-81198

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 2	\$4000.00	\$0.00	\$4000.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
1	AVID Weekly Secondary		OTAL	\$ 4

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
		SUBT	OTAL	\$ 4,679.

Griffiths	Middle	School
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Multi-year Quote/Order

2021 - 2024 Downey Unified School District Drafted: 2021-06-09

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
/*************************************	4	SUBT		\$ 4,679.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
New-			OTAL	\$ 4,679

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
	A STATE OF THE STA	SUBT	OTAL	\$ 4,679.

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
		SUBT	OTAL	\$ 4,679.

2022-23 Downey USD Quote/Order #: Q-81702

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
	<u> </u>	SUBT	OTAL	\$ 13,179.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.00

2023-24 Downey USD Quote/Order #: Q-81703

oty Mic	idle School			10000
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.00

Owney QTY	High School PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
	AVID Summer Institute or DigitalXP			

10	Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBTO	TAL	\$ 13,179.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.0

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
	A CONTRACTOR OF THE PARTY OF TH	SUBT	OTAL	\$ 13,179.0

Quote Summary:

Quote #	Quote Start Date	Quote End Date	Subtotal
Q-81198	July 1, 2021	June 30, 2022	\$ 32,074.00
Q-81702	July 1, 2022	June 30, 2023	\$ 79,074.00
Q-81703	July 1, 2023	June 30, 2024	\$ 79,074.00

Grand Total \$ 190,222.00 *plus all applicable taxes

Additional Comments:

Prices for this multi-year contract 2021-2024 are contingent upon Client paying for all quotes/years in year 1. If Client does not pay the Grand Total in 2021-22, then Client agrees that AVID Center has the right to adjust pricing of applicable quotes to the current prices appropriate for that year and invoice accordingly.

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above. This Quote/Order, together with the General Terms and Conditions, supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Descriptions and requirements for AVID Products and Services can be found at https://www.avid.org/Page/3290. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy, which may be viewed at https://www.avid.org/rest-assured-policy. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)	Do	wney Unified School District
Ву:	Ву:	
Print Name:	Print Name:	Christina Aragon
Title:	Title:	Associate Superintendent
Date:	Date:	July 15, 2021
Email: contracts@avid.org	Email:	
AVID Center 9797 Aero Drive, Suite 100 San Diego, CA 92123 Employer ID # 33-0522594		



II. 37. RATIFY Service Agreement No. 202122-62 with QuickCaption to provide Communication Access Real-Time Translation (CART) services as needed to DHH students, effective July 1, 2021 through June 30, 2022.

Supporting Documents



scan0967

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

SERVICE AGREEMENT Agreement No. 202122-62

TH	IIS AGREEMENT made and entered into this 1st of July , 2021 by and
be	tween QuickCaption hereinafter called the SERVICE PROVIDER
an ag	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. Agency will provide Communication Access Real-Time Translation (CART) for students
	in the DHH Program.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\sum_{\text{See}} \text{ attached rate sheet}_{\text{, not to exceed}} \sum_{\text{200,000}} \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.	<u>Term.</u> The term of this agreement beginsJuly 1, 2021 and will terminate on or beforeJune 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

- \$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:

- 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. 202122-62

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 Dist	trict	
Service Agreement No.	202122-62	

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 Quick Caption Downey Unified School District Name: **Business Services** Dept.: 11627 Brookshire Ave. 4927 Arlington Ave. Address: Downey, CA 90241 Riverside, CA 92504 Contact: Debbie Black Antha Ward Contact: (951) 779 - 0787 (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 autra award Signature Signature Print Name: Christina Aragon Print Name: Antha A Ward President Print Title: Associate Superintendent Print Title: **Business Services** Date: Date: June 14, 202 District use only below line 01.2.65000.0-57101-11900-5817-7435000 - (10%) Account Number to be Charged 01.2.65000.0-57601-11900-5817-7435000 - (80%) Rebecca Piepho-Su / DHH Principal 01.2.65000.0-57607-11900-5817-7435000 - (10%) Name and Title of Site Administrator-Please print Rebecca Perdis Son 6 22 21 Signature of Site Administrator Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4

Service Agreement No. ____

202122-62

SCOPE OF WORK

Service provider, QuickCaption will provide the following services:

Communication access real-time translation (CART) services.

<u>Scope of work:</u> Service provider will provide services to students within the regionalized area. Service may include, but not be limited to, CART services in the following settings: classroom, extracurricular activities, various meetings (i.e. IEP meeting). These services may require the service to be provided in person.

<u>Rates:</u> All rates will follow the rate sheet provided by the service provider and approved by the district. Requests will be made with a two-hour minimum and be paid in 30 minute increments for any request longer than the two-hour minimum. Duty-free lunches, regardless of length of lunch period, will not be paid. Mileage will not be paid.

<u>Cancellations:</u> must be made prior to 48 hours of the pre-arranged assignment; otherwise the entire time frame of the confirmed assignment will be charged.

Invoices: All invoices shall include the following information:

- · Name of the person/persons providing the service
- · Description of the work performance
- Location where work was performed
- Total amount due and payable
- · Contract and invoice number

<u>Certification requirements:</u> one of the NCRA certifications or five years consistent paid experience.

The district lead interpreter, Lisa Hunt or designee, will make all requests for service.

	autha award		
Signature	00000	Date_	June 14, 2021

RATE SHEET



4927 Arlington Avenue Riverside, California 92504 951-779-0787 (V) 951-779-0980 (Fax) www.QuickCaption.com

QuickCaption Proposes to Provide Remote CART Captioning Services

Lisa Hunt
Lead Sign Language Interpreter
Downey Unified School District
Downey/Montebello SELPA
9625 Van Ruiten Street, Room K1
Bellflower, CA 90706
562-869-7301 / lhunt@dusd.net

Developed and Submitted: Monday, June 14, 2021 Rates in effect through June 30, 2022

Firm's Name and Information:

QuickCaption, Inc. 4927 Arlington Avenue Riverside, CA 92504 Telephone: 951-779-0787

Fax: 951-779-0980

Emergency Telephone: 951-536-0850 Email: QuickCaption@gmail.com Website: www.QuickCaption.com

Authorized Representative: Antha A. Ward, President

Direct Email: award@quickcaption.com

Firm's Certifications, DUNS, SIC, and Federal ID

QuickCaption is a State of California Corporation, Secretary of State, corporation number 2549491
QuickCaption is a State of California Certified Small Business Enterprise (SBE Proprietary), number 30021
QuickCaption is a State of California Certified Very Small Business Enterprise (VSBE), number 30021
QuickCaption is a State of California Certified Emerging Business Enterprise (EBE), number 30021
QuickCaption is a County of Los Angeles Certified Small Business Enterprise (SBE), number 30021
QuickCaption is a County of Los Angeles Certified Woman Owned Small Business, number 82647

DUNS: 010617475; SIC: 7280 Federal Tax ID: 57-1183861

History & Experience:

QuickCaption was established in March 1999 to provide Real-Time Captioning (to later become known as CART) to students with hearing loss, and became a California corporation in September 2001. Since 1999, QuickCaption has grown significantly -- intellectually, logistically, and financially.

A timeline of its growth of services:

1999: QuickCaption established to provide onsite academic CART services to students with hearing loss

2001: QuickCaption offers remote academic and nonacademic CART

2002: QuickCaption offers verbatim transcription services

- 2003: QuickCaption offers media [open/closed] captioning for VHS/DV/DVD material
- 2004: QuickCaption offers onsite and remote Broadcast Captioning via encoder/decoder
- 2009: QuickCaption develops "mobile" captioning via iPads and SmartPhones
- 2012: QuickCaption, working with Google, develops live real-time streaming YouTube captioning
- 2012: QuickCaption offers onsite and remote CART Captioning Services to K12 and Unified School Districts
- 2013: QuickCaption offers onsite American Sign Language Interpreting Services in Southern California
- 2014: QuickCaption offers live Broadcast Captioning simultaneously to multiple outputs, YouTube and Facebook Live
- 2015: QuickCaption offers onsite and remote TypeWell Transcription Services
- 2016: QuickCaption offers inconspicuous and autonomous onsite CART Captioning Services via various streaming platforms such as Text on Top and JoinMe

QuickCaption is currently a California Corporation, Secretary of State Corporate Number: 2549491 QuickCaption is currently a California State Certified Small Business, number 30021 QuickCaption is currently a County of Los Angeles Certified Woman Owned Small Business, number 82647

QuickCaption currently employees 17 full-time staff members, of which an impressive 13 have been employed since 2011 or earlier, and 83 field team members.

QuickCaption's financial growth has been steady and solid. Its annual revenues have grown steadily over the past 19 years and have exhibited a 12% or greater <u>annual</u> growth since 2009. Its steady positive growth is a clear indication of client satisfaction and its ability to handle such a substantial contract.

QuickCaption has become one of the nation's leading providers of all facets of "Captioning" as shown in its list of principle areas of current services:

- Remote and onsite CART (Communication Access Real-Time Translation) services
- Remote and onsite Live Broadcast [open/closed] Captioning services via encoder/decoder
- Postproduction Captioning services for live and/or archival webcasts
- Remote CART Captioning services for online meetings utilizing numerous platforms such as Zoom, BlackBoard, Adobe Connect, WebEx, and Google Hangouts
- Remote CART Captioning services for web-streamed events
- Remote CART Captioning services for corporate teleconferences
- Captioning and Subtitling services for prerecorded media including videotape, VHS, Beta, DV, CD, and DVD
- Post-event verbatim transcription services
- Post-event verbatim transcription services with specializations in medical, sciences, and legal

As of the end of F/Y 2020, QuickCaption currently provides <u>contractual</u> CART, Captioning, TypeWell, and Sign Language Interpreting services to 63 colleges and universities, 28 governmental agencies, 14 corporations, and 12 nonprofit organizations. QuickCaption provides hundreds of non-contractual additional hours monthly as well.

As of the end of F/Y 2020, QuickCaption currently utilizes 103 qualified CART Captioners, Broadcast Captioners, TypeWell Transcribers, and Sign Language Interpreters More than 80% of its CART Captioners and Broadcast Captioners have obtained one or more NCRA certifications (CRC, CRR, CSR, RDR, RMR, RPR).

Cost and Terms of Service - K12 Academic CART Captioning Services

Proposed fee for Remote K12 CART Academic Captioning Services:

- \$71.00 per hour
- · Two-hour minimum per class; Invoiced in 30-minute increments thereafter
- Set up / log in initiated five (5) minutes prior to each assignment, no additional charge
- Set up / log in in excess of five (5) minutes will be invoiced
- Services ordered less than 48 hours in advance incur a 10% surcharge
- · No additional charge for evening or weekend assignments
- Assignments two hours or more in length will be teamed with two CART Captioners. Rate is per CART Captioner
 per hour.

- The transcript of each assignment will be forwarded to the student/client within 24 hours of the completion of
 each assignment; sent via email in Word .doc format. There is an additional charge of \$8.00 per hour for the
 transcript.
- 48-business-hour cancelation policy in effect. Any scheduled event canceled less than 48 business hours in advance to be invoiced for scheduled time or applicable minimum.

Proposed fee for On-site K12 Academic CART Captioning:

- \$85.00 per hour
- Two-hour minimum per class; Invoiced in 30-minute increments thereafter
- Set up / log in initiated five (5) minutes prior to each assignment, no additional charge
- Set up / log in in excess of five (5) minutes will be invoiced
- Services ordered less than 48 hours in advance incur a 10% surcharge
- No additional charge for evening or weekend assignments
- Assignments two hours or more in length will be teamed with two CART Captioners. Rate is per CART Captioner
 per hour.
- The transcript of each assignment will be forwarded to the student/client within 24 hours of the completion of
 each assignment; sent via email in Word .doc format. There is an additional charge of \$8.00 per hour for the
 transcript.
- 48-business-hour cancelation policy in effect. Any scheduled event canceled less than 48 business hours in advance to be invoiced for scheduled time or applicable minimum.

When submitting videos, or any other media, for postproduction captioning, please let us know (by email is fine) ... A list of titles to be captioned

Approximate run time (length) of each file, if known

If numerous files, indicate the priority or request order of return (label 1, 2, 3, etc.) We will submit in order and as each is completed.

Equipment - Remote CART Captioning Services

Choice #1 - ZOOM: Remote CART Captioning Services utilizing Zoom for audio

Prior to the event, the client will be assigned remote Captioner(s). QuickCaption will provide the primary Captioner's name and the assigned Zoom Meeting Room link and Meeting ID. Additionally, QuickCaption will provide (as shown below) a URL link to access the real-time text which will be personalized to each client. There is no downloading required to receive the real-time captions. It's just a simple click of the URL link and the live captions will appear at the start of the assignment.

Equipment/Setup:

Laptop: Laptop computer with high-speed Internet access

Microphone: QuickCaption has recognized found the Revolabs xTag microphone to be one of the best choices for clear audio during remote assignments. Revolabs 02-DSKSYS-D xTag Wireless Microphone with USB Base.

NOTE: The laptop's internal microphone is not sufficient for quality captioning and MUST be turned OFF.

Connection Process:

Five to ten minutes prior to the event, the assigned primary Captioner will be available and present in the Zoom Meeting Room, as well as have the real-time text URL site activated. Upon the client's entering the Zoom Meeting Room, activate the audio settings for the Revolabs O2-DSKSYS-D xTag Wireless Microphone to designate as the audio input. Once audio has been established, the client can access the text/CART stream by going to their own designated URL link, for example: http://www.streamtext.net/text.aspx?event=DUSDK12Student#1

Choice #1 - SKYPE: Remote CART Captioning Services utilizing Skype for audio

Prior to the event, the client will be assigned remote Captioner(s). QuickCaption will provide the primary Captioner's name and their Skype Contact name. Additionally, QuickCaption will provide (as shown below) a URL link to access the real-time text which will be personalized to each client. There is no downloading required to receive the real-time captions. It's just a simple click of the URL link and the live captions will appear at the start of the assignment.

Equipment/Setup:

Laptop: Laptop computer with high-speed Internet access and www.Skype.com downloaded and installed (if Skype is the selected platform for remote audio feed. And, if so, the client will need to provide its Skype contact to QuickCaption.)

Microphone: QuickCaption has recognized found the Revolabs xTag microphone to be one of the best choices for clear audio during remote assignments. Revolabs 02-DSKSYS-D xTag Wireless Microphone with USB Base.

NOTE: The laptop's internal microphone is not sufficient for quality captioning and MUST be turned QFF.

Connection Process:

Five to ten minutes prior to the event, the assigned primary Captioner will be available via Skype, as well as have the text link activated. The client will "call" the primary Captioner via Skype to establish audio. Once audio has been established, click on the provided link to access the real-time text stream; for example: <a href="http://www.streamtext.net/text.aspx?event="http://www.streamtext.net/text.net

Please visit our demo: http://www.streamtext.net/player/?event=quickcaption web demo

Key Captioning Staff

QuickCaption will provide onsite and remote CART Captioning Services as needed by MSD. QuickCaption will provide such services utilizing exceedingly qualified CART Captioners who possess one or more of the highest level of Captioning industry certifications: the Registered Professional Reporter (RPR), the Registered Merit Reporter (RMR), the Registered Diplomate Reporter (RDR), the Certified Real-time Reporter (CRR), the Certified Realtime Captioner (CRC), and/or the Certified Shorthand Reporter (CSR), each awarded by the National Court Reporters Association (NCRA) and/or three years paid experience. These certifications, along with experience, allow the assigned CART Captioners to readily provide captioning services at speeds of 225 words per minute with error rates of 2% or less.

QuickCaption's highly skilled, highly certified CART Captioners generate captions of the spoken word as it is being broadcasted, including punctuation and industry standard captioning symbols (music, et cetera).

QuickCaption is always cognizant to pair its CART Captioners' individual experience and expertise with its clients' genre and its specific needs and/or terminology. Once assigned, QuickCaption will work diligently to maintain the same staff member for this contract in order to maximize familiarity with terminology, acronyms, speakers' names, and local current events in order to promote increased accuracy as well as uniformity between all related events.

An applicable master (stenographic to English) dictionary will be created for each client. This master dictionary will reside electronically within QuickCaption's corporate database, to be used by any Captioners assigned to this contracted client.

The key staff to be assigned to this contract include the following:

Mayra Perez, CSR, CRR Providing CART Captioning services for QuickCaption since May 2010.

Ms. Perez has been providing CART Captioning since early 2010. Although highly proficient in all arenas, Ms. Perez excels in higher education mathematics. Ms. Perez is very proud of her ability to CART caption all mathematical symbols, including the infinity sign, which was the most difficult to figure out! Ms. Perez works consistently and extensively on building her vocabulary and steno dictionary and currently has over 420,000 steno entries.

Ms. Perez's current average daily accuracy is 97.6%

Kimberly Peterson, CSR, CRC Providing CART Captioning services for QuickCaption since June 2006. Ms. Peterson has been providing CART Captioning since early 2005. As they are her favorite to CART Caption, Ms. Peterson excels in psychology, sociology, and philosophy terminology. Ms. Peterson has worked extensively on vocabulary and steno dictionary building over the past 14 years and currently has over 340,500 steno entries. Ms. Peterson maintains an average accuracy of 96.4%, regardless of terminology.

Josephine Ross-Mitchell, CSR, CRC Providing CART Captioning services for QuickCaption since May 2012.

Ms. Ross-Mitchell has been providing CART Captioning services for more than 10 years and specializes in the fields

of finance, economics, statistics, and accounting. Ms. Ross-Mitchell welcomes crossword puzzles and reading as an opportunity to build her steno dictionary. Ms. Ross-Mitchell is extremely proficient at higher speeds (240+ words per minute) at an average accuracy of 97.2%!

Katie Arioli, CSR, CCP Providing CART Captioning services for QuickCaption since July 2009.

Ms. Arioli has been providing CART Captioning since the mid-2000s. Ms. Arioli prefers highly technical assignments in the sciences, namely higher level physics, biology, and chemistry classes. Ms. Arioli dedicates a minimum of two hours per day on vocabulary and steno dictionary building, resulting in a steno dictionary with more than 300,000 entries.

Ms. Arioli's daily average accuracy is hovering 96.9%!

Jenelle Kulla, CBC, CCP, CRC

Providing CART Captioning services for QuickCaption since May 2008.

Ms. Kulla began her CART captioning career in 1998! Ms. Kulla absolutely loves providing CART Captioning for sports and entertainment related assignments. Ms. Kulla possesses an impressive command of the English language, which has proven greatly beneficial to her chosen profession with a steno dictionary toppling 500k! Ms. Kulla maintains an ongoing average accuracy level of 99.1%, which is amazing!

Susan Shelton, CBC, CRR, RMR, M.A. Providing CART Captioning services for QuickCaption since June 2011.

Ms. Gamboa-Shelton proudly touts her ability to capture the spoken word at 240 words per minute with an average accuracy of 98.5% -- and has for most of her 17 years! Ms. Gamboa-Shelton has won a number of awards for her steno speed performance throughout her 18-year tenure of providing CART Captioning services.

Kristin Liska, CRR, CCR, RMR
Providing CART Captioning services for QuickCaption since November 2006.

Ms. Liska began her college level CART Captioning career in 1996 and has averaged 45-50 hours per week of CART
Captioning services for more than 18 years. Ms. Liska prefers assignments in government, humanities, and American history. Ms. Liska performs CART Captioning with a steno dictionary of more than 280,000 words and an average accuracy of 98.7%.

Sheri Smargon, CBC, CRR, RMR, M.A. Providing CART Captioning services for QuickCaption since May 2007.

Ms. Smargon proudly touts her ability to capture the spoken word at 240 words per minute at a 98.5% accuracy!

Ms. Smargon has won a number of awards for her steno speed performance throughout her 24-year tenure of providing real-time captioning services.

Minimal Education Requirement: Each of QuickCaption's Captioners and CART providers has successfully completed a recognized stenography school/program and each possesses one or more of the highest level of certifications, the Certified Broadcast Captioner (CBC), the Certified Real-time Reporter (CRR), the Registered Professional Reporter (RPR), Registered Merit Reporter (RMR), or the Certified Shorthand Reporter (CSR), each awarded by the National Court Reporters Association (NCRA) or a minimum of three years of proficient Real-Time Captioning/CART experience.

Testing, Skills Assessment, and Hiring Qualified Providers: QuickCaption has a highly-specialized screening process with which each new real-time Captioner applicant must complete. Prior to hiring, QuickCaption reviews the submission of a Certified Captioner's written, unedited ASCII files of specific assignments – regardless of that candidate's captioning experience – to evaluate a candidate's stenotype speed, accuracy, theory, and writing style. This screening process helps QuickCaption determine whether the candidate has the necessary steno theory, speed skills, and real-time dictionary to successfully caption at the level of accuracy QuickCaption requires, before an interview is ever granted – regardless of type of certification. For every four real-time Captioner candidates who apply to QuickCaption, only one candidate makes it to the hiring stage. After hire, QuickCaption requires the new team member visit QuickCaption's offices to engage in an intensive one-on-one orientation to familiarize themselves with QuickCaption's approach, methodology, and SOPs.

Following the orientation, the new team member meets with QuickCaption's Manager of Real-time Captioning to review specific needs to meet QuickCaption's highest standards. Depending upon the team member's general knowledge and past captioning experience, this meeting can last 30 minutes to two hours. Following this meeting, the newest of QuickCaption's team members begins their captioning journey, being assigned to one of more than 400 weekly assignments. QuickCaption assigns each successful Captioner/CART provider an appropriate level based on knowledge, skills, abilities, and experience. Captioner Level I, Captioner Level II, Captioner Level III, Captioner Level IV, and Captioner Level V. The five levels are based on ascribed criteria such as, but not limited to, steno speed, number of steno dictionary entries, accuracy percentage, years of experience, certification(s), Deaf culture, and stamina.

Number of Current Qualified Providers: As of F/Y 2019, QuickCaption utilizes 103 qualified CART providers, of which more than 80% hold one or more NCRA certifications (CBC, CCP, CRR, CSR RDR, RMR, RPR). It maintains an emergency staff as well which allows each client to receive quality real-time captioning/CART with virtually no event going without coverage.

Training/Continuing Education Program: QuickCaption offers compensated bi-monthly eight-hour training sessions on the third Saturday of odd numbered months. The training sessions are held in-person at QuickCaption's offices in Riverside, California and are delivered via web stream as well. Each managerial staff member, administrative staff member, auxiliary support staff member, and CART provider is required to attend one training session each calendar quarter. The sessions are administered by two QuickCaption staff members, both highly experienced and highly certified, as well as guest speakers.

The curriculum for each training session includes the following:

- · policies and procedures review
- speed building
- · dictionary building
- · equipment review
- didactic testing and review
- technical support review

- resource review
- deaf culture review
- cultural awareness
- confidentiality
- Q&A session

Additionally, within this training, QuickCaption ensures that all managerial staff, administrative staff, auxiliary support staff, and all Captioners and CART providers...

- have an awareness of and sensitivity to each client's needs and possess a general knowledge about hearing loss and a general understanding of preferred communication modes and beneficial accommodations.
- preserve the client's confidentiality (unless otherwise ordered by a court of law), to respect their right to privacy, and to not disclose information without their consent.
- have an extensive vocabulary and be familiar with terminology in many different settings, be able to spell words
 which are not in their specific computer dictionary, maintain a high level of skills, and be able to use and
 troubleshoot the computer software used to provide CART services.
- refrain from commenting, interjecting, advising, or in any way becoming involved in the assignment outside the role
 of communication access. Exceptions may occur with CART consumer permission.
- respect each client's seating decisions, screen readability decisions such as foreground and background colors, font style and size, in conjunction with the CART provider's needs such as electrical outlets and safety.
- are prompt, respectful of others, and conduct themselves in a professional manner at all time.

School Districts / K12 / Academic CART Captioning Client References

Following is a sampling of K12 / Unified School District clients for whom QuickCaption is the current vendor in providing Remote and/or onsite CART Captioning Services. Please feel free to contact any of the below-referenced with regards to QuickCaption's abilities, professionalism, and commitment in providing services.

Antioch Unified School District

Attn: Ruth Rubalcava, PsyD
Senior Director, Special Education
925-779-7500 ex 53500 /
RuthRubalcava@antioch.k12.ca.us
510 G Street
Antioch, CA 94509
Dates of Services: 2/18 – Present
Provide Onsite CART Captioning Services

Brea Olinda Unified School District

Attn: Jeanine Leech, Administrative Director

Special Education & Student Support Services
714-990-7820 / <u>ileech@bousd.us</u>
1 Civic Center Circle, Level 2
Brea, CA 92821
Dates of Services: 9/18 – Present
Provide Onsite and Remote CART Captioning Services

Carlsbad Unified School District

Attn: Kathy Nichols, Program Specialist 760-331-5073 / knichols@carlsbadusd.net Special Education 6225 El Camino Real

Carlsbad, CA 92009

Dates of Services: 6/18 - Present

Provide Onsite and Remote CART Captioning

Del Norte Unified School District

Attn: Brooke Davis, Director of Special Education 707-464-0725 / <u>bdavis@delnorte.k12.ca.us</u>

Attn: Alisha Beers, Speech Pathologist / Case Worker

707-954-1833 / abeers@delnorte.k12.ca.us

301 W. Washington Blvd. Crescent City, CA 95531

Dates of Services: 9/20 - Present

Provide Remote CART Captioning Services

Fremont Union High School District

Attn: Nancy Sullivan, Director

408-522-2285 / nancy_sullivan@fuhsd.org

Educational & Special Services 589 West Fremont Avenue

Sunnyvale, CA 94087

Dates of Services: 10/13 - Present

Provide Remote CART Captioning Services

Ocean View School District

Sarah Karlsson, Department Secretary Educational & Special Services

714-847-25S1 x 1317 / SKarlsson@ovsd.org

17200 Pinehurst Lane

Huntington Beach, CA 92647

Dates of Services: 2/18 - Present

Provide Onsite CART Captioning Services

Placentia-Yorba Linda Unified School District

Attn: Georgia Danenhauer, Administrative Assistant

714-985-8694 / Gdanenhauer@pylusd.org

717 E. Yorba Linda Blvd. Placentia CA 92870

Dates of Services: 8/17 - Present

Provide Remote CART Captioning Services

Riverside Unified School District

Attn: Lawanna Stewart-Barnes,

Program Specialist, SELPA

951-352-1200 x83005 /

Lstewart-barnes@rusd.K12.c.us

5700 Arlington Avenue

Riverside, CA 92504

Dates of Services: 4/17 - Present

Provide Onsite CART Captioning Services

Related Miscellaneous Information:

Customer Service – Citizen Satisfaction: QuickCaption's growth has been steady and solid. Its annual revenues have continued to grow steadily over the past 21 years. Its steady positive growth is a clear indication of client satisfaction and its ability to handle such a substantial contract.

QuickCaption feels it's best qualified for this project due to its ability to provide high quality, professional captioning services as demonstrated by numerous testimonials received from clients over the years. QuickCaption's clients have acknowledged and express appreciation of QuickCaption's staff's attention to detail, its Captioners' level of accuracy, its courteous and professional client service, and its commitment to the deaf and hard of hearing communities.

Invoicing: Invoices are fully itemized, including date of invoice, date of completion of work, purchase order and contract number, itemization of all applicable charges, and net amount due. Invoices are produced monthly for all completed assignments within that month, and emailed following the close of each month. Invoices are NET30 unless otherwise agreed and contracted.

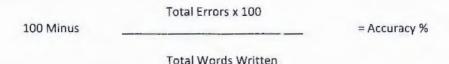
Transcript: The captioned transcript is available following the completion of each live event at an additional fee of \$8.00 per transcript.

Commencement of Services: QuickCaption is prepared to commence services immediately.

Foreign Language Services: Although not requested in this specific inquiry, QuickCaption is able to provide remote real-time captioning services in Spanish and post-production services in virtually every language. Please note that each language has different perimeters and different associated costs thereby requiring its own quote.

Quality Assurance and Program Evaluation: Real time captioning follows an exacting quality and testing procedure, which leads all real time Captioners to receive a quality score. The Target Accuracy Score (TAR) measures real time captioning accuracy and quality, including hard errors (spelling mistakes and misstrokes) and soft errors (punctuation and grammar).

QuickCaption performs readability scores, measures and evaluates the readability, effectiveness, missed words and improper punctuation for an event. QuickCaption's accuracy score for academic CART is 95%. To establish a proof of error rate or score, accuracy is calculated using the following formula:



QuickCaption's Competitive Advantage is notable. Its attributes include, but are not limited to the following.

- · Serves a large client base with large numbers of weekly/monthly hours without fail and with documented satisfaction
 - · Demonstrates reliability
 - · Demonstrates ability to maintain qualified and certified personnel
 - · Demonstrates ability to provide personal attention
 - · Demonstrates impressive attention to detail
- Nationally known
 - · Currently provides Real Time Captioning services nationwide
 - · Regularly attends industry trade shows nationwide
 - · Regularly attends industry conferences and trainings nationwide
- · Approved Captioning vendor for DCMP, funded by the US Department of Education
- Utilizes a large percentage of licensed, certified Captioners
- · Family owned
 - Validates commitment to industry
 - · Platform for desire to provide personalized attention
 - · Promotes reliability & accountability
 - · Carefully monitored overhead ensures competitive pricing
- Certified Small Business, Certified Woman Owned
- Vice President / CTO has severe hearing loss
 - · Acute awareness of the needs of Persons with Hearing Loss
- Strong community connection
 - President, Antha A. Ward, is a Mayoral-appointed Commissioner for the Riverside Commission on Disabilities
 - President, Antha A. Ward, has been a Board Member and Treasurer for the Riverside Model Deaf Community Committee since 2003
 - Delivers 10-15 pro bono assignments per year
- Industry specific Quality Assurance Process
- Custom designed Complaint Procedure and Policy
- · Full Service Agency offering value added services
 - · video captioning, web stream captioning, broadcast captioning, commencement/graduation captioning
- Offers foreign language real time and post production captioning services
- 24/7 Administrative and Technical Support Services guaranteed

- · Quantity discounts
- Specialized comprehensive screening and hiring process
- Offers compensated bi-monthly training sessions to all Captioners, staff and contractors
- · Abides by "No tolerance" drug policy
- In addition to an impressive large pool of Independent Contractors, currently has full-time in-house licensed staff
 Captioners, only agency in the State of California to do so

Summary:

QuickCaption is a nationally known, full service captioning and CART company, which has been providing outstanding quality services to its clients and persons with hearing loss for **20 years** as **of March 15**, **2019**!! It is one of a handful of nationwide full-service captioning agencies to have provided such services for 15 or more years. QuickCaption is an approved captioning vendor for the Described and Captioning Media Program (DCMP). Funded by the United States Department of Education, the DCMP evaluates and certifies captioning companies on a national level. QuickCaption is proud to have met the strict requirements of this program.

QuickCaption currently provides contractual CART and Captioning Services to a large number of public entities, more than 60 colleges and universities and 30 governmental agencies. QuickCaption provides hundreds of non-contractual additional hours monthly as well. QuickCaption performs satisfactory or greater to the terms and conditions of all current contracted awards. QuickCaption has never received any discrepancies, issues, or complaints concerning its performance.

QuickCaption guarantees its provision of reliable, professional Communication Access Real-Time Translation (CART) services on an as-needed basis for persons with hearing loss for academic classes (lectures, labs, discussions, seminars, meetings), general employee meetings, technical events, equipment/instrument training, legal/law enforcement meetings, and City sponsored public meetings/events.

In doing so, QuickCaption guarantees such services utilizing exceedingly qualified CART Providers who possess one or more of the highest level of certifications: the Registered Professional Reporter (RPR), the Registered Merit Reporter (RMR), the Registered Diplomate Reporter (RDR), the Certified Real-time Reporter (CRR), the Certified Realtime Captioner (CRC), and/or the Certified Shorthand Reporter (CSR), each awarded by the National Court Reporters Association (NCRA), each awarded by the National Court Reporters Association (NCRA) and/or a minimum of three years of CART experience, dependent on client's requirements and/or level of assignment. These certifications and/or experience allow the Captioners to readily provide captioning services at speeds of 225 words per minute with error rates of 5% or less.

QuickCaption is a family-owned, certified small business which allows it to provide personal attention to each and every client. As QuickCaption's Vice President and Chief Technical Officer, Dan Bishop, has experienced severe hearing loss for the past 14 years, it's this familiarity which results in the organization being acutely aware of the needs of the Deaf/Hard of Hearing communities, especially with regard to accuracy and proficiency in CART and Captioning services.

QuickCaption's President, Antha A. Ward, is a Mayoral-appointed Commissioner for the Riverside Commission with Disabilities, a Board Member and Treasurer for the Riverside Model Deaf Community Committee (under the auspices of the Honorable Mayor Rusty Bailey), and presented with the "Spirit of the Entrepreneur" Award in 2006, which was highlighted with an *Entrepreneur Magazine* mention. QuickCaption performs numerous pro bono assignments throughout each year, primarily for nonprofit organizations and/or local deaf service agencies. It's this consistent and enthusiastic involvement to the Deaf and Hard of Hearing communities that exemplifies QuickCaption's dedication. And that dedication is applied to every detail of the organization.

QuickCaption feels it's best qualified for this project due to its ability to provide high quality, reliable, professional CART Captioning services on a regular, ongoing basis, as demonstrated by numerous testimonials received from clients over the years. Attached for your perusal and reference are a number of letters of recommendation from QuickCaption's clients who acknowledge and express their appreciation of QuickCaption's staff's attention to detail, its CART providers' level of accuracy, its courteous and professional client service, and its commitment to the deaf and hard of hearing communities.



II. 38. RATIFY Service Agreement No. 202122-66 Olive Crest NPA, to provide Behavior Intervention Implementation services from July 1, 2021 through August 3, 2021.

Supporting Documents



scan0968

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

SERVICE AGREEMENT Agreement No. 202122-66

between Olive Crest NPA hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:			
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$5,400.00, not to exceed \$7,200.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.		
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.		
4.	Term. The term of this agreement begins July 1, 2021 and will terminate on or before August 3, 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:

- 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. 202122-66 Page 2 of 4

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

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

Downey Unified School	District
Service Agreement No	202122-66



DISTRICT

Downey Unified School District

Purchasing Services

11627 Brookshire Ave.

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

Name:

Dept.:

Address:

SERVICE PROVIDER

Olive Crest, NPA

2130 East 4th Street

Olive Crest

	o	Mudicoo.		
Downey, C	CA 90241		Santa An	a California 92705
Contact: D	arren Purseglove	Contact:	Nina Fran	nkman
(562) <u>469-6</u>	- Control of the Cont	Phone/email:	nina-franl	kman@olivecrest.org
dpurseglov	ve@dusd.net			
named partie	S WHEREOF, this Agreemer es, on the date indicated belo	ow:		
DISTRICT		SER	VICE PR	OVIDER
DOWNEY U	NIFIED SCHOOL DISTRICT	Olive	e Crest, NF	PA
		Nin	a E. Fra	nkman Digitally signed by Nina E. Frankmar Date: 2021.06.21 12:07:02 -07:00'
Signature			ature	
Print Name:	Christina Aragon	Prir	nt Name:	Nina Frankman
Print Title:	Associate Superintendent Business Services	Prir	nt Title:	Director of Educational Service
Date:		Date	e:	6/21/2021
	District use	only below lir	те	
Account Nun	nber to be Charged 01.0-650	000.0-57500-1110	0-5816-74	30000
Patricia G. Sar	ndoval, Director of Special Educati	ion		
Name and Ti	itle of Site Administrator-Plea	ase print		
Patricia Sandoval (Jun 22)	, 2021 16:59 PDT)			Jun 22, 2021
Signature of	Site Administrator			Date
Signature of	Program Director ONLY IF u	using categoric	al funds	Date



II. 39. RATIFY Service Agreement No. 202122-67 with Speechcom, Inc., to provide licensed Speech & Language Pathologists who will provide services to DHH students, effective July 1, 2021 through June 30, 2022.

Supporting Documents



scan0969

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

SERVICE AGREEMENT Agreement No. 202122-67

TH	IIS AGREEMENT made and entered into this 21st of May 2021 by and tween SPEECHCOM, INC. hereinafter called the SERVICE PROVIDER
	tween SPEECHCOM, INC., hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Contractor will provide CA Licensed Speech & Language Pathologists (SLP) who will provide
	services to students within the DUSD - DHH PROGRAM.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ See Attached Rate Sheet _, not to exceed \$ 250,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement beginsJuly 1st, 2021 and will terminate on or beforeJune 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

- \$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 Dist	trict
Service Agreement No.	202122-67

Page 2 of 4

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

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

Downey Unified School I	District
Service Agreement No.	202122-67

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

SERVICE PROVIDER

DISTRICT

Speechcom, Inc. Downey Unified School District Name: Contracts **Business Services** Dept.: 2850 Artesia Blvd # 107 11627 Brookshire Ave. Address: Redondo Beach, CA 90278 Downey, CA 90241 Anna Weber Contact: Debbie Black Contact: Phone/email: aweber@speechcom.com (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER Speechcom, Inc. DOWNEY UNIFIED SCHOOL DISTRICT anna Weber Signature Signature Print Name: Christina Aragon Print Name: Anna Weber President & CEO Print Title: Associate Superintendent Print Title: **Business Services** May 20, 2021 Date: Date: District use only below line Account Number to be Charged 01.2-65000.0-57601-11900-5816-7435000 (SDC 100%) Rebecca Piephosu / DHH Principal Name and Title of Site Administrator-Please print Signature of Site Administrator Signature of Program Director ONLY IF using categorical funds Date Downey Unified School District 202122-67 Page 4 of 4 Service Agreement No.

RATE SHEET



SPEECHCOM, INC. RATE PROPOSAL

DATE: 05/13/2021

FOR: Downey Unified School District

FROM: SpeechCom, Inc.

2850 Artesia Blvd. #107 Redondo Beach, CA 90278

(714) 206-1287

SERVICES PROVIDED

SpeechCom Inc is a certified California Non Public Agency (NPA). We employ licensed and/or credentialed educational service providers to deliver professional services to schools throughout the Los Angeles and Orange County areas. We also provide NPA speech therapy services at our clinic site in Redondo Beach, Ca. Our services are billed at an hourly or daily rate on a monthly basis.

SERVICE RATE:

Speech Pathologist (SLP) at school site	\$87.00/hour
Augmentative Communication (AAC) treatment/Evaluation	\$125.00/hour
Speech Language Pathology Assistant (SLPA) at school site	\$56.00/hour
Occupational Therapist (OTR)	\$87.00/hour
Occupational Therapy Assistant (COTA)	\$66.00/hour
Social Worker (CSW)	\$85.00/hour
School Nurse	\$87.00/hour
School Psychologist	\$90.00/hour



II. 40. RATIFY the Clinical Affiliation Agreement No. 202122-69 between Chapman University and Downey Unified School District, effective July 1, 2021 through June 30, 2026.

Supporting Documents



scan0970

CHAPMAN UNIVERSITY

AFFILIATION AGREEMENT

This Agreement is made and entered into this 1st day of July 2021 by and between CHAPMAN UNIVERSITY, hereafter referred to as the "UNIVERSITY," and "Downey Unified School District", hereafter referred to as the "FACILITY."

WHEREAS:

The UNIVERSITY has a curriculum in Communication Sciences and Disorders that awards a degree and is accredited by the Western Association of Schools and Colleges.

Clinical experience is required as an integral component of the curriculum and professional preparation.

The UNIVERSITY desires the cooperation of the FACILITY and its staff in the development and implementation of the clinical experience and professional preparation of Communication Sciences and Disorders students.

The FACILITY will benefit from having professional services delivered to patients of the FACILITY by qualified students of the UNIVERSITY.

The parties have found it to be in the public interest for the FACILITY to join the UNIVERSITY in satisfying the curriculum requirements and professional preparation of the students.

NOW, THEREFORE, the UNIVERSITY and the FACILITY agree to the following terms and conditions for the establishment and operation of a clinical education program.

I. THE PARTIES MUTUALLY AGREE:

- A. This Agreement shall continue in force and effect from July 1, 2021 to and including June 30, 2026. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that (subject to the other terms of this Agreement) all students currently enrolled in the Program at the FACILITY at the time of notice of termination shall be given the opportunity to complete the Program at the FACILITY.
- B. The parties shall pursue the educational objectives for the clinical education experience, devise methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the objectives.
- C. The period of time for each student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- D. The number of students able to participate in the FACILITY'S clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available.
- E. UNIVERSITY will pay FACILITY a standard stipend of \$350.00 per student, per semester. Such stipend shall be due within thirty (30) days following UNIVERSITY'S receipt of an invoice from FACILITY; provided, however the UNIVERSITY shall have no liability for any due amounts not invoiced within ninety (90) days following the earlier of the applicable

student's completion of the Program or termination of this Agreement with respect to such student.

- F. The FACILITY may request UNIVERSITY to withdraw from the FACILITY'S clinical experience training program any student who the FACILITY determines is not performing satisfactorily, or who refuses to follow the FACILITY'S administrative and patient care policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of the reason or reasons why the FACILITY desires to have the student withdrawn. UNIVERSITY may withdraw a student from the clinical program any time, upon written notice to the FACILITY.
- G. Neither party shall discriminate in the assignment of student on the basis of race, color, disability, sex, religion, national origin, sexual orientation, gender identity or expression, pregnancy, genetic information, age, citizenship status, marital status, military or veteran status, ancestry, or any other basis prohibited by law.
- H. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FACILITY, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FACILITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, officers, agents, or employees.
- I. The FACILITY agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, officers, agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FACILITY, its agents, or employees.
- J. The parties agree that the students are fulfilling specific requirements for field experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them the students are not to be considered employees or agents of either the UNIVERSITY or the FACILITY for any purpose, including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- K. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To FACILITY:

Downey Unified School District Certificated Human Resources 11627 Brookshire Avenue Downey, CA 90241 Attention: Alyda R. Mir, Assistant Superintendent Telephone: (562) 469-6541

To UNIVERSITY:

Chapman University
Office of the Executive Vice President
One University Drive
Orange, CA 92866

Attention: Chief Operating Officer Telephone: (714) 997-6717

- L. Both parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have no right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- M. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the UNIVERSITY and the FACILITY.
- N. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- O. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- P. This Agreement shall be governed by the laws of the state of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Orange County, California.
- Q. FACILITY and UNIVERSITY each agree to maintain in full force and effect, at its sole expense and written by insurer(s) or by way of a qualified program of self-insurance acceptable to the other party:
 - a. Commercial General Liability Insurance, written on an occurrence form (MINIMUM REQUIREMENTS):

Limits of Liability: \$1,000,000 Each Occurrence \$3,000,000 General Aggregate

 Professional Liability Insurance, covering their respective operations in connection with this Agreement (MINIMUM REQUIREMENTS);

<u>Limits of Liability</u>: \$1,000,000 Each Claim or Occurrence \$3,000,000 Annual Aggregate If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. If replaced by another policy, the replacement insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

c. FACILITY and UNIVERSITY agree to provide the other party notice of not fewer than thirty (30) days' in advance of any cancellation or material change in the above listed insurance coverages. Upon request, each party shall provide the other party with a Certificate of Insurance ("COI") on an AcordTM 25 form or other form acceptable to the other party stating that there is insurance in effect with the minimum limits shown above.

II. THE FACILITY AGREES:

- A. To designate a Site Coordinator of Clinical Education who will be responsible for the planning and implementation of the clinical education experience. The aforementioned individual shall meet the criteria established by that state's legislative and regulatory agency and the American Speech Language Hearing Association for the supervision of students in the clinical education setting.
- B. To provide the Site Coordinator of Clinical Education or Clinical Instructor with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.
- C. To structure the clinical experience as needed to meet the objectives of the clinical education experience and professional preparation of the students. The FACILITY will attempt to meet the objectives set forth by the UNIVERSITY within the constraints of the FACILITY'S physical environment, patient load, and experience available.
- D. To advise the UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.
- E. To provide the assigned students, whenever possible with the use of library resources, reference materials, equipment, and all other items necessary to operate the program at the FACILITY.
- F. To provide all participating students with a copy of the FACILITY'S rules, regulations, policies, and procedures with which the students are expected to comply.
- G. To provide for emergency health care of the student in case of accident at the expense of the student.
- H. The FACILITY shall, upon reasonable request, permit UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the training program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical training program.
- I. To evaluate the performance of the student on a regular basis using the evaluation form provided by the UNIVERSITY or one that is regularly used by the FACILITY. The FACILITY shall notify the UNIVERSITY, by at least midterm, of any serious deficit noted in that assigned student's ability to accomplish the objectives set forth for that clinical experience. It will then be the mutual responsibility of the assigned student, academic Director of Clinical Education and Site Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives.

- J. To forward a copy of the student's final Written evaluation, upon completion of the clinical education experience to be received by the UNIVERSITY within five (5) working days.
- K. The FACILITY agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation laws relating to the confidentiality of student records.
- L. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FACILITY or involving employees or agents of the FACILITY, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- M. To provide, upon request by any participating student, with such reasonable accommodations at the FACILITY as required by law in order to allow qualified disabled students to participate in the program.

III. THE UNIVERSITY AGREES:

- A. To assume responsibility for the professional preparation of the student and compliance of the curriculum with the education standards set forth by the American Speech Language Hearing Association.
- B. To establish and maintain ongoing communication with the Site Coordinator of Clinical Education of the FACILITY on items pertinent to the education and the clinical education of students enrolled in the UNIVERSITY. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the FACILITY.
- C. To refer to the FACILITY only those students who have satisfactorily completed: the prerequisite didactic portion of the curriculum.
- D. To inform the student of the FACILITY'S requirements for acceptance when applicable.
- E. To provide the FACILITY written or electronic documentation concerning the student's health and any immunization against communicable diseases requested by the FACILITY.
- F. To maintain professional liability insurance coverage for any participating student on a "claims-made" basis. If such insurance is required by the FACILITY on an "occurrence" basis rather than a "claims-made" basis, the participating student shall provide evidence of individual professional liability insurance covering the student's professional activities at the FACILITY under this Agreement.
- G. To supply the Site Coordinator of Clinical Education with an appropriate evaluation instrument for each student's clinical education experience or to accept the instrument regularly used by the FACILITY.
- H. To have each participating student provide, prior to commencement of the clinical experience, such confidential information as may be required by the FACILITY as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.

- That participating students are not employees of the FACILITY and they will not receive compensation from said the FACILITY.
- J. To inform participating students that they must abide by existing rules and regulations of the FACILITY.
- K. To inform participating students that they must be cleared, if required by the FACILITY, from an absence caused by injury or illness, by a physician.
- The student will provide evidence of health insurance coverage at the beginning of the clinical experience.
- M. The student will provide evidence of a negative Tuberculosis Test at the beginning of the clinical experience.
- N. To perform a background investigation check of the student prior to the beginning of the clinical experience.

This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the Parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

SICNATURES.

Dated:	CHAPMAN UNIVERSITY
	Name: Harold W. Hewitt, Jr. Its: Executive Vice President & COO
Dated: July 15, 2021	DOWNEY UNIFIED SCHOOL DISTRICT
	Ву:
	Name: Christina Aragon Its: Associate Superintendent, Bus. Services



II. 41. APPROVE Agreement No. 202122-76 with CL Consulting, Inc., to provide services related to facilities planning and State facilities funding for modernization and/or new construction projects from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0971

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 GRANT FUNDING 1-YEAR CONSULTING AGREEMENT 2021/2022

Dear Ms. Aragon:

Thank you for the opportunity to submit this proposal and consulting services agreement to continue providing state funding and school facilities planning consultant services to the Downey Unified School District (District). CL Consulting, Inc. (CLC) understands your priority is to obtain the maximum School Facilities Funding Program (SFP) state grant funding for the District's facility's needs.

The purpose of CLC's services is to generate state funding for school facilities planning, construction and modernization, as applicable for your program needs and remain responsive to you as needs arise. Our goal remains, the pursuit of maximum state grant funding for your qualified school facilities projects.

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.

- 2. 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.
- 4. 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.
- 20. 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: \$225 per hour for consulting services for President and Director, (\$125 per hour for assistant planners and analysts) a not-to-exceed authorization of \$125,000 for 2021/2022.

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.

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, 2021 through June 30, 2022. 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.

CCIENT shall pay the CONSULTANT the amount of \$225 per hour for services by president, vice president and director (\$125 per hour for assistant planners and analysts), for an amount not-to exceed \$125,000/year 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, 2022.

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

Lorrie Ruiz, President, CL Consulting, Inc. (CLC) 8504 Firestone Blvd., #406, Downey, CA 90241 Tel. 949-940-6938 | Iruiz@clcgroupinc.com

Signature:

Ms. Christina Aragon
Associate Superintendent, Business Services
Downey Unified School District
11627 Brookshire Avenue, Downey, CA 90241
562-469-6520 caragon@dusd.net

Date: July 15, 2021

Date: 5/20/2021



II. 42. RATIFY Service Agreement No. 202122-83 with Creative Works Consulting to maintain Montebello-Downey SELPA website from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0972

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

SERVICE AGREEMENT Agreement No. 202122-83

THIS AGREEMENT made and entered into this ____ of ____ July

рe	tween Creative Works Consulting hereinafter called the SERVICE PROVIDER			
	d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually			
ag	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. Creative Works Consulting will assist in maintaining the website for the Downey-Montebello SELPA.			
	Parents and the public will be able to access valuable information, trainings, parent rights, etc			
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total			
	contract price of: \$4,950, not to exceed \$5,000for 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.			
	JOET I.			
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>July 1, 2021</u> and will terminate on or before <u>June 30, 2022</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.			

2021 by and

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. 202122-83 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.
- Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District	
Service Agreement No.	

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 Creative Works Consulting Downey Unified School District Name: **Business Services** Dept.: 5380 Los Monteros 11627 Brookshire Ave. Address: Yorba Linda, CA Downey, CA 90241 Matt Knox Contact: Debbie Black Contact: Phone/email: (562) 301-3032 matt@cwaagency.com (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Signature Signature Print Name: Christina Aragon Print Name: Print Title: Associate Superintendent Print Title: **Business Services** Date: Date: District use only below line Account Number to be Charged 01.1-65000.0-50500-22000-5890-7210000 Alanna Cooper, SELPA Director 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. 202122-83



II. 45. APPROVE Agreement No. 202122-86 with JumBula to provide online registration, class management, and credit card processing services for the Little Early Achievers Program (LEAP) from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0973



Service description: Jumbula - Online Registration & Class/Camp Management

Service Pricing: Subscription plan

- \$100 per month (one-year agreement)
- Credit card processing fees apply (these fees are collected directly by the payment processor and are not retained by Jumbula)

Note: Stripe standard payment processing fee is 2.9% + 30 cents per transaction with a reduced option of 2.2% + 30 cents per transaction for qualifying non-profit organizations.

Service Terms:

- Invoicing: Monthly maintenance fee is collected at the beginning of each month.
- Jumbula Solution: Your organization will have unlimited access to all the solution features in this package to conduct online registration, class management, and payment processing.
- Training: Jumbula will provide training sessions to assist with the initial onboarding process.
- Support: We use an internal ticketing system and will request that you send any
 general questions or report issues to support@jumbula.com.

Name: Christina Aragon, Associate Supt. Business Services

Organization: Downey Unified School District

Signature: Date: July 15, 2021



JUMBULA SERVICE LEVEL AGREEMENT

The Jumbula Service Level Agreement (SLA) is applicable during the active term of paid service with Jumbula. This SLA does not apply to a client who is on a free plan or is conducting a free-trial plan. If Jumbula does not meet its obligations specified within this SLA, clients will be eligible to request and receive a credit. This credit will be the sole and exclusive remedy of any failures by Jumbula to meet the SLA requirements.

Definitions

- Commencement date. The date a client first accesses Jumbula services with a paid plan.
- Measurement period. The consecutive twelve (12) month period ending on the anniversary of the commencement date.

Uptime Commitment

The Jumbula services will be operational and available to clients on a twenty-four hour, seven days a week (24x7) basis at least 99.9% of the time in any measurement period.

Uptime Percentage

The uptime percentage will be calculated over a consecutive twelve (12) month period ending on the anniversary of the commencement date as follows:

uptime percentage = (total -downtime - excluded) (total - excluded)

where:

- · "total" is the total number of minutes in the measurement period
- "downtime" means performance issues in minutes during the measurement period that is not excluded
- "excluded" means performance issues caused by any of the followings:
 - Scheduled maintenance with at least forty eight (48) hours of prior notice
 - Overall Internet slowdown or unavailability
 - Suspension of service by Jumbula
 - Performance issues caused by a client's computer hardware, software, or network infrastructure
 - Force majeure events outside the control of Jumbula

Service Credit

Service credit will be given in the form of an account credit, which will reduce future payments made to Jumbula until the service credit has depleted.

 If the uptime percentage is less than 99.9% and greater than or equal to 99% the client will receive 15 days of service credit.

Jumbula Contract

Page 3 of 6



- If the uptime percentage is less than 99% and greater than or equal to 95% the client will receive one (1) month of service credit.
- If the uptime percentage is less than 95% the client will receive six (6) months of service credit.

Terms

- You must request service credit within thirty (30) days after the end of the applicable measurement period.
- . The maximum service credit allowed is six (6) months of service.
- Service credits are only issued in the form of an account credit for future billing with Jumbula.
- If you believe the uptime commitment has not been met in a measurement period, in
 order to receive a credit you must send a request via email to support@jumbula.com.
 You must include dates, times and descriptions of each instance of downtime and submit
 all the necessary supporting calculations. All properly submitted credit requests will be
 verified against Jumbula's system records.
- This SLA is only available with a paid service plan in good standing for a minimum of twelve (12) consecutive months. You are not eligible to receive credit for any measurement period in which you failed to meet your payment obligations to Jumbula.



SECURITY OF DATA AND PRIVACY POLICY

Ensuring the privacy and security of your data is of paramount importance to Jumbula. We have put in place a wide range of security policies and mechanisms to safeguard all the data we receive from our clients.

Technology Safeguards

Jumbula employs the latest security standards to protect your data, such as HyperText Transfer Protocol Secure sockets, real-time data backups and PCI-DSS standards.

Security of Data in Transit

We use the HyperText Transfer Protocol Secure (HTTPS) sockets to encrypt the communications.

Data Backups with Real Time Mirrors

We take data backups seriously. All your data is securely stored in Microsoft Azure database and storage servers and we have access to on-the-minute backups of all the data.

Microsoft Azure Cloud Platform

Microsoft Azure is a collection of integrated cloud services to build, deploy, and manage applications through a global network of data centers. Jumbula database, storage and processing servers are all operated within the Azure platform. Azure security center prevents, detects, and responds to threats with exceptional performance and manages the physical security of all of our Azure resources.

Payment Card Industry Data Security Standard (PCI-DSS)

We are compliant with security standards for the Payment Card Industry Data Security Standard (PCI-DSS), an internationally-recognized standard for credit card data security.

Secure Account Passwords

All passwords are stored as one-way hashed ciphertext and cannot be hacked to retrieve the original plaintext passwords.

Data Privacy

We treat all the information we collect from our clients with the highest privacy standards. The financial information that is collected is used only to bill participants for products and services.



We never sell your private data to any outside vendor or ever share your data with any affiliates or partners.



II. 46. RATIFY Agreement No. 202122-120 with Hess and Associates, Inc., to provide electronic time reporting and part-time sick balance reporting services to the Budget & Finance Department from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0974

HESS AND ASSOCIATES, INC. CONTRACT FOR ELECTRONIC TIME AND ATTENDANCE (ETA) PART-TIME SICKE BALANCE TRACKING (PTT)

THIS CONTRACT for ELECTRONIC TIME REPORTING (ETA) PART-TIME SICK BALANCE TRACKING (PTT) and is made by Hess and Associates, Inc. (Contractor), located at 17853 Santiago Blvd., #107-506, Villa Park, California 92861 for

Downey Unified School District (DUSD) located at 11627 Brookshire Ave., Downey, California 90241.

SCOPE

Contractor agrees to provide at DUSD ELECTRONIC TIME AND ATTENDANCE REPORTING (ETA) PART-TIME SICK BALANCE TRACKING (PTT).

Contractor agrees to provide professional, technical, expert and maintenance services at DUSD as necessary and requested not to exceed 20 hours per month. Requested time in excess of hours per month listed above shall be agreed upon before work is started.

TERM

This contract is effective July 1, 2021 and shall remain in effect until terminated in writing by both DUSD and Contractor.

FEE/COSTS

Fees/costs associated with this contract are listed below. Work performed by Contractor in excess of 20 hours per month shall be at an additional cost of \$125 per hour.

Fees for this contract are \$7,500 annually on each July 1, starting with 07/01/21.

Downey Unified School District	Hess and Associates, inc.
Ву	By Mary Pawasarat
Name Christina Aragon	Name Mary Pawasarat
Title Associate Supt., Business Services	Title Education Division Director
DateJuly 15, 2021	Date July 1, 2021



II. 48. RATIFY Service Agreement No. 202122-122 with Food Safety Systems to provide food and safety sanitation assessments and audits in all school cafeterias from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0975

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

SERVICE AGREEMENT Agreement No. <u>202122-122</u>

bet	S AGREEMENT made and entered into this 12th of May , 2021 by and ween Food Safety Systems , hereinafter called the SERVICE PROVIDER
	the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ee as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide food safety and sanitation assessments and audits in all school cafeterias 8 times per year. Also, provide all compliance
	reporting and 5.5 hours of USDA Professional Standards training to Food Service staff. See attached Scope of Work.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$59,480, not to exceed \$59,480 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins July 1, 2021 and will terminate on or before June 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence,
 \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury,
 Personal and Advertising Injury and Property Damage.
- 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

202122-122

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

Downey Unified School District		
Service Agreement No.	202122-122	

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

Name:

SERVICE PROVIDER

Food Safety Systems

DISTRICT

Downey Unified School District

Purchasing & Warehouse Director	Dept.:				
11627 Brookshire Ave.	Address:		Pkwy, Ste. 5A-539		
Downey, CA 90241			, CA 92604 Sagowitz		
Contact: Darren Purseglove					
(562)469-6531/dpurseglove@dusd.net	Phone/email:	949-725-91	14 / stacy@foodsafetysystemsca.com		
IN WITNESS WHEREOF, this Agreeme named parties, on the date indicated be DISTRICT DOWNEY UNIFIED SCHOOL DISTRIC Signature Print Name: Christina Aragon Print Title: Associate Superintendent	SER T Food Sign		OVIDER Items		
Business Services Date:	Da	te:	4/5/2021		
District use	e only below li	ne	. ,		
Account Number to be Charged See atta					
Name and Title of Site Administrator-Pl	ease print		4-6-21		
Signature of Site Administrator			Date		
Signature of Program Director ONLY IF	using categor	ical funds	. Date		
Downey Unified School District 202122-122 Service Agreement No.			Page 4 of 4		



II. 49. RATIFY a 60-month lease agreement for the lease of a Xerox AltaLink Model C8155 production multifunction printer/copier, at the monthly lease rate of \$228.76, with a cost-per-copy rate of \$0.005 per black and white copy, and a \$0.05 per color copy, for use in the Financial Services Department, to be charged to the General Fund.

Supporting Documents



scan0976



MRC Smart Technology Solutions 5657 Copley Dr, San Diego, CA 92111 858-573-6300

Service Agreement

0	1	Name	Downey Unified	School District		Name	Downey Unified	d School Distric	ct
0		Address	11627 Brookshire Avenue			Address	11627 Brookshire Avenue		
ME	SHIP TO	City	Downey		41 8	City	Downey		
CUSTOMER INFO		State Phone	CA 562-469-6153	ZIP 902	41 @	State Phone	CA 562-469-6633	ZIP	90241
SERVICED DEVICES		Make / Mode x / C8155	el Ser	ial Number	Starting M BW/CL		l Financial Servic	ocation / Not	25
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Z	Con	npany	Downey Ur	ified School Dist			Smart Techn	alogy Soluti	ons
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JTHO			stina Aragon						
A	Title		ciate Superinten	Date	/15/2021	itle		Dat	e



SERVICE AGREEMENT TERMS AND CONDITIONS

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

2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the nonbreaching party shall have the option to terminate this Agreement immediately by written notice. MRC reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed 10% of Total Invoice. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at \$9.98 per month for autoshipments. If customer ops out of autoshipments they agree to be billed \$15.00 per supply order. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11". If Customer requires any specialized procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

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

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

5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

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

Customer Initials



MRC Initials

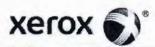
- 8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (2) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
- 9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software-Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Releases for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates." Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases." Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agree
- 10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- 11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- 13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.
- 14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, 15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
- 16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- 17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.
- 18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.
- 19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.



Xerox Financial Services LLC

45 Glover Avenue Norwalk, CT 06856

Master Lease Schedule - Cost Per Copy



Lease A	greement #				Dealer N	ame:				
				LESSEE INFOR	RMATION				-	
Full Legal Na	Downey Unified School D	istrict			DBA					
Billing Addr	11627 Brookshire Avenue				City	rney		State CA	ZIP Code 90241	
Phone 562-46	69-6531	Contact No Darra	an Pursglove		Contact Emai	ursglove@dusd.ne	et	Lessee PO# (Optional)	
				EQUIPM						
Quantity	Model and Description				Quantity	Model and Description				
1	C8	155 with O	ffice Finisher							
				•						
Equipm	ent Location (if different from	Billing Add	ress)							
	TERM AND PAYMENT		IMAGE TYPE	IMAGES INCL	UDED	EXCESS CHARGE	PRINTS II	NCLUDED	EXCESS CHARGE	
	60		B&W			.005				
Term (i	in months): 60 plus the i	nterim	Color			.05				
	Monthly Lease Payment: \$ 228.76		Everyday Color				N	/A	N/A	
M	onthly Lease Payment: \$ plus applicable charges & taxe:	-	Color Level 2				N	/A	N/A	
	and appropriate and Base at the same		Color Level 3				N	/A	N/A	
				LESSEE ACC						
	R SIGNATURE BELOW, YOU AC				ON-CANCE	LLABLE LEASE AND THAT	OU HAVE REA	D AND AGRE	ED TO ALL APPLICABLE	
Authorized X		100	on	June 1	5, 202	21	95-6006586	Required)		
Print Name)		resident, Part	ner, Proprietor, etc.)				
				LESSOR ACC	EPTANCE					
Accepted (By: Xerox Financial Services LLC		Name and Title				Date			
				TERMS & CO	NDITIONS					

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



II. 50. RATIFY Agreement No. 13030 with the Orange County Superintendent of Schools to provide a 30 to 75-minute program titled Inside the Outdoors - Virtual Program to Lewis Elementary School students from July 1, 2020 through August 21, 2021.

Supporting Documents



scan0977

AGREEMENT FOR PARTICIPATION INSIDE THE OUTDOORS VIRTUAL PROGRAM PUBLIC SCHOOLS 2020-2021

This AGREEMENT is hereby entered into this 1st day of July 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Downey Unified School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a thirty (30) minute to seventy-five (75) minute Inside the Outdoors - Virtual Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing July 1, 2020 and ending August 31, 2021. This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those students who are unable to pay the required fee.

- 5.0 DISTRICT shall provide one (1) certificated employee to participate in the PROGRAM with each group of students.
 - 5.1 All participating certificated employees and adult aides, in cooperation with the PROGRAM staff, shall be expected to take an active role in the supervision of students.
- 6.0 Should a DISTRICT group exceed four (4) classrooms on a given day (approximately one hundred twenty (120) students), the additional classroom(s) may be scheduled to participate on another day.
- 7.0 DISTRICT shall be responsible for the supervision of its students.
 DISTRICT shall also be responsible for the actions of its students and employees while participating in the PROGRAM.
- 8.0 DISTRICT shall provide SUPERINTENDENT'S designee a link to a virtual platform of the DISTRICT'S choosing, in accordance with DISTRICT policies, for the Inside the Outdoors Virtual Program. The link shall be emailed to itoregistration@ocde.us at least five (5) business days prior to the scheduled event.
- 9.0 DISTRICT shall hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees from any and all claims for damages resulting from the acts or omissions of DISTRICT, its officers, agents, employees, and students with respect to the Inside the Outdoors Virtual Program.

SUPERINTENDENT shall hold harmless, defend, and indemnify the DISTRICT, its Governing Board, officers, agents, employees, and

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students from any and all claims for damage resulting from the acts or omissions of the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees with respect to the Inside the Outdoors - Virtual Program.

10.0 Any notice of cancellation by DISTRICT must be received in writing by SUPERINTENDENT at least twenty (20) business days, excluding holidays, prior to the scheduled PROGRAM date. In the event of a cancellation, the DISTRICT is responsible to find an equivalent replacement no later than ten (10) business days prior to the cancelled program date; SUPERINTENDENT may also attempt to find an equivalent replacement if possible. If DISTRICT or SUPERINTENDENT is unable to find an equivalent replacement, DISTRICT will be charged ninety percent (90%) of the full cost of the scheduled PROGRAM. If DISTRICT'S School wishes to reschedule a scheduled PROGRAM date, DISTRICT'S School may be charged an additional fee of One hundred dollars (\$100.00).

11.0 DISTRICT agrees to pay SUPERINTENDENT per PROGRAM more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein. Payment shall be based on the number of PROGRAMS delivered, as described in Exhibit "A".

11.1 Postponement of a PROGRAM due to technical difficulties exceeding fifteen (15) minutes may be made by the SUPERINTENDENT'S designated staff. DISTRICT groups will be rescheduled at a mutually agreed upon date when space is available.

12.0 Full payment of fees by DISTRICT must be received by SUPERINTENDENT within thirty (30) calendar days of billing postmark.

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13.0 DISTRICT shall implement procedures and protective measures to 1 assure compliance with current federal and state privacy requirements, 2 including but not limited to California Assembly Bill 1584, California 3 Assembly Bill 1442, the Student Online Personal Information Protection 4 Act (SOPIPA), the Family Educational Rights and Privacy Act (FERPA), 5 the Children's Online Privacy Protection Act (COPPA), and the 6 Children's Internet Protection Act (CIPA) as applicable. 7 14.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that 8 all matters produced under this AGREEMENT shall become the property of 9 SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express 10 written permission. SUPERINTENDENT shall have all right, title and 11 interest in said matters, including the right to secure and maintain the

15.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies, formulae, procedures, processes, methods, ideas, dialogue, prepared for and submitted by SUPERINTENDENT to the DISTRICT in connection with the services set forth in this AGREEMENT are wholly original to SUPERINTENDENT and shall not be copied or used in whole or in part by DISTRICT without SUPERINTENDENT'S express written permission. DISTRICT further agrees that all writings and materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise submitted by SUPERINTENDENT to the DISTRICT and/or used in connection with the services set forth in this AGREEMENT, reflect the intellectual property of, and copyright interests held by

copyright, trademark and/or patent of said matter in the name of the

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SUPERINTENDENT.

SUPERINTENDENT and shall not be copied or used in whole or in part by 1 DISTRICT without SUPERINTENDENT'S express written permission. DISTRICT 2 shall not record, videotape and/or take pictures or screenshots without 3 the express prior written approval by SUPERINTENDENT. 16.0 NOTICE. All notices or demands to be given under this AGREEMENT 5 by either party to the other, shall be in writing and given either by: 6 (a) personal service or (b) by U.S. Mail, mailed either by registered 7 or certified mail, return receipt requested, with postage prepaid. 8 Service shall be considered given when received if personally served 9 or if mailed on the third day after deposit in any U.S. Post Office. 10 The address to which notices or demands may be given by either party 11 may be changed by written notice given in accordance with the notice 12 provisions of this section. As of the date of this AGREEMENT, the 13 addresses of the parties are as follows:

> DISTRICT: Downey Unified School District

11627 Brookshire Avenue Downey, California 90241

Attn:

Orange County Superintendent of Schools SUPERINTENDENT:

200 Kalmus Drive P.O. Box 9050

Costa Mesa, California 92628-9050

Attn: Patricia McCaughey

17.0 In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

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18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

20.0 If any term, covenant, condition or provision of this AGREEMENT is held by court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

21.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

ī [THIS SECTION INTENTIONALLY LEFT BLANK]

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1	IN WITNESS WHEREOF, the Parti	es hereto have caused this AGREEMENT
2	to be executed.	
3	DISTRICT: DOWNEY UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF
4	BY:	Vat. Alle
5	Authorized Signature	Authorized Signature
6	PRINT NAME: Christina Aragon	PRINT NAME: Patricia McCaughey
7	TITLE: Assoc. Supt. Bus. Svcs.	TITLE: Administrator
8	DATE: July 15, 2021	DATE: February 17, 2021
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EXHIBIT "A"

Virtual Programs

Exhibit A

School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee Per Student or Flat Fee	Comments
Lewis School (Downey USD)	Virtual Program - Shipley Nature Center/ Mt. SAC: Gabrielino Walk	4/16/2021	3	5	150	\$1,050.00	

Note

⁽¹⁾ The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.

⁽²⁾ Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Sections 11.0 and 11.1 of the Agreement.



Inside the Outdoors Fees for 2020/2021



Programs support the current California state standards.

Virtual Program Fees*

Per Program/Session (30-60 minutes)	Virtual Traveling Scientist District/School Cost**	Virtual Field Trip District/School Cost**
One Presentation Up to 35 students	\$300.00	\$450.00
Two Presentations Up to 70 students	\$450.00	\$600.00
Three Presentations Up to 105 students	\$600.00	\$750.00
Four Presentations Up to 140 students	\$800.00	\$1,000.00
Five Presentations Up to 175 students	\$1,000.00	\$1,250.00

^{*}Pricing structure for more than one program reflects multiple presentations scheduled on the same day.

Additional Grant Opportunities available: www.insidetheoutdoors.org or call (714) 708-3885

^{**}District/School Cost is the portion of the fee that a participating school or district pays. The remaining portion of the fee is covered by community partners who cover a portion of the cost to help keep the fees lower for schools.



II. 51. APPROVE Joint Use Lease Agreement with Downey Foundation for Educational Opportunities for the 2021-22 school year for the use of vacant portable building space at the Manuel Gallegos Administration Center, effective August 8, 2021 through June 30, 2022.

Supporting Documents



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JOINT USE LEASE AGREEMENT BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT AND DOWNEY FOUNDATION FOR EDUCATIONAL OPPORTUNITIES

THIS JOINT USE LEASE AGREEMENT ("Agreement") is made this 8th day of August 2021, ("Effective Date") by and between the **DOWNEY UNIFIED SCHOOL DISTRICT**, a California public school district ("Lessor" or "District"), and **DOWNEY FOUNDATION FOR EDUCATIONAL OPPORTUNITIES**, a nonprofit organization ("Lessee" or "DFEO"). District and Lessee may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, District is authorized, pursuant to California Education Code section 17527, to "enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session"; and

WHEREAS, District has vacant portable building space, as further depicted in Exhibit A attached hereto and incorporated herein by reference ("Premises"), at Manuel Gallegos Administration Center, located at 11627 Brookshire Avenue, Downey, California 90241 ("Administration Center"); and

WHEREAS, Lessee requires space to operate its non-profit administration ("Programs"), as more fully described in in Exhibit B attached hereto and incorporated herein; and

WHEREAS, District desires to allow Lessee to use the Premises at the Administration Center, as designated, for Lessee's Programs; and

WHEREAS, pursuant to California Education Code section 17529, the District has determined, by approving this Agreement, that leasing the Premises to Lessee will not (1) interfere with any educational programs or activities of any school or class conducted at the Administration Center, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of any children at the Administration Center; and

WHEREAS, District and Lessee desire to enter into this Agreement whereby District leases the Premises at the Administration Center to Lessee, and Lessee leases the Premises from District, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

Lease of Premises. District hereby agrees to lease to Lessee, and Lessee hereby agrees to lease
from District, the Premises pursuant to the terms described herein, and as set forth in Exhibit A,
for the sole purpose of the use of the Premises for Lessee's Programs, as further described in

Exhibit B, in accordance with all applicable federal, state, and local laws and regulations relating to the Premises and to the Lessee's use thereof. Lessee shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.

- Term. The term of this Agreement shall be for one (1) year. The commencement date shall be August 8, 2021 ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2022 ("Expiration Date") ("Term").
- 3. Rent. For and in consideration of the use of the Premises for the Term, Lessee agrees to pay District for the Premises rent in the amount of \$262.50 per month ("Rent").

4. Use of Premises.

- 4.1. **General Use Provision.** Lessee shall not use or permit the use of the Premises or any part thereof for any purpose which is inimical to public morals and welfare or morally objectionable as unsuitable for a public facility. The District is aware of Lessee's intended use of the Premises for the Programs, as described in **Exhibit B** hereto, and acknowledges, solely as of the Effective Date of this Agreement, that Lessee's use of the Premises for its Programs is not currently viewed as a use which is inimical to public morals and welfare or morally objectionable as unsuitable for a public facility; provided, however, the District reserves its right to reasonably find and determine otherwise, as necessary and appropriate.
- 4.2. Waste. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer, or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.
- 4.3. Sale, Distribution and Consumption of Alcoholic Beverages. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Lessee shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.
- 4.4. Permits/Approvals. If required, Lessee shall obtain a use permits and/or approvals from the City in which the Premises is located for Lessee's use throughout the Term. Lessee shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules, and ordinances.

S. Condition of Premises.

5.1. The Premises are allocated to Lessee on an "AS IS" basis. The District shall not be required to make or construct any alterations including structural changes, additions, or improvements to its Premises. By Lessee's entry and use of the Premises pursuant to this Agreement, Lessee accepts the Premises in "AS IS" condition.

- 5.2. Lessee acknowledges that neither the District nor the District's agents have made any representation or warranty as to the suitability of the Premises for Lessee, Lessee's use thereof, or Lessee's Programs as described herein. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind the Parties, and the Parties expressly waive all claims for damages based on any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.
- 6. Shared Administration Center and Facilities. Lessee acknowledges and understands that portions of the Administration Center, on which the Premises are located, is and will be in use by District, as depicted in Exhibit A. As such, the Administration Center and any playgrounds, common areas, parking lots, recreational facilities, and other outdoor play areas (collectively "Shared Space") may be used by other parties, including District, and Lessee shall cooperate, as necessary, with District and other parties in reaching amicable arrangements concerning use of the Shared Space. Any areas which Lessee shall have no access to, as well as those areas considered Shared Space, are to be clearly depicted in Exhibit A attached hereto. Lessee shall also have a right of ingress and egress through the Administration Center to the Premises.

7. Parking.

- 7.1. Beyond the Premises, as further described in Exhibit A attached hereto, the Lessee shall have non-exclusive use of the parking lot(s) located on the Administration Center where the Premises are located. Lessee shall abide by the District's policies concerning the use of Premises Parking, which policies will be provided to the Lessee at or before the Effective Date. Each Party's use of Premises Parking shall be on a first-come, first-serve basis. Lessee shall coordinate with the District for ongoing direction related to this Section and shall instruct its visitors, invitees, and guests to park only at Premises Parking designated by the District and in Exhibit A attached hereto.
- 7.2. Lessee shall not abandon any inoperative vehicles or equipment on any portion of the Administration Center, including the Premises. District shall not be liable for any personal injury suffered by Lessee or Lessee's visitors, invitees, and guests, or for any damage to or destruction or loss of any of Lessee or Lessee's visitors, invitees, or guests' personal property located or stored in the parking lots, street parking, or the Administration Center, including the Premises. Lessee accepts the District's Premises Parking in "AS IS" condition and Lessee acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.

8. Utilities.

- 8.1. District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling, and water services.
- 8.2. Lessee shall be solely responsible for all telephone or technology communication services/systems and pest control required by Lessee in its use of the Premises or performance of its Programs.

8.3. The District's failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Lessee shall comply with all District energy conservation policies relating to use of the Premises.

9. Maintenance and Repairs.

- 9.1. Lessee shall maintain the Premises in a good condition consistent with the condition of the Premises existing at the time of delivery.
 - 9.1.1. The District shall be responsible for the custodial services, routine repair, cleaning, and general maintenance of the Premises and any furnishing or equipment provided to Lessee, except as otherwise agreed to in writing by the District.
 - 9.1.2. The District shall be responsible for the major maintenance of the Premises. For purposes of the Agreement, "major maintenance" includes, for example, the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance and shall be the responsibility of Lessee.
 - 9.1.3. The Parties shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this Agreement. Lessee shall bear the responsibility to complete a visual inspection of any Premises immediately before use for any defects, damage, or hazards to person or property, and upon observing any of the foregoing, taking reasonable action to remediate or avoid such risk or hazard.
 - 9.1.4. The cost of re-keying, if necessary, shall be the responsibility of the District.
- 9.2. **Damages.** Lessee shall be responsible for damage occurring during its use of the Premises to the extent provided in the Section below titled "Indemnification."
- 10. Title to the Administration Center. The Parties acknowledge that title to the Administration Center, inclusive of the Premises, is held by District.
- 11. District's Entry and Access to Premises. District and its authorized representatives shall have the right to enter the Premises at any time for the purpose of inspection ("Inspection"); or to perform deferred maintenance in or on the Premises in a manner so as not to disrupt Lessee's use of the Premises; provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Linda Salomon Saldana, as indicated below, immediately upon District's receipt of notification of any emergency. If Lessee is not present to

- open and permit entry into the Premises in an emergency situation, as reasonably determined by District, District may enter by means of a master key without liability to Lessee.
- 12. Safety of Premises. The Premises may be monitored by a safety system maintained and operated by District, if at all, which may allow District to provide Lessee with notice, pursuant to District's standard protocol for all other District buildings and facilities, of a potential incident or situation necessitating Lessee's attention. However, Lessee specifically acknowledges, understands, and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate safety/security measures, protocols, personnel, or systems for either Lessee or the Premises. Lessee further expressly acknowledges and agrees that District shall not be liable for and is hereby released from any and all responsibility for any damage, loss, or injury to either person or property because of any criminal activity (including, but not limited to, any damage, loss, or injury resulting from intrusions, petty theft, vandalism, or other similar acts) that may occur on or near the Premises, regardless of whether District was able to, actually did, or failed to provide notice to Lessee of a potential incident or situation which led to the damage, loss, or injury, and in accordance with the other terms and conditions of this Agreement. District hereby makes no warranties or representations as to the safety or security of Lessee or the Premises. Lessee shall be responsible for supplying, providing, establishing, maintaining, and operating its own safety measures, protocols, personnel, or systems to encourage and ensure the security of Lessee, its agents, officers, employees, licensees and invitees, if it so desires and at Lessee's sole cost ("Lessee's Safety Measures"); provided, however, that Lessee must obtain prior written approval from District prior to employing Lessee's Safety Measures and provided that all of Lessee's Safety Measures are compatible with any District safety system or protocol then existing.
- 13. Fingerprinting and Criminal Background Verification. If applicable and/or requested by District, Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Saf. Code §§ 1500 et seq.). In the event the Section applies to Lessee, Lessee shall promptly provide written verification of compliance with the fingerprinting and criminal background investigation requirements to District prior to Lessee taking possession of the Premises.
- 14. Termination. Termination of this Agreement may be for convenience or cause as specified below.
 - 14.1. Termination for Convenience.
 - 14.1.1. District may terminate this Agreement for convenience by written notification thirty (30) days prior to the effective date of the termination.
 - 14.1.2. Lessee may terminate this Agreement for convenience by written notification thirty (30) days prior to the effective date of the termination.
 - 14.1.3. Neither Party shall be required to provide just cause for termination in the written notification.

- 14.2. **Termination for Cause.** Either Party may terminate this Agreement immediately for cause. Cause shall include, without limitation:
 - 14.2.1. Material violation or default of this Agreement by Lessee or District; or
 - 14.2.2. Any act by Lessee exposing District to liability to others for personal injury or property damage; or
 - 14.2.3. Lessee is adjudged a bankrupt, Lessee makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Lessee's insolvency.
 - 14.2.4. If District terminates for cause, Lessee's rights in the Premises shall terminate upon Lessee's receipt of notice of termination from District. Upon receipt of District's notice of termination, Lessee shall surrender and vacate the Premises in the condition required under this Agreement, and District may re-enter and take possession of the Premises and all the remaining improvements or property and eject Lessee or any of Lessee's subtenants, assignees, or other person or persons claiming any right under or through Lessee or eject some and not others or eject none. This Agreement may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Lessee from the payment of any sum then due District or from any claim for damages previously accrued or then accruing against Lessee.
- 14.3. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District and/or Lessee.
- 14.4. Upon termination of this Agreement, Lessee shall be responsible to restore the Premises to its condition prior to the commencement of this Agreement with no damage thereto, reasonable wear and tear excepted.
- either Party is in default of this Agreement, the non-defaulting Party may allow up to thirty (30) days for the defaulting Party to "cure" the default, following service of a notice of default and a demand to cure. In the event that the defaulting Party fails to cure its default within such period of time, the non-defaulting Party shall have the right to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. Any termination under this Section or Section 14 shall not release a Party from the payment of any sum or payment from any claim for damages previously accrued or then accruing against a Party. Any dispute as to the existence of a material breach, the acceptability of a cure for each alleged breach, or the appropriate remedy for each and every material breach of this Agreement shall be resolved by mediation and/or arbitration by a mediator/arbitrator agreeable to both Parties. Arbitration of disputes as to material breach of this Agreement shall be final and binding as the exclusive remedy for enforcement of the rights and responsibilities of all Parties.
- Indemnification. To the fullest extent permitted by California law, Lessee shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees,

trustees, and volunteers from and against any and all loss, liability, damage, expense, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs (collectively "Claims"), as well as any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons, including employees of Lessee, and damage to property, including property of either Party, arising out of or in connection with intentional, willful wanton, reckless, or negligent conduct resulting from the operation, condition, or occupancy of the Premises, or any activities of Lessee related to this Agreement. However, the District shall not be indemnified herein for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

17. Insurance.

- 17.1. Lessee shall obtain insurance from insurer(s) with a current A.M. Best Insurance rating of no less than <u>A-minus: VII</u> and subject to the approval of District. Lessee shall furnish District with the original certificates and amendatory endorsements effecting coverage required.
- 17.2. Lessee acknowledges that the insurance to be maintained by District on the Premises will not insure any of Lessee's property or improvements made by Lessee.
- 17.3. Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance, an excess liability/umbrella policy and a comprehensive auto liability policy insuring District and the District's Indemnitees as additional insureds against claims liabilities arising out of the operation, condition, use, modification, maintenance, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Lessee's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned.
- 17.4. Lessee's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars (\$2,000,000) general aggregate policy limit.
- 17.5. The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Lessee shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:
 - 17.5.1. Not be canceled or altered without thirty (30) days' prior written notice to District;
 - 17.5.2. State the coverage is primary and any coverage by District is in excess thereto;
 - 17.5.3. Contain a cross liability endorsement; and
 - 17.5.4. Include a separate endorsement naming the District and the District's Indemnitees as additional insureds.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Lessee shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

- 17.6. During the Term, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Premises as of the Commencement Date. In the event of loss or damage to the Premises, the buildings, or any contents, each Party, and all persons claiming under the Party, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.
 - 17.6.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Lessee shall be charged to Lessee.
- 17.7. During the Term, Lessee shall comply with all provisions of law applicable to Lessee with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Lessee's occupancy of the Premises, Lessee shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.
- Signs. Lessee may, at Lessee's sole cost, have the right and entitlement to place an onsite sign on the Premises to advertise Lessee's use or program, provided Lessee obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Lessee's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of any of Lessee's signs, District agrees to cooperate with Lessee in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Lessee shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Lessee shall remove any signs which it has placed on the Premises, and shall repair any damage caused by the installation or removal of Lessee's signs.

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

TO DISTRICT:

TO LESSEE:

Downey Unified School District 11627 Brookshire Ave. Downey, CA 90241

11627 Brookshire Ave. Downey, CA 90241

ATTN: Christina Aragon Telephone: 562-469-6520 ATTN: Sheila Tetangco-Bartolone

Downey Foundation for Educational Opportunities

Email: caragon@dusd.net Email: she

Telephone: 562-419-2244 Email: sheilatb@dfeo.org

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

- 20. Subcontract, Assignment and Sublease. Lessee shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises, except to any entity affiliated with Lessee, which shall include any entity controlled by, under common control of, or successor entity of Lessee, in which event Lessee may assign or transfer the Agreement without prior consent of District; provided, however, that Lessee shall provide District with thirty (30) days' prior written notice of any such assignment or transfer of this Agreement and also expressly require any entity to which this Agreement is assigned or transferred to comply with and be liable for any and all responsibilities or obligations hereunder this Agreement. Any purported assignment or transfer where the District's consent is required but not obtained shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.
- 21. Joint and Several Liability. If Lessee is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Lessee hereunder.
- 22. Entire Agreement of Parties. The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties.
- 23. California Law. The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in the county in which the District administrative offices are located.
- **24. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

- 25. Successors and Assigns. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- **26. Counterparts.** The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- **27. Captions.** The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
- 28. Severability. Should any provision of the Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
- **29. Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 30. Modification. This Agreement, or any Exhibit attached hereto, may be amended in writing signed by both Parties. The Parties' respective Boards must approve this Agreement and Exhibits and any changes or modifications thereto.
- 31. Nondiscrimination. Neither Party shall discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, disability, or any other basis prohibited by law in the operation of any of their programs or employment practices. The Parties affirm they are equal opportunity employers and shall comply with all applicable federal, state and local laws and regulations.
- 32. Authority to Sign Agreement. Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.
- 33. Force Majeure. In addition to specific provisions of this Agreement, performance by a Party shall not be deemed to be in default, and all performance or other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party, such as but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; limitation of supplies; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; acts or omissions of another party; or any other causes beyond the control of or without the fault of the Party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AN	D AGREED on the date indicated be	
Dated:	, 2021	Dated: JUNE 30 2021
DOWNEY UNI	FIED SCHOOL DISTRICT	DOWNEY FOUNDATION FOR EDUCATIONAL OPPORTUNITIES
Ву:	-	By:
Print Name:	Christina Aragon	Print Name: Sheila Tetangco-Bartolone
Print Title:	Associate Superintendent, Business Services	Print Title: Executive Director

Exhibit A DESCRIPTION OF PREMISES AND ADMINISTRATION CENTER

The Administration Center and Premises, including restrooms, parking and ingress/egress access, are as follows:

Portable (DP-1) at Manuel Gallegos Administration Center, located at 11627 Brookshire Avenue, Downey, CA 90241.

A map depicting the Premises at the Administration Center is included below.

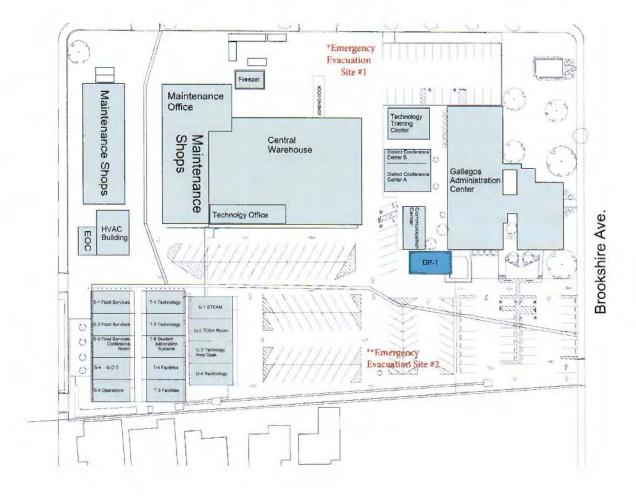


Exhibit B DESCRIPTION OF LESSEE'S PROGRAM

Lessee's Programs shall consist of the following:

- 1. <u>Programs</u>. DFEO shall use the Premises for the following:
 - 1.1. Business Administration for Foundation (Office Work);
 - 1.2. Foundation Meetings and Staff Training; and
 - 1.3. Student Registration Office for Foundation Programs.



II. 54. APPROVE Agreement for Deaf and Hard of Hearing Services between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Alhambra USD to utilize the services of the Deaf and Hard of Hearing program from July 1, 2021 through June 30, 2022.

Supporting Documents



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Downey-Montebello Special Education Local Plan Area ("SELPA")

AGREEMENT FOR

DEAF AND HARD OF HEARING SERVICES SPECIAL EDUCATION

The Downy-Montebello SELPA is currently operated by the Downey Unified Administrative Unit as a part of the DOWNEY UNIFIED SCHOOL DISTRICT, a public educational agency, located at 11627 Brookshire Ave., Downey, CA 90241. Downey-Montebello SELPA ("SELPA") is located at 9625 Van Ruiten St., Bellflower, CA 90706. Hereinafter, the SELPA, DOWNEY UNIFIED SCHOOL DISTRICT and Downey Unified Administrative Unit are collectively referred to as "DOWNEY UNIFIED SCHOOL DISTRICT."

The Alhambra Unified School District, hereinafter referred to as "District" is located at 1515 W. Mission Rd, Alhambra, CA 91803.

RECITALS

Students with deafness or hard of hearing have unique needs that require the support of specialized trained and qualified staff. District does not employ all the required staff who have the necessary skills, training, experience, or credentials to support students with needs resulting from deafness or hearing loss.

District requests to utilize the services of the DOWNEY UNIFIED SCHOOL DISTRICT to support meeting the needs of students identified as "Deaf," "Hard of Hearing," or "Deaf-Blind" pursuant to an Individualized Education Program ("IEP"). DOWNEY UNIFIED SCHOOL DISTRICT services are also necessary to support District staff in meeting student needs.

As a result, District and DOWNEY UNIFIED SCHOOL DISTRICT mutually agree as follows:

TERMS OF AGREEMENT

DOWNEY UNIFIED SCHOOL DISTRICT has agreed to perform the work to be done in accordance with the terms and conditions of this Agreement and Exhibit A—Scope of Work, attached hereto, incorporated herein, and made a part hereof. All work shall be coordinated by DOWNEY UNIFIED SCHOOL DISTRICT.

1. TERM

This Agreement is effective July 1, 2021 and shall remain in effect through June 30, 2022. The period from July 1 through June 30 is considered the "contract term." This Agreement automatically renews for the following school year as the next contract term unless one of the following conditions is met:

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT provides written notice at least 30 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (b) The District provides written notice at least 180 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (c) The parties, through mutual agreement, enter into a revised version of the Agreement.

2. COMPLIANCE WITH SPECIAL EDUCATION LAWS

By signing this Agreement, the District and DOWNEY UNIFIED SCHOOL DISTRICT certify that each will comply with the provisions of state and federal laws and regulations related to and governing special education services including the requirement to utilize appropriate resources of general education prior to referring a student for special education services (see 5 C.C.R. § 3021). Any new laws that may become effective during the period of this Agreement related to special education program delivery shall be incorporated into this Agreement.

3. PAYMENT FOR SERVICES

- (a) The District shall reimburse DOWNEY UNIFIED SCHOOL DISTRICT for the cost of services requested pursuant to this Contract. The District will be invoiced quarterly using the annual cost. The first three quarterly invoices will be approximately 30% of the annual cost based on the projected total cost of services. The fourth invoice will be approximately 10% of the projected cost and based on actual expenditures for the year less the amounts invoiced for the first three quarters.
- (b) The District will provide verification of the number of students enrolled on December 1 and April 1 and requiring services per this. If a student is enrolled on December 1 and April 1, the District is responsible for program costs for that student for the full school year. If a student is enrolled on only one of the two verified dates (either December 1 or April 1), the District will be responsible for program costs for the student for half of the school year only. To determine the "annual cost," billing will be projected based on the services required pursuant to the Student's Individualized Education Program ("IEP") and not adjusted based on the Student's actual days of attendance.
 - If a student is withdrawn from school with prior notice or with withdrawn from special education services, the District agrees to notify the DOWNEY UNIFIED SCHOOL DISTRICT in writing of this removal of the student within five (5) business days. Absent an agreement otherwise, services to the student will cease.
- (c) The District will be billed approximately 30% of the projected annual costs three times per year and approximately 10% one time per year. This billing will occur on or about August 31, November 30, February 28, and the close

- of the fiscal year. Payment is due to the DOWNEY UNIFIED SCHOOL DISTRICT within thirty (30) calendar days of the invoice date. Given public policy considerations ensuring "prompt payment," absent a written agreement or waiver, failure to pay in a timely manner will result in a late payment assessment in an amount not to exceed 10%.
- (d) The fourth quarter invoice will be adjusted to account for "actual costs." This invoice may be adjusted down if enrollment/need for services decreases during the year because of changes to a Student's IEP or a Student's disenrollment from the District. Alternatively, this invoice may be adjusted up if enrollment/need for services increases during the year because of changes to a Student's IEP, a Student's enrollment in the District, or other needs.

4. INDEMNIFICATION

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

5. INSURANCE

District and DOWNEY UNIFIED SCHOOL DISTRICT agree to maintain such insurance as required by law and by DOWNEY UNIFIED SCHOOL DISTRICT contracting requirements. These include, but are not limited to general liability, property damage, workers' compensation, automobile insurance, and sexual molestation/misconduct insurance in amounts to be determined by DOWNEY UNIFIED SCHOOL DISTRICT.

6. NOTICES

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

DOWNEY UNIFIED SCHOOL DISTRICT:

Contracts Section DOWNEY UNIFIED SCHOOL DISTRICT Downey Unified Administrative Unit, 11627 Brookshire Ave., Downey, CA 90241 Downey-Montebello SELPA, 9625 Van Ruiten St., Bellflower, CA 90706

District:

Alhambra Unified School District 1515 W. Mission Rd. Alhambra, CA 91803

7. EMPLOYEE FINGERPRINTING

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

8. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities and is not intended to, nor shall be construed to, create any employment relationship(s) based on the performance thereof. While performing its obligations under this Contract, District is not an officer, employee or agent of DOWNEY UNIFIED SCHOOL DISTRICT. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of DOWNEY UNIFIED SCHOOL DISTRICT. Similarly, the DOWNEY UNIFIED SCHOOL DISTRICT employees performing work under the contract are not employees of the District.

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

9. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final

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understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

10. ORDER OF PRECEDENCE

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

11. SEVERABILITY / WAIVER

- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

12. AMENDMENTS

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

13. TERMINATION

- a. The Contract may be terminated at any time during the contract term with or without cause by <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> upon written notification to the District.
- b. Services provided by this Contract may not be terminated without cause by the District. The District shall fund services at the proposed annual rate for the duration of the contract year as adjusted by the specific terms of the contract. The District may not cancel services, during the agreement term, to hire its own service providers or engage in a contract with a third party, and such will not constitute "cause" for termination of this Contract.
- c. In the event the District wishes to terminate this agreement for what it believes is "cause," the District must provide 30-day written notice to the DOWNEY UNIFIED SCHOOL DISTRICT and must agree to attend an informal resolution meeting in an attempt to resolve the disagreement. In the event the disagreement cannot be resolved in this informal meeting, the parties agree the District can terminate this agreement with cause, with termination to be accepted on the day prior to the first day of the next billing quarter.

14. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, DOWNEY UNIFIED SCHOOL DISTRICT, shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

15. ATTORNEY'S FEES

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

16. COMPLIANCE WITH LAW

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

17. FORCE MAJEURE

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

18. GOVERNING LAW/FORUM SELECTION

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

Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

19. INCORPORATION BY REFERENCE

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

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

21. RECORD RETENTION AND INSPECTION

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

22. NO THIRD PARTY BENEFICIARIES

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

23. <u>DOWNEY UNIFIED SCHOOL DISTRICT BUDGET/GRANT FUNDS</u> <u>CONTINGENCY</u>

If any portion(s) of DOWNEY UNIFIED SCHOOL DISTRICT'S financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this Contract shall be of no further force and effect. In this event, District shall have no liability to pay any funds to DOWNEY UNIFIED SCHOOL DISTRICT under this agreement, and DOWNEY UNIFIED SCHOOL DISTRICT shall not be obligated to perform any provisions of this Contract.

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

24. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination

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in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

25. EXECUTION REQUIREMENTS

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

Dated:	6/15/21	By: ALHAMBRA UNIFIED SCHOOL DISTRICT PRESIDENT'S SIGNATURE
Dated: _	6/15/21	By: Mylure Posell AMABRA UNIFIED SCHOOL DISTRICT ASSISTANT SECRETARY'S SIGNATURE
Dated	July 15, 2021	By: DOWNEY UNIFIED SCHOOL DISTRICT CHRISTINA ARAGON ASSOCIATE SUPERINTENDENT BUSINESS SERVICES

FED ID# 95-6006586

EXHIBIT A SCOPE OF WORK

Scope of Work (Deaf and Hard of Hearing Services)

1. Responsibilities of the DOWNEY UNIFIED SCHOOL DISTRICT

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT is responsible for providing Deaf/Hard of Hearing ("DHH") services through Itinerant and Special Day Class programs. The Special Day Class program is currently located at Larson East.
- (b) Itinerant Services: Specific services and support provided via an itinerant model include but are not limited to:
 - Conduct evaluations specifically related to students' DHH goals and objectives
 - 2. Provide DHH services according to the student's Individualized Education Program ("IEP").
 - 3. Develop and maintain compliant IEP goals specific to DHH services.
 - Develop and document DHH related present levels of performance, document needed DHH related classroom and testing accommodations and modifications within the IEP.
 - 5. Implement interventions based on a student's DHH assessment and evaluation.
 - 6. Provide specialist support options to enable students with hearing loss equity of access to the curriculum. Provide training and in-service support to educate staff on use of FM systems.
 - 7. Promote language development by providing a range of communication modes and strategies.
 - 8. Instruct the student and staff on the use and care of hearing and hearing equipment.
 - 9. Collaborate with staff and family.
 - 10. Monitor student audiological needs.
 - 11. Assist in the assessment and acquisition of hearing equipment.
 - 12. Support communication and linguistic development and spoken and/or sign language.
 - 13. Assessing audiological implication related to speech and language development.
 - 14. Promote a proactive partnership with the student to develop self-esteem and encourage positive attitudes toward learning.
 - 15. Attendance and participation at annual and triennial IEP team meetings as the DHH provider.
 - 16. Establish and communicate clear lesson and intervention purpose.
- (c) DHH Special Day Classrooms: Specific services and support provided via a classroom model include but are not limited to:
 - 1. Provide food services to students attending or enrolled in the DHH classrooms located at SELACO Regionalized Programs.
 - 2. Conduct evaluations specifically related to DHH goals and objectives.
 - 3. Conduct triennial assessments for students with DHH disabilities who are eligible under this agreement.
 - 4. Develop, implement and adjust appropriate programming that provides access to a student's Least Restrictive Environment.

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- Provide interventions and systematic, purposeful instruction at student's instructional level and focusing on transition goals, linking District initiatives and Grade Level Expectations to IEPs.
- 6. Implement interventions based on student assessments and evaluations.
- Attend and participate in students' annual and triennial IEP team meetings.
- 8. Conduct and complete annual and triennial IEPs for students enrolled or attending the classroom.
- Conduct triennial assessments to establish ongoing special education eligibility in the areas of psychological evaluations, speech and language evaluations, and academic testing.
 - (d) In providing these services, DOWNEY UNIFIED SCHOOL DISTRICT may utilize existing staff, new staff, and/or contracted agencies and staff.

2. Responsibilities of the District

- (a) The District is responsible for implementing provisions of state and federal laws and regulations, related to special education for students with disabilities within their respective jurisdictional boundaries. Such responsibilities shall include, but are not limited to, child find, initial assessment and determination of eligibility, provision of free appropriate public education, reassessment and attendance at students' IEP meetings.
- (b) The District retains the ultimate authority and responsibility for the provision of education and related services to their respective students with disabilities regardless of who provides the program and services. The Districts also retains ultimate responsibility for the costs related to defending and/or initiating local state compliance complaints, United States Department of Education Office for Civil Rights complaint, and/or due process proceedings.
- (c) The District is responsible for the following:
 - Conducting an initial assessment to identify special education eligibility, programs, and services for individuals with a suspected disability of Deafness, Hearing Impairment, and Deaf-Blindness who reside within the District of Residence, and may be eligible for services under this Agreement.
 - 2. Conducting a triennial assessment to establish ongoing special education eligibility, and necessary programs, and services for individuals receiving services under this Agreement.
 - 3. Arranging and providing transportation for students who are receiving supports and services under this Agreement.
 - 4. Providing for the coordination of non-public school services, search and serve services, complaint and due process services, and other related services as determined within the area not covered by this Agreement for students who are receiving supports and services under this Agreement.

- The District retains ultimate authority and responsibility for the provision of educational programs and services to its students without regard to which agency or district provides the programs and services.
- 6. Within five (5) school days from the date the District becomes aware of a student's change in responsible Local Educational Agency (change of District of Residence), the District will notify DOWNEY UNIFIED SCHOOL DISTRICT and the Student's District of Residence. Absent an agreement otherwise, services to the student will cease.
- 7. District will be responsible for providing transportation services.
- (d) The District of residence is responsible for completing and implementing all elements of the IEP that do not specifically pertain to DHH services (as outlined in Section 1, above).
- (e) The District agrees to make available to <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> any and all student records <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> deems necessary to carry out the terms of this Agreement. This includes, but is not limited to, student cumulative files, IEP documents, and all related special education paperwork.



II. 55. APPROVE Agreement for Deaf and Hard of Hearing Services between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and El Rancho USD for Deaf and Hard of Hearing program services from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0980

Downey-Montebello Special Education Local Plan Area ("SELPA")

AGREEMENT FOR

DEAF AND HARD OF HEARING SERVICES SPECIAL EDUCATION

The Downy-Montebello SELPA is currently operated by the Downey Unified Administrative Unit as a part of the DOWNEY UNIFIED SCHOOL DISTRICT, a public educational agency, located at 11627 Brookshire Ave., Downey, CA 90241. Downey-Montebello SELPA ("SELPA") is located at 9625 Van Ruiten St., Bellflower, CA 90706. Hereinafter, the SELPA, DOWNEY UNIFIED SCHOOL DISTRICT and Downey Unified Administrative Unit are collectively referred to as "DOWNEY UNIFIED SCHOOL DISTRICT."

The El Rancho Unified School District, hereinafter referred to as "District" is located at 9333 Loch Lomond Drive, Pico Rivera, CA 90660.

RECITALS

Students with deafness or hard of hearing have unique needs that require the support of specialized trained and qualified staff. District does not employ all the required staff who have the necessary skills, training, experience, or credentials to support students with needs resulting from deafness or hearing loss.

District requests to utilize the services of the DOWNEY UNIFIED SCHOOL DISTRICT to support meeting the needs of students identified as "Deaf," "Hard of Hearing," or "Deaf-Blind" pursuant to an Individualized Education Program ("IEP"). DOWNEY UNIFIED SCHOOL DISTRICT services are also necessary to support District staff in meeting student needs.

As a result, District and DOWNEY UNIFIED SCHOOL DISTRICT mutually agree as follows:

TERMS OF AGREEMENT

DOWNEY UNIFIED SCHOOL DISTRICT has agreed to perform the work to be done in accordance with the terms and conditions of this Agreement and Exhibit A — Scope of Work, attached hereto, incorporated herein, and made a part hereof. All work shall be coordinated by DOWNEY UNIFIED SCHOOL DISTRICT.

1. TERM

This Agreement is effective July 1, 2021 and shall remain in effect through June 30, 2022. The period from July 1 through June 30 is considered the "contract term." This Agreement automatically renews for the following school year as the next contract term unless one of the following conditions is met:

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT provides written notice at least 30 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (b) The District provides written notice at least 180 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (c) The parties, through mutual agreement, enter into a revised version of the Agreement.

2. COMPLIANCE WITH SPECIAL EDUCATION LAWS

By signing this Agreement, the District and DOWNEY UNIFIED SCHOOL DISTRICT certify that each will comply with the provisions of state and federal laws and regulations related to and governing special education services including the requirement to utilize appropriate resources of general education prior to referring a student for special education services (see 5 C.C.R. § 3021). Any new laws that may become effective during the period of this Agreement related to special education program delivery shall be incorporated into this Agreement.

3. PAYMENT FOR SERVICES

- (a) The District shall reimburse DOWNEY UNIFIED SCHOOL DISTRICT for the cost of services requested pursuant to this Contract. The District will be invoiced quarterly using the annual cost. The first three quarterly invoices will be approximately 30% of the annual cost based on the projected total cost of services. The fourth invoice will be approximately 10% of the projected cost and based on actual expenditures for the year less the amounts invoiced for the first three quarters.
- (b) The District will provide verification of the number of students enrolled on December 1 and April 1 and requiring services per this. If a student is enrolled on December 1 and April 1, the District is responsible for program costs for that student for the full school year. If a student is enrolled on only one of the two verified dates (either December 1 or April 1), the District will be responsible for program costs for the student for half of the school year only. To determine the "annual cost," billing will be projected based on the services required pursuant to the Student's Individualized Education Program ("IEP") and not adjusted based on the Student's actual days of attendance.
 - If a student is withdrawn from school with prior notice or with withdrawn from special education services, the District agrees to notify the DOWNEY UNIFIED SCHOOL DISTRICT in writing of this removal of the student within five (5) business days. Absent an agreement otherwise, services to the student will cease.
- (c) The District will be billed approximately 30% of the projected annual costs three times per year and approximately 10% one time per year. This billing will occur on or about August 31, November 30, February 28, and the close

of the fiscal year. Payment is due to the DOWNEY UNIFIED SCHOOL DISTRICT within thirty (30) calendar days of the invoice date. Given public policy considerations ensuring "prompt payment," absent a written agreement or waiver, failure to pay in a timely manner will result in a late payment assessment in an amount not to exceed 10%.

(d) The fourth quarter invoice will be adjusted to account for "actual costs." This invoice may be adjusted down if enrollment/need for services decreases during the year because of changes to a Student's IEP or a Student's disenrollment from the District. Alternatively, this invoice may be adjusted up if enrollment/need for services increases during the year because of changes to a Student's IEP, a Student's enrollment in the District, or other needs.

4. INDEMNIFICATION

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

INSURANCE

District and DOWNEY UNIFIED SCHOOL DISTRICT agree to maintain such insurance as required by law and by DOWNEY UNIFIED SCHOOL DISTRICT contracting requirements. These include, but are not limited to general liability, property damage, workers' compensation, automobile insurance, and sexual molestation/misconduct insurance in amounts to be determined by DOWNEY UNIFIED SCHOOL DISTRICT.

6. NOTICES

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

DOWNEY UNIFIED SCHOOL DISTRICT:

Contracts Section
DOWNEY UNIFIED SCHOOL DISTRICT
Downey Unified Administrative Unit, 11627 Brookshire Ave.,
Downey, CA 90241
Downey-Montebello SELPA, 9625 Van Ruiten St., Bellflower, CA 90706

District: El Rancho Unified School District 9333 Loch Lomond Drive Pico Rivera, CA 90660

7. EMPLOYEE FINGERPRINTING

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

8. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities and is not intended to, nor shall be construed to, create any employment relationship(s) based on the performance thereof. While performing its obligations under this Contract, District is not an officer, employee or agent of DOWNEY UNIFIED SCHOOL DISTRICT. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of DOWNEY UNIFIED SCHOOL DISTRICT. Similarly, the DOWNEY UNIFIED SCHOOL DISTRICT employees performing work under the contract are not employees of the District.

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

9. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the

transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

10. ORDER OF PRECEDENCE

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

11. SEVERABILITY / WAIVER

- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

12. AMENDMENTS

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

13. TERMINATION

- a. The Contract may be terminated at any time during the contract term with or without cause by <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> upon written notification to the District.
- b. Services provided by this Contract may not be terminated without cause by the District. The District shall fund services at the proposed annual rate for the duration of the contract year as adjusted by the specific terms of the contract. The District may not cancel services, during the agreement term, to hire its own service providers or engage in a contract with a third party, and such will not constitute "cause" for termination of this Contract.
- c. In the event the District wishes to terminate this agreement for what it believes is "cause," the District must provide 30-day written notice to the DOWNEY UNIFIED SCHOOL DISTRICT and must agree to attend an informal resolution meeting in an attempt to resolve the disagreement. In the event the disagreement cannot be resolved in this informal meeting, the parties agree the District can terminate this agreement with cause, with termination to be accepted on the day prior to the first day of the next billing quarter.

14. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, DOWNEY UNIFIED SCHOOL DISTRICT, shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

15. ATTORNEY'S FEES

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

COMPLIANCE WITH LAW

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

FORCE MAJEURE

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

18. GOVERNING LAW/FORUM SELECTION

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

Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

19. INCORPORATION BY REFERENCE

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

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

21. RECORD RETENTION AND INSPECTION

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

22. NO THIRD PARTY BENEFICIARIES

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

23. DOWNEY UNIFIED SCHOOL DISTRICT BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of DOWNEY UNIFIED SCHOOL DISTRICT'S financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this Contract shall be of no further force and effect. In this event, District shall have no liability to pay any funds to DOWNEY UNIFIED SCHOOL DISTRICT under this agreement, and DOWNEY UNIFIED SCHOOL DISTRICT shall not be obligated to perform any provisions of this Contract.

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

24. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination

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in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

25. EXECUTION REQUIREMENTS

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

Dated: 5-19-21	By:
	EL RANCHO UNIFIED SCHOOL DISTRICT
	Frances Esparza, Ed. D
	Superintendent
Dated:	Ву:
	DOWNEY UNIFIED SCHOOL DISTRIC
	Christina Aragon
	Associate Superintendent
	Business Services

Fed. Tax I.D.

EXHIBIT A SCOPE OF WORK

Scope of Work (Deaf and Hard of Hearing Services)

1. Responsibilities of the DOWNEY UNIFIED SCHOOL DISTRICT

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT is responsible for providing Deaf/Hard of Hearing ("DHH") services through Itinerant and Special Day Class programs. The Special Day Class program is currently located at Larson East.
- (b) Itinerant Services: Specific services and support provided via an itinerant model include but are not limited to:
 - Conduct evaluations specifically related to students' DHH goals and objectives
 - 2. Provide DHH services according to the student's Individualized Education Program ("IEP").
 - 3. Develop and maintain compliant IEP goals specific to DHH services.
 - Develop and document DHH related present levels of performance, document needed DHH related classroom and testing accommodations and modifications within the IEP.
 - Implement interventions based on a student's DHH assessment and evaluation.
 - Provide specialist support options to enable students with hearing loss
 equity of access to the curriculum. Provide training and in-service support
 to educate staff on use of FM systems.
 - Promote language development by providing a range of communication modes and strategies.
 - 8. Instruct the student and staff on the use and care of hearing and hearing equipment.
 - 9. Collaborate with staff and family.
 - 10. Monitor student audiological needs.
 - 11. Assist in the assessment and acquisition of hearing equipment.
 - 12. Support communication and linguistic development and spoken and/or sign language.
 - Assessing audiological implication related to speech and language development.
 - 14. Promote a proactive partnership with the student to develop self-esteem and encourage positive attitudes toward learning.
 - 15.Attendance and participation at annual and triennial IEP team meetings as the DHH provider.
 - 16. Establish and communicate clear lesson and intervention purpose.
- (c) DHH Special Day Classrooms: Specific services and support provided via a classroom model include but are not limited to:
 - Provide food services to students attending or enrolled in the DHH classrooms located at SELACO Regionalized Programs.
 - 2. Conduct evaluations specifically related to DHH goals and objectives.
 - Conduct triennial assessments for students with DHH disabilities who are eligible under this agreement.
 - Develop, implement and adjust appropriate programming that provides access to a student's Least Restrictive Environment.

- Provide interventions and systematic, purposeful instruction at student's instructional level and focusing on transition goals, linking District initiatives and Grade Level Expectations to IEPs.
- 6. Implement interventions based on student assessments and evaluations.
- Attend and participate in students' annual and triennial IEP team meetings.
- Conduct and complete annual and triennial IEPs for students enrolled or attending the classroom.
- Conduct triennial assessments to establish ongoing special education eligibility in the areas of psychological evaluations, speech and language evaluations, and academic testing.
 - (d) In providing these services, DOWNEY UNIFIED SCHOOL DISTRICT may utilize existing staff, new staff, and/or contracted agencies and staff.

2. Responsibilities of the District

- (a) The District is responsible for implementing provisions of state and federal laws and regulations, related to special education for students with disabilities within their respective jurisdictional boundaries. Such responsibilities shall include, but are not limited to, child find, initial assessment and determination of eligibility, provision of free appropriate public education, reassessment and attendance at students' IEP meetings.
- (b) The District retains the ultimate authority and responsibility for the provision of education and related services to their respective students with disabilities regardless of who provides the program and services. The Districts also retains ultimate responsibility for the costs related to defending and/or initiating local state compliance complaints, United States Department of Education Office for Civil Rights complaint, and/or due process proceedings.
- (c) The District is responsible for the following:
 - Conducting an initial assessment to identify special education eligibility, programs, and services for individuals with a suspected disability of Deafness, Hearing Impairment, and Deaf-Blindness who reside within the District of Residence, and may be eligible for services under this Agreement.
 - Conducting a triennial assessment to establish ongoing special education eligibility, and necessary programs, and services for individuals receiving services under this Agreement.
 - Arranging and providing transportation for students who are receiving supports and services under this Agreement.
 - 4. Providing for the coordination of non-public school services, search and serve services, complaint and due process services, and other related services as determined within the area not covered by this Agreement for students who are receiving supports and services under this Agreement.

- The District retains ultimate authority and responsibility for the provision of educational programs and services to its students without regard to which agency or district provides the programs and services.
- 6. Within five (5) school days from the date the District becomes aware of a student's change in responsible Local Educational Agency (change of District of Residence), the District will notify DOWNEY UNIFIED SCHOOL DISTRICT and the Student's District of Residence. Absent an agreement otherwise, services to the student will cease.
- 7. District will be responsible for providing transportation services.
- (d) The District of residence is responsible for completing and implementing all elements of the IEP that do not specifically pertain to DHH services (as outlined in Section 1, above).
- (e) The District agrees to make available to <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> any and all student records <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> deems necessary to carry out the terms of this Agreement. This includes, but is not limited to, student cumulative files, IEP documents, and all related special education paperwork.



II. 56. APPROVE Agreement for Deaf and Hard of Hearing Services between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Norwalk-La Mirada USD for Deaf and Hard of Hearing program services from July 1, 2021 through June 30, 2022.

Supporting Documents



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Downey-Montebello Special Education Local Plan Area ("SELPA")

AGREEMENT FOR

DEAF AND HARD OF HEARING SERVICES SPECIAL EDUCATION

The Downy-Montebello SELPA is currently operated by the Downey Unified Administrative Unit as a part of the DOWNEY UNIFIED SCHOOL DISTRICT, a public educational agency, located at 11627 Brookshire Ave., Downey, CA 90241. Downey-Montebello SELPA ("SELPA") is located at 9625 Van Ruiten St., Bellflower, CA 90706. Hereinafter, the SELPA, DOWNEY UNIFIED SCHOOL DISTRICT and Downey Unified Administrative Unit are collectively referred to as "DOWNEY UNIFIED SCHOOL DISTRICT."

The Norwalk-La Mirada Unified School District, hereinafter referred to as "District" is located at 12820 Pioneer Blvd, Norwalk, CA 90650.

RECITALS

Students with deafness or hard of hearing have unique needs that require the support of specialized trained and qualified staff. District does not employ all the required staff who have the necessary skills, training, experience, or credentials to support students with needs resulting from deafness or hearing loss.

District requests to utilize the services of the DOWNEY UNIFIED SCHOOL DISTRICT to support meeting the needs of students identified as "Deaf," "Hard of Hearing," or "Deaf-Blind" pursuant to an Individualized Education Program ("IEP"). DOWNEY UNIFIED SCHOOL DISTRICT services are also necessary to support District staff in meeting student needs.

As a result, District and DOWNEY UNIFIED SCHOOL DISTRICT mutually agree as follows:

TERMS OF AGREEMENT

DOWNEY UNIFIED SCHOOL DISTRICT has agreed to perform the work to be done in accordance with the terms and conditions of this Agreement and Exhibit A—Scope of Work, attached hereto, incorporated herein, and made a part hereof. All work shall be coordinated by DOWNEY UNIFIED SCHOOL DISTRICT.

1. TERM

This Agreement is effective July 1, 2021 and shall remain in effect through June 30, 2022. The period from July 1 through June 30 is considered the "contract term." This Agreement automatically renews for the following school year as the next contract term unless one of the following conditions is met:

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT provides written notice at least 30 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (b) The District provides written notice at least 180 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (c) The parties, through mutual agreement, enter into a revised version of the Agreement.

2. COMPLIANCE WITH SPECIAL EDUCATION LAWS

By signing this Agreement, the District and DOWNEY UNIFIED SCHOOL DISTRICT certify that each will comply with the provisions of state and federal laws and regulations related to and governing special education services including the requirement to utilize appropriate resources of general education prior to referring a student for special education services (see 5 C.C.R. § 3021). Any new laws that may become effective during the period of this Agreement related to special education program delivery shall be incorporated into this Agreement.

3. PAYMENT FOR SERVICES

- (a) The District shall reimburse DOWNEY UNIFIED SCHOOL DISTRICT for the cost of services requested pursuant to this Contract. The District will be invoiced quarterly using the annual cost. The first three quarterly invoices will be approximately 30% of the annual cost based on the projected total cost of services. The fourth invoice will be approximately 10% of the projected cost and based on actual expenditures for the year less the amounts invoiced for the first three quarters.
- (b) The District will provide verification of the number of students enrolled on December 1 and April 1 and requiring services per this. If a student is enrolled on December 1 and April 1, the District is responsible for program costs for that student for the full school year. If a student is enrolled on only one of the two verified dates (either December 1 or April 1), the District will be responsible for program costs for the student for half of the school year only. To determine the "annual cost," billing will be projected based on the services required pursuant to the Student's Individualized Education Program ("IEP") and not adjusted based on the Student's actual days of attendance.
 - If a student is withdrawn from school with prior notice or with withdrawn from special education services, the District agrees to notify the DOWNEY UNIFIED SCHOOL DISTRICT in writing of this removal of the student within five (5) business days. Absent an agreement otherwise, services to the student will cease.
- (c) The District will be billed approximately 30% of the projected annual costs three times per year and approximately 10% one time per year. This billing will occur on or about August 31, November 30, February 28, and the close

- of the fiscal year. Payment is due to the DOWNEY UNIFIED SCHOOL DISTRICT within thirty (30) calendar days of the invoice date. Given public policy considerations ensuring "prompt payment," absent a written agreement or waiver, failure to pay in a timely manner will result in a late payment assessment in an amount not to exceed 10%.
- (d) The fourth quarter invoice will be adjusted to account for "actual costs." This invoice may be adjusted down if enrollment/need for services decreases during the year because of changes to a Student's IEP or a Student's disenrollment from the District. Alternatively, this invoice may be adjusted up if enrollment/need for services increases during the year because of changes to a Student's IEP, a Student's enrollment in the District, or other needs.

4. INDEMNIFICATION

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

5. INSURANCE

District and DOWNEY UNIFIED SCHOOL DISTRICT agree to maintain such insurance as required by law and by DOWNEY UNIFIED SCHOOL DISTRICT contracting requirements. These include, but are not limited to general liability, property damage, workers' compensation, automobile insurance, and sexual molestation/misconduct insurance in amounts to be determined by DOWNEY UNIFIED SCHOOL DISTRICT.

6. NOTICES

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

DOWNEY UNIFIED SCHOOL DISTRICT:

Contracts Section
DOWNEY UNIFIED SCHOOL DISTRICT
Downey Unified Administrative Unit, 11627 Brookshire Ave.,
Downey, CA 90241
Downey-Montebello SELPA, 9625 Van Ruiten St., Bellflower, CA 90706

District: Norwalk-La Mirada Unified School District 12820 Pioneer Blvd Norwalk, CA 90650

7. EMPLOYEE FINGERPRINTING

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

8. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities and is not intended to, nor shall be construed to, create any employment relationship(s) based on the performance thereof. While performing its obligations under this Contract, District is not an officer, employee or agent of DOWNEY UNIFIED SCHOOL DISTRICT. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of DOWNEY UNIFIED SCHOOL DISTRICT. Similarly, the DOWNEY UNIFIED SCHOOL DISTRICT employees performing work under the contract are not employees of the District.

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

9. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the

transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

10. ORDER OF PRECEDENCE

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

11. SEVERABILITY / WAIVER

- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

12. AMENDMENTS

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

13. TERMINATION

- a. The Contract may be terminated at any time during the contract term with or without cause by <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> upon written notification to the District.
- b. Services provided by this Contract may not be terminated without cause by the District. The District shall fund services at the proposed annual rate for the duration of the contract year as adjusted by the specific terms of the contract. The District may not cancel services, during the agreement term, to hire its own service providers or engage in a contract with a third party, and such will not constitute "cause" for termination of this Contract.
- c. In the event the District wishes to terminate this agreement for what it believes is "cause," the District must provide 30-day written notice to the DOWNEY UNIFIED SCHOOL DISTRICT and must agree to attend an informal resolution meeting in an attempt to resolve the disagreement. In the event the disagreement cannot be resolved in this informal meeting, the parties agree the District can terminate this agreement with cause, with termination to be accepted on the day prior to the first day of the next billing quarter.

14. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, DOWNEY UNIFIED SCHOOL DISTRICT, shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

15. ATTORNEY'S FEES

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

16. COMPLIANCE WITH LAW

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

FORCE MAJEURE

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

18. GOVERNING LAW/FORUM SELECTION

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

Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

19. INCORPORATION BY REFERENCE

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

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

21. RECORD RETENTION AND INSPECTION

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

22. NO THIRD PARTY BENEFICIARIES

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

23. DOWNEY UNIFIED SCHOOL DISTRICT BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of DOWNEY UNIFIED SCHOOL DISTRICT'S financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this Contract shall be of no further force and effect. In this event, District shall have no liability to pay any funds to DOWNEY UNIFIED SCHOOL DISTRICT under this agreement, and DOWNEY UNIFIED SCHOOL DISTRICT shall not be obligated to perform any provisions of this Contract.

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

24. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination

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in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

25. EXECUTION REQUIREMENTS

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

21 By:
Nowalk-La Mirada UNIFIED SCHOOL DISTRICT Executive Director ASST. Superintendent Business and Finance Business Services
By:
DOWNEY UNIFIED SCHOOL DISTRICT Christina Aragon Associate Superintendent Business Services

Fed. Tax I.D.

EXHIBIT A SCOPE OF WORK

Scope of Work (Deaf and Hard of Hearing Services)

1. Responsibilities of the DOWNEY UNIFIED SCHOOL DISTRICT

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT is responsible for providing Deaf/Hard of Hearing ("DHH") services through Itinerant and Special Day Class programs. The Special Day Class program is currently located at Larson East.
- (b) Itinerant Services: Specific services and support provided via an itinerant model include but are not limited to:
 - Conduct evaluations specifically related to students' DHH goals and objectives
 - 2. Provide DHH services according to the student's Individualized Education Program ("IEP").
 - 3. Develop and maintain compliant IEP goals specific to DHH services.
 - Develop and document DHH related present levels of performance, document needed DHH related classroom and testing accommodations and modifications within the IEP.
 - 5. Implement interventions based on a student's DHH assessment and evaluation.
 - Provide specialist support options to enable students with hearing loss
 equity of access to the curriculum. Provide training and in-service support
 to educate staff on use of FM systems.
 - Promote language development by providing a range of communication modes and strategies.
 - 8. Instruct the student and staff on the use and care of hearing and hearing equipment.
 - 9. Collaborate with staff and family.
 - 10. Monitor student audiological needs.
 - 11. Assist in the assessment and acquisition of hearing equipment.
 - 12. Support communication and linguistic development and spoken and/or sign language.
 - Assessing audiological implication related to speech and language development.
 - 14. Promote a proactive partnership with the student to develop self-esteem and encourage positive attitudes toward learning.
 - 15. Attendance and participation at annual and triennial IEP team meetings as the DHH provider.
 - 16. Establish and communicate clear lesson and intervention purpose.
- (c) DHH Special Day Classrooms: Specific services and support provided via a classroom model include but are not limited to:
 - Provide food services to students attending or enrolled in the DHH classrooms located at SELACO Regionalized Programs.
 - 2. Conduct evaluations specifically related to DHH goals and objectives.
 - Conduct triennial assessments for students with DHH disabilities who are eligible under this agreement.
 - 4. Develop, implement and adjust appropriate programming that provides access to a student's Least Restrictive Environment.

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DOWNEY UNIFIED ADMINISTRATIVE UNIT

Page 9

- Provide interventions and systematic, purposeful instruction at student's instructional level and focusing on transition goals, linking District initiatives and Grade Level Expectations to IEPs.
- 6. Implement interventions based on student assessments and evaluations.
- Attend and participate in students' annual and triennial IEP team meetings.
- Conduct and complete annual and triennial IEPs for students enrolled or attending the classroom.
- Conduct triennial assessments to establish ongoing special education eligibility in the areas of psychological evaluations, speech and language evaluations, and academic testing.
 - (d) In providing these services, DOWNEY UNIFIED SCHOOL DISTRICT may utilize existing staff, new staff, and/or contracted agencies and staff.

2. Responsibilities of the District

- (a) The District is responsible for implementing provisions of state and federal laws and regulations, related to special education for students with disabilities within their respective jurisdictional boundaries. Such responsibilities shall include, but are not limited to, child find, initial assessment and determination of eligibility, provision of free appropriate public education, reassessment and attendance at students' IEP meetings.
- (b) The District retains the ultimate authority and responsibility for the provision of education and related services to their respective students with disabilities regardless of who provides the program and services. The Districts also retains ultimate responsibility for the costs related to defending and/or initiating local state compliance complaints, United States Department of Education Office for Civil Rights complaint, and/or due process proceedings.
- (c) The District is responsible for the following:
 - Conducting an initial assessment to identify special education eligibility, programs, and services for individuals with a suspected disability of Deafness, Hearing Impairment, and Deaf-Blindness who reside within the District of Residence, and may be eligible for services under this Agreement.
 - Conducting a triennial assessment to establish ongoing special education eligibility, and necessary programs, and services for individuals receiving services under this Agreement.
 - Arranging and providing transportation for students who are receiving supports and services under this Agreement.
 - 4. Providing for the coordination of non-public school services, search and serve services, complaint and due process services, and other related services as determined within the area not covered by this Agreement for students who are receiving supports and services under this Agreement.

- The District retains ultimate authority and responsibility for the provision of educational programs and services to its students without regard to which agency or district provides the programs and services.
- 6. Within five (5) school days from the date the District becomes aware of a student's change in responsible Local Educational Agency (change of District of Residence), the District will notify DOWNEY UNIFIED SCHOOL DISTRICT and the Student's District of Residence. Absent an agreement otherwise, services to the student will cease.
- 7. District will be responsible for providing transportation services.
- (d) The District of residence is responsible for completing and implementing all elements of the IEP that do not specifically pertain to DHH services (as outlined in Section 1, above).
- (e) The District agrees to make available to <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> any and all student records <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> deems necessary to carry out the terms of this Agreement. This includes, but is not limited to, student cumulative files, IEP documents, and all related special education paperwork.



II. 57. APPROVE Agreement for Deaf and Hard of Hearing Services between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Valle Lindo School District for Deaf and Hard of Hearing program services from July 1, 2021 through June 30, 2022.

Supporting Documents



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Downey-Montebello Special Education Local Plan Area ("SELPA")

AGREEMENT FOR

DEAF AND HARD OF HEARING SERVICES SPECIAL EDUCATION

The Downy-Montebello SELPA is currently operated by the Downey Unified Administrative Unit as a part of the DOWNEY UNIFIED SCHOOL DISTRICT, a public educational agency, located at 11627 Brookshire Ave., Downey, CA 90241. Downey-Montebello SELPA ("SELPA") is located at 9625 Van Ruiten St., Bellflower, CA 90706. Hereinafter, the SELPA, DOWNEY UNIFIED SCHOOL DISTRICT and Downey Unified Administrative Unit are collectively referred to as "DOWNEY UNIFIED SCHOOL DISTRICT."

The Valle Lindo School District, hereinafter referred to as "District" is located at 1431 Central Ave, South El Monte, CA 91733.

RECITALS

Students with deafness or hard of hearing have unique needs that require the support of specialized trained and qualified staff. District does not employ all the required staff who have the necessary skills, training, experience, or credentials to support students with needs resulting from deafness or hearing loss.

District requests to utilize the services of the DOWNEY UNIFIED SCHOOL DISTRICT to support meeting the needs of students identified as "Deaf," "Hard of Hearing," or "Deaf-Blind" pursuant to an Individualized Education Program ("IEP"). DOWNEY UNIFIED SCHOOL DISTRICT services are also necessary to support District staff in meeting student needs.

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This Agreement is effective July 1, 2021 and shall remain in effect through June 30, 2022. The period from July 1 through June 30 is considered the "contract term." This Agreement automatically renews for the following school year as the next contract term unless one of the following conditions is met:

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT provides written notice at least 30 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (b) The District provides written notice at least 180 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (c) The parties, through mutual agreement, enter into a revised version of the Agreement.

2. COMPLIANCE WITH SPECIAL EDUCATION LAWS

By signing this Agreement, the District and DOWNEY UNIFIED SCHOOL DISTRICT certify that each will comply with the provisions of state and federal laws and regulations related to and governing special education services including the requirement to utilize appropriate resources of general education prior to referring a student for special education services (see 5 C.C.R. § 3021). Any new laws that may become effective during the period of this Agreement related to special education program delivery shall be incorporated into this Agreement.

3. PAYMENT FOR SERVICES

- (a) The District shall reimburse DOWNEY UNIFIED SCHOOL DISTRICT for the cost of services requested pursuant to this Contract. The District will be invoiced quarterly using the annual cost. The first three quarterly invoices will be approximately 30% of the annual cost based on the projected total cost of services. The fourth invoice will be approximately 10% of the projected cost and based on actual expenditures for the year less the amounts invoiced for the first three quarters.
- (b) The District will provide verification of the number of students enrolled on December 1 and April 1 and requiring services per this. If a student is enrolled on December 1 and April 1, the District is responsible for program costs for that student for the full school year. If a student is enrolled on only one of the two verified dates (either December 1 or April 1), the District will be responsible for program costs for the student for half of the school year only. To determine the "annual cost," billing will be projected based on the services required pursuant to the Student's Individualized Education Program ("IEP") and not adjusted based on the Student's actual days of attendance.
 - 1. If a student is withdrawn from school with prior notice or with withdrawn from special education services, the District agrees to notify the DOWNEY UNIFIED SCHOOL DISTRICT in writing of this removal of the student within five (5) business days. Absent an agreement otherwise, services to the student will cease.
- (c) The District will be billed approximately 30% of the projected annual costs three times per year and approximately 10% one time per year. This billing will occur on or about August 31, November 30, February 28, and the close

- of the fiscal year. Payment is due to the DOWNEY UNIFIED SCHOOL DISTRICT within thirty (30) calendar days of the invoice date. Given public policy considerations ensuring "prompt payment," absent a written agreement or waiver, failure to pay in a timely manner will result in a late payment assessment in an amount not to exceed 10%.
- (d) The fourth quarter invoice will be adjusted to account for "actual costs." This invoice may be adjusted down if enrollment/need for services decreases during the year because of changes to a Student's IEP or a Student's disenrollment from the District. Alternatively, this invoice may be adjusted up if enrollment/need for services increases during the year because of changes to a Student's IEP, a Student's enrollment in the District, or other needs.

4. <u>INDEMNIFICATION</u>

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

5. INSURANCE

District and DOWNEY UNIFIED SCHOOL DISTRICT agree to maintain such insurance as required by law and by DOWNEY UNIFIED SCHOOL DISTRICT contracting requirements. These include, but are not limited to general liability, property damage, workers' compensation, automobile insurance, and sexual molestation/misconduct insurance in amounts to be determined by DOWNEY UNIFIED SCHOOL DISTRICT.

6. NOTICES

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

DOWNEY UNIFIED SCHOOL DISTRICT:

Contracts Section
DOWNEY UNIFIED SCHOOL DISTRICT
Downey Unified Administrative Unit, 11627 Brookshire Ave.,
Downey, CA 90241
Downey-Montebello SELPA, 9625 Van Ruiten St., Bellflower, CA 90706

District:

Valle Lindo School District 1431 Central Ave. South El Monte, CA 91733

7. EMPLOYEE FINGERPRINTING

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

8. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities and is not intended to, nor shall be construed to, create any employment relationship(s) based on the performance thereof. While performing its obligations under this Contract, District is not an officer, employee or agent of DOWNEY UNIFIED SCHOOL DISTRICT. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of DOWNEY UNIFIED SCHOOL DISTRICT. Similarly, the DOWNEY UNIFIED SCHOOL DISTRICT employees performing work under the contract are not employees of the District.

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

9. <u>INTEGRATION</u>

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

10. ORDER OF PRECEDENCE

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

11. SEVERABILITY / WAIVER

- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

12. AMENDMENTS

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

13. TERMINATION

- a. The Contract may be terminated at any time during the contract term with or without cause by <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> upon written notification to the District.
- b. Services provided by this Contract may not be terminated without cause by the District. The District shall fund services at the proposed annual rate for the duration of the contract year as adjusted by the specific terms of the contract. The District may not cancel services, during the agreement term, to hire its own service providers or engage in a contract with a third party, and such will not constitute "cause" for termination of this Contract.
- c. In the event the District wishes to terminate this agreement for what it believes is "cause," the District must provide 30-day written notice to the DOWNEY UNIFIED SCHOOL DISTRICT and must agree to attend an informal resolution meeting in an attempt to resolve the

disagreement. In the event the disagreement cannot be resolved in this informal meeting, the parties agree the District can terminate this agreement with cause, with termination to be accepted on the day prior to the first day of the *next* billing quarter.

14. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, DOWNEY UNIFIED SCHOOL DISTRICT, shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

15. ATTORNEY'S FEES

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

16. COMPLIANCE WITH LAW

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

17. FORCE MAJEURE

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

18. GOVERNING LAW/FORUM SELECTION

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

19. INCORPORATION BY REFERENCE

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

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

21. RECORD RETENTION AND INSPECTION

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

22. NO THIRD PARTY BENEFICIARIES

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

23. DOWNEY UNIFIED SCHOOL DISTRICT BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of DOWNEY UNIFIED SCHOOL DISTRICT'S financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this Contract shall be of no further force and effect. In this event, District shall have no liability to pay any funds to DOWNEY UNIFIED SCHOOL DISTRICT under this agreement, and DOWNEY UNIFIED SCHOOL DISTRICT shall not be obligated to perform any provisions of this Contract.

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

24. NON-DISCRIMINATION AND NON-SEGREGATION

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

25. EXECUTION REQUIREMENTS

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

Dated:

6/9/21

Ву

VALLE LINDO SCHOOL DISTRICT

Assistant Superintendent Business Department

Dated:

By:

DOWNEY UNIFIED SCHOOL DISTRICT

Christina Aragon Associate Superintendent Business Services

Fed, Tax I.D.

EXHIBIT A SCOPE OF WORK

Scope of Work (Deaf and Hard of Hearing Services)

1. Responsibilities of the DOWNEY UNIFIED SCHOOL DISTRICT

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT is responsible for providing Deaf/Hard of Hearing ("DHH") services through Itinerant and Special Day Class programs. The Special Day Class program is currently located at Larson East.
- (b) Itinerant Services: Specific services and support provided via an itinerant model include but are not limited to:
 - Conduct evaluations specifically related to students' DHH goals and objectives
 - Provide DHH services according to the student's Individualized Education Program ("IEP").
 - 3. Develop and maintain compliant IEP goals specific to DHH services.
 - Develop and document DHH related present levels of performance, document needed DHH related classroom and testing accommodations and modifications within the IEP.
 - 5. Implement interventions based on a student's DHH assessment and evaluation.
 - Provide specialist support options to enable students with hearing loss
 equity of access to the curriculum. Provide training and in-service support
 to educate staff on use of FM systems.
 - Promote language development by providing a range of communication modes and strategies.
 - 8. Instruct the student and staff on the use and care of hearing and hearing equipment.
 - 9. Collaborate with staff and family.
 - 10. Monitor student audiological needs.
 - 11. Assist in the assessment and acquisition of hearing equipment.
 - Support communication and linguistic development and spoken and/or sign language.
 - 13. Assessing audiological implication related to speech and language development.
 - 14. Promote a proactive partnership with the student to develop self-esteem and encourage positive attitudes toward learning.
 - 15. Attendance and participation at annual and triennial IEP team meetings as the DHH provider.
 - 16. Establish and communicate clear lesson and intervention purpose.
- (c) DHH Special Day Classrooms: Specific services and support provided via a classroom model include but are not limited to:
 - Provide food services to students attending or enrolled in the DHH classrooms located at SELACO Regionalized Programs.
 - 2. Conduct evaluations specifically related to DHH goals and objectives.
 - 3. Conduct triennial assessments for students with DHH disabilities who are eligible under this agreement.
 - 4. Develop, implement and adjust appropriate programming that provides access to a student's Least Restrictive Environment.

- Provide interventions and systematic, purposeful instruction at student's instructional level and focusing on transition goals, linking District initiatives and Grade Level Expectations to IEPs.
- 6. Implement interventions based on student assessments and evaluations.
- Attend and participate in students' annual and triennial IEP team meetings.
- 8. Conduct and complete annual and triennial IEPs for students enrolled or attending the classroom.
- Conduct triennial assessments to establish ongoing special education eligibility in the areas of psychological evaluations, speech and language evaluations, and academic testing.
 - (d) In providing these services, DOWNEY UNIFIED SCHOOL DISTRICT may utilize existing staff, new staff, and/or contracted agencies and staff.

2. Responsibilities of the District

- (a) The District is responsible for implementing provisions of state and federal laws and regulations, related to special education for students with disabilities within their respective jurisdictional boundaries. Such responsibilities shall include, but are not limited to, child find, initial assessment and determination of eligibility, provision of free appropriate public education, reassessment and attendance at students' IEP meetings.
- (b) The District retains the ultimate authority and responsibility for the provision of education and related services to their respective students with disabilities regardless of who provides the program and services. The Districts also retains ultimate responsibility for the costs related to defending and/or initiating local state compliance complaints, United States Department of Education Office for Civil Rights complaint, and/or due process proceedings.
- (c) The District is responsible for the following:
 - Conducting an initial assessment to identify special education eligibility, programs, and services for individuals with a suspected disability of Deafness, Hearing Impairment, and Deaf-Blindness who reside within the District of Residence, and may be eligible for services under this Agreement.
 - Conducting a triennial assessment to establish ongoing special education eligibility, and necessary programs, and services for individuals receiving services under this Agreement.
 - 3. Arranging and providing transportation for students who are receiving supports and services under this Agreement.
 - 4. Providing for the coordination of non-public school services, search and serve services, complaint and due process services, and other related services as determined within the area not covered by this Agreement for students who are receiving supports and services under this Agreement.

- The District retains ultimate authority and responsibility for the provision of educational programs and services to its students without regard to which agency or district provides the programs and services.
- 6. Within five (5) school days from the date the District becomes aware of a student's change in responsible Local Educational Agency (change of District of Residence), the District will notify DOWNEY UNIFIED SCHOOL DISTRICT and the Student's District of Residence. Absent an agreement otherwise, services to the student will cease.
- 7. District will be responsible for providing transportation services.
- (d) The District of residence is responsible for completing and implementing all elements of the IEP that do not specifically pertain to DHH services (as outlined in Section 1, above).
- (e) The District agrees to make available to <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> any and all student records <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> deems necessary to carry out the terms of this Agreement. This includes, but is not limited to, student cumulative files, IEP documents, and all related special education paperwork.



II. 58. APPROVE Agreement for Deaf and Hard of Hearing Services between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Whittier Union HSD for Deaf and Hard of Hearing program services from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0983

APPROVED

MAY 1 1 2021

W.U.H.S.D.

Downey-Montebello Special Education Local Plan Area ("SELPA") Board of Trustees

AGREEMENT FOR

DEAF AND HARD OF HEARING SERVICES SPECIAL EDUCATION

The Downy-Montebello SELPA is currently operated by the Downey Unified Administrative Unit as a part of the DOWNEY UNIFIED SCHOOL DISTRICT, a public educational agency, located at 11627 Brookshire Ave., Downey, CA 90241. Downey-Montebello SELPA ("SELPA") is located at 9625 Van Ruiten St., Bellflower, CA 90706. Hereinafter, the SELPA, DOWNEY UNIFIED SCHOOL DISTRICT and Downey Unified Administrative Unit are collectively referred to as "DOWNEY UNIFIED SCHOOL DISTRICT."

The Whittier Union High School District, hereinafter referred to as "District" is located at 9401 S. Painter Ave, Whittier, CA 90605.

RECITALS

Students with deafness or hard of hearing have unique needs that require the support of specialized trained and qualified staff. District does not employ all the required staff who have the necessary skills, training, experience, or credentials to support students with needs resulting from deafness or hearing loss.

District requests to utilize the services of the DOWNEY UNIFIED SCHOOL DISTRICT to support meeting the needs of students identified as "Deaf," "Hard of Hearing," or "Deaf-Blind" pursuant to an Individualized Education Program ("IEP"). DOWNEY UNIFIED SCHOOL DISTRICT services are also necessary to support District staff in meeting student needs.

As a result, District and DOWNEY UNIFIED SCHOOL DISTRICT mutually agree as follows:

TERMS OF AGREEMENT

DOWNEY UNIFIED SCHOOL DISTRICT has agreed to perform the work to be done in accordance with the terms and conditions of this Agreement and Exhibit A—Scope of Work, attached hereto, incorporated herein, and made a part hereof. All work shall be coordinated by DOWNEY UNIFIED SCHOOL DISTRICT.

1. TERM

This Agreement is effective July 1, 2021 and shall remain in effect through June 30, 2022. The period from July 1 through June 30 is considered the "contract term." This Agreement automatically renews for the following school year as the next contract term unless one of the following conditions is met:

005776.0005127 DOWNEY UNIFIED ADMINISTRATIVE UNIT 799284.1

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT provides written notice at least 30 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (b) The District provides written notice at least 180 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (c) The parties, through mutual agreement, enter into a revised version of the Agreement.

2. COMPLIANCE WITH SPECIAL EDUCATION LAWS

By signing this Agreement, the District and DOWNEY UNIFIED SCHOOL DISTRICT certify that each will comply with the provisions of state and federal laws and regulations related to and governing special education services including the requirement to utilize appropriate resources of general education prior to referring a student for special education services (see 5 C.C.R. § 3021). Any new laws that may become effective during the period of this Agreement related to special education program delivery shall be incorporated into this Agreement.

3. PAYMENT FOR SERVICES

- (a) The District shall reimburse DOWNEY UNIFIED SCHOOL DISTRICT for the cost of services requested pursuant to this Contract. The District will be invoiced quarterly using the annual cost. The first three quarterly invoices will be approximately 30% of the annual cost based on the projected total cost of services. The fourth invoice will be approximately 10% of the projected cost and based on actual expenditures for the year less the amounts invoiced for the first three quarters.
- (b) The District will provide verification of the number of students enrolled on December 1 and April 1 and requiring services per this. If a student is enrolled on December 1 and April 1, the District is responsible for program costs for that student for the full school year. If a student is enrolled on only one of the two verified dates (either December 1 or April 1), the District will be responsible for program costs for the student for half of the school year only. To determine the "annual cost," billing will be projected based on the services required pursuant to the Student's Individualized Education Program ("IEP") and not adjusted based on the Student's actual days of attendance.
 - 1. If a student is withdrawn from school with prior notice or with withdrawn from special education services, the District agrees to notify the DOWNEY UNIFIED SCHOOL DISTRICT in writing of this removal of the student within five (5) business days. Absent an agreement otherwise, services to the student will cease.
- (c) The District will be billed approximately 30% of the projected annual costs three times per year and approximately 10% one time per year. This billing will occur on or about August 31, November 30, February 28, and the close

of the fiscal year. Payment is due to the DOWNEY UNIFIED SCHOOL DISTRICT within thirty (30) calendar days of the invoice date. Given public policy considerations ensuring "prompt payment," absent a written agreement or waiver, failure to pay in a timely manner will result in a late payment assessment in an amount not to exceed 10%.

(d) The fourth quarter invoice will be adjusted to account for "actual costs." This invoice may be adjusted down if enrollment/need for services decreases during the year because of changes to a Student's IEP or a Student's disenrollment from the District. Alternatively, this invoice may be adjusted up if enrollment/need for services increases during the year because of changes to a Student's IEP, a Student's enrollment in the District, or other needs.

4. INDEMNIFICATION

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

5. INSURANCE

District and DOWNEY UNIFIED SCHOOL DISTRICT agree to maintain such insurance as required by law and by DOWNEY UNIFIED SCHOOL DISTRICT contracting requirements. These include, but are not limited to general liability, property damage, workers' compensation, automobile insurance, and sexual molestation/misconduct insurance in amounts to be determined by DOWNEY UNIFIED SCHOOL DISTRICT.

6. NOTICES

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

DOWNEY UNIFIED SCHOOL DISTRICT:

Contracts Section DOWNEY UNIFIED SCHOOL DISTRICT Downey Unified Administrative Unit, 11627 Brookshire Ave., Downey, CA 90241 Downey-Montebello SELPA, 9625 Van Ruiten St., Bellflower, CA 90706

District: Whittier Union High School District 9401 S. Painter Ave Whittier, CA 90605

7. EMPLOYEE FINGERPRINTING

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

8. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities and is not intended to, nor shall be construed to, create any employment relationship(s) based on the performance thereof. While performing its obligations under this Contract, District is not an officer, employee or agent of DOWNEY UNIFIED SCHOOL DISTRICT. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of DOWNEY UNIFIED SCHOOL DISTRICT. Similarly, the DOWNEY UNIFIED SCHOOL DISTRICT employees performing work under the contract are not employees of the District.

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005776,0005127 DOWNEY UNIFIED ADMINISTRATIVE UNIT

Page 4

transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

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- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

12. AMENDMENTS

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

13. TERMINATION

- a. The Contract may be terminated at any time during the contract term with or without cause by <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> upon written notification to the District.
- b. Services provided by this Contract may not be terminated without cause by the District. The District shall fund services at the proposed annual rate for the duration of the contract year as adjusted by the specific terms of the contract. The District may not cancel services, during the agreement term, to hire its own service providers or engage in a contract with a third party, and such will not constitute "cause" for termination of this Contract.
- c. In the event the District wishes to terminate this agreement for what it believes is "cause," the District must provide 30-day written notice to the DOWNEY UNIFIED SCHOOL DISTRICT and must agree to attend an informal resolution meeting in an attempt to resolve the disagreement. In the event the disagreement cannot be resolved in this informal meeting, the parties agree the District can terminate this agreement with cause, with termination to be accepted on the day prior to the first day of the *next* billing quarter.

14. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, DOWNEY UNIFIED SCHOOL DISTRICT, shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

15. ATTORNEY'S FEES

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

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

17. FORCE MAJEURE

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

18. GOVERNING LAW/FORUM SELECTION

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

Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

19. INCORPORATION BY REFERENCE

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

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

21. RECORD RETENTION AND INSPECTION

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

22. NO THIRD PARTY BENEFICIARIES

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

23. DOWNEY UNIFIED SCHOOL DISTRICT BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of DOWNEY UNIFIED SCHOOL DISTRICT'S financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this Contract shall be of no further force and effect. In this event, District shall have no liability to pay any funds to DOWNEY UNIFIED SCHOOL DISTRICT under this agreement, and DOWNEY UNIFIED SCHOOL DISTRICT shall not be obligated to perform any provisions of this Contract.

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

24. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination

005776.0005127 DOWNEY UNIFIED ADMINISTRATIVE UNIT

Page 7

in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

25. EXECUTION REQUIREMENTS

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

Dated:6-8-21	By Princero
	WHITTIER UNION HIGH SCHOOL DISTRICT Executive Director Business and Finance
Dated:	DOWNEY UNIFIED SCHOOL DISTRIC

Fed. Tax I.D.

Christina Aragon

Associate Superintendent Business Services

EXHIBIT A SCOPE OF WORK

Scope of Work (Deaf and Hard of Hearing Services)

1. Responsibilities of the DOWNEY UNIFIED SCHOOL DISTRICT

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT is responsible for providing Deaf/Hard of Hearing ("DHH") services through Itinerant and Special Day Class programs. The Special Day Class program is currently located at Larson East.
- (b) Itinerant Services: Specific services and support provided via an itinerant model include but are not limited to:
 - Conduct evaluations specifically related to students' DHH goals and objectives
 - 2. Provide DHH services according to the student's Individualized Education Program ("IEP").
 - 3. Develop and maintain compliant IEP goals specific to DHH services.
 - Develop and document DHH related present levels of performance, document needed DHH related classroom and testing accommodations and modifications within the IEP.
 - 5. Implement interventions based on a student's DHH assessment and evaluation.
 - 6. Provide specialist support options to enable students with hearing loss equity of access to the curriculum. Provide training and in-service support to educate staff on use of FM systems.
 - Promote language development by providing a range of communication modes and strategies.
 - 8. Instruct the student and staff on the use and care of hearing and hearing equipment.
 - 9. Collaborate with staff and family.
 - 10. Monitor student audiological needs.
 - 11. Assist in the assessment and acquisition of hearing equipment.
 - Support communication and linguistic development and spoken and/or sign language.
 - 13. Assessing audiological implication related to speech and language development.
 - 14. Promote a proactive partnership with the student to develop self-esteem and encourage positive attitudes toward learning.
 - 15.Attendance and participation at annual and triennial IEP team meetings as the DHH provider.
 - 16. Establish and communicate clear lesson and intervention purpose.
- (c) DHH Special Day Classrooms: Specific services and support provided via a classroom model include but are not limited to:
 - 1. Provide food services to students attending or enrolled in the DHH classrooms located at SELACO Regionalized Programs.
 - 2. Conduct evaluations specifically related to DHH goals and objectives.
 - 3. Conduct triennial assessments for students with DHH disabilities who are eligible under this agreement.
 - 4. Develop, implement and adjust appropriate programming that provides access to a student's Least Restrictive Environment.

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DOWNEY UNIFIED ADMINISTRATIVE UNIT

Page 9

- Provide interventions and systematic, purposeful instruction at student's instructional level and focusing on transition goals, linking District initiatives and Grade Level Expectations to IEPs.
- 6. Implement interventions based on student assessments and evaluations.
- 7. Attend and participate in students' annual and triennial IEP team meetings.
- 8. Conduct and complete annual and triennial IEPs for students enrolled or attending the classroom.
- Conduct triennial assessments to establish ongoing special education eligibility in the areas of psychological evaluations, speech and language evaluations, and academic testing.
 - (d) In providing these services, DOWNEY UNIFIED SCHOOL DISTRICT may utilize existing staff, new staff, and/or contracted agencies and staff.

2. Responsibilities of the District

- (a) The District is responsible for implementing provisions of state and federal laws and regulations, related to special education for students with disabilities within their respective jurisdictional boundaries. Such responsibilities shall include, but are not limited to, child find, initial assessment and determination of eligibility, provision of free appropriate public education, reassessment and attendance at students' IEP meetings.
- (b) The District retains the ultimate authority and responsibility for the provision of education and related services to their respective students with disabilities regardless of who provides the program and services. The Districts also retains ultimate responsibility for the costs related to defending and/or initiating local state compliance complaints, United States Department of Education Office for Civil Rights complaint, and/or due process proceedings.
- (c) The District is responsible for the following:
 - 1. Conducting an initial assessment to identify special education eligibility, programs, and services for individuals with a suspected disability of Deafness, Hearing Impairment, and Deaf-Blindness who reside within the District of Residence, and may be eligible for services under this Agreement.
 - Conducting a triennial assessment to establish ongoing special education eligibility, and necessary programs, and services for individuals receiving services under this Agreement.
 - 3. Arranging and providing transportation for students who are receiving supports and services under this Agreement.
 - 4. Providing for the coordination of non-public school services, search and serve services, complaint and due process services, and other related services as determined within the area not covered by this Agreement for students who are receiving supports and services under this Agreement.

- The District retains ultimate authority and responsibility for the provision of educational programs and services to its students without regard to which agency or district provides the programs and services.
- 6. Within five (5) school days from the date the District becomes aware of a student's change in responsible Local Educational Agency (change of District of Residence), the District will notify DOWNEY UNIFIED SCHOOL DISTRICT and the Student's District of Residence. Absent an agreement otherwise, services to the student will cease.
- 7. District will be responsible for providing transportation services.
- (d) The District of residence is responsible for completing and implementing all elements of the IEP that do not specifically pertain to DHH services (as outlined in Section 1, above).
- (e) The District agrees to make available to <u>DOWNEY UNIFIED SCHOOL</u>
 <u>DISTRICT</u> any and all student records <u>DOWNEY UNIFIED SCHOOL DISTRICT</u>
 deems necessary to carry out the terms of this Agreement. This includes, but is not limited to, student cumulative files, IEP documents, and all related special education paperwork.



II. 59. APPROVE the renewal of the Alameda County Schools Insurance Group (ACSIG) Self-Funded Participation Agreement for the VSP Vision Program from October 1, 2021 through September 30, 2022.

Supporting Documents



scan0984



MEMORANDUM

To:

Downey USD

From:

Kimberly Dennis, ACSIG

Subject:

ACSIG Vision Renewal

Date:

May 28, 2021

Thank you for your participation and support as a valued member in the ACSIG VSP Vision Program. The ACSIG program continues to successfully provide its members with cost stability and the most competitive fixed costs.

Renewal Information

Renewal Date:

October 1, 2021 until September 30, 2022 (1 Year)

Fiscal Year:

2021-2022

Adjustment:

No Adjustment - Rate Pass

Current Fee

Renewal Fee

VSP Administration Fee

12.5% of Claims

12.5% of Claims

Plan Changes:

Return the Plan Change Request Form by: July 9, 2021.

See Plan Change Request Form for further information.

Confirmation:

Sign and return the Rate Appendix by: August 2, 2021, if no plan changes are needed.

Electronic copies are acceptable.

If you have questions regarding your renewal, please contact our program liaison, Cathy Huynh by phone at (949) 660-5943 or email at cathy.huynh@alliant.com.

Thank you for the opportunity to meet your vision benefit needs.

cc: Cathy Huynh, Alliant Employee Benefits

Alameda County Schools Insurance Group
P.O. Box 2487, Dublin, CA 94568 • Phone: (925) 225-1030 • Fax: (925) 225-0653



VISION RATE APPENDIX

Group Name:	Downey USD			
Group Number:	30098994			
Renewal Period:	October 1, 2021 until	September 30, 2022 (1	Year	r)
Fiscal Year:	2021-2022			
	Current Fee	Renewal Fee		
Administration Fee:	12.5% of Claims	12.5% of Claims		
Broker Fee:	N/A	N/A		
Electronic signatures Renew with no				<u>lugust 2, 2021.</u>
				7 24 10 10 10 10 10 10 10 10 10 10 10 10 10
Downey USD	- X =			
Signature: CM	stura Ocras	en Da	ate: _	July 15, 2021
Name:	Christina Aragon	<u> </u>	tle: A	Assoc. Supt. Bus. Svcs.
ACSIG				
Signature:		D	ate:_	
Name: K	imberly Dennis	Ti	itle:	Executive Director
If you have question	s regarding your renewal,	please contact our progr	am li	aison, Cathy Huynh hy
phone at (949) 660-	s regarding your renewal, 5943 or email at cathy.hu	ynh@alliant.com.	ani ili	alson, Cauly Huytin by

Alameda County Schools Insurance Group
P.O. Box 2487, Dublin, CA 94568 • Phone: (925) 225-1030 • Fax: (925) 225-0653



VISION PLAN CHANGE REQUEST FORM

Group Name:		Downey USD	
Group Number:		30098994	
Re	enewal Period:	October 1, 2021 until September 30, 2022 (1 Year)	
Fis	scal Year:	2021-2022	
0	Return the Plan	Change Request Form by: <u>July 9, 2021.</u>	
0			
o Please submit completed Rate Appendix form by: August 2, 2021.			
0		minimum of 30 days notice of plan change prior to effective date	



II. 60. APPROVE the renewal of the Educational Dental Group Enterprise Self-Funded Participation Agreement for the Delta Dental Program with the Alameda County Schools Insurance Group from October 1, 2021 through September 30, 2022.

Supporting Documents





MEMORANDUM

To:

Downey Unified School District

From:

Kimberly Dennis, ACSIG

Subject:

ACSIG/EDGE Dental Renewal

Date:

May 28, 2021

Thank you for your participation and support as a valued member in the ACSIG/EDGE Delta Dental Program. The ACSIG program continues to successfully provide its members with cost stability and the most competitive fixed costs.

Renewal Information

Renewal Date:

October 1, 2021 until September 30, 2022 (1 Year)

Fiscal Year:

2021-2022

Adjustment:

No Adjustment - Rate Pass

Current Fee

Renewal Fee

Delta Administration Fee

5.84% of Claims

5.84% of Claims

Eligibility Fee

\$0.60 PEPM

\$0.60 PEPM

Plan Changes:

Return the Plan Change Request Form by: July 9, 2021

See Plan Change Request Form for further information.

Confirmation:

Sign and return the Rate Appendix by: August 2, 2021, if no plan changes are needed.

Electronic copies are acceptable.

If you have questions regarding your renewal, please contact our program liaison, Cathy Huynh by phone at (949) 660-5943 or email at cathy.huynh@alliant.com.

Thank you for the opportunity to meet your dental benefit needs.

CC:

Cathy Huynh, Alliant Employee Benefits

Jim Harvath, PBIA

Alameda County Schools Insurance Group
P.O. Box 2487, Dublin, CA 94568 • Phone: (925) 225-1030 • Fax: (925) 225-0653



DENTAL RATE APPENDIX

Group Name:	Downey Unified School	DISTRICT		
Group Number:	18916			
Renewal Period:	October 1, 2021 until	September 30, 2022	(1 Yea	ar)
Fiscal Year:	2021-2022			
	Current Fee	Renewal Fee		
Administration Fee:	5.84% of Claims	5.84% of Claims		
Eligibility Fee:	\$0.60 PEPM	\$0.60 PEPM		
Broker Fee:	N/A	N/A		
Please mark the appr Electronic signatures	opriate box below with your are acceptable.	our selection and return	by: <u>/</u>	August 2, 2021.
Renew with no	plan changes			
	o confirm our renewal wit	th the following plan ch	annes.	
			-	
Downey Unified Sci	nool District	00011		July 15, 2021
	Sand On			July 15, 2021
Downey Unified Sci	Christina Aragon			July 15, 2021 Assoc. Supt. Bus. Sv
Downey Unified Scl	Sand On			
Downey Unified Sci Signature: Name:	Sand On	0		
Downey Unified Sci Signature:	Christina Aragon	0	Title:	Assoc. Supt. Bus. Sv

Alameda County Schools Insurance Group
P.O. Box 2487, Dublin, CA 94568 • Phone: (925) 225-1030 • Fax: (925) 225-0653



DENTAL PLAN CHANGE REQUEST FORM

Gr	oup Name:	Downey Unified School District
Gr	oup Number:	18916
Re	enewal Period:	October 1, 2021 until September 30, 2022 (1 Year)
Fis	scal Year:	2021-2022
0	Return the Plan	Change Request Form by: <u>July 9, 2021.</u>
0		-12 business days for plan option pricing
0	Please submit co	ompleted Rate Appendix form by: <u>August 2, 2021.</u>
0	Delta Dental req	uires a minimum of 30 days notice of plan change prior to effective date
_		
-		



II. 61. APPROVE the renewal of the refuse/recycling system contract for the 2021-22 fiscal year with CALMET Services, Inc., Paramount, in the amount of \$253,153.20, to be charged to Unrestricted Maintenance Funds.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2021-22 SCHOOL YEAR REFUSE/RECYCLE CONTRACT

REFUSE SERVICE TUESDAY/THURSDAY/SATURDAY

RECYCLING SERVICE WEDNESDAY/FRIDAY

LOCATION	# BINS	FREQ.	MONTHLY RATE	# BINS	FREQ.	MONTHLY RATE	TOTAL
ALAMEDA	2	3X	\$533.64	2	2X	\$0.00	\$0.00
CARPENTER	2	3X	\$533.64	2	2X	\$0.00	\$0.00
GALLATIN	2	ЗХ	\$533.64	1	2X	\$0.00	\$0.00
GAULDIN*	2	ЗХ	\$533.64	1	2X	\$0.00	\$0.00
IMPERIAL	2	3X	\$533.64	1	2X	\$0.00	\$0.00
LEWIS*	2	3X	\$533.64	1	2X	\$0.00	\$0.00
OLD RIVER SCHOOL	2	ЗХ	\$533.64	2	2X	\$0.00	\$0.00
PACE	1	ЗХ	\$266.82	1	2X	\$0.00	\$0.00
PRICE	3	ЗХ	\$800.46	1	2X	\$0.00	\$0.00
RIO HONDO	2	ЗХ	\$533.64	1	2X	\$0.00	\$0.00
RIO SAN GABRIEL	3	3X	\$800.46	1	2X	\$0.00	\$0.00
UNSWORTH	2	ЗХ	\$533.64	1	2X	\$0.00	\$0.00
WARD	2	3X	\$533.64	1	2X	\$0.00	\$0.00
WILLIAMS	2	3X	\$533.64	1	2X	\$0.00	\$0.00
DOTY MIDDLE	4	3X	\$1,067.28	3	2X	\$0.00	\$0.00
GRIFFITHS MIDDLE	4	3X	\$1,067.28	2	2X	\$0.00	\$0.00
SUSSMAN MIDDLE	4	3X	\$1,067.28	3	2X	\$0.00	\$0.00
STAUFFER MIDDLE	4	3X	\$1,067.28	4	2X	\$0.00	\$0.00
DOWNEY HIGH	13	ЗХ	\$3,468.66	10	2X	\$0.00	\$0.00
WARREN HIGH	13	3X	\$3,468.66	8	2X	\$0.00	\$0.00
ADULT/COLUMBUS	3	зх	\$800.46	2	2X	\$0.00	\$0.00
							\$0.00
ADMINISTRATION	3	2X	\$579.18	8	2X	\$0.00	\$0.00
MAINTENANCE YARD	3	2X	\$579.18	1	2X	\$0.00	\$0.00
TRANSPORTATION	1	2X	\$193.06	1	2X	\$0.00	\$0.00
			\$21,096.10				

EXTRA PICK UP RATES:	\$119.32
EXTRA RECYCLING PICK UP:	NO CHARGE

MONTHLY TOTAL \$21,096.10

GRAND TOTAl (12 Months) \$253,153.20

^{*} Roll out service charge (\$532.75)



II. 62. AUTHORIZE the advertisement for Bid #21/22-06, Columbus High School Welding Project Phase One, to be charged to Measure O Bond Funds.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

July 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: WELDING PROGRAM AT COLUMBUS HIGH SCHOOL

ACTION ITEM

Board of Education authorization is requested to advertise for bids for the first phase of the Columbus High School Welding Program.

The scope of work for this project includes an upgrade to the existing main electrical service to provide additional power for the new welding equipment, relocation of the existing fence line, and the installation of new fencing around the new exterior welding yard.

The cost associated with this project is estimated at \$450,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #21/22-06, Columbus High School Welding Project Phase One, to be charged to Measure O Bond Funds.



II. 63. AUTHORIZE the advertisement for Bid #21/22-08, New Culinary Arts Classroom at Sussman Middle School, to be charged to Measure O Bond Funds.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

July 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: CULINARY ARTS CLASSROOM AT SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board of Education authorization is requested to advertise for bids for the construction of a new Culinary Arts classroom at Sussman Middle School.

The scope of work for this project includes the modernization of an existing classroom, the construction of new exhaust hoods, and a combination of new appliances to upgrade and enhance the program.

The cost associated with this project is estimated at \$918,386.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #21/22-08, New Culinary Arts Classroom at Sussman Middle School, to be charged to Measure O Bond Funds.



II. 64. AWARD Bid #21/22-03, Purchase of Produce Products for the Food Services Department to Gold Star Foods, Ontario, in the anticipated annual amount of \$90,000.00, to be charged to the Food Services Fund.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

July 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: PRODUCE PRODUCTS FOR THE FOOD SERVICES DEPARTMENT

ACTION ITEM

Board of Education authorization is requested to award Bid #21/22-03 for the purchase of produce 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 produce products to be purchased for the 2021-22 school year were mailed to six prospective bidders, with the intention that all items would be awarded as a lot to one supplier. Three bidders responded by the 11:00 a.m. bid deadline of Monday, June 7, 2021. Gold Star Foods, Ontario, bid all items as specified and can supply items in the quantities needed during the school year.

Estimated annual expenditure is \$90,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Bid #21/22-03, Purchase of Produce Products for the Food Services Department to Gold Star Foods, Ontario, in the anticipated annual amount of \$90,000.00, to be charged to the Food Services Fund.



II. 65. AWARD Bid #21/22-01, Purchase or Paper Products for the Food Services Department, to P&R Paper Supply Co., Redlands, in the anticipated annual amount of \$310,000.00, to be charged to the Food Services Fund.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

July 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: PAPER PRODUCTS FOR THE FOOD SERVICES DEPARTMENT

ACTION ITEM

Board of Education approval is requested to award Bid #21/22-01 for the purchase of paper products for the Food Services Department, which received Board authorization to advertise for bids at the meeting of February 10, 2021.

Bid documents detailing a listing of high-volume paper goods were distributed to eight potential suppliers of paper products, in addition to legal advertising. Two bidders responded by the bid deadline of Monday, May 3, 2021. P&R Paper Products Co., Redlands, bid all items as specified and can supply items in the quantities needed during the school vear.

Estimated annual expenditures against this bid is approximately \$310,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Bid #21/22-01, Purchase of Paper Products for the Food Services Department, to P&R Paper Supply Co., Redlands, in the anticipated annual amount of \$310,000, to be charged to the Food Services Fund.

Downey Unified School District

Food Service Paper Products Bid PURCHASE AGREEMENT

	is Purchase Agreement ("Agreement") is made and entered into as of the 15 day of July 2021 by and between the Downey Unified School District, ("District") and P&R Paper Supply
	("Vendor"), (individually each a "Party" and together, "Parties").
	NOW, THEREFORE, the Parties agree as follows:
1,	Products. Vendor shall furnish and deliver materials, or supplies ("Products") to the site(s) (each a "Site") as further identified in Exhibit "A" attached hereto and incorporated herein by this reference in the quantities designated in the bid or purchase order in accordance with the Bid Form and Proposal, specifications, and any samples furnished by the Vendor and accepted by the District.
2,	Purchase Order. Items will be purchased on an as-needed basis for specific quantities on a purchase order at any time during the Term (as defined below). The District reserves the right to add related items to or delete items from the items at any time during the Term. (Any items that may need to be added to this Agreement shall exhibit same mark-up percentage as all other existing/awarded Products. The Vendor, upon request, will provide evidence and documentation of cost (at invoice price).
3.	Term. Vendor shall commence providing Products under this Agreement on August 1, 2021 through July 31, 2022 ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.
	If mutually agreeable, the District reserves the right to renew the Agreement for additional one (1)-year terms, for a period not to exceed three (3) consecutive years total. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the District. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the Agreement.
4.	Submittal of Documents. Vendor shall not commence providing the Products under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:
	Signed Agreement
	Workers' Compensation Certification
	Fingerprinting/Criminal Background Investigation Certification
	Insurance Certificates and Endorsements
	W-9 Form

Downey Unified School District

Bid 21/22-01 Paper Products 1 Purchase Agreement

- 5. Compensation. District agrees to pay Vendor according to the prices in Vendor's Bid Form and Proposal for the Products satisfactorily furnished and delivered pursuant to this Agreement, as such prices are shown on Exhibit "A". Vendor agrees that all costs for delivery, drayage, freight, or the packing of said articles are to be borne by the Vendor.
- 6. **Vendor.** The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.
 - **6.1. Accounting.** Invoices shall be furnished with each delivery and include delivery site, product name, quantity, unit size, and unit price. One (1) copy is to be kept by the Vendor.
 - The original invoice must be signed by the individual checking the dropped merchandise the following morning. An invoice signed by the District's representative or designee is required for the invoice to be processed for payment.
 - Statements for all goods purchased within a calendar month shall be on an individual.
 Site basis.
 - Statements shall be submitted no later than the fifth day following the close of each calendar month.
 - 6.2. Payment. Invoices for purchases at the delivered price are not due and payable until delivery of Product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the Product is received and accepted by the District, or thirty (30) days from the date a correct invoice is received by the District office, whichever is later. Vendor will inform the District of any special discounts for payment received with a ten (10) day period.
 - 6.3. Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected, to avoid future errors. Continued negligence in invoicing will result in a \$50.00 fine for each item, in addition to a credit for the price discrepancy of the Products purchased. Ongoing, improper billing may result in termination of the Agreement. Ongoing, unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the Agreement.
- 7. Additional Items. During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.
- 8. Independent Contractor. Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Downey Unified School District
 Bid 21/22-01 Paper Products 2

Purchase Agreement

Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of this Agreement as herein contemplated, Vendor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the service, (ii) performing service that is outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the service performed, District being interested only in the results obtained.

9. Performance of Agreement.

- 9.1. Standard of Care. Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Products as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement. The District may upon twenty-four (24) hour written notice to the Vendor, cancel the Agreement in its entirety or cancel or rescind on all or any portion of any Agreement resulting from unsatisfactory Products or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the Vendor in default. Failure to furnish all items per the Agreement, in a timely manner, as specified, shall constitute unsatisfactory service.
- 9.2. Sanitation. All Products shall be produced and handled in accordance with the best sanitary practices. Vendor's employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound, and sanitary Products. All products must conform to the provisions set forth in Federal, State, County and City laws for protection, handling, processing and labeling. Plant manufacturing must meet State and County Health requirements. Attach copies of current health, safety, and/or sanitation certificates/licenses that your company maintains.
- 9.3. Delivery Time. Vendor shall make deliveries, as requested by the District. Due to the restrictions of available storage space and the regulations of the National School Lunch Program, it is of utmost importance that all items ordered are delivered on the date delivery as requested. If the Vendor is unable to provide the items on the date specified for delivery, it is the Vendor's responsibility to notify the District immediately by calling the District. Prompt service on all emergency orders will be required. No fuel surcharges will be levied during the term of this contract. There shall be no delivery minimum in dollar volume, unit, or case counts on all orders placed and delivered to the District. Deliveries are not to be subcontracted out.
- 9.4. Inspection of Products Furnished. All Products furnished shall be subject to inspection and rejection by the District for spoilage, defects, or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the Downey Unified School District
 Bid 21/22-01 Paper Products 3

Purchase Agreement

District and accepted. If a Product is rejected at time of delivery, a credit is to be issued for the Product or Vendor shall immediately remedy such defect in a manner satisfactory to District. Several notices of Products failing to meet specifications may result in termination of the Agreement. Products delivered during the period covered by this Agreement shall be of the quality or grade specified or better, unless prior approval has been received to deliver alternate products of lesser quality or grade from the Food Services Director. No product will be represented as being in conformance with the specification when such is not the case.

- 9.5. Right to Inspect Vendor Facilities. The District reserves the right to inspect the Vendor's facilities during the Term of the Agreement, and if representatives of the District determine after such inspection that Vendor is not capable of performance satisfactory to the District, the Agreement may be terminated by the District.
- 9.6. Safety and Security. It shall be the responsibility of Vendor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
- 9.7. Force Majeure. The performance of this Agreement by either Party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, inadvisable, or commercially impracticable to perform under the terms of this Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, for any one or more of the above reasons, by written notice to the other Party.

Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending Party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

- 10. Ordering. Orders will be placed only via channels approved by the District's Director of Purchasing Services. Orders should not be accepted for items that are not on the price request or unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of District's Business Services Department personnel whether payment will be made to the Vendor for such items.
- Returns. Vendor shall issue credit to the District for all Products returned, including damaged or decaying Products.
- 12. Non-Conformance to Specifications. If any Product fails to meet specifications, the District may require, within a reasonable time as determined by the District, cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed.

Downey Unified School District

Bid 21/22-01 Paper Products 4 Purchase Agreement

- 13.Warranty/Quality. The District reserves the right to refuse complete shipments if there is any evidence of damaged or thawed products. Evidence of thawing include and not limited to cases that are not firm, soft or spongy to the touch, water stained, crushed and cases that stick together as a result of freezing. Damaged containers will not be accepted. Credit will be required on damaged or unacceptable Products. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credit shall be issued in a timely manner.
 - 13.1. All Products received under this Agreement shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Vendor's plant is located or by the applicable federal standards, whichever is higher.
 - 13.2. Vendor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Vendor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Los Angeles or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.
 - 13.3. Vendor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than eight (8) weeks from the date of delivery, without prior consent of the District(s).
 - 13.4. In the event of a product contamination issue, Vendor shall provide trace back capabilities for all products to the point of origin.
 - 13.5. Vendor agrees to permit inspection of the delivered items by a representative of the District's Food Services Department with the right of rejection of inferior merchandise. The District's decision shall be final and credits must be provided upon request.
- 14.Packaging. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District(s) for product or freight.
- 15. Audit. Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Products covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents. Proof of distributor's landing cost (distributor's invoice) will be

Downey Unified School District

Bid 21/22 01 Paper Products 5 Purchase Agreement required upon request, within a two day period, for audit purposes only. Invoices are checked regularly.

16. Termination.

- 16.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Products satisfactorily provided to the date of termination. Written notice by District shall be sufficient to stop further performance of this Agreement by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.
- 16.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 16.2.1. unsatisfactory product or service; or
 - 16.2.2. any reason determined to be detrimental to the health and welfare of students and school personnel; or
 - 16.2.3. material violation of this Agreement by the Vendor; or
 - 16.2.4. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 16.2.5. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Products from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the Products pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

17. Indemnification. To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole

Downey Unified School District

Bid 21/22-01 Paper Products 6 Purchase Agreement or in part by the agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either Party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement

18. Insurance.

18.1. The Vendor shall procure and maintain at all times during the performance of any portion of the Agreement the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Workers' Compensation	Statutory Limits

- 18.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 18.1.2. Workers' Compensation. In accordance with provisions of section 3700 of the Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any

Bid 21/22-01 Paper Products 7 Purchase Agreement

- employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Agreement.
- 18.2. Proof of Carriage of Insurance. The Vendor shall not commence performing any portion of the Agreement until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 18.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 18.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 18.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - **18.2.4.** All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.
- **18.3.** Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 19. Assignment. The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.
- 20. Compliance with Laws. Vendor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. All Products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Products as indicated or specified. If Vendor provides any Products that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
- 21. Fingerprinting of Employees. Vendor shall submit a fully executed "Fingerprinting/Criminal Background Investigation Certification," a form of which is attached to this Agreement. Although Education Code 45125.2(a)(3) provides an option regarding District surveillance, the District does

Downey Unified School District

Bid 21/22-01 Paper Products 8 Purchase Agreement not provide this as an option to the Vendor. Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Vendor shall certify that methods are being undertaken to ensure the pupils' safety.

- 22. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).
- 23. Tobacco-Free Environment. All District sites have been designated as a tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.
- 24. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 25. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Products provided or services performed in connection with this Agreement.
- 26. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Downey Unified School District

ATTN: Christina Aragon, Associate Superintendent 11627 Brookshire Avenue Downey, CA 90241

FAX: 562-469-6519

Vendor:

P&R Paper Supply Co.

ATTN: COREY KNUNGEN

SCHOOL DISPLET SLES SPECIALIST

1898 E. COLTON AVE PERLANDS , California 92374

FAX: (909) 794-1237

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

- 27. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. California Law. 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.
- 29. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 30. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 31. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 32. Authority to Bind Parties. Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

Downey Unified School District

Bid 21/22-01 Paper Products 10 Purchase Agreement

- 33. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 35. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- **36. Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- **37. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 38. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Dated:Jul	y 15 , 20 <u>21</u>	Dated: July 15 , 20 21			
Downey Unif	ied School District	PER PAPER SUPPLY			
Ву:		By: Cuzkat			
Print Name:	Christina Aragon	Print Name: COKEY KNUDSEN			
Print Title:	Associate Superintendent, Business Svc.	Print Title: School DISTRICT SALES SPECIALIS			
Information re	egarding Vendor:				
Address:	1898 E. Colton Ave.	20-5963953			
	Redlands, CA 92374	Employer Identification and/or Social Security Number			
Telephone:	(909)794-1108	NOTE: Section 6041 of the Internal			
Facsimile:	(909)794-1237	Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal			
E-Mail:	Corey.Knudsen@ImperialDade.co	the recipients of \$600.00 or more to			
Type of Busin		furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information			
Sole Pro	prietorship	requested in this section.			
Partners	ship				
Limited	Partnership				
Corpora	ition, State:				
	Liability Company				

Downey Unified School District

Bid 21/22-01 Paper Products 12 Purchase Agreement

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the Governing Board of the District as follows:

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

Vendor certifies that it has taken at least one of the following actions with respect to the Agreement (check all that apply):

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

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

Date:	
District Representative's Name and Title:	
District Representative's Signature:	

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

Downey Unified School District

Bid 21/22-01 Paper Products 13 Purchase Agreement

	Pursuant to Education Code section 45125.2, Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's and its subcontractors' employees is:
	Name:
	Title:
	NOTE : If the Vendor is a sole proprietor, and elects the above option, Vendor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.
	As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.
	Date:
	District Representative's Name and Title: Marc Milton, Director of Food Service
	District Representative's Signature:
	The performance of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier shall come in contact with the District pupils, or (ii) Vendor's employees or any subcontractor or supplier will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees, subcontractors, or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor under the Agreement.
	As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District.
	Date: June 15, 2021
	District Representative's Name and Title: Marc Milton, Director, Food Services
	District Representative's Signature:
em	ndor's responsibility for background clearance extends to all of its employees, subcontractors, and ployees of subcontractors coming into contact with District pupils regardless of whether they are signated as employees or acting as independent contractors of the Vendor.
Do	wney Unified School District Bid 21/22-01 Paper Products 14 Purchase Agreement

Date:	6/11/2021	
Proper Name of Vendor:	P&R Paper Supply Co.	
Signature:	Castos	
Print Name:	Corey Knudsen	
Title:	School District Sales Specialist	and and a second

PERFORMANCE OF AGREEMENT CANNOT BEGIN UNTIL ALL DOCUMENTATION IS SUBMITTED AND FINAL APPROVAL IS RECEIVED.



II. 66. ACCEPT and APPROVE the use of the Torrance Unified School District Bid #10-04.09.19, Classroom and Office Furniture, with Culver-Newlin School and Office Solutions, Inc., Corona, and McDowell-Craig, Santa Fe Springs, in the anticipated annual amount of \$233,592.00, with no guarantee that this amount will be met or exceeded, to purchase classroom and office furniture on an as-needed basis with the same advantages, terms and conditions.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

July 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 CLASSROOM AND OFFICE FURNITURE

ACTION ITEM

Board of Education approval is requested to accept and approve, where appropriate, the use of a piggyback bid by and between the Torrance Unified School District and Culver-Newlin School and Office Solutions, Corona, and McDowell-Craig, Santa Fe Springs, for the purchase of classroom and office furniture as needed.

The use of this bid, which has been authorized and renewed by the Torrance Unified School District, will allow the District to take advantage of bid pricing for various brands of school and office furniture without having to go through the lengthy and costly process of formal advertised bidding.

The renewed bid is valid through May 5, 2022.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Torrance Unified School District Bid #10-04.09.19, Classroom and Office Furniture, with Culver-Newlin School and Office Solutions, Inc., Corona, and McDowell-Craig, Santa Fe Springs, in the anticipated annual amount of \$233,592.00, with no guarantee that this amount will be met or exceeded, to purchase classroom and office furniture on an as-needed basis with the same advantages, terms and conditions.



II. 67. RATIFY the award of Bid #21/22-04, Stauffer Middle School Campus Flood Mitigation, to Pro-Craft Construction, Inc., Redlands, in the amount of \$239,000.00, to be charged to Measure O Bond Funds.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

July 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: CAMPUS FLOOD MITIGATION AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education authorization is requested to ratify the award of Bid #21/22-04 for the mitigation of campus flooding at Stauffer Middle School. which received Board authorization to bid at the meeting of June 1, 2021. Ratification is necessary in order to keep pace with other project schedules at Stauffer Middle School.

Two bidders responded to the advertisement for bids by the 10:00 a.m. deadline on Tuesday, June 8, 2021. The low responsive bidder, Pro-Craft Construction, Inc., Redlands, has the required licenses and bonding and is qualified to perform the work as specified.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Bid #21/22-04, Stauffer Middle School Campus Flood Mitigation, to Pro-Craft Construction, Inc., Redlands, in the amount of \$239,000.00, to be charged to Measure O Bond Funds.



II. 68. APPROVE Change Order #1 to Purchase Order #PO1-21*182 for miscellaneous fire alarm systems repair parts and services at the request of the Technology Department with JAM Corporation, Monrovia, in the increased amount of \$9,000.00, to be charged to the General Fund.

Supporting Documents



Business Services

DATE: July 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 MISCELLANEOUS REPAIR PARTS, SERVICE,

AND REPAIRS FROM JAM CORPORATION AT THE REQUEST OF THE

TECHNOLOGY DEPARTMENT

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO1-21*182 to cover the cost of additional repair parts and related services from JAM Corporation 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 parts and supplies as needed through the end of the school year.

The above change will increase the value of the Purchase Order from \$30,000.00 to \$39,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO1-21*182 for miscellaneous fire alarm systems repair parts and services at the request of the Technology Department with JAM Corporation, Monrovia, in the increased amount of \$9,000.00, to be charged to the General Fund.



II. 69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-274, to remove and replace chain link fencing and replace fencing fabric at Unsworth Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of \$5,675.00, 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.

Supporting Documents



Business Services

DATE:

July 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:

REMOVAL AND REPLACEMENT OF FENCING AND FENCING FABRIC

AT UNSWORTH ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-274 to remove and replace chain link fencing and replace fencing fabric at Unsworth Elementary School, which received approval at the meeting of March 9, 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. 202021-274, to remove and replace chain link fencing and replace fencing fabric at Unsworth Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of \$5,675.00, 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.



II. 70. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-338 for tree trimming services at Gallatin Elementary School with V&E Tree Service, Inc., Orange, in the final amount of \$12,400.00, 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:

July 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 AT GALLATIN ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-338 for tree trimming services at Gallatin Elementary School, which received approval at the meeting of May 11, 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. 202021-338 for tree trimming services at Gallatin Elementary School with V&E Tree Service, Inc., Orange, in the final amount of \$12,400.00, 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.



II. 71. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-339, to furnish and install District standard carpeting in rooms DCC-A, DCC-B, and TTC at the Gallegos Administration Center, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$7,677.00, 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:

July 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:

CARPET INSTALLATION AT THE GALLEGOS ADMINISTRATION

CENTER

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-339 to furnish and install District standard carpeting in rooms DCC-A, DCC-B, and TTC at the Gallegos Administration Center, which received Board approval at the meeting of May 11, 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. 202021-339, to furnish and install District standard carpeting in rooms DCC-A, DCC-B, and TTC at the Gallegos Administration Center, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$7,677.00, 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.



II. 72. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-352, to design and hand-paint murals in the gymnasium at Warren High School, with Murals for Schools, Inc., Huntington Beach, in the final amount of \$16,475.00, to be charged to School Site 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:

July 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: MURAL PAINTING IN THE WARREN HIGH SCHOOL GUMNASIUM

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-352 to design and hand-paint murals on the interior south, east, and north-facing walls of the gymnasium at Warren High School, which received approval at the meeting of June 1, 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. 202021-352, to design and hand-paint murals in the gymnasium at Warren High School, with Murals for Schools, Inc., Huntington Beach, in the final amount of \$16,475.00, to be charged to School Site 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.



II. 73. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-371, installation of A/V equipment at Stauffer Middle School, with Digital Networks Group, Lake Forest, in the final amount of \$9,063.97, 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:

July 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: INSTALLATION OF A/V EQUIPMENT AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-371 for the installation of audio-visual equipment at Stauffer Middle School, which received Board approval at the meeting of June 15, 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. 202021-371, installation of A/V equipment at Stauffer Middle School, with Digital Networks Group, Lake Forest, in the final amount of \$9,063.97, 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.



II. 74. APPROVE the destruction of Class 1, 2, and 3 Disposable District Records; and APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.

Supporting Documents



Business Services

DATE:

July 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: DESTRUCTION OF DISTRICT RECORDS

ACTION ITEM

Board of Education approval is requested to authorize the destruction of Class 1, 2, and 3 Disposable Records that have attained the required retention period per California Administrative Code, Title 5, Article 2, Sections 16020-16027.

The Purchasing Department will contact a service provider and solicit quotations for document shredding. Any company providing document shredding services will be bonded and insured and will provide a bona fide certificate of destruction upon completion of the destruction process.

Some of the records from the list may be recycled, since these records are not confidential in nature. The balance of the records will be destroyed with proof of destruction provided to the District. The document destruction coordinator will be Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant for the Records Area.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the destruction of Class 1, 2, and 3 Disposable District Records, and;

APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy- Date	Destroyed by:
Accounting	Jul-01	May-05	1	Υ	1839	Certificated Payroll Pd 3/10/2000 - 5/31/2001	Jul-21	Shred Confidentia
Accounting	Jul-00	Jul-03	1	Y	1798	6/99 Cont'd Certificated Payroll Site Time Reports 9/98 - 4/99 Extra Duty, Adult, ROP & Subs	Jul-21	Shred Confidentia
Accounting	Jul-00	Jul-03	1	Y	1797	1/99 - 6/99 Certificated Payroll Site Time Reports	Jul-21	Shred Confidentia
Accounting	Jul-01	Jul-04	1	Y	1838	Certificated Payroll Pd. 6/5/00 - 7/10/00 Admin Pay 7/99 - 6/00	Jul-21	Shred Confidentia
Accounting	Sep-99	Jun-03	1	Y	1725	Certificated Payroll Time Sheets Feb 1998 - June 1998	Jul-21	Shred Confidentia
Accounting	Jul-00	Jul-03	1	Y	1796	7/98 - 1/99 Certificated Site Tiern Reorts	Jul-21	Shred Confidentia
Accounting	Sep-99	Jul-02	1	Υ	1719	Certificated Payroll Extra Duty & Administrators Time Sheets 1996 - 1997	Jul-21	Shred Confidential
Accounting	Nov-93	Jul-96	1	Υ	1353	1991 - 92 Certificated Time Reports - Teachers (9/91 -4/92)	Jul-21	Shred Confidential
Accounting	Sep-99	Jul-03	1	Y	1745	1997/98 Certificated Payroll Extra Duty Time Sheets	Jul-21	Shred Confidential
Accounting	Jul-00	Jul-03	1	Υ	1799	5/99 Certificated Payroll Site Time Reports, Extra Duty, ROP & Subs - 7/98-6/99 Admin Time Reports	Jul-21	Shred Confidential
Accounting	Sep-99	May-02	1	Y	1713	Certificated Time Reports January 1997 - May 1997	Jul-21	Shred Confidential
Accounting	Sep-99	Dec-01	1	Υ	1718	Certificated Payroll Time Sheets Sept 1996 - Dec 1996	Jul-21	Shred Confidential
Accounting	Sep-99	Jan-03	1	Υ	1726	Certificated Payroll Time Sheets Sept 1997 - Jan 1998	Jul-21	Shred Confidential
Accounting	Aug-96	Jul-00	1	Y	1537	Certificated Payroll Time Reprts March 1995 - June 1995	Jul-21	Shred Confidential
Accounting	Jul-02	May-05	1	Y	1923	Certificated Payroll Site Time Reports 2/01 - 5/01	Jul-21	Shred Confidential
Accounting	Jul-03	Jul-07	1	Y	1950	Certificated Payroll Site Time Reports 2/02 - 4/02	Jul-21	Shred Confidential
Accounting	Jul-01	Nov-03	1	Y	1841	Certificated Payroll Site Time Reports 7/21/99 - 11/30/99	Jul-21	Shred Confidential
Accounting	Jul-02	Oct-04	1	Y	1926	Certificated Payroll Site Time Reports 7/00 - 10/00	Jul-21	Shred Confidential
Accounting	Jul-02	Jun-05	1	Υ	1922	Certificated Payroll Site Time Reports 5/01 - 6/01	Jul-21	Shred Confidential
Accounting	Jul-02	Feb-05	1	Υ	1924	Certificated Payroll Site Time Reports 11/00- 2/01	Jul-21	Shred Confidential
Accounting	Jul-02	Nov-04	1	Υ	1925	Certificated Payroll Time Reports 7/00 - 11/00	Jul-21	Shred Confidential
Accounting	Jul-01	Feb-04	1	Υ	1840	Certificated Payroll Time Reports 12/29/99 - 2/29/00	Jul-21	Shred Confidential
Certificated HR	Jul-14	Jul-21	3	N		2013/2014 Board Reports & Budget Early Retirement 2000 - 2010	Jul-21	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy- Date	Destroyed by:
Educational Services	Jun-18	Jun-20	1	Y		Downey HS class of 2018 Immunization Cards	Jul-21	Shred Confidentia
Financial Services	Jul-06	Jul-09	1	Y	2205	Certifiecated Payroll Time Reports July 2004 - October 2004	Jul-21	Shred Confidentia
Financial Services	Jul-06	Jul-09	1	Y	2206	Certifiecated Payroll Time Reports November 2004 - January 2005	Jul-21	Shred Confidentia
Financial Services	Jul-05	Jul-08	1	Y	2127	Certifiecated Payroll Time Reports December 2003 - February 2004	Jul-21	Shred Confidentia
Financial Services	Oct-98	Jul-02	1	Y	1662	Certificated Payroll 1996-1997 Extra Duty Time Reports 7/95 - 6/96	Jul-21	Shred Confidential
Financial Services	Oct-98	Jul-01	1	Y	1664	Certificated Payroll Time Rpoerts 3/96-6/96 Admin. Time Reports 7/95-6/96	Jul-21	Shred Confidential
nstructional Support	Aug-16	Jul-21	3	N		2015/2016 SES Student Applications and Elevate Learning: Student Progress Reports & Student Learning Plans	Jul-21	Shred Confidential
nstructional Support	Aug-16	Jul-21	3	N		2015/2016: SES Tutoring Company Paperwork, Student Learning Plans & Progess Reports: Studentnest, A+ Educational & Learn w/iPads	Jul-21	Shred Confidential
nstructional Support	Sep-17	Jul-21	3	N		2014/15 Paperwork: Stewamworks, 2015/16 Paperwork: Payroll, Employee Logs, Budgets: LCAP- Stewamworks, Playworks, Parent Ed, General Fund, LCFF, Title I, Title I - Parent Ed, Titlele I - Homeless,	Jul-21	Shred Confidential
nstructional Support	Sep-16	Jul-21	3	N		2014/15: ISP Payroll, Purchase Orders, Budget paperwork,: General Fund, LCFF, Title I, PI Mileage Forms, Title I - parent Ed, Title III, Scholastic Contract, PAR LOGS, Playworks Paperwork, 2015/16: SES Paperwork- SLP's & Progress	Jul-21	Shred Confidential
Purchasing	May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Colbi Technologies Inc - Demco, Inc	Jul-21	Shred Confidential
Purchasing	May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Office Depot - Pearson Education	Jul-21	Shred Confidential
Purchasing	May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Amazon - B & H Photo	Jul-21	Shred Confidential
Purchasing	May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 B & K Electric Wholesale - Code Press	Jul-21	Shred Confidential
Purchasing	May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Pengad, Inc - Rockler Woodworking & Hardware	Jul-21	Shred Confidential
Purchasing	May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 AAA Motor Sales - Amazon	Jul-21	Shred Confidential
Purchasing	May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Hennon Surveying & Mapping, Inc - Katherine Estevez	Jul-21	Shred Confidential
Purchasing	May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Monster Jaws MFG - Office Depot	Jul-21	Shred Confidential

Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy- Date	Destroyed by:
May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Therapro - Wenger Corporation	Jul-21	Shred Confidentia
May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Lindsay Lumber - Monoprice, Inc	Jul-21	Shred Confidentia
May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Fenton.OR1, LLC - Heinemann Publishing	Jul-21	Shred Confidentia
May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 CDW-G - CODESP	Jul-21	Shred Confidentia
May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 CDW-G - CODESP	Jul-21	Shred Confidentia
May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Westberg + White, Inc - Zoro	Jul-21	Shred Confidentia
May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Demco - FedEx	Jul-21	Shred Confidentia
May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Roger M. Weaver - Sorenson's Ranch School	Jul-21	Shred Confidentia
May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Soroptimist International of Downey - Theatreworks/USA	Jul-21	Shred Confidentia
May-17	May-21	3	N		Pink Purchase Orders Fiscal Year 2015-2016 Kathleen M. Succa - Lindamood-Bell	Jul-21	Shred Confidentia
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	of submission May-17 May-17	of submission Destroy-Date May-17 May-21 May-17 May-21	of submission Destroy-Date Classification May-17 May-21 3 May-17 May-21 3	of submission Destroy-Date Classification (Y/N) May-17 May-21 3 N May-17 May-21 3 N	of submission Destroy-Date Classification (Y/N) BOX # May-17 May-21 3 N May-17 May-21 3 N	Of submission Destroy-Date Classification (Y/N) BOX # Contents May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Therapro - Wenger Corporation May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Lindsay Lumber - Monoprice, Inc May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Fenton.OR1, LLC - Heinemann Publishing May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 CDW-G - CODESP May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 CDW-G - CODESP May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 CDW-G - CODESP May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Democ - FedEx May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Democ - FedEx May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Soroptimist International of Downey - Theatreworks/USA May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2	Of submission Destroy-Date (Y/N) BOX # Contents Date May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Therapro - Wenger Corporation Jul-21 May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Lindsay Lumber - Monoprice, Inc Jul-21 May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Fenton.OR1, LLC - Heinemann Publishing Jul-21 May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 CDW-G - CODESP Jul-21 May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 CDW-G - CODESP Jul-21 May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Westberg + White, Inc - Zoro Jul-21 May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Demo - FedEx Jul-21 May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Ped Demo - FedEx Jul-21 May-17 May-21 3 N Pink Purchase Orders Fiscal Year 2015-2016 Ped Ped Ped Ped Pe



II. 75. APPROVE the transfer of \$80,000.00 from the Unrestricted General Fund to the Property and Liability Self-Insurance Fund.

Supporting Documents



Downey Unified School District

Business Services

DATE:

July 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:

TRANSFER OF FUNDS FROM THE UNRESTRICTED GENERAL FUND

TO THE PROPERTY AND LIABILITY SELF-INSURANCE FUND, 2020-21

ACTION ITEM

The District is self-insured and participates in the Alliance of Schools for Cooperative Insurance Programs (ASCIP) for property and liability insurance coverage. In addition to paying annual premiums directly to ASCIP, the district must also cover administrative expenditures and the cost of the district's deductible for Property and Liability Self Insurance claims. A transfer from the Unrestricted General Fund to the Property and Liability Self-Insurance Fund in the amount of \$80,000 will serve this purpose.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the transfer of \$80,000.00 from the Unrestricted General Fund to the Property and Liability Self-Insurance Fund.



II. 76. APPROVE the transfer of \$500,000.00 from the Unrestricted General Fund to the Adult Education Fund.

Supporting Documents



Downey Unified School District

Business Services

DATE:

July 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:

TRANSFER OF FUNDS FROM THE UNRESTRICTED GENERAL FUND

TO THE ADULT EDUCATION FUND, 2020-21

ACTION ITEM

The 2013-14 Budget Act as enumerated in Education Codes Section 42238.03(a)(7), and 2572(k)(2) provided for a new state finance system for education. The Local Control Funding Formula (LCFF) provides a less complex school finance system allowing the focus to be on equity, transparency and performance in education. Under the LCFF funding model, most state categorical program funding streams were eliminated, including Adult Education. We are committed to supporting our Adult Education program and, in the 2020-21 fiscal year, budgeted \$500,000 to transfer to the Adult Education program. It is now time to make the \$500,000 transfer from the Unrestricted General Fund to the Adult Education Fund.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the transfer of \$500,000.00 from the Unrestricted General Fund to the Adult Education Fund.



II. 77. APPROVE the transfer of funds from the Unrestricted General Fund and the Restricted Routine Repair and Maintenance Account to the Deferred Maintenance Fund in an amount approximate to 1%, or \$3,003,754.00, of General Fund expenditures.

Supporting Documents



Downey Unified School District

Business Services

DATE: July 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: TRANSFER OF FUNDS FROM THE UNRESTRICTED GENERAL FUND

TO THE DEFERRED MAINTENANCE FUND, 2020-21

ACTION ITEM

The District is committed to maintaining District facilities and the integrity of the Deferred Maintenance Fund and will do so by transferring \$1,683,754.00 from the Unrestricted General Fund and \$1,320,000.00 from the Restricted Routine Repair and Maintenance Fund to the Deferrred Maintenance Fund, a total amount approximate to 1% of General Fund expenditures, or \$3,003,754.00. These funds are being used for various projects identified in the Five-Year Deferred Maintenance Plan.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the transfer of funds from the Unrestricted General Fund and Restricted Routine Repair and Maintenance Fund to the Deferred Maintenance Fund in an amount approximate to 1%, or \$3,003,754.00, of General Fund expenditures.



II. 78. APPROVE the purchase of specific excess workers' compensation insurance for the 2021-22 fiscal year from State National Insurance Company and Safety National Casualty Corporation.

Supporting Documents





Insurance Carrier Information:

State National Insurance Company

Web: http://www.statenational.com/

Best's Ratings

Rating: A (Excellent)

Financial Size Category: IX (\$250 Million to \$500 Million)

Outlook: Stable
Action: Affirmed

Effective Date: September 11, 2020

About State National Insurance Company:

State National was founded in 1973 to simplify the complexities of insurance for its clients. Their focus is on creating high-quality insurance programs and superior service to help create a unique insurance company that thrives on strong customer relationships and customized solutions to address the nuances of each customer's business. Coverage is provided through State National Group, comprised of five insurance companies: State National Insurance Company, National Specialty Insurance Company, City National Insurance Company, United Specialty Insurance Company and Independent Specialty Insurance Company. All five insurance companies are rated "A" (Excellent) by A.M. Best, the insurance industry's recognized, independent rating organization. Our Best rating has been maintained since the first year of eligibility, affirming a strong capital structure and excellent operating performance.

Headquartered in the Dallas, Texas area, State National provides insurance products and services to clients nationwide. State National wrote over \$1.4 billion of gross written premium in 2016 and employs a staff of approximately 400.



6/15/2021

Binder

Insured: Downey Unified School District

11627 Brookshire Avenue

Downey, CA 90241

Policy Term: July 1, 2021 – July 1, 2022

State(s): California

Policy Number: BMX-501-0008-003

Company: State National Insurance Company, Inc.

Limits/Retentions

Insured's Part One – Worker' Retention: Compensation:

Part One – Worker' \$100,000 Compensation: Each Accident and Each

Employee's Bodily Injury by

Disease

Part Two - Employer's

Liability:

\$100,000

Each Accident and Each

Employee's Bodily Injury by

Disease

Limit of Indemnity:

Part One - Workers'

Compensation:

\$900,000

Each Accident and Each

Employee's Bodily Injury hy

Disease

Part Two - Employer's

Liability:

\$900,000

Each Accident and Each

Employee's Bodily Injury by

Disease

Estimated Annual Remuneration: \$184,267,000

Rate per \$100 of Remuneration: 0.3133560

Deposit Premium: \$577,412

Minimum premium: \$519,671

Commission to Apex:



Terms & Conditions

Allocated Loss ALAE will erode both the Retained Limit and the

Adjustment Expense: Limits of Insurance

Payment Plan: Payment due in full within 35 days of effective date

Audit: Final premium is subject to audit to be completed

within 90 days from policy expiration.

Claims protocol: Terms provided are subject to Claims protocol

Agreement to be agreed upon by both parties and to

include TPA system access and reports

TPA: Sedgwick – Any change to TPA must be preapproved

by State National

Communicable Disease: Any claims resulting from a communicable disease will

be treated per employee, not per occurrence

Forms & Endorsements

Excess Workers Compensation and Employers' Liability Policy Jacket Information Page Terrorism Risk Ins Program Reauthorization Act Endt. Excess Workers' Compensation and Employer's Liability Reimbursement Policy

California Changes – Cancellation

*The list above is only a sample of coverages and does not amend, extend or alter the policy in any way.

NOTE: THIS BINDER IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION.

This binder is provided on the basis that all information given to Insurer by or on behalf of the Insured in its underwriting submission and/or in its responses to the underwriter's requests for information is reliable, truthful, and complete to the best of the Insured's information and knowledge. The Insurer relies on the "duty of disclosure" as it exists under applicable law, and rejects any attempt to negate that duty wholly or partially. The Insured, by accepting this binder, waives the effect of any purported disclaimers of the Insured's duty to disclose to underwriters all material facts to the best of its knowledge that may be contained in such submission or in its responses to questions or requests for information, or in emails, cd roms, or internet websites used in providing or transmitting underwriting information.

SAFETY NATIONAL CASUALTY CORPORATION

EXCESS WORKERS COMPENSATION INSURANCE BINDER

NAME INSURED EMPLOYER: DOWNEY UNIFIED SCHOOL DISTRICT

ADDRESS: 11627 BROOKSHIRE AVE., DOWNEY, CA 90241

POLICY NUMBER: SP 4064853

TYPE OF INSURANCE: Specific Excess Workers' Compensation and Employers' Liability Insurance

LOCATION(S): CALIFORNIA

POLICY LIABILITY PERIOD: July 01, 2021 through July 01, 2022

POLICY PAYROLL

REPORTING PERIOD: July 01, 2021 through July 01, 2022

This is to certify that the above named Insured Employer is covered by Specific Excess Workers' Compensation and Employers' Liability Insurance by the CORPORATION.

Self-Insured Retention Per Occurrence \$ 1,000,000

Maximum Limit of Indemnity Per Occurrence Statutory

Employers' Liability Maximum Limit of Indemnity Per Occurrence and Aggregate \$1,000,000

Premium Rate \$ 0.0876 per \$100 of Payroll

Minimum Premium for the Liability Period \$ 145,276

Deposit Premium for the Payroll Reporting Period \$ 161,418

This binder is effective July 01, 2021 and is subject to all the forms, terms and conditions of bound quote number 10014388124, and shall be automatically terminated and superseded by the Excess Workers' Compensation Agreement and Employers' Liability Insurance Agreement when issued.

Issued at St. Louis, Missouri, on June 01, 2021.

SAFETY NATIONAL CASUALTY CORPORATION

By: Seth A. Smith Executive Vice President Underwriting

1832 Schuetz Road St. Louis MO 63146-3540 314-995-5300 fax 314-995-3843



II. 79. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.

Supporting Documents



scan1015



A. Employments

Employee	Assignment	Salary Rate	Service Begins
Acevedo, Kyle	Teacher Downey Temporary	\$83,049	8/09/21- 6/03/22
Acosta Munoz, Luz Jacqueline	Teacher – SDC Griffiths Temporary	\$65,651	8/09/21- 6/03/22
Agranowitz, Natalia	Teacher – SDC Doty Intern	\$60,855	8/09/21- 6/03/22
Aguilar III, Felipe	Teacher Warren Temporary	\$78,227	8/09/21- 6/03/22
Alvarado, Angelica	Teacher Imperial Temporary	\$71,725	8/09/21- 6/03/22
Amaya, Yvonne	Teacher Carpenter Temporary	\$92,712	8/09/21- 6/03/22
Ananias, Debbie	Teacher Gauldin Temporary	\$80,879	8/09/21- 6/03/22
Ardis, Madera	Teacher DHH Temporary	\$72,170	8/09/21- 6/03/22
Arreola, Sandy	School Psychologist Special Education Temporary	\$107,851	8/09/21- 6/03/22
Baltazar, Luz	Counselor Warren Temporary	\$105,526	8/09/21- 6/03/22

Employee	Assignment	Salary Rate	Service Begins
Barajas, Jr., Efren	Teacher SBC Stauffer Temporary	\$71,725	8/09/21- 6/03/22
Bassett, Kristian	Teacher - SDC Ward Temporary	\$67,374	8/09/21- 6/03/22
Beaver II, George	Teacher Downey Temporary	\$65,206	8/09/21- 6/03/22
Bellairs, Stephen	Nurse Student Services Temporary	\$73,908	8/09/21- 6/03/22
Bodmer, Jamie	Teacher Downey Temporary	\$67 ,3 9 3	8/09/21- 6/03/22
Breitschwerdt, Megan	Teacher – SDC/RSP Downey Temporary	\$73,908	8/09/21- 6/03/22
Brewer, Uvonne	Teacher – ED Downey Temporary	\$97,056	8/09/21- 6/03/22
Chavez, Vicky	Teacher – SDC Imperial Temporary	\$71,725	8/09/21- 6/03/22
Contreras, Teresa	Teacher Carpenter Temporary	\$85,202	8/09/21- 6/03/22
Dekker, David	Teacher Stauffer Temporary	\$78,227	8/09/21- 6/03/22

Employee	Assignment	Salary Rate	Service Begins
Doty, Blair	Teacher – SBC Autism Rìo Hondo Intern	\$102,334	8/09/21- 6/03/22
Duarte, Evelyn	Teacher – RSP/SDC Sussman Temporary	\$85,202	8/09/21- 6/03/22
Elizondo, Douglas	Teacher – RSP Griffiths Intern	\$80,414	8/09/21- 6/03/22
Ewart, Emily	Teacher – SDC Rio Hondo Temporary	\$87,391	8/09/21- 6/03/22
Gallagher, Sophie	Teacher Sussman Temporary	\$78,672	8/09/21- 6/03/22
Garces, Jeannette	Teacher Rio Hondo Temporary	\$87,911	8/09 / 21- 6/03/22
Garefis, Georgia	Teacher Alameda Temporary	\$87,748	8/09/21- 6/03/22
Gipson III, Burness	Teacher Warren Intern	\$60,855	8/09/21- 6/03/22
Gomez, Julio	Teacher – SDC Gauldin Intern	\$63,025	8/09/21- 6/03/22
Gomez, Susan	Teacher Carpenter Temporary	\$80,859	8/09/21- 6/03/22

Employee	Assignment	Salary Rate	Service Begins
Gonzalez, Angelica	Teacher – SDC Griffiths Temporary	\$80,869	8/09/21- 6/03/22
Gonzalez, Gabriel	Teacher – SDC Rio San Gabriel / Rio Hondo Temporary	\$85,202	8/09/21- 6/03/22
Gonzalez, Neil	Teacher Sussman Temporary	\$73,899	8/09/21- 6/03/22
Guardado, Lorena	Teacher Rio Hondo Temporary	\$93,902	8/09/21- 6/03/22
Hanein, Jessica	Teacher Gallatin Temporary	\$69,547	8/09/21- 6/03/22
Heyden, Kelly	Teacher Gallatin Temporary	\$69,5647	8/09 /2 1- 6/03/22
Higgins, Natalie	Teacher DHH Temporary	\$80,859	8/09/21- 6/03/22
Holder, Jessie	Teacher – RSP/SDC Warren Intern	\$ 60, 855	8/09/21- 6/03/22
Houts, Sharon	Teacher – Early Childhoo Imperial Temporary	od \$103,799	8/09/21- 6/03/22

Employee	Assignment	Salary Rate	Service Begins
Kang, Diana	Teacher Lewi s Temporary	\$89,116	8/09/21- 6/03/22
Karout, Sarah	Teacher Griffiths Temporary	\$76,530	8/09/21- 6/03/22
Kinney, Courtney	Teacher – SBC Warren Temporary	\$83,036	8/09/21- 6/03/22
Laemmlen, Amy	Teacher – SBC Rio San Gabriel Temporary	\$71,725	8/09/21- 6/03/22
Lara, Jr., Edward	Teacher Warren Temporary	\$83,617	8/09/21- 6/03/2 2
Lee, Branwyn	Teacher Downey Temporary	\$76,064	8/09/21- 6/03 /22
Lee, Krystal	Teacher Sussman Temporary	\$96,611	8/09/21- 6/03/22
Lord, Melissa	Teacher Rio Hondo Temporary	\$71, 72 5	8/09/21- 6/03/22
Lundeen, Jessica	Teacher Stauffer Temporary	\$93,902	8/09/21- 6/03/22
Madrigal, Lourd es	Teacher – SDC Griffiths Temporary	\$109,698	8/09/21- 6/03/22

Employee	Assignment	Salary Rate	Service Begins
Marougas, Athanasia	Teacher – SDC Unsworth Intern	\$71,717	8/09/21- 6/03/22
Martinez, Stephanie	Teacher – RSP Alameda 50% / Ward 50% Intern	\$78,227	8/09/21- 6/03/22
McCrory, Sarah	Teacher – SDC Gallatin Temporary	\$78,227	8/09/21- 6/03/22
Melara, Rafael	Teacher Rio Hondo Temporary	\$8 9,110	8/09/21- 6/03/22
Melendez, Danie	Psychologist Special Education Temporary	\$119,096	8/09 /2 1- 6/03/22
Mendoza, Lizzette	Teacher Carpenter Temporary	\$85,223	8/09/21- 6/03/22
Mills, Hayden	Teacher – SDC Doty Temporary	\$69,547	8/09/21- 6/03/22
Minahan, Melissa	Teacher Lewis Temporary	\$76,085	8/09/21- 6/03/22
Morales, Jessica	Teacher Ward Temporary	\$67,374	8/09/21- 6/03/22
Moran, Crystal	Teacher Imperial Temporary	\$71,717	8/09/21- 6/03/22

Employee	Assignment	Salary Rate	Service Begins
Moreno, Alyssa	Teacher – SDC Downey Intern	\$60,855	8/09/21- 6/03/22
Neill, Tyler	Teacher Griffiths Temporary	\$69,561	8/09/21- 6/03/22
Neimann, Natalie	Teacher – SDC Williams Temporary	\$63,025	8/09/21- 6/03/22
Nevarez, Jessica	Teacher Downey Temporary	\$67,374	8/09/21- 6/03/22
Nieto Viteri, Grace	Teacher Downey Temporary	\$6 7,393	8/09/21- 6/03/22
Paredes, Reina	Nurse DHH Temporary	\$76,058	8/09/21- 6/03/22
Pastor, Lauren	School Psychologist Special Education Temporary	\$112,260	8/09/21- 6/03 / 22
Pearson, Kevin	Teacher Warren Temporary	\$95,09 5	8/09/21- 6/03/22
Ramirez, Sonia	Teacher Carpenter Temporary	\$85,202	8/09/21- 6/03/22
Reichwein, Cynthìa	Teacher Ward Temporary	\$92,712	8/09/21- 6/03/22

Employee	Assignment	Salary Rate	Service Begins
Rocha, Alexandra	Teacher Rio Hondo Temporary	\$67,374	8/09/21- 6/03/22
Rodriguez, Ana	Teacher Carpenter Temporary	\$69,561	8/09/21- 6/03/22
Rowland, Jamie	Teacher Stauffer Temporary	\$65,206	8/09/21- 6/03/22
Sanchez, Stephanie	Teacher Ward Temporary	\$69,547	8/09/21- 6/03 / 22
Sandoval, Elizabeth	Teacher Warren Temporary	\$96,611	8/09/21- 6/03/22
Serrano, Veronica	School Psychologist Special Education Temporary	\$122,669	8/09/21- 6/03/22
Silva, Ivan	Psychologist Special Education Temporary	\$112,260	8/09 /2 1- 6/03/22
Sodetani, Gordon	Teacher – SDC Doty Temporary	\$65,651	8/09/21- 6/03/22
Soto-Castillo, Karlo	Teacher Warren Temporary	\$67,374	8/09/21- 6/03/22
Torres, Vanessa	Teacher – SBC Rio San Gabriel Temporary	\$83, 04 9	8/09/21- 6/03/22

A. Employments (cont.)

Employee	Assignment	Salary Rate	Service Begins
Trejo, Katherine	Teacher Gallatin Temporary	\$74,353	8/09/21- 6/03/22
Tufnell, Tracy	Teacher – SDC Lewis 50% / Special Ed. 50% Intern	\$76,530	8/09/21- 6/03/22
Ventura, Noelia	Teacher Carpenter Temporary	\$78,227	8/09/21- 6/03/22
Vera, Jecenia	Librarian Stauffer Temporary	\$76,509	8/09/21- 6/03/22
Viramontes, Celeste	SLP Special Education Temporary	\$80,879	8/09/21- 6/03/22
Washington, Kimberly	Teacher – RSP Gauldin Temporary	\$85,202	8/09 / 21- 6/03/22
Webb, John	Teacher Warren Temporary	\$96,611	8/09/21- 6/03/22
Woodard, Shannon	Teacher – SBC Autism Rio San Gabriel Temporary	\$67,819	8/09/21- 6/03/22
Woodhouse, Adorliz	Teacher – SBC Autism Gauldin Temporary	\$78,703	8/09/21- 6/03/22

A. Employments (cont.)

Employee	Assignment	Salary Rate	Service Begins
Young, Stephanie	Teacher – Auditory Spec. DHH Temporary	\$83,024	8/09/21- 6/03/22
Zarate, Brianda	Teacher Downey Temporary	\$63,034	8/09/21- 6/03/22
Zarate, Osvaldo	Teacher Stauffer Intern	\$63,025	8/09/21- 6/03/22
Zmuda, Stephanie	SLP Special Education Temporary	\$80,879	8/09/21- 6/03/22

B. Employments (Temporary)

\$621.62 Per Diem

Employee	Assignment	Salary Rate	Service Begins	
ADDITIONAL DAYS	S - District, 6/02/21-8/07/21			
Bishop, Tanya		\$558.67 Per Die	em	
Canham, Melissa		\$592.96 Per Diem		
Gamero, Jennifer		\$558.67 Per Diem		
Kim, Carrie		\$590.56 Per Diem		
Luevano, Marnie		\$621.62 Per Diem		
Neill, Leslie		\$649.27 Per Diem		
Ozima, Carole		\$649.27 Per Die	em	

AP PREPARATION - Downey, \$58.66 Per Hour, 6/02/21-8/07/21

Carlson, Christina

Toledo, Jennifer

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

AP.SUMMER TESTING - Warren, \$37.30 Per Hour, 6/02/21-8/07/21

Casillas, Rosa Dussan, Liliana Sonico, Kendall

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

Adame, Cindy Aguilar III, Felipe Baca, Teresa Beaver II, George Broun, Kevin Candelas, Nicholas Curiel, Joe

Dussan, Liliana Elsasser, Gregory

Hudson, Jennifer

Lacolla, Daryl

Lara, Jr., Edward

Marshall, Scott

Mojarro, Jenny

Muller, Justin

Nieto Viteri, Grace

Ortiz, Jessica

Pardo, Jakilin

Ramirez-Silva, Claudia

Rand, Mark

Rios, Misty

Sanders, Nicole

Schiavo, Mark

Tendler, Joey

Trejo, Gabriel

Trujillo, Pedro

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

APPLE DISTINGUISHED SCHOOL APPLICATION - \$150.00 Per Day, 6/02/21-8/07/21

Gauldin

Cozart, Lindsey Curcio, Heather

Imperial

Chavez, Vicky

Moran, Crystal

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

Gillespie, James

CHYA TRAINING - District, \$37.30 Per Hour, 2020-21 School Year

Castro, Faye Rooney, Maricella

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

Castanon, Suzanne

CLASSROOM MOVE HOURS - Columbus, \$37.30 Per Hour, 2020-21 School Year

Sary, Matthew

CONFERENCE - Sussman, \$274.21 Per Day, 6/02/21-8/07/21

Angulo, Jennifer Jeong, Esther Weldon, Dawn

CTE COURSE OUTLINE REVISIONS - District, \$37.30 Per Hour, 2020-21 School Year

Perez, Lisa Stevenson, Jody

B. Employments (Temporary) (cont.)

Assignment	Salary Rate	Service Begins
NS – District, 6/02/21-8/07	7/21	
	\$561.07 Per Diem \$649.27 Per Diem \$535.18 Per Diem \$592.96 Per Diem \$592.96 Per Diem	
RICULUM WRITING - Dis	trict, 6/02/21-8/07/21	
	\$501.15 Per Diem \$524.63 Per Diem \$537.56 Per Diem \$399.45 Per Diem \$448.84 Per Diem \$561.08 Per Diem \$425.34 Per Diem \$425.34 Per Diem \$448.91 Per Diem \$448.84 Per Diem \$619.22 Per Diem \$364.29 Per Diem	
	NS – District, 6/02/21-8/07	\$561.07 Per Diem \$649.27 Per Diem \$535.18 Per Diem \$592.96 Per Diem \$592.96 Per Diem \$592.96 Per Diem \$592.96 Per Diem \$501.15 Per Diem \$524.63 Per Diem \$537.56 Per Diem \$537.56 Per Diem \$448.84 Per Diem \$448.84 Per Diem \$425.34 Per Diem \$448.91 Per Diem \$448.84 Per Diem

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

Calata, Sharon Casillas, Rosa Diulio, Judy Ferera, Gretchen Gomez, Erica Gonzalez, Neil

Hauben, Kelly

Molletti-Bovey, Virginia

Munoz, Maria Paz, Eduardo Ragusa, Elise

Silagyi-Morris, Lynn

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

END OF YEAR ACTIVITIES - Warren, \$37.30 Per Hour, 2020-21 School Year

Gutierrez, Ruben Hernandez Pineda, Juan Mercado, David Rodriguez, Eduardo Rodriguez, Jonathan Singh, Daniel Sonico, Kendall

ESY PSYCHOLOGIST - District, 6/02/21-8/07/21

Arreola, Sandy	\$68.78 Per Hour
Ashton, Melissa	\$73.08 Per Hour
Castellanos, Anna	\$73.09 Per Hour
Fuentes, Patricia	\$77.53 Per Hour
Pastor, Lauren	\$77.95 Per Hour
Villalva, Leticia	\$81.64 Per Hour
Villalva, Leticia	\$81.64 Per Hour

ESY SLP - District, \$68.83 Per Hour, 6/02/21-8/07/21

Christian, Melissa Shimonishi, Gissella Viramontes, Celeste

ESY TEACHER SUPPORT - District, \$58.66 Per Hour, 6/02/21-8/07/21

Starnes, Riley

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

ESY TEACHER TRAINING - District, \$37.30 Per Hour, 2020-21 School Year

Amezcua, Zareli Calderon Suarez, Dianna Doty, Blair Ewart, Emily Figueroa, Tracy Flores, Jennifer Girardin, Kathleen Gomez, Julio Gonzalez, Gabriel Grant, Lindsay Hernandez, German Hood, Andrea Jauregui, Noemi Laemmlen, Amy Martinez, Kayla Neimann, Natalie Pacheco, Raelynn Phillips, Larissa Pulido, Roberto Roddy, Jill Rojas, Laura Torres, Vanessa Tufnell, Tracy Ulloa, Maricela

B. Employments (Temporary) (cont.)

Employee	A = = = = = = +	Calama Data	Service
Employee	Assignment	Salary Rate	Begins

ESY WORKABILITY - District, \$58.66 Per Hour, 6/02/21-8/07/21

Osborn, Linda

EXTRA DUTY - Warren, 2020-21 School Year

McGarry, Sarah Assistant Coach Girls \$2,076.70 Per Year

Soccer - ASB

EXTRA DUTY ASSESSMENTS - District, 6/02/21-8/07/21

Dawson, Laura	\$81.64 Per Hour
Evans, Denise	\$84.25 Per Hour
Khan, Asra \$70.19 Per H	
Martinez, Veronica \$79.31 Per	
Melendez, Danie \$77.53 Pe	
San-Tong, Socheada \$73.08 Per	
Serrano, Veronica	\$77.53 Per Hour
Thompson, Kathi	\$82.25 Per Hour
Zamarripa, Susana	\$79.31 Per Hour

GAME DESIGN COURSE DEVELOPMENT - District, \$274.21 Per Day, 6/02/21-8/07/21

Beaver II, George Quintero, David

GRADUATION SUPERVISION AT WARREN - Griffiths, \$37.30 Per Hour, 2020-21 School Year

Wharton, William

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

HRC PLANNING - District, \$37.30 Per Hour, 6/02/21-8/07/21

Villa, Cassandra

IEP ADMINISTRATIVE DESIGNEE - Imperial, \$58.23 Per Hour, 2020-21 School Year

Cota, Graciela

MADE READY INTERNSHIP SUMMER WORK - District, \$50.60 Per Hour, 6/02/21-8/07/21

Benedic, Angelica Ibarra-Alvarez, Clotilde

MASTER TEACHER - 2020-21 School Year

Cox-Nichols, Trisha	University of Southern	\$500.00
	California	
Ferera, Gretchen	University of Southern	\$150.00
	California	
Geffre, Barbara	University of Southern	\$500.00
	California	
King-Adamo, Jill	University of Southern	\$500.00
	California	
Lavalle, Vincent	University of Phoenix	\$480.00

PARENT MEETING - Rio Hondo, \$37.30 Per Hour, 2021-22 School Year

Garces, Jeannette Guardado, Lorena Lee, Carolina Mendenhall, Danielle Park, Kaitlyn Rocha, Alexandra

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
DDIS Criffiths 03	7 20 Des House 2020 24 Sel	hool Voor	

PBIS - Griffiths, \$37.30 Per Hour, 2020-21 School Year

Mata, Iris

PLANNING MEETING - Old River, \$37.30 Per Hour, 6/02/21-8/07/21

Atlas, Lucy King, Lisa Neill, Kirsten Roche, Kristina

PLAYOFFS - Downey

Aguiniga-Campos, Javier	Soccer Head G. Team	\$714.43
Gleason, Robert	Track Head B. Ind.	\$223.26
Gonzalez, Jesus	Baseball Team	\$357.22
Harris, Nathan	Basketball Head G. Team	\$357.22
Karzen, Micah	Tennis Head G. Team	\$178.61
McCarthy, Robert	Volleyball Head B. Team	\$178.61
Mires, Marvin	Soccer Head B. Team	\$178.61
Overgaauw, Amy	Track Head G. Team	\$357.22
Park, Byung	Tennis Head B. Team	\$178.61
Rios, Roger	Wrestling Head G. Team	\$357.22

PRESCHOOL PROGRAM SETUP - District, \$685.46 Per Diem, 6/02/21-8/07/21

Rawlings, Lisa

<u>PSYCHOLOGIST INTERN SUPERVISOR</u> – District, \$1,610.00 Per Year, 2020-21 School Year

San-Tong, Socheada 60%

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

PVWH COACH ONE DAY TRAINING - District, \$37.30 Per Hour, 2020-21 School Year

Bisorca, Emanuel

Byers, Erik

Creed, Kendra

Driscoll, Loren

Fetter, Mark

Guzik, Michael

Harney, Daniel

Konoske, Joseph

Lee, Krystal

Lopez, Daniel

Martin, Sheri

Mills, Hayden

Molletti-Bovey, Virginia

Moore, Meghan

Patterson, Leslie

Ramos, Brianna

Regan, Jennifer

Spittell, Christine

RSP CASELOAD OVERAGE - District, \$165.00 Per Student, Per Month, 2020-21 School Year

Eagen, Melanie

SENIOR CALLS HOME - Columbus, \$37.30 Per Hour, 2020-21 School Year

Simpson, Matthew Swander, William

SKILLS USA NATIONAL COMPETITION - District, \$150.00 Per Day, 6/02/21-8/07/21

Jamka, Alan

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

SKILLS USA STATE FINALS - District, \$150.00 Per Day, 2020-21 School Year

Armendariz, Cesar

Austin, William

Beaver II, George

Benedic, Angelica

Casillas, Rosa

Cordova, Ronda

Davenport, Henry

Franco, Maria

Harris, Nathan

Ibarra-Alvarez, Clotilde

Herrera, Christopher

Kendall, Kevin

Lamoureux, Marini

Linares, Trinidad

Menjivar, Frank

Merchant, Abida

Quintero, David

Storey, Danielle

Vadgama, Frida

Venegas, Alejandro

Yamasaki, Glenn

Zessau, Christian

<u>SPEECH LANGUAGE PATHOLOGIST ASSESSMENTS</u> – District, \$68.83 Per Hour, 6/02/21-8/07/21

Otero, Kara

STUDENT COUNCIL ADVISOR - Lewis, \$1,365.00 Per Year, 2020-21 School Year

Coronel, Evelyn 50% Martinez, Tracy 50%

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

SUMMER MELT - District, \$58.66 Per Hour, 6/02/21-8/07/21

Baltazar, Luz Morse, Pamela

<u>SUMMER SCHOOL ELECTIVE CURRICULUM DEVELOPMENT</u> – District, \$37.30 Per Hour, 2020-21 School Year

Cleek, Cara

SUMMER SCHOOL NURSE - District, \$58.66 Per Hour, 6/02/21-8/07/21

Alexander, Sophia Tran, Phung

SUMMER SCHOOL SLP - District, \$68.83 Per Hour, 6/02/21-8/07/21

Brewer, Grace Christian, Melissa Johnson, Lauren Musgray, Rajshree Newman, Barb Otero, Kara Puskas, Summer Roscoe, John Ross, Angela Smith, Matthew Taylor, Cinnamon

SUMMER SCHOOL SOCIAL MEDIA WEBSITE - Warren, \$37.30 Per Hour, 6/02/21-8/07/21

Willis, Monique

Employee	Assignment	Salary Rate	Service Begins
SUMMER WORK	DAYS - District, 6/02/21-8/0	7/21	
Johnson, Nanette		\$561.08 Per Die	m
Kim, Carrie		\$590.56 Per Die	m
Martinez, Glenda		\$590.56 Per Die	m
Yearsley, Julie		\$590.56 Per Die	m
SUPERVISION -	Sussman, \$32,90 Per Hour,	2020-21 School Year	
Roche, John			
SUPPORT STUDE	ENT LEARNING - Alameda,	\$37.30 Per Hour, 2020-	-21 School Year
Mendoza, Caroline Platt, Tina	Э		
TIP CONSULTING	G TEACHER - District, \$5,75	60.00 Per Year, 2021-22	School Year
Bowen, Christophe	er		
TIP PANEL MEM	BER – District, \$4,705.00 Pe	r Year, 2021-22 School	Year
Carter, Dina			
Mogan, James			
Tendler, Joey			
Tendler, Joey Wright, Julia			
Wright, Julia	ORK MEETINGS – District, 6	/02/21-8/07/21	
Wright, Julia		\$590.56 Per Die	
Wright, Julia		\$590.56 Per Die \$558.67 Per Die	∍m
Wright, Julia TIP SUMMER WO Bowen, Christoph		\$590.56 Per Die \$558.67 Per Die \$649.27 Per Die	em em
Wright, Julia TIP SUMMER WO Bowen, Christoph Carter, Dina		\$590.56 Per Die \$558.67 Per Die	em em em

Employee	Assignment	Salary Rate	Service Begins
TOSA SUMMER WORK	- District, 6/02/21-8/07/21		
Davis, Joshua McGregory, Michael Moreno, Miguel Roberson, Joshua		\$592.97 Per Diem \$561.08 Per Diem \$524.63 Per Diem \$590.56 Per Diem	
TRANSLATOR - Rio Hor	do, \$37.30 Per Hour, 2020	-21 School Year	
Lazaro, Kathryn			
TUTORING - Unsworth,	\$37.30 Per Hour, 20 20-21	School Year	
LoGrande, Jennifer			
WORKABILITY - District,	\$50.60 Per Hour, 6/02/21-	8/07/21	
Storey, Danielle			
YEARBOOK STUDENT I Year	<u> DISTRIBUTION</u> – Warren, S	\$37.30 Per Hour, 202	0-21 School
Huff, Diane			

C. Leave of Absence

Employee	From	То	Effective
Beck, Natasha	Teacher – Early Int. Alameda \$103,799	LOA – PB W/O Pay	8/09/21- 6/03/22
Carbajal-Guzman, Maribel	Teacher Downey \$96,611	AB375 – Child Bonding	8/09/21- 10/29/21
Mercure-Fitzl, Richelle	FMLA W/O Pay	LOA – PB W/O Pay	8/09/21- 6/03/22
Shimonishi, Gissella	SLP Special Education \$77,644.80	AB375 – Child Bonding	8/16/21- 11/05/21
	D. Reassignme	ents	
Employee	From	То	Effective
Blanchard, Matthew	Teacher Doty \$82,591	Teacher Griffiths \$84,757	8/09/21

Employee	From	То	Effective
Blanchard, Matthew	Teacher Doty \$82,591	Teacher Griffiths \$84,757	8/09/21
Gonzalez-Sandoval, Patricia	Director Special Education \$162,862	Director Innovative Ed. \$162,862	7/01/21
Grant, Lindsey	Teacher – Basic Skills Price \$86,946	Teacher – Basic Skills Williams \$89,116	8/09/21
Kling, Patricia	Psychologist Student Safety & Wellness \$118,366	Psychologist s Innovative Ed. \$118,366	6/01/21

D. Reassignments (cont.)

Employee	From	То	Effective
La Porta, Karlin	Teacher Specialist College & Career \$109,698	Program Admin. D.I.V.A. \$137,417	7/01/21
Lee, Carolina	Teacher Williams \$97,056	Teacher Rio Hondo \$97,056	8/09/21
Long, Claudia	FMLA W/O Pay	Teacher Unsworth \$92,712	6/01/21
Munoz, Janet	Teacher Rio San Gabriel \$73,892	Teacher Imperial \$76,058	8/09/21

E. Terminations

Employee	Assignment	Effective	Reason
BM4714844	FMLA W/O Pay	7/01/21	39-Month Re- employment List
Chiaravalloti, Susan	Teacher Adult School \$50.60 Per Hour	7/31/21	Service Retirement
Giles, Jeff	Assistant Principal Warren \$142,146	6/30/21	Voluntary Resignation
Kim, Christine	Teacher – Categorical Gallatin \$103,799	7/02/21	Voluntary Resignation

E. Terminations (cont.)

Employee	Assignment	Effective	Reason
Lizardi, Veronica	Director Innovative Education \$162,862	6/30/21	Voluntary Resignation
Maggio, Jill	Teacher Gallatin \$120,115	7/12/21	AR4145 – Early Retirement
Nelson, Jared	Teacher – CTE College & Career \$50.60 Per Hour	7/16/21	Volunta ry Resignation
Swain, Lisa	Teacher Doty \$120,115	6/02/21	Service Retirement
Villanueva, Jean	Teacher Stauffer \$78,227	6/02/21	Voluntary Resignation

A. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Coreno, Karla (Substitute)	Inter. Clerical Asst. Varies	\$19.362 hr.	06/07/21
Cortez, Lucia (Substitute)	Inter. Clerical Asst. Varies	\$19.362 hr.	05/28/21
Day, Wayne (Substitute)	Floor Maint. Worker Varies	\$20.343 hr.	06/02/21
Echiveste, Claudia (Substitute)	Inter. Clerical Asst. Varies	\$19.362 hr.	05/24/21
Fernandez, Vanessa (Substitute)	Food Service Asst. Varies	\$17.994 hr.	06/11/21
Guerrero, Jorge (Substitute)	Sr. Instructional Asst. Varies	\$17.994 hr.	06/21/21
Hernandez, Victor (Substitute)	Campus Security Asst. Varies	\$23.890 hr.	06/01/21- 07/29/21
lacovitti, Alex (Summer School)	School Based Therapist Special Education	\$30.773 hr.	06/04/21- 07/02/21
Ramirez, Veronica (Substitute)	Food Service Asst. Varies	\$18.894 hr.	06/01/21
Ramos, Genesis (Substitute)	Sr. Instruct. AsstS/MH Varies	\$22.990 hr.	06/16/21
Sanchez, Kimberly (Summer School)	School Health Tech. Special Education	\$30.012 hr.	06/07/21- 07/02/21
Villalobos, Armony (Substitute)	Attend./Records Clerk Varies	\$24.721 hr.	07/12/21- 07/15/21
Villalobos, Armony (Substitute)	School Office Manager Varies	\$27.265 hr.	06/18/21- 07/15/21

A. Employments (Temporary) (cont.)

		Salary	Service
Employee	Assignment	Rate	Begins

BUS DRIVER - Substitute, \$21.883 Per Hour, 06/04/21-07/16/21

Armstrong, Travis
Gonzales, Jr., Raymond
Jimenez, Pedro
Landeros, Maria
Lombardi, Rebecca
Lopez Ariza, Leticia
Molina Aguilar, Heide
Perez, Juana
Savala, Elizabeth

COACH - Downey High School, Not to Exceed Stipend

Hahn, Christopher	Freshman Volleyball	\$1,193.00	02/01/21-05/15/21
Puga, Jorge	Asst. Track	\$2,659.00	02/01/21-05/29/21
Villa, Uriel	Asst. Swimming	\$2,325.00	02/01/21-05/22/21
Zabala-Salazar, Vanessa	Frosh-Soph Softball	\$2,827.00	02/01/21-05/29/21

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

Rojas, Erlinda Romo Navarro, Rafael

FOOD SERVICE ASST. - Substitute, \$17.994 Per Hour, 06/01/21-07/15/21

Han, Roberta	\$18.894 hr.
Heredia, Jasmine	
Hidalgo, Sandra	\$18.894 hr.
Iriarte, Izella	
Kim, Carolina	
Kirklin, Shawn	\$18.894 hr.
Labrado, Debbie	\$18.894 hr.
Martinez, Julia	
Olsen, Theresa	
Ortiz, Ligia	\$16.362 hr.
Pop, Simona	\$18.894 hr.
Rodriguez, Teresa	
Romero, Maria	\$18.894 hr.

Employee	Assignment	Salary Rate	Service Begins
FOOD SERVICE ASST.	– Substitute, \$17.994 Per I	Hour, 06/01/21-0	07/15/21 (cont.)
Rosales, Erica Sayula, Olivia		\$17.158 hr.	
Williams, Elva		\$18.894 hr.	
INSTRUCTIONAL MEDI	A TECHNICIAN – Extra Du	ty, Doty, 06/01/2	21-07/09/21
Sanchez, Yobana Teran, Louis		\$18.883 hr. \$22.990 hr.	
INSTRUCTIONAL SERV	<u> ICES TECHNICIAN</u> – Subs	stitute, 06/14/21	-06/18/21
Lopez, Maria H. Perez, Raquel		\$28.806 hr. \$26.585 hr.	
INTERMEDIATE CLERIC	CAL ASST. – Substitute, \$2	4.139 Per Hour	, 06/15/21-07/27/21
Flores, Danielle Frontela, Martha Garduno Castaneda, Lilia	ana	\$24.739 hr.	
Guevara, Jackelyn Jimenez, Annette Monarrez, Mabel		\$21.889 hr.	06/07/21-07/31/21 06/11/21-07/27/21
Perez-Mendoza, Jessica Serrano, Tracy			06/07/21-07/02/21 06/11/21-07/27/21
Vidrio, Lorena Villegas, Sylvia		\$25.344 hr.	
SCHOOL OFFICE MANA	AGER – Extra Duty, 06/07/2	21-07/02/21	
Baldelomar, Herberth DeAnda, Diane Diaz, Dianna Macias, Hismelda	Inter. School. Off. Mgr.	\$25.950 hr. \$30.064 hr. \$24.710 hr. \$27.265 hr.	06/15/21-07/27/21 06/07/21-07/09/21
Rodriguez, Regina Sanchez, Patricia		\$28.633 hr. \$26.614 hr.	06/15/21-07/27/21

A. Employments (Temporary) (cont.)

Employee Assignment Salary Service Begins

SIGN LANGUAGE INTERPRETER - Extra Duty, \$39.277 Per Hour, 06/01/21-06/04/21

Hemenway, Lisa Lynch, Gingi Wilkenfeld, Kyla

\$37,408 hr.

SR. INSTRUCTIONAL ASST.-SIGN LANGUAGE - Extra Duty, \$22.990 Per Hour, 06/01/21-6/10/21

Mezquida, Josue Ramirez, Denise

STUDENT HELPER - Operations, \$14.000 Per Hour, 06/01/21-08/31/21

Fernandez, Isaiah Robles, Christopher SantaCruz, Juan Torrez de la O, Anthony

STUDENT SUPERVISION ASSISTANT - Substitute, \$14.000 Per Hour, 06/01/21

Medina, Ester Valdez, Rosana

SUMMER SCHOOL - Attend./Records Clerk - \$24.721 Per Hour, 06/07/21-07/15/21

Beltran Laura, Mayra Caldron, Natali

07/06/21-07/09/21

Caldron, Natali Moya, Griselda Ramirez, Andrea

\$19.388 hr.

SUMMER SCHOOL - Bus Driver - \$26.591 Per Hour, 06/04/21-08/08/21

Alva, Antonio Barrera, Lorena Castillo, Cindy Chavez, Ruth Cisneros, Juana Devone-Huerta, Diane

A. Employments (Temporary) (cont.)

		Salary	Service
Employee	Assignment	Rate	Begins

SUMMER SCHOOL - Bus Driver - \$26.591 Per Hour, 06/04/21-08/08/21 (cont.)

Estrada, Loyjean
Garcia, Marcela
Gonzalez, Eduardo
Jarquin, Sandra
McCoy, Stephanie
Montalvo, Tina
Noel, Eric
Ortiz, Sergio
Peniche, Gabriel
Perez, Kimberly
Rivera, Wilver

Rodriguez Marquez, Jorge

Salcido, Angie

\$22,950 hr.

SUMMER SCHOOL - Campus Security Asst. - \$23.539 Per Hour, 06/07/21-07/15/21

Andreasen, Jack Blanco-Rivera, Diego \$24.715 hr. Bromley, Quint \$24.715 hr. Gonzales, Samantha 06/07/21-07/09/21 Ibarra, Javier 06/07/21-07/09/21 Lewis, Tarah 06/07/21-07/09/21 Lopez, Michael Moncada, Lorena \$24.715 hr. 06/07/21-07/09/21 Ortiz, Jesus Ponce, Katherine \$24.715 hr. Sanchez, Miguel 06/07/21-07/09/21 Schaffer, Karen \$24.715 hr. Verduzco, Gerardo \$19.338 hr. 06/07/21-07/09/21

SUMMER SCHOOL - Food Service Assistant - \$18.894 Per Hour

Alameda - 06/07/21-07/02/21

Ibarra, Isela

Kim, Carolina \$17.994 hr. Reyes Raygoza, Lupita \$17.994 hr.

Rios, Carla

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL - Foo	od Service Assistant - \$18.8	394 Per Hour (cont.)	
<u>Alameda – 06/07/21-07/02</u> Smith, Sherri	2/21 (cont.)	\$17.994 hr.	
Story, Tanya		\$17.994 hr.	
Columbus High - 06/07/2	1–07/15/21		
Cerda, Maria Olsen, Theresa		\$17.994 hr. \$17.994 hr.	
Downey High - 06/07/21-0	07/15/21		
Chaidez, Janet Garcia, Martha	.,,	\$17.994 hr.	
Guzman, Elsa		\$17.994 hr.	
Han, Roberta Rodriguez, Teresa Vega-Ramirez, Remedios		\$17.994 hr.	
Vega Rodriguez, Mirna			
Food Service Dept 06/0 Chavez, Linda Montanez, Tania	07/21-07/15/21, As needed	\$17.994 hr.	
Gauldin – 06/07/21-07/02/ Araujo, Annette Cabrera, Debbie Pop, Simona Ramirez, Veronica	/21	\$17.994 hr. \$17.994 hr.	
Griffiths – 06/07/21-07/09/ Casillas, Alejandra Juarez, Erendira Kirklin, Shawn	21		
Lewis - 06/07/21-07/02/27 Fernandez, Rosa Gonzalez, Celia Martinez, Anna Nunez, Bertha	1	\$17.158 hr.	

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL -	- Food Service Assistant -	\$18.894 Per Hour ((cont.)
Rio Hondo – 06/07/21 Chavez, Linda Flores, Maria I. Granados, Magdalena Guzman, Crystal Ortiz, Ligia		\$17.994 hr. \$16.362 hr.	
Stauffer - 06/07/21-07 Lucas, Robin Marquez, Rosalba Martinez, Brenda Rosas, Claudia Sepulveda, Patricia	7/09/21	\$17.158 hr. \$17.994 hr. \$16.362 hr. \$17.158 hr. \$17.994 hr.	
Unsworth - 06/07/21- Hidalgo, Sandra Lozano, Aurora Martinez, Julia Martinez, Pearl Quesada, Kathleen Sanchez, Lorena	07/02/21	\$17.994 hr. \$16.362 hr. \$17.994 hr. \$17.994 hr.	
Warren – 06/07/21-07 Fernandez, Vanessa Heredia, Jasmine Iriarte, Izella Kirklin, Shawn Labrado, Debbie Williams, Elva	/15/21	\$17.994 hr \$17.994 hr	
SUMMER SCHOOL - Ayala, Priscilla Barragan, Maria Dalka, Roseli Duron, Hilda Garcia, Monique	Food Service Supv. I - \$2	5.460 Per Hour, 06	/07/21-07/15/21 06/07/21-07/02/21 06/07/21-07/09/21 06/07/21-07/09/21

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL – (cont.)	Food Service Supv. I - \$25.46	60 Per Hour, 06	/07/21-07/15/21
Henley, Felicia Kline, Tracy Martinez, Alejandra Ortiz, Nora Robles Flores, Karla			06/07/21-07/02/21 06/07/21-07/02/21
Smith, Desiree Velazquez, Sandra			06/07/21-07/02/21 06/07/21-07/02/21
SUMMER SCHOOL -	Instructional Media Tech \$1	8.883 Per Hour	r, 06/01/21-07/02/21
Bejines, Brittany Calderon, Veronica Corapi, Lynne De Rivera, Royce Lorenzetti, Joseph		\$19.875 hr. \$20.844 hr.	06/01/21-07/09/21
Luis-Mendez, Angelica Mendoza, Hector Spicer, Lienell E. Volivitch, Jeffrey		\$22.990 hr. \$22.990 hr.	06/01/21-07/09/21 06/01/21-07/09/21
SUMMER SCHOOL - I	Intermediate Clerical Asst \$2	24.139 Per Hour	, 06/07/21-07/09/21
Beltran Laura, Mayra Garcia, Irene Jimenez, Annete		\$25.344 hr.	07/06/21-07/09/21
Mendoza, Maryanna Ruano, Maria Salceda, Maria		\$21.889 hr. \$21.364 hr. \$25.344 hr.	06/07/21-07/15/21 06/07/21-07/15/21
SUMMER SCHOOL - Intermediate School Office Mgr 06/07/21-07/09/21			
Carrizo, Lisa Rico, Cynthia Sanchez, Alondra		\$28.627 hr. \$27.958 hr. \$24.721 hr.	

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL -	Registered Behavior Tec	<u>ch.</u> - \$29.308 Per Hour	, 06/01/21-07/02/21
Aguilar, Valeria Bessler-Smith, Kanoa			
Gomez, Roland Gutierrez, Lindsey Madrigal, Vanessa			06/01/21-07/15/21 06/01/21-07/15/21
Taylor, Samantha			06/01/21-07/15/21
SUMMER SCHOOL -	School Office Mgr \$23	3.539 Per Hour, 06/07/	/21-07/02/21
Aguilar, Rosangela Lopez Hernandez, Lai Smith, Christian	ura	\$27.958 hr.	
SUMMER SCHOOL -	Sr. Instructional Assista	<u>nt</u> - \$22.967 per hour	
Alameda – 06/04/202 ⁻ Alcazar, Maribel Blanck, Olivia Eidinger, Kelle Fleer, Wendi	1-07/02/2021		
Juarez, Amanda Moore, Nickie Ramirez, Esther		\$20.844 hr. \$21.871 hr.	
Romero, Leticia Schlittenhart, Patricia Tovar Garza, Linda		\$20.844 hr. \$21.871 hr.	
Columbus High – 06/0 Craft, Shelly Hughley, Kevin	1/21-07/15/21	\$21.871 hr.	
Martinez, Alma		\$21.871 hr.	

<u>Deaf-Hard of Hearing</u> – 06/01/21-07/02/21 Alvarez, Saidie

Luevano, Regina Peck, Mary Tolbert, Mignon

06/01/21-07/15/21

06/01/21-07/09/21

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL -	Sr. Instructional Assista	<u>ant</u> - \$22.967 per hour	
Doty - 06/01/21-07/09	9/21		
Arias, Patricia Gutierrez, Annette		\$21.871 hr.	
Valenzuela, Norma		\$21.871 hr.	
Downey High - 06/01	/21-07/15/21		
Asher, Susan Colon, Angelita			
Desisto, Michelle			
Estrada, Ariel Huerta, Isabelle		\$19.875 hr.	
luffredo, Kelly		\$20.844 hr.	
Mercurio, Debra Rodriguez, Jeannette			
Vasquez, Mariah		\$21.871 hr.	
Griffiths - 06/01/21-07 Henritze, Cecilia	7/09/21		
Stauffer - 06/01/21-07	7/09/21		
Neist, Kelly		\$21.871 hr.	
<u>Sussman</u> – 06/01/21-0	07/09/21		
Alvarado, Helen Topete, Maria		\$21.871 hr.	
Warren High - 06/01/2	21-07/15/21		
Graff, Sheri	21 07/10/21		
Perez, Roxanne Torres, Gabriel		\$21.871 hr. \$18.883 hr.	
Waites, Catherine		\$20.844 hr.	
Walker-Nipp, Debra			

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL -	- Sr. Instructional Assista	ınt-Behavior - \$22.990 p	er hour
Alameda – 06/04/21-	07/02/21	000 0444	
Aguilar, Alexxis		\$20.844 hr.	
Aguilar, Monica		\$24.139 hr.	
Alejo, Jessica	onioso		
Alvarado Cisneros, D	enisse	004 100 h	
Amaya, Janet		\$24.139 hr.	
Anguiano, Evangelina Angulo, Angelica	1	\$20.844 hr.	
Arevalo, Norma			
Bautista, Rosana		\$21.871 hr.	
Bell, Rebecca		\$24.139 hr	
Briones Urrea, Jennif	er	\$19.875 hr.	
Calderon, Hernan	01	\$20.844 hr.	
Carrillo, Patricia		Ψ20.044 111.	
Castellanos, Kimberly	/	\$21.871 hr.	
Chavez, Julia		\$20.844 hr.	
Cortez, Jissela		4_0.0.1.1	
Cortez, Richard			
Cuadros, Leslie		\$20.844 hr.	
Espinoza Ochoa, Gis	selle		
Garcia, Andrew			
Garcia, Jessica			
Gomez, Cindy			
Gonzalez, Vanessa		\$20.844 hr.	
Guerrero, Cynthia		\$21.871 hr.	
Gutierrez, Bianca			
Herbert, Tiara		\$20.844 hr.	
Hernandez, Bianca		\$21.871 hr.	
Hernandez, Carolina		\$20.844 hr	
Hernandez Gonzalez	, Jose	000 0441	
Jake, Jasmine		\$20.844 hr.	
Juarez, Luke		\$18.883 hr.	
Kannab, Jiana			
Lopez, Gloria		¢10 975 hr	
Lopez, Kessia		\$19.875 hr.	
Mendez, Rene		\$18.883 hr.	
Pacheco, Lucy			

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL -	- Sr. Instructional Assistar	<u>nt-Behavior</u> - \$22.990 բ	per hour (cont.)
Alameda - 06/04/21-0 Padilla, Cynthia Ramos, Ariel			(*****)
Reyes, Lisa Rodriguez, Lucia Rodriguez, Sally Romero, Florence Sanchez, Guadalupe		\$20.844 hr. \$20.844 hr.	
Shepherd, Tania Smith, Vanessa Terry, Mikesha Valenzuela, Griselda		\$21.871 hr.	
Williams, Alicia Woods King, Samanth Yerena, Edith Zarate, Jacqueline	na	\$20.844 hr. \$20.844 hr.	
Columbus High - 06/0	01/21-07/15/21		
Alexander, Paula Dolmos, Lenin Duenas, Mauricio		\$24.139 hr.	
Garcia, Isabelle Hernandez, Alejandro Lopez, Elisa		\$24.139 hr.	
McFadyen, Laura Quezada, Irene Rodriguez, Stephanie		\$21.871 hr.	
Rojas, Adriana		\$21.871 hr.	
Downey High – 06/01/ Alcantara, Kathryn Buzzeo, Martin Carbajal, Roxana Carrasco, Leticia Frausto, Elia Mendez, Maria	/21-07/15/21	\$21.871 hr. \$21.871 hr.	

Employee	Assignment	Salary Rate	Service Begins
SUMMER SCHOOL -	Sr. Instructional Assista	<u>nt-Behavior</u> - \$22.990 p	er hour (cont.)
Downey High – 06/01/2 Minnig, Janet Perez, Aurelia Plascencia, Sebrina Vasquez, Tracy	21-07/15/21 (cont.)	\$24.139 hr. \$24.139 hr. \$20.844 hr.	
<u>Griffiths</u> – 06/01/21-07/ Huerta Lopez, Abigail	09/21	\$20.844 hr.	
Stauffer – 06/01/21-07/ Anderson, Carnel Garcia, Griselda Gurrola, Angelina Hoodye, Christopher Land, Andrea Long, Jacqueline Mendoza-Franco, Marc Pardo, Beyali Tapia, Carlos		\$21.871 hr. \$21.871 hr. \$21.871 hr.	
<u>Sussman</u> – 06/01/21-0 ⁻ Picazzo, Evelyn	7/09/21		
Rodriguez Sotomayor, Unsworth – 06/01/21-0		\$20.844 hr.	
Avila, Maria J. Moreno, Jasmin	1702/21	\$20.844 hr.	
Warren High – 06/01/2 Baltierrez, Leonardo Dolmos Chavez, Lizette Dudgeon, Patricia Flores, Dianna Flores, Raquel Lara, Cynthia Lozano, Ruth Magana, Oscar		\$21.871 hr. \$20.844 hr. \$21.871 hr. \$21.871 hr.	

A. Employments (Temporary) (cont.)

		Salary	Service	
Employee	Assignment	Rate	Begins	

SUMMER SCHOOL - Sr. Instructional Assistant-Behavior - \$22.990 per hour (cont.)

Warren High - 06/01/21-07/15/21 (cont.)

Perez, Evelyn Rebollo, Oralia Trammell, Charles Verdugo, Ashlee

SUMMER SCHOOL - Senior Instructional Assistant-Medical - \$22.990 Per Hour

Alameda - 06/04/21-07/02/21

Hurtado, April \$21.871 hr.

Lara, Mirta Lopez, Nancy Nocon, Gelli Perez, Claudia Raymundo, Leticia Robinson, Darryl N.

Columbus High - 06/01/21-07/15/21

Espinosa, Claudette Shilling, Tamara Torrez, Gresselda

Torrez, Greaselda \$24.139 hr.

Woodcock, Deborah

Downey High - 06/01/21-07/15/21

Ayestas, Rosa Barnett, Joyce

Edrial, Jonathan \$24.139 hr.

Garza, Joseph

Johnson, Michelle \$21.871 hr.

Griffiths - 06/01/21-07/09/21

James, Brittney Orozco, Victoria Padilla, Iris Trevizo, Lorraine

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins		
SUMMER SCHOOL - Senior Instructional Assistant-Medical - \$22.990 Per Hour (cont.)					
<u>Lewis</u> – 06/01/21-07/02/2 Vazquez, Guadalupe	21	\$21.871 hr.			
Stauffer - 06/01/21-07/0 Aguirre, Delia	9/21	\$24.139 hr.			
Sussman - 06/01/21-07/ Lara, Vanessa	09/21				
<u>Warren High</u> – 06/01/21- Roberson, Lisa Tapia, Kuenia	07/15/21	\$21.871 hr.			
	SUMMER SCHOOL – Senior Instructional Assistant-Sign Language - \$22.990 Per Hour				
Deaf-Hard of Hearing - 0	06/01/21-07/15/21				
Aloway, Mario		\$24.139 hr.			
Duperron Flores, Diana		\$24.139 hr.	06/01/21-07/02/21		
Freeman, Glynette		\$24.139 hr.	06/01/21-07/02/21		
Fuentes, Efrain			06/01/21-07/02/21		
Garcia, Michelle		\$19.875 hr.	06/01/21-07/09/21		
Hernandez, Michelle		4044004	06/01/21-07/09/21		
Herrera, Valerie		\$24.139 hr.	06/01/21-07/02/21		
Jackson, Iris		\$24.139 hr.	00/07/04 07/00/04		
Jaco, Mirna O'Haver, Patricia		\$18.883 hr.	06/07/21-07/02/21		
Pena, Maria		\$24.139 hr.	06/01/21-07/16/21		
Requena, Jr., Fernando		\$18.883 hr.	06/07/21-07/16/21		
Santana, Anna		φ 10.003 111.	00/01/21-01/02/21		
Thompson, Nakia					
Villaluz, Mahogany		\$20.844 hr.			

<u>SUMMER SCHOOL – Sign Language Interpreter</u> - \$37.408 Per Hour

Deaf-Hard of Hearing - 06/01/21-07/15/21

Alba, Jennifer Arnold, Sandra Arvizu, Veronica

Employee	Assignment	Salary Rate	Service Begins	
SUMMER SCHOOL - Sign Language Interpreter - \$37.408 Per Hour (cont.)				
<u>Deaf-Hard of Hearing</u> – (Balbirnie, Lisa Chapman, Lisa	06/01/21-07/15/21 (cont.)		06/01/21-07/09/21 06/01/21-07/09/21	
Crerie, Mykel Hemenway, Lisa Huante, Eduardo		\$39.277 hr.	00/01/21-07/09/21	
Jeffers, Sara Johnson, Wendy Lynch, Gingi Myers, Carol Nieves, Laura Romero, Salvador Wilkenfeld, Kyla		\$39.277 hr. \$39.277 hr. \$39.277 hr.	06/01/21-07/02/21	
SUMMER SCHOOL – S 07/02/21	peech/Lang. Pathology A	<u>sst.</u> - \$34.783 Per	Hour, 06/04/21-	
Duprey, Judith Florendo, Maria Karli, Susan		\$31.512 hr.	06/04/21-07/09/21	
Walsh, Mary		\$36.519 hr.	06/04/21-07/15/21	
SUMMER SCHOOL - S	tudent Supervision Asst.	- \$14.000 Per Hou	ır, 06/07/21-07/02/21	
Corona, Rosa Delgado, Maria Kostanian, George Macias, Fabiola Ramirez, Priscilla Rodriguez, Lourdes Sy, Kimberly Todd, Nancy				

B. Change of Assignment

Employee	From:	То:	Effective
Gary, Jeremiah (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Lead Custodian Operations \$4,561.00 mo. (100%)	06/01/21- 08/02/21
Gonzalez, Jr., J. Felix (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Floor Maint. Worker Operations \$4,283.00 mo. (100%)	06/02/21- 08/02/21
Gonzalez, Robert (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Floor Maint. Worker Operations \$4,283.00 mo. (100%)	06/02/21- 08/02/21
Israwi, Tarek (Promotion) (Rpl. A. Black)	Network Admin. \$9,649.00 mo. Tech. & SIS (100%)	Asst. Dir., Tech. & SIS \$10,630.00 mo. Tech. & SIS (100%)	06/15/21
Melgarejo, Valeriano (Working out of class for regular employee)	Groundskeeper Operations \$4,172.00 mo. (100%)	Water Utilities Worker Maintenance \$4,957.00 mo. (100%)	07/06/21- TBD
Payan, Adriana (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Lead Custodian Operations \$4,500.00 mo. (100%)	06/01/21- 08/02/21
Reynoso, Maria (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Lead Custodian Operations \$4,500.00 mo. (100%)	06/01/21- 08/02/21
Simpson, Jr., Ronald (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Floor Maint. Worker Operations \$4,283.00 mo. (100%)	06/02/21- 08/02/21

B. Change of Assignment

Employee	From:	To:	Effective	
Velazquez, Moises (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Floor Maint. Worker Operations \$4,283.00 mo. (100%)	06/02/21- 08/02/21	
Williams, Christopher (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Lead Custodian Operations \$4,500.00 mo. (100%)	06/01/21- 08/02/21	
Zapata, Mercedes (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Lead Custodian Operations \$4,500.00 mo. (100%)	06/01/21- 08/02/21	
C. Leaves of Absence				
Employee	Assignment	Effective	Reason	
Leauanae, Zunilda	ASB Accounting Tech. Warren High	06/12/21- 07/07/21	FMLA	
Martin, Jessica	Secretary Downey High	06/07/21- 06/14/21	FMLA	
D. Terminations				
Employee	Assignment	Effective	Reason	
Lorenzetti, Joseph	Instructional Media Ted Lewis	ch. 07/10/21	Voluntary Resignation	



II. 80. AUTHORIZE the approval of the Committee on Assignments to approve teaching assignments based on special skills and preparation for a maximum of one school year at a time, for the 2021-22 school year, pursuant to Education Code Section 44258.7 (c) & (d).

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

July 15, 2021

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT:

PERIOD AUTHORIZATION BY COMMITTEE ON ASSIGNMENTS FOR

THE 2021-2022 SCHOOL YEAR [Ed Code 44258.7 (c) & (d)]

ACTION ITEM

In accordance with Education Code Section 44258.7 (c) & (d), a full-time teacher with special skills and preparation outside his or her credential authorization may be assigned to teach in the area of his or her special skills.

Section 44258.7 (c) & (d) reads as follows:

- (c) A teacher employed on a full-time basis who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach in the area of such special skills or preparation provided that the assignment is first approved by a committee on assignments.
- (d) Assignments approved by the committee on assignments shall be for a maximum of one school year, but may be extended by action of the committee upon application by the school site administrator and the affected teacher. All initial assignments and extensions shall be approved prior to the beginning of the semester in which the assignment is to take place.

Criteria for determining teachers' qualifications are:

- College coursework and/or certificate of competence.
- 2. Relevant practical on the job experience; relevant volunteer experience.
- Relevant professional growth activities/experience.
- Relevant/related experience in a specific area: e.g. sports, art.
- 5. Previous successful teaching experience in the specific area.

The Committee on Assignments has approved the following teachers to teach in their specialty area:

Doty Middle School

Becker, Robert E. Video Production, PLTW, Gateway to

Technology

Stauffer Middle School

Pyle, Andrea Video Production

Sussman Middle School

Han, Esther American Sign Language

Santos, Alejandro Flight & Space Schmaltz, Jeffrey Broadcasting

Sun, Charlene Design & modeling, Automation & Robotics, Gateway to Technology, Competitive Robotics

Downey High School

McFadyen, Ian PE-Soccer Mires, Marvin PE-LaCrosse Williams, Jack PE-Football

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the approval of the Committee on Assignments to approve teaching assignments based on special skills and preparation for a maximum of one school year at a time, for the 2021-22 school year, pursuant to Education Code Section 44258.7 (c) & (d).



II. 81. RATIFY the establishment of two new limited-term positions with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual, assigned to the Innovative Educational Programs department, seven hours per week, at range 415, \$3,356 - \$4,084 per month, effective June 15, 2021 through July 30, 2021.

Supporting Documents



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

DATE: July 15, 2021

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

FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF TWO NEW LIMITED-TERM POSITIONS

(INTERMEDIATE CLERICAL ASSISTANT-BILINGUAL)

ACTION ITEM

We have received a request from Veronica Lizardi, Director, Innovative Educational Programs, to establish two new limited-term positions with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual. These new positions are being created to provide ELPAC testing of students for the EL program.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of two new limited-term positions with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual, assigned to the Innovative Educational Programs department, seven hours per week, at range 415, \$3,356 - \$4,084 per month, effective June 15, 2021 through July 30, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of two new limited-term positions with duties corresponding to the current classification of Intermediate Clerical Assistant-Bilingual, assigned to the Innovative Educational Programs department, seven hours per week, at range 415, \$3,356 - \$4,084 per month, effective June 15, 2021 through July 30, 2021.



II. 82. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Sussman Middle School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective Augsut 10, 2021.

Supporting Documents



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

DATE:

July 15, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT-BEHAVIOR)

ACTION ITEM

We have received a request from Tamara Quinn, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior. This new position is being created to support the special needs of a student at Sussman Middle School per the students IEP.

Therefore, it is recommended that the Board of Education be requested to approve the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Sussman Middle School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 10, 2021.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior. assigned to Sussman Middle School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 10, 2021.



II. 83. APPROVE the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Medical, assigned to Lewis Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 10, 2021.

Supporting Documents



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

DATE:

July 15, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF TWO NEW POSITIONS (SENIOR INSTRUCTIONAL

ASSISTANT-MEDICAL)

ACTION ITEM

We have received a request from Tamara Quinn, Program Administrator, Special Education, to establish two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Medical. These new positions are being created to support the special medical needs of two new students at Lewis Elementary School per the students IEP's.

Therefore, it is recommended that the Board of Education be requested to approve the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Medical, assigned to Lewis Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 10, 2021.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Medical. assigned to Lewis Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 10, 2021.



III. 1. ADOPT Resolution No. 202122-01, in recognition of Juneteenth.



Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Resolution No. 202122-01

JUNETEENTH

WHEREAS, On June 19, 1865, the announcement was made that tens of thousands of African Americans in Texas had been emancipated, closing the door on one of the last chapters of slavery in the United Sates; and

WHEREAS, the announcement, made by Major General Gordon Granger in Galveston, Texas, came two-and-a-half years after President Lincoln's Emancipation Proclamation that freed slaves in Confederate states; however, since that proclamation was made during the Civil War, it was ignored by Confederate states and it wasn't until the end of the war that the executive order was enforced in the South; and

WHEREAS, the day's name is a combination of "June" and "nineteenth" in honor of the date of the announcement; it is also known as African American Freedom Day or Emancipation Day; and

WHEREAS, Texas celebrated Juneteenth beginning in 1866 with community centric events, including historical and cultural readings and musical performances; and over time communities nationwide have developed their own traditions and celebrations; it is now recognized as a state holiday or special day of observance in 45 states; and

WHEREAS, Juneteenth is a time for us to celebrate Black American history and culture and reflect on our nation's legacy of slavery and its impact on Black Americans, as well as institutional and structural racism; and

WHEREAS, the Downey Unified School District is committed to valuing diversity and believes deeply that equity, respect and justice are central to the character of who we are, to the health of our democracy and to the well-being of our world; and

NOW THEREFORE BE IT RESOLVED, that the Downey Unified School District Board of Education hereby declares June 19 as Juneteenth and encourages education communities to observe this day yearly with appropriate programs and activities that generate in-depth discussions and understanding of the history of emancipation of African Americans and their extraordinary contributions in advocating for social justice and racial equity; and to provide instructional resources and promising practices throughout the year to make a significant impact on the lives and futures of Black American students.

ADOPTED by the Governing Board this 15th day of July, 2021.

BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT

D.	Mark Morris,	President	



III. 2. REVIEW proposed changes to Administrative Regulation 2105, Attendance Boundaries.



Supporting Documents



STUDENTS

ATTENDANCE BOUNDARIES

AR 2105

Students living within the following attendance boundaries shall be enrolled in the specified school.

ALAMEDA ELEMENTARY SCHOOL, 8613 ALAMEDA STREET, 90242

GRADES TK-5

Beginning at Downey Avenue and Firestone Boulevard.

South on Downey Avenue to Imperial Highway.

East on Imperial Highway to Columbia Way.

North on Columbia Way to Lakewood Boulevard.

North on Lakewood Boulevard to Stewart and Gray Road.

East on Stewart and Gray Road to Bellflower Boulevard.

North on Bellflower Boulevard to Lakewood Boulevard.

North on Lakewood Boulevard to Firestone Boulevard.

West on Firestone Boulevard to Downey Avenue.

CARPENTER G.L.A.D. Dual Immersion Program ELEMENTARY SCHOOL, 9439 FOSTER ROAD, 90242

Specialized Program - by application only.

GALLATIN ELEMENTARY SCHOOL, 9513 BROOKSHIRE AVENUE, 90240

Beginning at the I-5 Freeway and Paramount Boulevard.

South on Paramount Boulevard to Florence Avenue.

East on Florence Avenue to Downey Avenue.

South on Downey Avenue to Firestone Boulevard.

East on Firestone Boulevard to Lakewood Boulevard.

North on Lakewood Boulevard to the I-5 Freeway.

West on the I-5 Freeway to Paramount Boulevard.

GAULDIN ELEMENTARY SCHOOL, 9724 SPRY STREET, 90242

Beginning at Firestone Boulevard and Lakewood Boulevard.

South on Lakewood Boulevard to Bellflower Boulevard.

South on Bellflower Boulevard to Stewart and Gray Road.

West on Stewart and Gray Road to Lakewood Boulevard.

South on Lakewood Boulevard to Columbia Way.

South on Columbia Way to Imperial Highway.

East on Imperial Highway to San Gabriel River (District Boundary).

North on District boundary to Firestone Boulevard.

West on Firestone Boulevard to Lakewood Boulevard.

STUDENTS

ATTENDANCE BOUNDARIES - continued

AR 2105

IMPERIAL ELEMENTARY SCHOOL, 8133 IMPERIAL HIGHWAY, 90242

GRADES TK-3 ONLY

Beginning at Firestone Boulevard and Paramount Boulevard. South on Paramount Boulevard to a point south of Quill Drive.

West on a line south of Quill Drive to end of Quill Drive.

West on a line to intersection of Glady & Karmont.

West on a line south of Glady to the westerly District boundary.

South on the westerly District boundary to Gardendale Street.

East on Gardendale Street to Downey Avenue. mid-point of Imperial Highway.

East on mid-point of Imperial Highway to Rives Ave.

South on Rives Avenue extended to Consuelo Street.

East on Consuelo Street to Paramount Boulevard.

South on Paramount Boulevard to Gardendale Street.

East on Gardendale Street to Downey Avenue.

North on Downey Avenue to Firestone Boulevard.

West on Firestone Boulevard to Paramount Boulevard.

LEWIS ELEMENTARY SCHOOL, 13220 BELLFLOWER BOULEVARD, 90242

GRADES TK-5 AREA

The area bounded by Imperial Highway on the north, Columbia Way on the west, the District boundary on the east, and a southern boundary of Foster between

Columbia Way and Bellflower Blvd. then south to the District boundary.

Beginning on Lakewood Blvd. and Imperial Hwy.

East on Imperial Hwy, to easterly district boundary.

South on district boundary to Foster Road.

West on Foster Road to Woodruff Avenue.

South on Woodruff Ave. to southern district boundary.

On southern district boundary West to Lakewood Blvd.

North on Lakewood Blvd. to Imperial Hwy.

OLD RIVER ELEMENTARY SCHOOL, 11995 OLD RIVER SCHOOL ROAD, 90242

GRADES 4-5 ONLY

(Williams Elementary Area)

Beginning at Firestone Boulevard and the Rio Hondo River.

East on Firestone Boulevard to Paramount Boulevard.

South on Paramount Boulevard to a point dividing Quill Drive.

West on a line dividing Quill Drive to the end of Quill Drive.

West on a line to the intersection of Garfield and Glady and Karmont.

West on a line south of Glady to the westerly District boundary.

North on the westerly District boundary to Firestone Boulevard.

STUDENTS

ATTENDANCE BOUNDARIES - continued

AR 2105

OLD RIVER ELEMENTARY SCHOOL, 11995 OLD RIVER SCHOOL ROAD, 90242 - continued (Imperial Elementary Area)

Beginning at Firestone Boulevard and Paramount Boulevard.

South on Paramount Boulevard to a point south of Quill Drive.

West on a line south of Quill Drive to the end of Quill Drive.

West on a line to the intersection of Glady & Karmont.

West on line south of Glady to the westerly District boundary.

South on the westerly District boundary to Gardendale Street.

East on Gardendale Street to Downey Avenue, mid-point of Imperial Highway

East on mid-point of Imperial Highway to Rives Avenue.

South on Rives Avenue extended to Consuelo Street.

East on Consuelo Street to Paramount Boulevard.

South on Paramount Boulevard to Gardendale Street.

East on Gardendale Street to Downey Avenue.

North on Downey Avenue to Firestone Boulevard.

West on Firestone Boulevard to Paramount Boulevard.

PRICE ELEMENTARY SCHOOL, 9525 TWEEDY LANE, 90240

Beginning at the Rio Hondo Channel and the I-5 Freeway.

South along the westerly District boundary to Clara Street.

The following Bell Gardens' addresses are in the Price Elementary attendance area:

Clara 6456 - 6730

Gallant 6416 - 6456 and 6437 - 6461

Gotham 6359 - 6379 Park Lane 8011 - 8035 Ramish 7700 - 7799 Scout 7700 - 8099

North on Rio Hondo Channel to Florence Avenue.

East on Florence Avenue to Paramount Boulevard.

North on Paramount Boulevard to the I-5 Freeway.

West along the I-5 Freeway to the point of beginning.

RIO HONDO ELEMENTARY SCHOOL, 7731 MULLER STREET, 90241

Beginning at Florence Avenue and the Rio Hondo Channel.

South along Rio Hondo Channel and District boundary to Firestone Boulevard.

East on Firestone Boulevard to Downey Avenue.

North on Downey Avenue to Florence Avenue.

West on Florence Avenue to Rio Hondo River.

RIO SAN GABRIEL ELEMENTARY SCHOOL, 9338 GOTHAM STREET, 90241

Beginning at the I-5 Freeway and Lakewood Boulevard.

South on Lakewood Boulevard to Firestone Boulevard.

East on Firestone Boulevard to Rio San Gabriel River (District boundary).

North on District boundary to the I-5 Freeway.

West on I-5 Freeway to Lakewood Boulevard.

STUDENTS

ATTENDANCE BOUNDARIES - continued

AR 2105

UNSWORTH ELEMENTARY SCHOOL, 9001 LINDSEY AVENUE, 90240

Beginning at the Rio Hondo Channel and Telegraph Road.
South along westerly District boundary to the I-5 Freeway.
East along the I-5 Freeway to the Rio San Gabriel River (District boundary).
North on District Boundary to Telegraph Road.
West on Telegraph Road to Rio Hondo Channel.

WARD ELEMENTARY SCHOOL, 8851 ADOREE STREET, 90242

GRADES TK-5

Beginning at Imperial Highway and Downey Avenue. South on Downey Avenue to Gardendale Street. East on Gardendale Street to west city boundary of Downey.

South on city boundary (a line dissecting Grant Avenue) to Century Blvd.

East on Century Boulevard to Lakewood Boulevard.

North on Lakewood Boulevard to Imperial Highway.

West on Imperial Highway to Downey Avenue.

On the East - Rives Avenue extended to Consuelo Street, east on Consuelo Street to Paramount Boulevard, south on Paramount Boulevard to Gardendale Avenue.

On the South - District boundary.

On the West - District boundary.

On the North - Beginning at Rives Avenue and Imperial Highway. West along a line dividing Imperial Highway to the westerly District boundary.

WILLIAMS ELEMENTARY SCHOOL, 7530 ARNETT STREET, 90241

GRADES TK-3 ONLY

Beginning at Firestone Boulevard and the Rio Hondo River.

East on Firestone Boulevard to Paramount Boulevard.

South on Paramount Boulevard to a point dividing Quill Drive.

West on a line dividing Quill Drive to the end of Quill Drive.

West on a line to the intersection of Garfield Avenue and Glady and Karmont.

West on a line south of Glady to the westerly District boundary.

North on the westerly District boundary to Firestone Boulevard.

STUDENTS

ATTENDANCE BOUNDARIES - continued

AR 2105

DOTY MIDDLE SCHOOL, 10301 WOODRUFF AVENUE, 90241

Beginning at Telegraph Road and Lakewood Boulevard. South on Lakewood Boulevard to Gallatin Road. West on Gallatin Road to Brookshire Avenue. South on Brookshire Avenue to Florence Avenue. West on Florence Avenue to Downey Avenue. South on Downey Avenue to Firestone Boulevard. East on Firestone Boulevard to Lakewood Boulevard. South on Lakewood Boulevard to Stewart and Gray Road. West on Stewart and Gray Road to Lakewood Boulevard. South on Lakewood Boulevard to Columbia Way. South on Columbia Way to Imperial Highway. East on Imperial Highway to easterly District boundary. North on District boundary to Telegraph Road. West on Telegraph Road to point of beginning.

GRIFFITHS MIDDLE SCHOOL, 9633 TWEEDY LANE, 90240

Beginning at the westerly District boundary and Telegraph Road.
South along the westerly District boundary to Firestone Boulevard.
East on Firestone Boulevard to Downey Avenue.
North on Downey Avenue to Florence Avenue.
East on Florence Avenue to Brookshire Avenue.
North on Brookshire Avenue to Gallatin Road.
East on Gallatin Road to Lakewood Boulevard.
North on Lakewood Boulevard to Telegraph Road.
West on Telegraph Road to point of beginning.

STAUFFER MIDDLE SCHOOL, 11985 OLD RIVER SCHOOL ROAD, 90242

Beginning at Firestone Boulevard and the westerly District boundary. South along the westerly District boundary to the southerly District boundary (Gardendale Street).

East on Gardendale Street to Downey Avenue.

North on Downey Avenue to Firestone Boulevard.

West on Firestone Boulevard to westerly District boundary line.

STUDENTS

ATTENDANCE BOUNDARIES - continued

AR 2105

SUSSMAN MIDDLE SCHOOL, 12500 BIRCHDALE AVENUE, 90242

Beginning at Firestone Boulevard and Downey Avenue. South on Downey Avenue to Gardendale Street. East on Gardendale Street to west city boundary of Downey. South on city boundary (a line dissecting Grant Avenue) to Century Blvd. East on the southerly District boundary to Lakewood Boulevard. North on Lakewood Boulevard to southerly District boundary. East on the southerly District boundary to Woodruff Avenue. North on Woodruff Avenue to southerly District boundary. East on southerly District boundary to easterly District boundary. North on easterly District boundary to Imperial Highway. West on Imperial Highway to Columbia Way. North on Columbia Way to Lakewood Boulevard. North on Lakewood Boulevard to Stewart and Gray Road. East on Stewart and Gray to Bellflower Boulevard. North on Beliflower Boulevard to Lakewood Boulevard. North on Lakewood Boulevard to Firestone Boulevard. West on Firestone Boulevard to Downey Avenue.

DOWNEY HIGH SCHOOL, 11040 BROOKSHIRE AVENUE, 90241

Downey High The east side of Lakewood Boulevard, Brookshire Avenue, and Downey Avenue.

The south side of Gallatin Road and Florence Avenue.

WARREN HIGH SCHOOL, 8141 DEPALMA STREET, 90241

Warren High The west side of Lakewood Boulevard, Brookshire Avenue, and Downey Avenue.

The north side of Gallatin Road and Florence Avenue.

THE LINE DIVIDING THE TWO HIGH SCHOOLS

Beginning at Telegraph Road and Lakewood Boulevard.
South on Lakewood Boulevard to Gallatin Road.
West on Gallatin Road to Brookshire Avenue.
South on Brookshire Avenue to Florence Avenue.
West on Florence Avenue to Downey Avenue.
South on Downey Avenue to Gardendale Street.
East on Gardendale Street to west city boundary of Downey.
South on city boundary (a line dissecting Grant Avenue) to Century Blvd.

Approved: 8/27/91, 5/17/94, 6/23/97, 11/4/97, 12/8/98, 9/25/01, 6/7/05, 10/7/14, 3/12/19, 9/1/20



IV. 1. APPROVE the Memorandum of Understanding for a one-time, off-schedule 3% payment calculated on the DEA Unit member's base compensation earned on the 2020-21 salary schedule, to be paid in one increment.

Supporting Documents



MEMORANDUM OF UNDERSTANDING BETWEEN THE DOWNEY EDUCATION ASSOCIATION (DEA) AND DOWNEY UNIFIED SCHOOL DISTRICT

SALARY NEGOTIATIONS FOR THE 2020-21 SCHOOL YEAR

Bargaining unit members who were employed by the District anytime during the period of July 1, 2020 through June 30, 2021, shall receive a one-time 3% off schedule payment calculated on the unit member's base compensation earned on the 2020-21 salary schedule, to be paid in one (1) increment.

By signing below, the parties warrant that they are authorized to execute this MOU.

Date: July 9, 2021	
For the Association: For the Association: Signature	For the District: Myth M. M. Signature
Julia Wright Name	Alyda R. Mir Name
Bargaining Chair Title	Assistant Superintendent Title



IV. 2. APROVE the Memorandum of understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #746 regarding the one-time 3% off-schedule payment dated June 17, 2021.

Supporting Documents



MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS DOWNEY CHAPTER #746 (CSEA) AND DOWNEY UNIFIED SCHOOL DISTRICT SALARY NEGOTIATIONS

JUNE 17, 2021

Bargaining unit members who were employed by the District anytime during the period of July 1, 2020 through June 30, 2021, shall receive a one-time 3% off schedule payment calculated on the unit member's base compensation earned, including longevity, on the 2020-21 salary schedule, to be paid in one (1) increment.

By signing below, the parties warrant that they are authorized to execute this MOU.

Agreed Upon June 17, 2021

For Unit II:	For the District:
Join Torres (Jun 30, 292) 11:16 PDT	Alyda R. Mir Alyda R. Mir (Jun 30, 2021 12:48 PDT)
John Torres	Alyda Mir
President CSEA, Chapter 746	Assistant Superintendent, Certificated Human Resources
For CSEA:	
April Vidrio April Vidrio (Jun 30, 2021 16:16 PDT)	
April Vidrio	
Labor Representative	

CSEA



V. 1. APPROVE the schedule for elementary school bus stops for the 2021-22 school year.



Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT TRANSPORTATION SERVICES

REGULAR EDUCATION ELEMENTARY SCHOOL BUS STOPS 2021-2022

ALAMEDA

8764 Firestone (S/W Corner Lakewood)

CA	R	P	FN	VT	F	R
	1 1		_,	W	_	1

Cleta & Brookshire Patton & Cole (S/W)

Tristan & Buckles (S/E) 8337 Cole

Glynn & Donovan (S/E) Klondike & Century

Barlin & Adoree (E/N) Prichard & Castana (N/W) 8614 Cavel Brookshire at Borson (N/W)

Fontana & Patton Brookshire at Borson (S/E)

11806 Vultee Patton & Cole (S/W)

GALLATIN

10629 Lakewood 10522 Downey Ave

GAULDIN

Hall & Coldbrook 11247 Regentview Woodruff & Nance (N/E Corner) 9034 Margaret

IMPERIAL

Arnett & Downey Ave (YMCA) Old River & Emily 10818 Amery

LEWIS

9218 Van Ruiten (West Corner) 12654 Glenshire Ave

OLD RIVER

11525 Downey Ave (next to YMCA) Boyne & Downey Ave (S/W corner)

Downey Ave before Quoit W/N Cheyenne & Gneiss (N/E corner) Paramount & Puritan (W/N) 5601 Gardendale 10233 Richlee

10430 Garfield (N/E Corner at

Stonybrook)

7752 Adwen (before Rives)

DOWNEY UNIFIED SCHOOL DISTRICT TRANSPORTATION SERVICES

REGULAR EDUCATION ELEMENTARY SCHOOL BUS STOPS 2021-2022

D	D	10	
1			ᆮ

7751 Ramish

Rios Gate (alley-way)

RIO HONDO

Crawford Park

RIO SAN GABRIEL

Garnish & Gallatin Clancey & Appleby

UNSWORTH

Vista Del Rosa/Stoakes N/E

8717 Parrot

8234 Telegraph

Paramount & Birchcrest

8434 Tweedy

Rives & Brookpark

Lowman & Brookpark

WARD

Klondike & Century

5601 Gardendale

5854 Imperial

Old River School & Imperial

WILLIAMS

Stewart & Gray/S.Gate City Sign

9630 Karmont

Hondo & Chavers 7938 Springer 10430 Garfield (N/E Corner at

Stonybrook)

10233 Richlee

10531 Richlee