BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA SEPTEMBER 7, 2021 - REGULAR MEETING BOARD ROOM, GALLEGOS ADMINISTRATION CENTER 11627 Brookshire Ave.

Downey, CA 90241

Board of Education



Vice President Barbara R. Samperi



President D. Mark Morris



Clerk Martha E. Sodetani



Member Giovanna Perez-Saab



Member Jose J. Rodriguez



Member Linda Salomon Saldaña



Member Nancy A. Swenson



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



Regular Board of Education Meeting

September 7, 2021 5:00 p.m.

How to Connect to the Meeting electronically/telephonically:

Zoom Information:

https://dusd-net.zoom.us/j/86226336811?pwd=SUE1QWVsTVhjUnExNGthRWsyTW9SQT09

Passcode: 045823

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

Webinar ID: 862 2633 6811

Passcode: 045823

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/86226336811?pwd=SUE1QWVsTVhjUnExNGthRWsyTW9SQT09 Passcode: 045823

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

Webinar ID: 862 2633 6811 Passcode: 045823

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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 5:00 p.m. on Tuesday, September 7, 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 Mrs. Giovanna Perez-Saab, Member of the Board of Education.

3. INVOCATION

Invocation to be delivered by Mrs. Martha E. Sodetani, Clerk 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 #5 for the Regular Meeting of the Board of Education held on September 7, 2021.



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6.	APPROVE Official Minutes of the Special Board of Education Meetings held July 27,
	2021 and August 18, 2021, and the Regular Board of Education Meeting held on August
	3, 2021 as submitted or with necessary corrections.

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- 7. HEAR presentation from Dr. Wayne Shannon, Assistant Superintendent, and Jennifer Robbins, Director of Elementary Education, on Apple Distinguished School Recognitions for Gauldin, Imperial, Lewis, Old River, and Rio San Gabriel Elementary Schools.
- 8. HEAR presentation from Marc Milton, Director of Food Services, on Food Services Department operations and updates.
- 9. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.
- 10. HEAR Oral Communications from Members of the Board of Education and Superintendent.
- 11. HEAR Public on items not appearing on the Agenda.

II. CONSENT AGENDA

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

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 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.

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- 3. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-106 with Cleta Harder Developmental School to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- 4. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-108 with Devereaux Texas Treatment Network to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- 5. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-109 with Frostig School to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- 6. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-110 with Hillsides Education Center to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- 7. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-



137 with The Gray Academy to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)

- 8. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-1 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
- 9. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-2 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
- 10. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-3 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
- 11. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-4 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
- 12. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-5 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
- 13. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-6 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
- 14. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-7 with Del Sol School, Inc. from July 1, 2021 through December 31, 2021.
- 15. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-8 with Beacon Day School from July 1, 2021 through December 31, 2021.
- 16. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-9 with Beacon Day School from July 1, 2021 through June 30, 2022.
- 17. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-10 with Beacon Day School from July 1, 2021 through June 30, 2022.
- 18. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-11 with Frostig School from July 1, 2021 through June 30, 2022.
- 19. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-12 with Speech and Language Development Center from July 1, 2021 through June 30, 2022.
- 20. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-13 with Speech and Language Development Center from July 1, 2021 through June 30, 2022.
- 21. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-14 with Speech and Language Development Center from July 1, 2021 through June 30, 2022.
- 22. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No.



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- 202122-15 with Speech and Language Development Center from July 1, 2021 through June 30, 2022.
- 23. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-16 with Olive Crest Academy from July 1, 2021 through June 30, 2022.
- 24. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-17 with Olive Crest Academy from July 1, 2021 through June 30, 2022.
- 25. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-18 with The Gray Academy NPS from July 1, 2021 through June 30, 2022.
- 26. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-19 with Cleta Harder Developmental School from July 1, 2021 through June 30, 2022.
- 27. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-20 with Devereaux Texas Treatment Network from July 1, 2021 through June 30, 2022.
- 28. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-500 with Spectrum Center Rossier Park Elementary from July 1, 2021 through June 30, 2022.
- 29. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-501 with Spectrum Center Rossier Park Elementary from July 1, 2021 through June 30, 2022.
- 30. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-502 with Spectrum Center Rossier Park Elementary from July 1, 2021 through June 30, 2022.
- 31. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-503 with Spectrum Center Rossier Park High School from July 1, 2021 through June 30, 2022.
- 32. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-504 with Rossier Park School from July 1, 2021 through June 30, 2022.
- 33. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-522 with Spectrum Center Rossier Park Elementary School from June 20, 2021 through June 30, 2021.
- 34. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-523 with Spectrum Center Rossier Park Elementary School from June 20, 2021 through June 30, 2021.
- 35. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-524 with Spectrum Center Rossier Park High School from June 20, 2021





through June 30, 2021.

	tillough Julie 30, 2021.	
36.	RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from June 29, 2021 through August 23, 2021.	44
37.	RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of June 2021, covered by Payroll Orders issued through July 2021.	47
38.	RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20202878 and 20221124, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning July 1, 2021 and ending July 31, 2021.	49
39.	RATIFY the Food Service Pizza Purchase Agreement with Gafe Pizza, Inc. to provide prepared pizzas to the Food Services Department from August 1, 2021 through July 31, 2022.	51
40.	RATIFY Service Agreement No. 202122-51 with Animal Pest Management Services, Inc. to provide emergency pest control services as needed by the Operations Department from July 1, 2021 through June 30, 2022.	67
41.	RATIFY Service Agreement No. 202122-52 with Integrated Pest Control Management, Inc. to provide miscellaneous pest control services at the request of the Operations Department from July 1, 2021 through June 30, 2022.	72
42.	RATIFY Service Agreement No. 202122-68 with Administrative Co-Op Yellow Cab to provide transportation for Special Education students per IEP services from July 1, 2021 through June 30, 2022.	78
43.	RATIFY Service Agreement No. 202122-123 with SpeechCom Incorporated to provide Speech Language Pathology Assistants to cover speech and language needs from August 9, 2021 through July 31, 2022.	
44.	RATIFY Revised Service Agreement No. 202122-135 with De Jong's Sweeping Services to provide sweeping services for the front and back parking lots at Warren High School from July 1, 2021 through June 30, 2022.	83
45.	RATIFY the C-STEM Participation Agreement No. 202122-144 with The Regents of the University of California, on behalf of the UC Davis Center for Integrated Computing and STEM Education, to provide a C-STEM curriculum and software program at Warren High School, from July 1, 2021 through June 30, 2022.	89
46.	RATIFY Service Agreement No. 202122-146 with LRA Interpreters to provide written and oral translations or interpretations via online distance only to the DHH Program from	95



	August 9, 2021 through June 30, 2022.	119
47.	RATIFY Service Agreement No. 202122-148 with UCLA School of Education and Information Studies to provide training and support for the Introduction to Data Science Project/UCLA Curriculum Implementation from July 1, 2021 through June 30, 2022.	124
48.	RATIFY Service Agreement No. 202122-149 with Hollar Speech and Language Services to provide Independent Educational Evaluation in the area of speech and language from July 15, 2021 through October 29, 2021.	129
49.	APPROVE Service Agreement No. 202122-153 with Sweet Lou's BBQ to provide Food Truck services for the Downey High School VIP Experience on October 29, 2021.	134
50.	RATIFY Service Agreement No. 202122-162 with Curriculum Associates, LLC to provide professional development days for iReady for elementary schools from August 1, 2021 through May 31, 2022.	140
51.	RATIFY Service Agreement No. 202122-163 with Curriculum Associates, LLC to provide professional development days for iReady for middle schools from August 1, 2021 through May 31, 2022.	145
52.	RATIFY Service Agreement No. 202122-172 with Capturing Kids' Hearts to provide Custom Virtual Training Cohorts from September 1, 2021 through September 30, 2021.	150
53.	RATIFY Service Agreement No. 202122-174 with DigiCal Inc. to provide website hosting and maintenance for Downey Adult School from July 1, 2021 through June 30, 2022.	155
54.	RATIFY Service Agreement No. 202122-176 with Marshall B. Ketchum University to provide Vision Therapy Assessment intermittent left extropia with intermittent double vision from August 2, 2021 through November 30, 2021.	160
55.	RATIFY Service Agreement No. 202122-179 with Integrated Pest Control Management, Inc. to provide pest control services in the Food Service cafeteria areas as needed from July 1, 2021 through June 30, 2022.	165
56.	RATIFY Service Agreement No. 202122-180 with JAM Corporation to provide annual central station fire alarm monitoring services from July 1, 2021 through June 30, 2022.	171
57.	RATIFY Agreement No. 202122-181 with the California School Boards Association to provide GAMUT management services for Board meetings and Board policies from July 1, 2021 through June 30, 2022.	177
58.	RATIFY Service Agreement No. 202122-183 with Brook Furniture Rental, Inc. to provide and install temporary wall panels for the Middle School Wellness Centers from August 11.	



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2021 through October 31, 2021.

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- 59. RATIFY Service Agreement No. 202122-184 with JAM Corporation to provide parts, service and repair of District fire alarm systems from July 1, 2021 through June 30, 2022.
- 194
- 60. RATIFY Agreement for Construction Services (Small Projects) No. 202122-188 with Knorr Systems, Inc., Santa Ana, to furnish and install a new boost pump on the pool heater at Downey High School, in the amount of \$2,831.40, to be charged to Restricted Maintenance Funds. (under separate cover)
- 61. RATIFY Agreement for Construction Services (Small Projects) No. 202122-186 with WRK Acoustics, Earp, to install ceilings in Room L72 at the Downey Adult School, in the amount of \$7,945.00, to be charged to Adult School Funds. (under separate cover)
- 62. RATIFY Agreement for Construction Services (Small Projects) No. 202122-187 with San Marino Roof Company, Inc., Orange, to remove and replace roofing materials on Building Q at Sussman Middle School, in the amount of \$57,969.00 to be charged to Deferred Maintenance Funds. (under separate cover)
- 63. RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) No. 202122-189 with Aurora Industrial Hygiene, South Pasadena, to provide remediation monitoring services at Pace Education Center, in the amount of \$9,905.00, to be charged to Capital Outlay Funds. (under separate cover)
- 64. RATIFY Agreement for Construction Services (Small Projects) No. 202122-190 with Pro-Craft Construction, Inc., Redlands, to repair a locker room sink wall at Sussman Middle School, in the amount of \$13,362.85, to be charged to Measure O Bond Funds. (under separate cover)
- 65. RATIFY Agreement for Construction Services (Small Projects) No. 202122-191 with ADCO Roofing, Inc., North Hollywood, to apply new roofing on Building T-5 at Downey High School, in the amount of \$13,113.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 66. RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) No. 202122-192 with Psomas, Los Angeles, to provide topographical surveying services at Columbus High School, in the amount of \$4,500.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 67. RATIFY Agreement for Construction Services (Small Projects) No. 202122-193 wit Avidex Industries, LLC, Lake Forest, to install TV equipment at Rio Hondo Elementary School, in the amount of \$3,210.95, to be charged to Capital Outlay Funds. (under separate cover)
- 68. RATIFY Agreement for Construction Services (Small Projects) No. 202122-194 with Canyon Hydroseeding, Beaumont, to hydroseed the field at Old River Elementary School, in the amount of \$875.00, to be charged to Measure O Bond Funds. (under separate cover)





69. RATIFY Agreement for Construction Services (Small Projects) No. 202122-195 with Avidex Industries, LLC, Lake Forest, to install fiber cable at Sussman Middle School, in the amount of \$9,569.72, to be charged to Measure O Bond Funds. (under separate cover)

- 70. RATIFY Agreement for Construction Services (Small Projects) No. 202122-196 with Avidex Industries, LLC, Lake Forest, to supply and install audio/visual equipment at Sussman Middle School, in the amount of \$40,747.36, to be charged to Measure O Bond Funds and Capital Outlay Funds. (under separate cover)
- 71. RATIFY Agreement for Construction Services (Small Projects) No. 202122-197 with Avidex Industries, LLC, Lake Forest, to supply and install audio/visual equipment at Doty Middle School, in the amount of \$53,387.06, to be charged to Measure O Bond Funds and Capital Outlay Funds. (under separate cover)
- 72. RATIFY Agreement for Construction Services (Small Projects) No. 202122-198 with Universal Metro, Santa Fe Springs, to furnish and install flooring finishes in the restrooms in Building H at Alameda Elementary School, in the amount of \$6,140.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 73. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-199 with Mr. Ronnie Fernandez, LCSW, to provide counseling services to District students and families from August 25, 2021 through June 30, 2022.

199

74. RATIFY Service Agreement No. 202122-200 with BEAM, LLC to provide Independent Educational Evaluation-Psycho-educational, to include assessment, report development, and participation at IEP meetings from August 1, 2021 through December 31, 2021.

211

75. APPROVE Service Agreement No. 202122-201 with 2 Degree Shift to provide Phase 2 Game Development addresses: AP Computer Science A, AP Seminar, 4th Year Math CSU approval and articulation from September 7, 2021 through June 30, 2022.

216

76. RATIFY Service Agreement No. 202122-202 with College Board to provide exams, products, licenses, services and/or deliverables from July 1, 2021 through June 30, 2022.

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77. RATIFY Agreement for Architectural Services No. 202122-203 with Rachlin Partners Architects, Culver City, to provide architectural services for the Doty Middle School irrigation project, in the amount of \$4,850.00, to be charged to Measure O Bond Funds. (under separate cover)

78. RATIFY Independent Consultant Services Agreement No. 202122-204 with John Lucas Consulting to review and provide assistance for SELPA certification from July 1, 2021 through June 30, 2022.

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79. APPROVE Service Agreement No. 202122-205 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Little Lake City School District that requests to utilize the services of the Deaf and Hard of Hearing program.

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80.	APPROVE Service Agreement No. 202122-206 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Lynwood Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program.	257
81.	APPROVE Service Agreement No. 202122-207 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and ABC Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program.	269
82.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-208 with McCullah Fence Co., Bell Gardens, to furnish and install fencing at Columbus High School, in the amount of \$16,810.00, to be charged to School Site Funds. (under separate cover)	
83.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-211 with M & R Painting & Decorating, Inc., Rowland Heights, to paint hallways on the first and second floors of Building C at Downey High School, in the amount of \$14,850.00, to be charged to Restricted Maintenance Funds. (under separate cover)	
84.	RATIFY Agreement for Independent Consultant Services No. 202122-212 between the Downey Unified School District and Walter J. Shaw, DDS, to provide supervision for the Radiation Safety Course and Orthodontic Assistant permit of the dental program for the Downey Adult School during the 2021-22 school year, not to exceed \$39,900.00, to be charged to the Adult School Fund.	281
85.	RATIFY Independent Consultant Agreement No. 202122-213 between the Downey Unified School District and Patricia Chew, to provide instruction to the Parent Ed classes for the Downey Adult School during the 2021-22 school year.	287
86.	RATIFY Service Agreement No. 202122-216 with Creative Works Consulting to assist the District with marketing and business strategies related to enrollment growth from July 1, 2021 through June 30, 2022.	293
87.	RATIFY Agreement for Independent Consultant Services No. 202122-212 with Walter J. Shaw, DDS, to provide Radiation Safety Course for Adult Education from July 1, 2021 through June 30, 2022.	299
88.	RATIFY Agreement for Independent Consultant Services No. 202122-213 with Patricia Chew to serve as an Instructor for Parent Ed classes at Downey Adult School from July 1, 2021 through June 30, 2022.	305
89.	RATIFY Agreement No. 202122-217 with Prudential Overall Supply to provide rental uniforms to District Maintenance, Operations, Transportation, Warehouse, and Technology personnel from July 1, 2021 through June 30, 2024.	311
90.	RATIFY Service Agreement No. 202122-219 with Association of Christian Schools International to provide four inservice sessions to be held at Calvary Chapel Christian School from August 3, 2021 through August 4, 2021.	315



91.	RATIFY Service Agreement No. 202122-220 with Cornerstone Therapies to provide IEE Assessment in the area of Physical Therapy to include assessment, report development, and participation in IEP meetings from July 26, 2021 through December 31, 2021.	320
92.	RATIFY Agreement for Independent Consultant Services No. 202122-221 with Patricia Chew to serve as a rater for Early Learning Assistant and Early Learning Instructors from June 15, 2021 through July 30, 2021.	325
93.	RATIFY Agreement for Independent Consultant Services No. 202122-222 with Kora Manzano-Lopez to serve as a rater for Early Learning Assistant and Early Learning Instructors from June 15, 2021 through June 30, 2021.	331
94.	APPROVE Service Agreement No. 202122-223 with Dynamic Education Services Inc., to provide Supplemental Academic Services and Language and Speech Services from October 1, 2021 through December 31, 2023.	337
95.	APPROVE Agreement No. 202122-224 with Agility PR Solutions to provide public information internet monitoring services from January 1, 2022 through December 31, 2024.	342
96.	RATIFY Service Agreement No. 202122-225 with Collins Company to provide and install replacement wind screen on the fencing around the softball field at Warren High School from July 30, 2021 through September 30, 2021.	364
97.	APPROVE Service Agreement No. 202122-226 with Key2Ed to provide Virtual Facilitated IEP Training and half day Stakeholder Training from September 1, 2021 through June 30, 2022.	369
98.	RATIFY Agreement No. 202122-228 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Brea Olinda Unified School District that requests to utilize the services of the Deaf and Heard of Hearing program.	375
99.	RATIFY Agreement No. 202122-229 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Long Beach Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program.	387
100.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-230 with KYA Services, LCC, Santa Ana, to provide athletic field repairs and maintenance at Downey High School, in the amount of \$13,254.68, to be charged to Deferred Maintenance Funds. (under separate cover)	
101.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-231 with Unified Modular Corporation, Corona, to furnish and install refurbished portable classroom buildings at Downey High School, in the amount of \$55,156.50, to be charged to Capital Outlay Funds. (under separate cover)	
102.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-232 with	



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Sussman Middle School, in the amount of \$9,500.00, to be charged to Food Service Funds. (under separate cover) 103. RATIFY Agreement for Construction Services (Small Projects) No. 202122-233 with George's Tree & Landscape Service, Downey, to trim trees at Doty Middle School, in the amount of \$2,700.00, to be charged to Measure O Bond Funds. (under separate cover) 104. RATIFY Agreement for Construction Services (Small Projects) No. 202122-234 with Avidex Industries, LLC, Lake Forest, to install District-supplied audio/visual equipment at Griffiths Middle School, in the amount of \$2,937.71, to be charged to Measure O Bond Funds. (under separate cover) 105. RATIFY Agreement No. 202122-235 with The ARC Los Angeles and Orange Counties, Downey, to provide custodial services to Downey and Warren High Schools from August 11, 2021 through June 2, 2022. 399 106. RATIFY Agreement for Construction Services (Small Projects) No. 202122-236 with WW Painting & Construction Solutions, Inc., Riverside, to install District-supplied carpet and vinyl cove base at the Pace Education Center, in the amount of \$16,088.00, to be charged to Capital Outlay Funds. (under separate cover)

Edison Fire Protection Co., Los Angeles, to furnish and install a fire suppression system at

107. RATIFY Agreement for Construction Services (Small Projects) No. 202122-237 with WW Painting & Construction Solutions, Inc., Riverside, to install District-supplied carpeting in Room 8 at Gallatin Elementary School, in the amount of \$4,088.00, to be charged to Deferred Maintenance Funds. (under separate cover)

108. RATIFY Clinical Laboratory Services and Ecosystem Agreement No. 202122-239 with Shield T3, LLC to provide direct saliva-to-RT-qPCR molecular testing for COVID-19 for District students and staff from August 24, 2021 through December 31, 2021.

406

109. RATIFY Laboratory Services Agreement No. 202122-240 with Fulgent Therapeutics, LLC to provide COVID-19 testing services and supplies to District students and staff as needed from August 23, 2021 through August 22, 2022.

417

110. APPROVE Service Agreement No. 202122-241 with the City of Downey to provide Resource Officer services at Downey, Warren, and Columbus High Schools from August 11, 2021 through June 2, 2022.

430

- 111. RATIFY Agreement for Construction Services (Small Projects) No. 202122-244 with Pierre Landscape, Inc., Irwindale, to provide and install skateboard and bicycle racks at Sussman Middle School, in the amount of \$17,043.00, to be charged to Measure O Bond Funds. (under separate cover)
- 112. APPROVE Agreement No. 202122-242 with Microsoft Corporation for Microsoft Premier Support Services from September 26, 2021 through September 25, 2022.

437



113.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-243 with Jolt Electric, Inc., Rancho Cucamonga, to run electrical and communication conduits for new portable buildings at the Downey Adult School, in the amount of \$59,775.00, to be charged to Adult School Funds. (under separate cover)	
114.	RATIFY Service Agreement No. 202122-246 with Diversified Kitchen Solutions to provide grill soak tank service for cleaning and sanitation at Downey and Warren High Schools from August 4, 2021 through June 30, 2022.	449
115.	RATIFY Amendment #3 to the Los Angeles County Foster Youth Data Sharing Memorandum of Understanding with the Los Angeles County Office of Education, effective August 2, 2021.	454
116.	RATIFY the advertisement for Request for Qualifications/Proposals (RFQ/P) #2021/2022-01 for Preconstruction and Lease-Leaseback Services for the Construction of a New Two-Story Classroom Building at Stauffer Middle School, to be charged to Measure O Bond Funds.	458
117.	ACCEPT and APPROVE the renewal and use of the Corona-Norco Unified School District Bid No. 2018/18-023 for Just-In-Time Office and Classroom Supply with Spicers Paper, Inc., Santa Fe Springs, in the estimated amount of \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, terms and conditions.	460
118.	ACCEPT and APPROVE the use of the Long Beach Unified School District Bid No 02-1920 for the Purchase of White Xerographic Paper with Liberty Paper, Los Angeles, in the estimated annual amount of \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, term and conditions.	462
119.	ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-18-70-2070N with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for Global Data Center, Inc. products, in the anticipated amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, terms and conditions.	464
120.	ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-19-70-2070T with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for SYNNEX Corporation products, in the anticipated amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, term and conditions.	466
121.	AWARD Bid #21/22-05, Purchase of Welding Equipment and Related Supply Items for	



	the K12 Strong Workforce Welding Program, to Matheson Tri-Gas, Inc., Long Beach, in the amount of \$319,944.25, to be charged to the K12 Strong Workforce Grant.	468
122.	AWARD Lease-Leaseback Construction Contract against Request for Qualifications/Proposals (RFQ/P) #2019/2020-01 for Construction Services for the Construction of a New Gymnasium Building at Stauffer Middle School, to Bernards Bros. Inc., San Fernando, in the guaranteed maximum price (GMP) amount of \$12,118,057.00, to be charged to Measure O Bond Funds. (under separate cover)	
123.	APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-47, Exterior Painting at Pace Education Center, with Hendrix Painting, Inc., Long Beach, in the amount of \$4,000.00, to be charged to Capital Outlay Funds.	470
124.	ACCEPT as complete Bid #20/21-05, Asphalt Repair Work at Price Elementary School and Warren High School, with Century Paving, Inc., La Mirada, in the final amount of \$167,050.00, 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.	472
125.	ACCEPT as complete Agreement for Construction Service (Small Projects) No. 202122-47 for exterior painting of the Pace Education Center, with Hendrix Painting, Inc., Long Beach, in the final amount of \$59,850.00, to be charged to Capital Outlay 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.	474
126.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-59 to remove and replace campus drinking fountains at the Downey Adult School with Pro-Craft Construction, Inc., Redlands, in the final amount of \$17,974.36, to be charged to the Adult School Fund; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.	476
127.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-61, to furnish and install District standard flooring in the computer lab at Warren High School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$4,762.00, 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.	478
128.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-140, to furnish and install window film on administration building windows at Sussman Middle School, with Campbell Window Film, Huntington Beach, in the final amount of \$15,500.00, 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.	480



129. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-142 for tree trimming services at Carpenter Elementary School with V&E Tree Service, Inc., Orange, in the final amount of \$14,000.00, 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.	482
130. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-154 to make repairs and upgrades to a gas main enclosure area at Columbus High School with McCullah Fence Co., Bell Gardens, in the final amount of \$3,440.00, 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.	484
131. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-155 for tree trimming and removal services at Price Elementary School with George's Tree & Landscape Service, Downey, in the final amount of \$14,000.00, 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.	486
132. APPROVE the transfer of funds from the General Fund 01.0 to the Special Reserve for Technology Fund 40.2, in the amount of \$1,500,000.00.	488
133. APPROVE the transfer of funds from the Restricted Routine Repair and Maintenance Program to the Deferred Maintenance Fund in the amount of \$714,840.00.	490
134. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.	492
135. RATIFY the establishment of one new position with duties corresponding to the current classification of Payroll Technician, assigned to Budget and Finance, eight hours per day, twelve months per year, at range 175, \$4,389 - \$5,334 per month, effective August 2, 2021.	527
136. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Warren High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 9, 2021.	529
137. RATIFY 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 9, 2021.	531
138. RATIFY the establishment of one new position with duties corresponding to the current	



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	Education of School Office Manager-Bilingual/Bi-Literate, assigned to Pace Educational Center, eight hours per day, ten months and eleven days per year, at range 750, \$4,080 - \$4,963 per month, effective August 9, 2021.	533
139.	RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Medical, assigned to Imperial Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 11, 2021.	535
140.	RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six hours per day, at range 105, \$3,119 - \$3,981 per month, effective August 11, 2021 through December 16, 2021.	537
141.	RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Stauffer Middle School, six and one-half hours per day, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021 through December 17, 2021.	539
142.	RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Doty Middle School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021.	541
143.	RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Lewis Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 13, 2021.	543
144.	APPROVE the duties of the Facilities Systems Coordinator as attached, effective September 8, 2021; and REVISE Administrative Regulation 5241 accordingly, effective September 16, 2021.	545

III. SPECIAL ADMINISTRATIVE - Instructional

- 1. HEAR a Return to School update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services, and DISCUSS the Return to School Plan for the 2021-22 school year.
- 2. APPROVE a waiver of Article IX, Section C of the Master Agreement with the Downey Education Association (DEA) for Warren High School to implement a block schedule to help mitigate contact tracing exposures.

IV. SPECIAL ADMINISTRATIVE - Business

1. APPROVE the Unaudited Actuals Financial Report for fiscal year 2020-21. (under separate cover)



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V. SPECIAL ADMINISTRATIVE - Personnel

1. APPROVE the Tentative Agreement between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #248, including a one-time 3% off schedule payment, dated August 19, 2021.

550

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

553

- 3. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) from California School Employees Association, Chapter #746.
 - a. Open the Hearing
 - b. Close the Hearing
- 4. PRESENT Downey Unified School District Board of Education Initial Bargaining Proposal(s) with California School Employees Association, Chapter #746.

555

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

VI. ITEMS FOR FUTURE AGENDA

VII. NEXT MEETING

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

VIII. CLOSED SESSION:

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. Significant exposure to litigation pursuant to Government Code section 54956.9, subd



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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 Special Board of Education Meetings held July 27, 2021 and August 18, 2021, and the Regular Board of Education Meeting held on August 3, 2021as submitted or with necessary corrections.

Supporting Documents



July 27, 2021



August 17, 2021



August 3, 2021



Special Board of Education Meeting 07/27/2021 04:00 PM

Downey Unified School District Board of Education Room 11627 Brookshire Avenue, Downey, CA 90241

To connect to the meeting electronically see information below: https://dusd-net.zoom.us/j/82425816680?pwd=bFFBelA0aHdiRyt6SlYxWjRheDhwQT09
Passcode: 734732

To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 824 2581 6680 Passcode: 734732

Persons who want to comment on agendized items only are requested, but not required, to provide name and item number 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.

Attendees

Voting Members

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

Non-Voting Members

Dr. John Garcia, Jr., Superintendent

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

The Meeting was Called to Order by Mr. D. Mark Morris, President of the Board of Education at 4:10 p.m. on Tuesday, July 27, 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 was led by Ms. Nancy A. Swenson, Member of the Board of Education.

3. INVOCATION

Invocation was delivered by Mr. Jose J. Rodriguez, 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 Linda Salomon Saldaña Nancy A. Swenson

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

5. ADOPT Agenda #2 for the Special Meeting of the Board of Education held on July 27, 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

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

There was no correspondence to be received.

II. ITEMS FOR FUTURE AGENDA

III. GENERAL ADMINISTRATIVE SERVICES

Nancy Swenson - Yes

1. HEAR Public on items appearing on the Agenda.

There was no one to be heard on items appearing on the Agenda.

 HEAR a Return to School update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services, and DISCUSS the Return to School Plan for the 2021-22 school year.

IV. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, August 3, 2021, at 4:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

V. CLOSED SESSION

The Board of Education retired into Closed Session at 5:48 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations, Threat to Public Services or Facilities (Government Code Section 54957), 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 7:59 p.m.

VI. ADJOURNMENT

The Special Meeting of the Board of Education was adjourned at $8:00\ p.m.$

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

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



Special Board of Education Meeting 08/17/2021 04:00 PM

Closed Session 4:00 p.m.; Open Session 5:00 p.m.
Downey Unified School District - Board of Education
Room
11627 Brookshire Avenue, Downey, CA 90241

To connect to the meeting electronically see information below: https://dusd-net.zoom.us/j/82447522607?pwd=d3JnS0hCbjE5SER0TDBFWW54K1lKQT09 Passcode: 984660

> To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 824 4752 2607 Passcode: 984660

Persons who want to comment on agendized items only are requested, but not required, to provide name and item number 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.

Attendees

Voting Members

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

Non-Voting Members

Dr. John Garcia, Jr., Superintendent

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

The Meeting was Called to Order by Mr. D. Mark Morris, President of the Board of Education, at 4:00 p.m. on Tuesday, August 17, 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 was led by Mrs. Martha E. Sodetani, Clerk of the Board of Education.

3. INVOCATION

Invocation was delivered by Mrs. Barbara R. Samperi, Vice President of the Board of Education.

4. ROLL CALL

Present

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 #4 for the Special Meeting of the Board of Education held on August 17, 2021.

Motion made by: Martha Sodetani
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

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

There was no correspondence to be received.

II. CLOSED SESSION

The Board of Education retired into Closed Session at 4:05 p.m. to discuss Negotiations and Threat to Public Services or Facilities (Government Code Section 54957), and reconvened into Open Session at 5:02 p.m.

III. GENERAL ADMINISTRATIVE SERVICES

HEAR Public on items appearing on the Agenda.

There was no one to be heard on items appearing on the Agenda.

- 2. HEAR a Return to School update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services, and DISCUSS the Return to School Plan for the 2021-22 school year.
- 3. REVIEW and APPROVE the 2021-22 Board of Education Goals.

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

IV. ITEMS FOR FUTURE AGENDA

Ms. Saldaña moved and Mrs. Samperi seconded the request for a Food Services update at the next Board Meeting.

V. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, September 7, 2021, at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

The meeting was recessed at 6:29 p.m. and reconvened at 6:37 p.m.

VI. CLOSED SESSION

The Board of Education retired into Closed Session at 6:38 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations, and Threat to Public Services or Facilities (Government Code Section 54957), and reconvened into Open Session at 7:18 p.m.

VII. ADJOURNMENT

The Special Meeting of the Board of Education was adjourned at 7:20 p.m. in memory of Lovey Angel Ada Cesena, Duane Ekstrande and Joseph Sapia.

DOWNEY UNIFIED SCHOOL DISTRICT

Board of Education

	7
D. Mark Morris, President	Martha E. Sodetani, Clerk



Downey Unified School District Board of Education Room 11627 Brookshire Avenue, Downey, CA 90241

To connect to the meeting electronically see information below: https://dusd-net.zoom.us/j/83213740112?pwd=dEZKVE1Ka1h6SlZqcUgycXdQK1VaUT09
Passcode: 612583

To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 832 1374 0112 Passcode: 612583

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.

Attendees

Voting Members

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

Non-Voting Members

Dr. John Garcia, Jr., Superintendent

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

The Meeting was Called to Order by Mr. D. Mark Morris, President of the Board of Education, at 4:00 p.m. on Tuesday, August 3, 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 was led by Mrs. Barbara R. Samperi, Vice President of the Board of Education.

3. INVOCATION

Invocation was delivered by Ms. Nancy A. Swenson, 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 Linda Salomon Saldaña Nancy A. Swenson

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

5. ADOPT Agenda #3 for the Regular Meeting of the Board of Education held on August 3, 2021, including corrected Agenda Item No. 20.

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

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

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

- 7. HEAR Summer School 2021 Debrief presented by Dr. Rani Bertsch, Director of Secondary Education; Jennifer Robbins, Director of Elementary Education; the Special Education Department; and School Site Administrators.
- RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.

The Board of Education received correspondence from the following in support of allowing Coaches Mires and McFayden to remain in place as coaches despite the hiking incident on Mount Baldy:

Mario, Rosalinda and Jesse Orozco Griselda and Francisco Romero Arianna Garcia Jesse Garcia 9. HEAR Oral Communications from Members of the Board of Education and Superintendent.

Mrs. Perez-Saab welcomed all the parents and students in attendance, noting it is nice to see them at the meeting. She reported that she recently attended the Los Angeles County School Trustees Association meeting where they discussed outdoor meetings and classrooms. Mrs. Perez-Saab noted that she is happy her children are back in the classroom but will miss hearing the students on Zoom sessions.

Ms. Swenson thanked staff for the summer school presentation and appreciates all the hard work by teachers and administrators. She was able to join a MADE zoom session and said it was astounding. Ms. Swenson announced that a Celebration of Life for Dr. Mary Stauffer will be held on August 28th from 10:00 a.m. to 2:00 p.m. at Stauffer Middle School.

Mrs. Sodetani reported that she recently attended the GOOD Meeting along with Dr. Jagielski and Ms. Swenson as well as the National Night Out with the Downey Police Department. Mrs. Sodetani announced that on August 7th there will be a backpack and school supply giveaway at Golden Park at noon along with free food for families donated by Luis' Butcher Shop. She thanked the students for being at tonight's meeting.

Mrs. Samperi shared that the retirement celebration for Mr. LaPlante and Mr. Corrin was very nicely done. She noted that Downey Adult School has many class offerings in the new catalog and will also provide assistance applying for financial aid. Mrs. Samperi thanked Mr. Morris for his recent "Eyes on our Schools" article. She thanked the community for donations on tonight's agenda for approximately \$48,000, including \$10,000 donated from John Kennedy in memory of Linda Kennedy.

Mrs. Saldaña thanked everyone for coming to tonight's meeting, adding that it's good for students to come, listen and express their opinions. She added that the school district is all about students. Mrs. Saldaña appreciated all the work done by our staff during summer school. She reported that she is very excited to have our kids back in school in person.

Mr. Rodriguez thanked staff for an informative summer school update and for working so hard this summer to make it happen. He noted that we are happy to welcome students back, noting that Alyda Mir has been busy hiring teachers. Mr. Rodriguez congratulated the two students who recently were recognized as Eagle Scouts, Brian Townsend and Sam Serafim. He noted that the car show at Downey High sponsored by Kiwanis as a fundraising event for the YMCA was a great community event.

Mr. Morris reported he recently returned from a trip to Oahu with his family, noting they are experiencing a resurgence of the Coronavirus, and they were forced to close summer school. They are now mandating vaccines and masks everyone unless you are in the water. Mr. Morris urged everyone to get vaccinated, if you are able, and wear a mask.

Dr. Garcia recognized the summer school administrators and noted he was able to visit most of the summer schools. He thanked Dr. Brossmer, Dr. Shannon, Dr. Bertsch and Mrs. Robbins for supporting staff to accomplish all they did this summer, adding it was the largest summer school in the history of the district. Dr. Garcia thanked Jocelyn Rios-Ewing and Jennifer Boose for organizing the retirement celebration for Mr. LaPlante and Mr. Corrin. He thanked all of our lacrosse and soccer students for being here tonight and shared protocols regarding Coaches Mires and McFadden. Dr. Garcia noted that they are clearly outstanding coaches and human beings but there was clearly an unfortunate situation that happened. He added that there is an outside fact finder who will look into the incident and present a report that is objective and fair. The decision will not be made until after that report is received.

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

The following individuals were heard presenting proclamation for all Downey Unified parents in recognition of National Parents Day:

Martha Michael Doris Medina

The following individual was heard sharing his Eagle Scout Project where he obtained 24 pallets of food donations for the PTA HELPS and Downey First Christian Church food pantries:

Brian Townsend

The following individuals were heard in support of allowing Coach Mires and Coach McFadyen to continue coaching the soccer and lacrosse teams:

Bryan Mojano Andrea Jauregui Jesse Garcia Michelle Juarez Sara Reid Carlos Vallejo Cristina Marquez Andres Juarez

II. CONSENT AGENDA

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

- ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through July 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.
- APPROVE Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-105 with Beacon Day School to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- APPROVE Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-107 with Del Sol School to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- APPROVE Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-111 with Olive Crest to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)

- APPROVE Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-112 with Olive Crest Academy - Garden Grove to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- 7. APPROVE Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-113 with Olive Crest Academy Orange to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- 8. APPROVE Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-114 with Spectrum Center Rossier Park Elementary School to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- APPROVE Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-115 with Spectrrum Center - Rossier Park High School to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- APPROVE Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-116 with Speech & Language Development Center to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- APPROVE Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-117 with The Help Group - Sunrise West School to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
- 12. APPROVE Settlement Agreement for OAH Case No. 2021030856.
- 13. APPROVE Settlement Agreement for OAH Case No. 2021050267.
- 14. APPROVE Settlement Agreement for OAH Case No. 2021060023.
- 15. APPROVE proposed changes to Administrative Regulation 2105, Attendance Boundaries.
- 16. RATIFY First Amendment to the Young Men's Christian Association (YMCA) of Metropolitan Los Angeles, dba The Downey Family YMCA, Agreement to draft a term sheet for the building of a YMCA property on District grounds.
- 17. RATIFY First Amendment to Service Agreement No. 202021-361 with Carlos A. Flores, Psy.D. by extending agreement end date from August 31, 2021 to October 29, 2021.
- 18. RATIFY Service Agreement No. 202122-16 with All Sup Corporation to provide CNG compressor and fueling post services at the Transportation Services Department from July 1, 2021 though June 30, 2022.
- 19. APPROVE Agreement No. 202122-27 with Diverse Network Associates, Inc. dba CatapultK12 to provide and use the WeTip Services website from August 1, 2021 through June 30, 2022.
- APPROVE Agreement No. 202122-50 with AVID Center to provide a license to utilize AVID
 products and services by District Middle and High Schools from July 1, 2021 through June
 30, 2022.

- **Correction:** APPROVE Agreement No. 202122-50 with AVID Center to provide a license to utilize AVID products and services by District Middle and High schools from July 1, 2021 through June 30, **2024**.
- 21. RATIFY Service Agreement No. 202122-52 with Integrated Pest Control Management, Inc. to provide miscellaneous pest control services as needed at the request of the Operations Department from July 1, 2021 through June 30, 2022.
- 22. RATIFY Service Agreement No. 202122-53 with Medina Pest Control, Inc., to provide termite pest control services as needed by the Operation Department from July 1, 2021 through June 30, 2022.
- 23. RATIFY Agreement for Construction Services (Small Projects) No. 202122-60 with Erickson-Hall Construction Company, Escondido, to remove and/or demolish excess items from interim housing at Griffiths Middle School, in the amount of \$26,382.77, to be charged to Measure O Bond Funds. (under separate cover)
- 24. APPROVE the Fall 2021 Service Agreement No. 202122-65 with Grupo Crecer to provide parent workshops.
- 25. RATIFY Service Agreement No. 202122-69 with Cross Country Education to provide healthcare support for Special Education students from July 1, 2021 through June 30, 2022.
- 26. RATIFY Service Agreement No. 202122-71 with ACHIEVE3000 to provide online program used to help DUSD students with reading intervention for students in the DHH program, effective August 11, 2021 through June 30, 2022.
- 27. RATIFY Service Agreement No. 202122-78 with Hanna Interpreting Services, LLC, to provide interpreting for IEP meetings and related events and translation of Special Education documents from July 1, 2021 through June 30, 2022.
- 28. RATIFY Service Agreement No. 202122-79 with Sea Change Therapy, LLC, to provide Speech and Language, Occupational Therapy, and Assistive Technology staff to support Special Education students from July 1, 2021 through June 30, 2022.
- 29. RATIFY Service Agreement No. 202122-81 with Ruth Velarde Herrera to provide Spanish Oral Interpretations for the DHH program, effective July 1, 2021 through June 30, 2022.
- 30. RATIFY Service Agreement No. 202122-82 with Jody Fink to provide counseling for students in the DHH program, effective August 11, 2021 through June 30, 2022.
- 31. APPROVE Service Agreement No. 202122-104 with Why Not Incubator Consulting Services to provide four community coaching workshops from August 1, 2021 though June 30, 2022.
- 32. RATIFY Service Agreement No. 202122-118 with Purple Communications, Inc., for American Sign Language interpreters for DHH students, effective July 1, 2021 through June 30, 2022.
- 33. RATIFY Agreement for Construction Services (Small Projects) No. 202122-119 with Avidex Industries, LLC, Lake Forest, for the Pace Education Center Audio/Visual Installation Project, in the amount of \$76,170.97, to be charged to Capital Outlay Funds. (under separate cover)
- 34. APPROVE California Student Data Privacy Agreement No. 202122-124 with Liminex, Inc., dba GoGuardian, to provide digital educational services at the request of the Technology and Information Systems Department from July 1, 2021 through June 30, 2022.

- 35. APPROVE Service Agreement No. 202122-125 with Pacific Coast Speech Services, Inc., to provide Speech and Language Pathologists to cover the District's Speech and Language needs from August 9, 2021 to July 31, 2022.
- 36. APPROVE Service Agreement No. 202122-126 with Summit Speech Pathology Services, Inc., to provide Speech and Language Pathologist and Speech and Language Pathology Assistants to cover the District's Speech and Language needs from August 9, 2021 to July 31, 2022.
- 37. APROVE Service Agreement No. 202122-127 with Haynes Family of Programs/S.T.A.R. Academy to provide compensatory educational services in person or virtually from September 13, 2021 to June 30, 2022.
- 38. RATIFY Service Agreement No. 202122-128 with WestEd to provide professional development workshops for District staff from July 26, 2021 through September 30, 2022.
- 39. RATIFY Service Agreement No. 202122-129 with Behavior and Education, Inc., to provide Behavior Intervention Implementation and Behavior Intervention Development Services from July 7, 2021 to December 31, 2021.
- 40. RATIFY Service Agreement No. 202122-130 with Illuminate Education, Inc., for assessment software licenses from July 1, 2021 through June 30, 2024.
- 41. RATIFY Service Agreement No. 202122-131 with ACEing Autism to provide training to the Adapted Physical Education teachers to deliver a tennis program to children and provide tennis equipment from July 7, 2021 to December 31, 2021.
- 42. RATIFY Agreement for Construction Services (Small Projects) No. 202122-133 with Universal Metro, Inc., Santa Fe Springs, to furnish and install District standard carpeting in the Gallegos Administration Center, in the amount of \$12,737.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 43. RATIFY Service Agreement No. 202122-134 with Paradigm Healthcare Services, LLC, to provide Medicaid direct services and administrative claiming services from July 7, 2021 to June 30, 2022.
- 44. RATIFY Service Agreement No. 202122-135 with De Jong's Sweeping Services to provide sweeping services for the front and back parking lots at Warren High School from July 1, 2021 through June 30, 2022.
- 45. APPROVE Agreement No. 202122-136 with Community Family Guidance Center to provide mental health counseling services to students from July 1, 2021 through June 30, 2023.
- 46. RATIFY Agreement for Construction Services (Small Projects) No. 202122-138 with Netronix Integration, Inc., Placentia, to supply and install 2N intercoms at all District elementary school sites, in the amount of \$19,150.00, to be charged to Capital Outlay Funds. (under separate cover)
- 47. RATIFY Agreement for Construction Services (Small Projects) No. 202122-139 with Erickson-Hall Construction Company, Escondido, to furnish and install Dex-O-Tex epoxy flooring in the freezer and refrigerator at the Gallegos Administration Center, in the amount of \$22,100.00, to be charged to Food Service Funds. (under separate cover)
- 48. RATIFY Agreement for Construction Services (Small Projects) No. 202122-140 with Campbell Window Film, Huntington Beach, to provide and install window film on administration building windows at Sussman Middle School, in the amount of \$15,500.00, to be charged to Measure O Bond Funds. (under separate cover)

- 49. RATIFY Agreement for Construction Services (Small Projects) No. 202122-141 with Harik Construction, Inc., Glendora, to remove and re-install toilet partitions and related items at Downey High School, in the amount of \$51,700.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 50. RATIFY Agreement for Construction Services (Small Projects) No. 202122-142 with V&E Tree Service, Inc., Orange, to trim trees at Carpenter Elementary School, in the amount of \$14,000.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 51. RATIFY Agreement for Construction Services (Small Projects) No. 202122-143 with Campbell Window Film, Huntington Beach, to provide and install window film in Building B at Griffiths Middle School, in the amount of \$43,150.00, to be charged to Measure O Bond Funds. (under separate cover)
- 52. APPROVE Service Agreement No. 202122-145 with The Habit Restaurants, LLC, to provide Food Truck services for Downey/Warren High School football game from October 29, 2021 through October 30, 2021.
- 53. APPROVE Service Agreement No. 202122-147 with LunchAssist, Inc., to provide consulting for staff professional development and recipe/menu support to the Food Services Department from August 4, 2021 through June 30, 2022.
- 54. RATIFY Agreement for Construction Services (Small Projects) No. 202122-150 with Padcor Electric, San Bernardino, to install a new pole marquee sign at Sussman Middle School, in the amount of \$19,200.00, to be charged to Measure O Bond Funds. (under separate cover)
- 55. RATIFY Agreement for Construction Services (Small Projects) No. 202122-151 with Elite Modular Leasing & Sales, Inc., Perris, to remove asphalt around temporary buildings and set up for return at Sussman Middle School, in the amount of \$10,120.00, to be charged to Measure O Bond Funds. (under separate cover)
- 56. RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) No. 202122-152 with Vital Inspection Services, Inc., Anaheim, to provide asphalt oversight services, in the amount of \$13,376.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 57. RATIFY Agreement for Construction Services (Small Projects) No. 202122-154 with McCullah Fence Co., Bell Gardens, to remove chain link fencing and replace with black vinyl at Columbus High School, in the amount of \$3,3440.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 58. RATIFY Agreement for Construction Services (Small Projects) No. 202122-155 with George's Tree & Landscape Service, Downey, to remove trees and trim trees throughout the campus at Price Elementary School, in the amount of \$14,000.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 59. RATIFY Agreement for Construction Services (Small Projects) No. 202122-156 with Quality Environmental, Inc., Santa Fe Springs, to abate asbestos flooring at the Pace Education Center, in the amount of \$52,700.00, to be charged to Capital Outlay Funds. (under separate cover)
- 60. RATIFY Agreement for Construction Services (Small Projects) No. 202122-157 with V&E Tree Service, Orange, to trim trees throughout the campus at Sussman Middle School, in the amount of \$19,500.00, to be charged to Restricted Maintenance Funds. (under separate cover)

- 61. RATIFY Agreement for Construction Services (Small Projects) No. 202122-158 with Century Paving, Inc., La Mirada, to fill cracks, overcoat existing pavement, and restripe markings at the Pace Education Center, in the amount of \$24,858.00, to be charged to Capital Outlay Funds. (under separate cover)
- 62. RATIFY Agreement for Construction Services (Small Projects) No. 202122-159 with Jolt Electric, Inc., Rancho Cucamonga, to run electrical and low voltage cables at Sussman Middle School, in the amount of \$39,989.00, to be charged to Measure O Bond Funds. (under separate cover)
- 63. RATIFY Agreement for Construction Services (Small Projects) No. 202122-160 with Digital Networks Group/Avidex Industries, Inc., Lake Forest, to supply and install audiovisual equipment at Griffiths Middle School, in the amount of \$18,639.19, to be charged to Measure O Bond Funds and Capital Outlay Funds. (under separate cover)
- 64. RATIFY Agreement for Construction Services (Small Projects) No. 202122-161 with Robertson Industries, Inc., Tempe Arizona, to install poured in place safety surfacing for the Pace Education Center, in the amount of \$17,200.00, to be charged to Capital Outlay Funds. (under separate cover)
- 65. RATIFY the Speech-Language Pathology Internship Agreement No. 202122-164 between Nova Southeastern University, Inc., and Downey Unified School District, effective August 1, 2021 through July 31, 2022.
- 66. RATIFY the Affiliation Agreement No. 202122-165 between Biola University and Downey Unified School District, effective August 1, 2021 through July 31, 2024.
- 67. RATIFY the Student Teaching Agreement No. 202122-166 between California State University, Dominguez Hills and Downey Unified School District, effective August 1, 2021 through July 31, 2026.
- 68. RATIFY the Teacher Education Intern Credential Program Agreement No. 202122-167 and Student Teaching Agreement between Loyola Marymount University and Downey Unified School District, effective August 1, 2021 through July 31, 2024.
- 69. APPROVE Agreement for Independent Consultant Services No. 202122-168 with Dr. Esther Salado, OD, FAAO, dba True Vision Optometry, to provide mandatory vision screening to students from August 11, 2021 through June 3, 2022.
- 70. RATIFY Agreement for Architectural Services No. 202122-169 with Rachlin Partners Architects, Culver City, to provide services for the Doty Middle School Culinary Arts and Parking Lot Project, in the amount of \$53,370.00, to be charged to Measure O Bond Funds.
- 71. RATIFY Agreement No. 202122-173 with Creative Works Advertising Agency to provide brand development services for the Food Services Department from August 4, 2021 through June 30, 2022.
- 72. RATIFY Agreement No. 202122-175 with Health-e Pro to provide menu planning, online menus, and digital menu board software modules for the Food Services Department from July 1, 2021 through June 30, 2026.
- 73. APPROVE Lease Agreement No. 202122-177 with the Downey Family YMCA to cover the cost of leasing classroom space for the YMCA Child Care program from August 11, 2021 through June 30, 2022.
- 74. APPROVE the National Purchasing Cooperative Interlocal Participation Agreement with BuyBoard to make purchases against approved contracts for materials, services, and supplies

- 75. APPROVE the California Department of Education Equipment and Capital Expenditures Approval Applications for the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, and American Rescue Plan (ARP) Act, for the purchase of modular office walls for the Wellness Centers at Columbus, Downey and Warren High Schools.
- 76. ACCEPT and APPROVE the use of the Dry Creek Joint Elementary School District California Student Data Privacy Agreement with Canva, PTY, Surry Hills, Australia, for the use of online lesson, video, and activity creation program for student and teacher use on an as-needed basis with the same advantages, term and conditions.
- 77. ACCEPT and APPROVE the use of the Master Intergovernmental Cooperative Purchasing Agreement Contract #COG-2107A for medical supplies and equipment from McKesson Medical-Surgical Government Solutions, LLC, in an amount not to exceed \$175,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as-needed basis to fill orders for miscellaneous medical supplies and/or equipment with the same advantages, terms and conditions.
- 78. ACCEPT and APPROVE the use of California Multiple Award Schedule contract number 4-17-78-0006B with Miracle Recreation Equipment Company, Dallas, Texas, for the purchase of playground and outdoor equipment and related items, in the anticipated amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District as needed to fill orders with the same advantages, terms and conditions.
- 79. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-299 to install doors at Alameda, Pace, and Rio Hondo Schools with Montgomery Hardware Co., Rancho Cucamonga, in the final amount of \$11,077.92, 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.
- 80. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-358, walkway repairs at Old River Elementary School, with 3D Concrete, Downey, in the final amount of \$13,165.00, 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.
- 81. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-57 for tree trimming services at Griffiths Middle School with George's Tree & Landscape Service, Downey, in the final amount of \$2,500.00, 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.
- 82. ACCEPT as complete Agreement for Costructio Services (Small Projects) No. 202122-60, to remove and/or demolish excess items from the interim housing at Griffiths Middle School, with Erickson-Hall Construction Company, Escondido, in the final amount of \$26,382.77, 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.
- 83. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-133, to furnish and install District standard carpeting in the first-floor hallways at the Gallegos Administration Center, with Universal Metro, Inc., Santa Fe Springs, in the final

- amount of \$12,737.00, to be charged to Deferred Maintenance Funds; and AUTORIZE 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.
- 84. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-139 to furnish and install dex-o-tex epoxy flooring in the new freezer and refrigerator at the Gallegos Administration Center, with Erickson-Hall Construction Company, Escondido, in the final amount of \$22,100.07, 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.
- 85. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-143, to furnish and install window film on windows on Building B at Griffiths Middle School, with Campbell Window Film, Huntington Beach, in the final amount of \$43,150.00, 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.
- 86. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-58, to furnish and install District standard carpeting and related flooring finishes at Old River Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$29,183.00, 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.
- 87. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-151, to remove asphalt around temporary buildings at Sussman Middle School, with Elite Modular Leasing & Sales, Inc., Perris, in the final amount of \$10,120.00, 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.
- 88. APPROVE the declaration and sale and/or recycling of District obsolete property and abate the income to the General Fund Account No. 01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account No. 13.0-53100.0-00000-00000-8631-0000000.
- 89. APPROVE the 45 day revision of the 2021-22 General Fund unrestricted and restricted budget to reflect a LCFF Revenue adjustment for concentration grant and related expenditures. In addition, adjustments were made due to relief to the Unemployment Insurance increase, a minor decrease in the CalPERS rate and an increase in the funding rate for SELPA AB-602 revenue based on the state budget enacted June 28, 2021. There is a total increase to the unrestricted fund balance in the amount of \$2,657,062.00. There is no increase to the restricted fund balance.
- 90. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.
- 91. AUTHORIZE the service of the teacher, assigned on a Variable Term Waiver for Education Code Section 44252(b) and Title 5 Section 80021.1, effective August 1, 2021 through June 30, 2022.

III. GENERAL ADMINISTRATIVE SERVICES

 HEAR a Return to School update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services, and DISCUSS the Return to School Plan for the 2021-22 school year. 2. APPROVE the appointment of three new Citizens Bond Oversight Committee members, in compliance with California Education Code Section 15282:

James R. Hendricks, Senior Citizen Group Donald E. LaPlante, At-Large Community Representative Dahlya McDonald, Taxpayer Association

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Abstain

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

3. REVIEW and APPROVE proposed revisions to Board Policy 3153, Independent Study, to align with SB 130.

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

IV. SPECIAL ADMINISTRATIVE - Personnel

1. APPROVE the Employment Contract for the Superintendent to extend the Contract to June 30, 2025.

Motion made by: Martha Sodetani

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

 APPROVE Employment Contracts for the Associate Superintendent, Business Services; Assistant Superintendent, Secondary Education; Assistant Superintendent, Certificated Human Resources; and Assistant Superintendent Elementary Education, Effective July 1, 2021 to June 30, 2024.

Motion made by: Barbara Samperi

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes Martha Sodetani - Yes Giovanna Perez-Saab - Yes Jose Rodriguez - Yes Linda Salomon Saldana - Yes Nancy Swenson - Yes

V. ITEMS FOR FUTURE AGENDA

VI. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, September 7, 2021, at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

The meeting was recessed at 7:30 p.m. and reconvened at 7:35 p.m.

VII. CLOSED SESSION:

The Board of Education retired into Closed Session at 7:36 p.m. to discuss Potential Litigation, Public Employment - Certificated/Administration/Classified Management, Discipline/Dismissal/Release, Negotiations, and Threat to Public Services or Facilities (Government Code Section 54957) and reconvened into Open Session at 9:02 p.m.

During its recently concluded Closed Session, the Board of Education voted unanimously to appoint:

- Barack Stanley as the Interim Vice Principal at Gallatin
- Alex Ruegsa as the Interim Vice Principal at Ward and Williams
- Andrea Larios as the Vice Principal at Lewis
- Rebekah Ruswick as Director of Special Education

VIII. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 9:05 p.m. in memory of Ana Xanthe Chirino Godoy and John R. Neal, Sr.

DOWNEY UNIFIED SHOOL DISTRICT Board of Education

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



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

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

Supporting Documents



Downey Unified School District

Office of the Superintendent

DATE:

September 7, 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 200 copies of Little Lora's Animal Adventure "I Love Being Me" from Leora Leone, value determined by donor to be \$1,998.00, to be used in support of elementary school libraries and classrooms;
- 2. Donation of classic inflatable playground balls from Cinthia E. Lukas. value determined by donor to be \$120.00, to be used during recess at Lewis Elementary School;
- 3. Donation of \$15,000.00 from Sitanjali Foundation, to be used in support of the Doty Middle School Associated Student Body;
- 4. Donation of \$60.00 from Norman and Kellie Bernd, 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 August 2021.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

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: TO: FROM:

September 7, 2021 Board of Education John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT:

CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

Section of the sectio		position and the control of the cont			
<u>First</u>	<u>Last</u>	Position Position	Dates	Conference Title	Location
Lourdes	Martinez	Psychologist	8/2/2021 to 8/4/202	1 Beck Institute CBT Essentials Early Professionals	Virtual
Mark	Nolen	Teacher	8/12/2021 to 9/16/20	21 PLTW Teacher Training - VCT GW Legacy	Virtual
Jennifer	Robbins	Director	8/16/2021	Rebuilding Agency, Accelerating Learning Recovery	y Virtual
Tyler	Neill	Teacher	8/16/2021 to 8/30/20	21 VEX-IQ Robotics Training	Virtual
Patricia	Sandoval, Ed.D.	Director	8/17/2021 to 8/19/20	21 LCFF 101-For Beginners Webinar	Virtual
Andrea	Harris	Teacher	9/2/2021, 10/28/21,	Coaching for Excellence 2021-2022 - Cohort 1	Virtual
Monique	Willis	Teacher	12/16/21, & 5/12/20 9/2/2021, 10/28/21,	Coaching for Excellence 2021-2022 - Cohort 1	Virtual
qub	71	, 500,161	12/16/21, & 5/12/20		VIIICO
Luz	Baltazar	Counselor	9/8/2021 to 9/15/20	21 UC High School Counselor Conference	Virtual
Sarah Charlotte	Evensen, Ph.D.	TOSA	9/8/2021 to 9/15/20		Virtual
Jeffrey	Arnold	Teacher	9/8/2021 to 9/15/20		Virtual
Marcela	Betancourt	Teacher	9/8/2021 to 9/15/20		Virtual
Bageshree	Bhakta	Teacher	9/8/2021 to 9/15/20		Virtual
Tina	Campos	CCR Tech	9/8/2021 to 9/15/20		Virtual
David	Cha	Teacher	9/8/2021 to 9/15/20		Virtual
John	Harris	Director	9/8/2021 to 9/15/20		Virtual
					Virtual
Andrea	Harris	Teacher	9/8/2021 to 9/15/20		
Ebony	Jordan	Asst. Principal	9/8/2021 to 9/15/20		Virtual
Adair	Lima	Counselor	9/8/2021 to 9/15/20	9	Virtual
Maria H.	Lopez	CCR Tech	9/8/2021 to 9/15/20		Virtual
Deanna	Mack	Teacher	9/8/2021 to 9/15/20		Virtual
Andra	Macomber	Teacher	9/8/2021 to 9/15/20		Virtual
Julie	Main	Asst. Principal	9/8/2021 to 9/15/20		Virtual
Marvin	Manzanares	Teacher	9/8/2021 to 9/15/20		Virtual
Adrian	Perez	CCR Tech	9/8/2021 to 9/15/20		Virtual
Raquel	Perez	CCR Tech	9/8/2021 to 9/15/20		Virtual
Lyzeth	Richert	Counselor	9/8/2021 to 9/15/20		Virtual
Daniela	Sanchez	APon SpecAssign	9/8/2021 to 9/15/20	21 UC High School Counselor Conference	Virtual
Nicole	Sanders	Teacher	9/8/2021 to 9/15/20	21 UC High School Counselor Conference	Virtual
Cyndi	White	Counselor	9/8/2021 to 9/15/20	UC High School Counselor Conference	Virtual
Jenny	Mojarro	Dean	9/8/2021 to 9/10/20	21 Student Mental Wellness Conference	Virtual
Mark	Schiavo	Asst. Principal	9/8/2021 to 9/10/20		Virtual
Cassandra	Villa	Teacher	9/8/2021 to 9/10/20		Virtual
		Philippe Andrews			
Alanna	Cooper	Director	9/9/2021 & 9/10/20		San Diego
Rani	Bertsch	Director	Various dates between 9/10/2021 & 6/3/202	BELD Meetings - LACOE 2	Virtual
Karen	Flores	ITC	Various dates between 9/10/2021 & 6/3/202	BELD Meetings - LACOE 2	Virtual
Joshua	Roberson	ITC	Various dates between 9/10/2021 & 6/3/202	BELD Meetings - LACOE 2	Virtual
Edward	Lara	Teacher	9/14/2021 & 9/15/20	21 AVID ElevateXP	Virtual
Lorraine	Neal	Teacher	9/14/2021 & 9/15/20		Virtual
Nicole	Sanders	Teacher	9/14/2021 & 9/15/20	21 AVID ElevateXP	Virtual
Raymond	Trejo	Teacher	9/14/2021 & 9/15/20		Virtual
Elizabeth	Vega	Teacher	9/14/2021 & 9/15/20	21 AVID ElevateXP	Virtual
Stephanie	Fisher	Teacher	9/14/2021 & 9/15/20	21 UC High School Counselor Conference	Virtual
Karla	Lopez	Teacher	9/14/2021 & 9/15/20	보통하는	Virtual
Edgar	Orejel	Teacher	9/14/2021 & 9/15/20	21 UC High School Counselor Conference	Virtual
Paul	Tse	Teacher	9/14/2021 & 9/15/20	21 UC High School Counselor Conference	Virtual

Erica	Gomez	Teacher	9/23/2021 0/21/21,10/22/2	1 Mathematics Reasoning with Connections Conf.	Virtual
Alanna	Cooper	Director	9/29/2021 to 10/1/2021	State SELPA	Sacramento
Miguel	Moreno	ITC	10/7/2021 & 10/8/2021	iReady Insight and Impact: California Symposium	Pasadena
Alanna	Cooper	Director	11/4/2021 & 11/5/2021	State SELPA	San Diego
Alanna	Cooper	Director	12/1/2021 & 12/3/2021	State SELPA	Sacramento
Stephanie Margaret Kaye Simon	Fisher Kroon-Strong Lord Moon	Teacher Teacher Teacher Teacher	12/9/2021 to 12/11/2021 12/9/2021 to 12/11/2021 12/9/2021 to 12/11/2021 12/9/2021 to 12/11/2021	National Science Teachers LA Conf. National Science Teachers LA Conf. National Science Teachers LA Conf. National Science Teachers LA Conf.	Los Angeles Los Angeles Los Angeles Los Angeles
Alanna	Cooper	Director	2/2/2022 to 2/4/2022	State SELPA	San Diego
Alanna	Cooper	Director	3/2/2022 to 3/4/2022	State SELPA	Sacramento
Alanna	Cooper	Director	3/30/2022 & 4/1/2022	State SELPA	San Diego
Alanna	Cooper	Director	5/3/2022 to 5/6/2022	State SELPA	Sacramento
Alanna	Cooper	Director	6/2/2022 & 6/3/2022	State SELPA	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.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 36. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from June 29, 2021 through August 23, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2021-22 PURCHASE ORDER LISTING FOR JUNE 29, 2021 - AUGUST 23, 2021

	PREFIX	FROM	ТО
FUND 01.0 GENERAL \$17,495,245.92	CT PO1 PO2W PO3W	20000000011 22000000182 21000000675 210000000254	210000000006 220000000262 220000000602 220000000587
FUND 01.1 SELPA ADMIN UNIT \$172,165.00	PO2W PO3W	210000001758 220000000157	220000000590 220000000508
FUND 01.2 SELPA - DHH \$1,260,022.08	PO1 PO2W PO3W	22000000194 210000001165 220000000155	220000000212 220000000587 220000000420
FUND 11.0 ADULT EDUCATION \$1,017,477.69	PO1 PO2W PO3W	220000000235 21000000781 210000002410	22000000257 220000000597 220000000530
FUND 13.0 CAFETERIA FUND \$4,843,830.12	CT PO1 PO2W PO3W	20000000002 22000000213 220000000258 210000000834	200000000002 220000000258 220000000549 220000000565
FUND 14.0 DEFERRED MAINTENANCE \$1,150,726.88	PO2W PO3W	210000001232 210000001816	220000000499 220000000435
FUND 21.0 BUILDING FUND \$88,892,940.90	CT PO1 PO2W PO3W	20000000002 20000000239 20000000347 210000001570	210000000010 210000000273 220000000565 220000000574
FUND 25.0 CAPITAL FACILITIES FUND \$5,670.00	PO2W	220000000287	220000000287
FUND 40.0 SPECIAL RESERVE FOR CAPITAL OUTLAY \$378,520.80	PO2W PO3W	2200000000099 220000000177	220000000487 220000000360
FUND 40.2 SPECIAL RESERVE, TECHNOLOGY \$170,261.86	PO2W	210000001533	22000000505

DOWNEY UNIFIED SCHOOL DISTRICT 2021-22 PURCHASE ORDER LISTING FOR JUNE 29, 2021 - AUGUST 23, 2021

FUND 67.0 SELF INS PROPERTY/LIABILITY \$47,108.29	PO2W	22000000384	220000000384
FUND 67.1 SELF INS WORKERS' COMP \$908,143.00	PO2W	22000000320	220000000416
FUND 67.2 SLEF INS HEALTH & WELFARE \$110,000.00	PO2W	22000000434	220000000434



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

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II. 37. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of June 2021, covered by Payroll Orders issued through July 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE:

September 7, 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 June 2021, covered by Payroll Orders issued through July 2021.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #203-N	579.34				900.00	
Reg. #H1A-N	198,103.51	436.17	2,296.00	1,653.89	23,471.29	
Reg. #201-N	187.57					
Reg. #196-N		247.16				
Reg. #195-N	97.71					
Reg. #194-N	9,684.54	700.01			850.00	
Reg. #H1X-N	514,249.88	(933.54)	12,066.48	4,875.93	52,211.58	
Reg. #H1X-C	1,092.00					
Reg. #E4X-N		54,370.84	622.79	166.75	1,195.76	
Reg. #180-N	1,075.29					

TOTAL

\$880,200.95



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

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II. 38. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20202878 and 20221124, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning July 1, 2021 and ending July 1, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

September 7, 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 20202878 and 20221124 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning July 1, 2021 and ending July 31, 2021:

General Fund (01.0)	Total	\$4,370,359.47
SELPA Administrative Unit Fund (01.1)	Total	24,526.76
SELPA Programs Fund (01.2)	Total	66,355.27
SELPA Pass Through Fund (10.0)	Total	591,229.00
Adult Education Fund (11.0)	Total	124,199.40
Cafeteria Fund (13.0)	Total	131,446.05
Deferred Maintenance Fund (14.0)	Total	121,493.38
Building Fund (21.0)	Total	3,447,093.85
Capital Facilities Fund (25.0)	Total	1,890.00
Special Reserve Technology (40.2)	Total	56,130.00
Property/Liability Self-Insurance Fund (67.0)	Total	47,108.29
Workers' Comp. Self-Insurance Fund (67.1)	Total	758,636.00
Health Care Self-Insurance Fund (67.2)	Total	1,348,458.12
Dental Care Self-Insurance Fund (67.3)	Total	217,095.38
Vision Care Self-Insurance Fund (67.4)	Total	26,495.70
Retirement Medical Self-Insurance Fund (67.5)	Total	2,829.31
Payroll Clearance Fund (76.0)	Total	23,936.20



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 39. RATIFY the Food Service Pizza Purchase Agreement with Gafe Pizza, Inc. to provide prepared pizzas to the Food Services Department from August 1, 2021 through July 31, 2022.

Supporting Documents



Downey Unified School District

Food Service Pizza PURCHASE AGREEMENT

Th		eement ("Agreement") is made and entered into as of the 7 day of September and between the Downey Unified School District, ("District") and Gafe Pizza, Inc.				
Ga	fe Pizza, Inc.	("Vendor"), (individually each a "Party" and together, "Parties").				
	NOW, THE	REFORE, 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. Vendo through July 3 prior to that tir	r shall commence providing Products under this Agreement on August 1, 2021 31, 2022 ("Term"), unless this Agreement is terminated and/or otherwise cancelled me.				
	year terms, for upon competit met to the satis	eeable, the District reserves the right to renew the Agreement for additional one (1)- ra period not to exceed three (3) consecutive years total. This renewal is contingent rive pricing and upon all terms and conditions of the original Agreement having been raction of the District. Such renewal will be made by notifying the Vendor, in writing, rapior to the expiration of the Agreement.				
4.	Agreement unt	Documents. Vendor shall not commence providing the Products under this til the Vendor has submitted and the District has approved the certificate(s) and the 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

- 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.
 - **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 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. All refrigerated products are to be delivered in a refrigerated truck at 33 to 40 degrees Fahrenheit, or below 32 degrees Fahrenheit for frozen foods. 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. Drivers must place items in the appropriate storage areas in school kitchens (refrigerators, freezers, etc.). 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 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.

- 11. **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.
- 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,

Downey Unified School District

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 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 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 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 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

District:	<u>Vendor</u> :
Downey Unified School District	Gafe Pizza
ATTN: Christina Aragon, Associate Superintendent	ATTN: Fernando Tapia
11627 Brookshire Avenue Downey, CA 90241	Pomona , California 9 176
FAX: 562-469-6519	FAX: 323-201-8538

Downey Unified School District

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:

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.
- **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:		Dated: <u>9/7</u>	, 20_21
Downey Unif	ied School District	Gafe Pi	zza, Inc
Ву:		Ву:	formas prein
Print Name:	Christina Aragon	Print Name:	Fernando Tapia
Print Title:	Associate Supt., Business Svcs.	Print Title:	President
Information re	egarding Vendor:		
Address:	103 exchange place	26-	2074552
	pomona ca 91768		yer Identification and/or Security Number
Telephone:	323-201-8500	NOTE	: Section 6041 of the Interna
Facsimile:	323-201-8538		nue Code (26 U.S.C. 6041) and Section
E-Mail:	Marty.salmar@gmail.com	the	lations (26 C.F.R. 1.6041-1) required recipients of \$600.00 or more to
Type of Busin		paye requi Vend	sh their taxpayer information to the r. In order to comply with these irements, the District requires the or to furnish the information
Sole Pro	pprietorship	requ	ested in this section.
Partner			
Limited	20.000		
\$25 MONOMINE GET \$10	ation, State: Ca		
	Liability Company		

Downey Unified School District

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 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

- 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
- ☐ 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

Downey Unified School District

	convicted of a violent or seri	ous felony. The name and title of the employee who will be		
	supervising Vendor's and its subcontractors' employees is: Name:			
	Name.			
	Title:			
NOTE : If the Vendor is a sole proprietor, and elects the above option, Vendor must have the 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 has been made.				
	authorized to execute th	official, I am familiar with the facts herein certified, and am is Certificate on behalf of the District and undertake to prepare and rints as if he or she was an employee of the District.		
	Date:			
	District Representative's	Name and Title:		
	District Representative's	Signature:		
The performance of the Agreement is either (i) at an unoccupied school site and/or subcontractor or supplier shall come in contact with the District pupil employees or any subcontractor or supplier will have only limited contact, if any, wand the District will take appropriate steps to protect the safety of any pupils to contact with Vendor's employees, subcontractors, or suppliers so that the first criminal background investigation requirements of Education Code section 45125 to Vendor under the Agreement.		pplier shall come in contact with the District pupils, or (ii) Vendor's ctor or supplier will have only limited contact, if any, with District pupils propriate steps to protect the safety of any pupils that may come in loyees, subcontractors, or suppliers so that the fingerprinting and gation requirements of Education Code section 45125.1 shall not apply		
	As an authorized District official, I am familiar with the facts herein certified, and am auth to execute this Certificate on behalf of the District.			
	Date: Septembe	r 7, 2021		
	District Representative's	Marc Milton Director of Food Sorvice		
	District Representative's	Signature:		
em	ployees of subcontractors co signated as employees or acti	ground clearance extends to all of its employees, subcontractors, and ming into contact with District pupils regardless of whether they are ng as independent contractors of the Vendor. 9/7/21		
	per Name of Vendor:	Gafe Pizza		
110	per warne or vendor.			

Downey Unified School District

Signature:	(for manos papers	
Print Name:	Fernando Tapia	
Title:	President	
		_

PERFORMANCE OF AGREEMENT CANNOT BEGIN UNTIL ALL DOCUMENTATION IS SUBMITTED AND FINAL APPROVAL IS RECEIVED.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 40. RATIFY Service Agreement No. 202122-51 with Animal Pest Management Services, Inc. to provide emergency pest control services as needed by the Operations Department from July 1, 2021 through June 30, 2022.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202122-51

an	HIS AGREEMENT made and entered into this <u>1st</u> of <u>July</u> , <u>2021</u> by and tween Animal Pest Management 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. Provide EMERGENCY pest control services as needed at the request of the D.U.S.D.
	Operations Department
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$2,000.00, not to exceed \$2,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins July 1, 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:

- 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. 202122-51 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. 202122-51

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 Animal Pest Management Services, Inc. Name: **Business Services** Dept.: 11627 Brookshire Ave. 13655 Redwood Court Address: Downey, CA 90241 Chino, CA 91710 Contact: Debbie Black Contact: (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNFIED SCHOOL DISTRICT Animal Pest Management Services, Inc. Signature Signature Print Name: Christina Aragon Print Name: Dan Fox Print Title: Associate Superintendent Print Title: President **Business Services** Date: July 20, 2021 Date: 06/17/2021 District use only below line Account Number to be Charged 01.0-81500.0-00000-81100-5570-7550000 Quinton Riles, Operations Supervisor Name and Title of Site Administrator-Please print Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date

Downey Unified School District

Service Agreement No. 202021-81

Page 4 of 4



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 41. RATIFY Service Agreement No. 202122-52 with Integrated Pest Control Management, Inc. to provide miscellaneous pest control services at the request of the Operations Department from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1100

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

SERVICE AGREEMENT Agreement No. 202122-52

betw and	S AGREEMENT made and entered into this <u>1st</u> of <u>July</u> , <u>2021</u> by and ween <u>Integrated Pest Control Management, Inc.</u> , hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually see 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. provide MISCELLANEOUS pest control services as needed at the request of the D.U.S.D.
_	Operations Department
((((Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$5,000.00, not to exceed \$5,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
	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.
50,000	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 20212 2 - 52 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 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. 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. DISTRICT's Right of Retention. DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
- 13. Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District Service Agreement No. 2021 22 - 52 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 PR	OVIDER		
read and a second	ified School District	Name:	Integrated Pest Control Management, In		
Business Se		Dept.: Address:			
11627 Broo	kshire Ave.		527 N. Azuza Avenue, P.O.Box 183		
Downey, CA	A 90241		Covina, CA 91722		
Contact: An	gel Kellogg	Contact:	Jose Flores		
(562)469-65	521/	Phone/email:	626-618-6237; jflores@ipcminc.com		
akellogg@d	lusd.net				
IN WITNESS named parties	WHEREOF, this Agreems, on the date indicated b	nent has been ac elow:	ccepted and agreed by the below		
DISTRICT		SER	VICE PROVIDER		
DOWNEY UN	IIFIED SCHOOL DISTRI	CT	A.K.		
ahrist	March Company	7	(XVI)/		
Signature	MO CINOSON	Sign	nature \		
Oignatar o		Sigi	/ 1//		
Print Name:	Christina Aragon	Pr	nt Name: JOSE HOVES		
	Associate Superintenden Business Services	nt Pri	nt Title: <u>President</u>		
			te: 6/18/21		
	June 2021	_ Dat	te:		
		. Daí se only below li			
Date:	District u	•	ine		
Date:	District us	se only below li	ine		
Date: Account Num Quinton Riles,	District use the District use D	se only below li 81500.0-00000-811	ine		
Date: Account Num Quinton Riles,	District us	se only below li 81500.0-00000-811	ine		

Downey Unified School District

Service Agreement No. 202122-52

Page 4 of 4



Integrated Pest Control Management, Inc. 527 N. Azusa Ave., Covina, CA 91722 Office 626.618.6237 Fax 626.608.3276

Email: Info@ipemine.com

Additional Services (Per Call/Occurrence)

1. Bee swarms and/or Wasp removal \$150.00

Beehive removal \$150.00 and up

3. Live/Dead Animal Trapping/Removal \$150.00

4. Fleas, mites, bed bugs \$150.00 (follow up included)

5. Gophers/Ground Squirrels \$150.00

6. Door Sweeps \$40.00 /ea.

Rodent control and eradicate rats and mice
 Bird Work
 Price based on job
 Price based on job

9. Mosquito Control \$ Price based on job

Note: All costs outlined are estimated and an actual "Pest Control Service Contract" will be submitted in writing prior to any services performed.

NOTE: IPCM, Inc. Technician servicing your site will be Branch II, QAL certified, California Fishing Game Trapping Licensed (required by State to do any type of trapping) and certified in African bees. IPCM, Inc. is strictly DPR compliant; we provide log

books, the Fumigation Plan (FMP), postings and on time service. Service tickets will be left on site after each service inside the hard copy log book (additional charge \$75.00 ea). Healthy Schools Act requires each district to have one log book per site.

IPCM, Inc. will offer annual safety training to District personnel.

IPCM, Inc. will help train Custodians, MNO, Grounds Department, Maintenance Department and Nutrition Services Department biannually on the following:

- 1. Storage practices
- 2. Sanitation practices
- 3. Identifying pests
- 4. To be Healthy Schools Act compliant
- 5. Postings



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 42. RATIFY Service Agreement No. 202122-68 with Administrative Co-Op Yellow Cab to provide transportation for Special Education students per IEP services from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1101

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

SERVICE AGREEMENT Agreement No. 202122-68

ar	HIS AGREEMENT made and entered into this 23 of June, 2021 by and etween Administrative Co-Op Yellow Cab, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually gree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide transportation for Special Education students per IEP services.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$140,000 , not to exceed \$140,000 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	202122-68	

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

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

Downey Unified School	District
Service Agreement No.	202122-68



DISTRICT

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

DIOTINO	<u> </u>	SERVICEFR	OVIDER	
Downey U	Jnified School District	Name:	ASC/Yell	ow Cab
Business	Services	Dept.:	Special E	ducation Division
11627 Bro	ookshire Ave.	Address:		
Downey,	CA 90241	1/2/2018 The Paris of the Paris		
Market Ma	Debbie Black	Contact:	Janet Kra	vetz
(562)469-	-6521/dblack@dusd.net	Phone/email:	310-387-	5970/ yc165@aol.com
INTACTO	0.14/1/50505 41: 4			
	S WHEREOF, this Agreeme ies, on the date indicated be		cepted a	nd agreed by the below
DISTRICT		SER	VICE PR	OVIDER
DOWNEY L	JNIFIED SCHOOL DISTRIC	<u> </u>		
			a C	
Signature		Sign	ature	
Print Name:	Christina Aragon	Prir	nt Name:	Marco A. Soto
Print Title:	Associate Superintendent Business Services	Prir	nt Title:	Marco A. Soto VP/Director of Open
Date:		Dat	e:	4/28/21
	District use	e only below li	ne	
Account Nu	mber to be Charged 01.0-6	65000.0-57600-36	5000-5811	-7430000
	The state of the s	,	7000 2011	7 130000
	G. Sandoval, Director of Specia			THE STATE OF THE S
P	Fitle of Site Administrator-Ple Q ut12, 2021 08:21 PDT)	ease print		
Signature of	f Site Administrator			Date
Signature of	f Program Director ONLY IF	using categoric	cal funds	Date
	School District ent No. 202122-68			Page 4 of 4
at the Marketin				



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 43. RATIFY Service Agreement No. 202122-123 with SpeechCom Incorporated to provide Speech Language Pathology Assistants to cover speech and language needs from August 9, 2021 through July 31, 2022.

Supporting Documents



scan1102

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

SERVICE AGREEMENT Agreement No. 202122-123

be an	IS AGREEMENT made and entered into this7 of July,2021 by and tween, hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide SLPA's to cover the districts speech and language needs between August 9, 2021 and July 31
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$75,040.00, not to exceed \$75,040.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins August 9, 2021 and will terminate on or before July 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:

- \$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. 202122-123 Page 2 of 4

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

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

Downey Unified School	District
Service Agreement No.	202122-123



Downey Unified School District

DISTRICT

Business 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

SpeechCom

2850 Artesia Blvd. #107

Downey, CA 90241		Redondo	Beach, CA 90278
Contact: Debbie Black	Contact:	Anna We	ber
(562)469-6521/dblack@dusd.net	Phone/email:	(714) 206	-1287
IN WITNESS WHEREOF, this Agreeme named parties, on the date indicated be		cepted a	nd agreed by the below
DISTRICT	SER	VICE PR	OVIDER
DOWNEY UNIFIED SCHOOL DISTRIC	T Spee	chCom In	c
	an	na Weber	^
Signature	Sign	ET199EA80484	
Print Name: Christina Aragon	Prir	it Name:	Anna Weber
Print Title: Associate Superintendent Business Services	Prir	nt Title:	CEO, President Speechcom Inc
Date:	Dat	e:	7/15/2021
District use	only below li	1е	
Account Number to be Charged 01.0-65	000.0-57600-3140	0-5816-74	30000
Patricia G. Sandoval, Director of Special Educa	ation		
Name and Title of Site Administrator-Ple	ease print		
Signature of Site Administrator			Date
Signature of Program Director ONLY IF	using categoric	cal funds	Date
Downey Unified School District			Page 4 of 4



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:

-\$87.00/hour
\$125.00/hour
\$56.00/hour
-\$87.00/hour
-\$66.00/hour
\$85.00/hour
-\$87.00/hour
\$90.00/hour



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 44. RATIFY Revised Service Agreement No. 202122-135 with De Jong's Sweeping Services to provide sweeping services for the front and back parking lots at Warren High School from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1103

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

SERVICE AGREEMENT Agreement No. 202122-135 REVISED

betv and	S AGREEMENT made and entered into this 27th of July , 2021 by and ween De Jong's Sweeping Service , hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually see as follows:
r g	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. De Jong's will provide sweeping services for the front and back parking lots at
	Warren High School three times monthly at \$480.00 per month from 7/1/21 - 6/30/22
(((Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$5,760.00, not to exceed \$5,760.00 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.
77	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
	Term. The term of this agreement begins 7/1/21 and will terminate on or before 6/30/22 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. _____202122-135REVISED_

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

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

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

Philip De Jong

DISTRICT

Business Services

Downey Unified School District

11627 Bro	okshire Ave.	Address:	220 Olive	PI
Downey, C	CA 90241		Brea, CA	92821
Contact: D	Debbie Black	Contact:	Philip De	
(562)469-6	3521/dblack@dusd.net	Phone/email:	562-706-0	0587/dejongsweeping@msn.cc
named parti	S WHEREOF, this Agreeme es, on the date indicated bel		ccepted ar	nd agreed by the below
DISTRICT		SER	VICE PR	OVIDER
DOWNEY U	INIFIED SCHOOL DISTRIC	T De	Jongs Swee	eping Service
Signature		Sign	nature	HUJG
Print Name:	Christina Aragon	Pri	nt Name:	Philip De Jong
Print Title:	Associate Superintendent Business Services	Pri	nt Title:	Owner/Operator
Date:		Da	te:	7/27/21
	District use	only below li	ne	
	mber to be Charged 01.0-00 Assistant Principal	000.0-00000-270	00-5890-42	61500
41	Fitle of Site Administrator-Ple	ease print		
	Heicke			7/27/21
Signature of	f Site Administrator			Date
Signature of	f Program Director ONLY IF	using categori	cal funds	Date
Downey Unified Service Agreem		D		Page 4 of 4

DE JONG'S SWEEPING SERVICE INC.

Thirty Years of Reliable Service

Parking Lot Sweeping and Steam Cleaning

July 27, 2021

Downey Unified School District 11627 Brook Shire Ave Downey, CA 90241

SITE: Warren High School

As always, we appreciate this opportunity and will do our best to keep your confidence in us and will service your property in our most professional manor.

POWER SWEEPING AND STEAM CLEANING

- Using a back-carried blower to blow debris away from the entrances and sidewalks each time we service your property.
- Blow debris away from cement car stops, from out of corners, and away from any other inaccessible areas.
- 3. Sweep around parked vehicles as best possible.
- 4. Clean the loading docks as best possible: N/A
- 5. Power sweep the front entries, parking areas, drive thru areas as well as any open areas.

Parking lot sweeping service of front parking lot 3x's per month Parking lot sweeping service of back main area 3x's per month Sidewalk and Trash enclosure Steam Cleaning

\$300.00 per month \$180.00 per month N/A

Price includes collection of small loose debris only. We do not remove oil, grease or liquids in any form

from sidewalks, or pa

Approved

Date 7/28/21

If you have any questions, please feel to call.

Philip De Jong, President

220 Olive P1

Brea, CA 92821

Phone (562)706-0587



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 45. RATIFY the C-STEM Participation Agreement No. 202122-144 with The Regents of the University of California, on behalf of the UC Davis Center for Integrated Computing and STEM Education, to provide a C-STEM curriculum and software program at Warren High School, from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1104

UC Davis Agreement #
DUSD Agreement No. 202122-144

C-STEM PARTICIPATION AGREEMENT

(Downey Unified School District)

This participation agreement ("Agreement") is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University") on behalf of its UC Davis Center for Integrated Computing and STEM Education ("C-STEM or The C-STEM Center"), and DOWNEY UNIFIED SCHOOL DISTRICT "District", collectively, the "parties".

WITNESSETH:

WHEREAS, The C-STEM Center has established a comprehensive program and curricula for computing and STEM education (the "C-STEM Program") and supports a network of school districts, colleges, universities, and private sector collaborators (the "C-STEM Network"); and

WHEREAS, District desires to implement the C-STEM Program in order to provide its students specialized training in science, technology, engineering, and mathematics (STEM) subjects, which consists of various curricular programs (the "C-STEM Curricular Program(s)"); and

WHEREAS, District shall have access to all C-STEM Program curricula and annual updates as well as access to the C-STEM electronic communication network, online systematic assessment and evaluation, online on-going training, online program support and additional benefits; and

WHEREAS, the parties desire to work together to maximize the benefit of the C-STEM Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the C-STEM Program.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Purpose</u>. The purpose of this Agreement is to provide District with access to the C-STEM Curricular Program according to the following terms and conditions.
- 2. <u>Term.</u> The term of this Agreement shall begin as of the date last signed below continuing through July 31, 2022.
- 3. Application and Information. District's application forms showing participating schools, contact information and dollar amounts are attached as Exhibit A and are by this reference made a part hereof. District represents that the information contained in the application remains accurate as of the date of this Agreement. In the event that District elects to have additional schools or sites added, or elects to make other material changes such as adding additional C-STEM Curricular Programs, District must first complete the necessary data entry and/or information reasonably required by the C-STEM Center, followed by an amendment signed by the parties.
- 4. <u>C-STEM Requirements for Implementation</u>. District agrees to implement the C-STEM Program according to the program and implementation requirements established by the C-STEM Center ("C-STEM Program Requirements" or "Program Requirements" attached hereto as Exhibit

B and made a part hereof), which shall include, but not be limited to, Program Requirements governing participation fees, sequencing, courses, training, certification or maintenance of program standards, and other aspects of a successful implementation of the C-STEM Program and C-STEM courses by participating entities. Program Requirements are available on the C-STEM Center website and may be modified from time to time by the C-STEM Center in its sole discretion. Should participation fees be modified, C-STEM will give District thirty (30) days' notice of such modification before such fee will be imposed on District.

- 5. <u>C-STEM Curricular Program.</u> District agrees to follow the C-STEM curricula and to meet C-STEM quality standards and practices including any concurrent student course requirements as reasonably established by the C-STEM Center for students to be successful in the C-STEM Program. C- STEM Elementary School, Middle School and High School Curricular Programs, including concepts and objectives, must be taught in its entirety without interruption or any unauthorized modification. The C-STEM Supplementary Implementation Curricular Program allows schools more flexibility in implementation but has added restrictions which prevents schools from classifying themselves as a C-STEM School or classifying the course as a C-STEM A- G course. Additional information is found in the Program Requirements.
- 6. <u>C-STEM Software</u>. The C-STEM curricula are supported by proprietary C-STEM software including electronic documents and programs that align with the C-STEM curricula. Districts must install and allow students' access to required C-STEM Center software during the term of this agreement. The term for the right to use C-STEM software is the then-current academic year of this Agreement, after which District must cease the use of the C-STEM Software unless this Agreement is renewed for additional terms. District agrees to maintain reasonable security measures to protect the C-STEM Software, and to prohibit its unlawful use. When not in actual use, District agrees to secure the C- STEM Software. District agrees to accept all risk and liability for use of C-STEM Software programs.
- 7. Third Party Software. The C-STEM curricula are supported by certain third party software programs (Third Party Software) that align with the C-STEM curricula to provide students with rigorous and relevant application of skills. District must obtain or purchase annual or other available rights to Third Party Software programs which are integrated into the C-STEM Program courses in that academic year. These rights may be subject to limitations established by the owner of the Third Party Software, which may include school or site restrictions, as outlined in the Program Requirements. If the right to use the Third Party Software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which District must cease the use of the Third Party Software unless this Agreement is renewed for additional terms. All Third Party Software shall be subject to the standard end-user license agreement from the Third Party Software vendor, a copy of which is included with the Third Party Software, and copyright for each Third Party Software package remains with its owner and is protected by applicable copyright law. District agrees to maintain reasonable security measures to protect the Third Party Software, and to prohibit its unlawful use. When not in actual use, District agrees to secure the Third Party Software. District agrees to accept all risk and liability for use of such third party Third Party Software

programs. Additional information is found in the Program Requirements.

- C-STEM Curricular Program Annual Participation Fee. Upon payment of an annual participation fee for each school or site participating in the C-STEM Program in the amount of \$1,000 per elementary school, \$1,000 per middle school, or \$1,000 per high school for a total amount of \$1,000 by District to C-STEM, District will have access to the C-STEM Curricular Program. District will access the C-STEM Curricular Program through its website at http://c-stem.ucdavis.edu/. The participation fee(s) shall be due and payable in the amount of \$1,000 no later than August 31st during the term hereof. Correspondence or inquiries regarding payment should be directed to the following addresses: C-STEM Center Finance Officer, One Shields Avenue, 2132 Bainer Hall, MAE Dept., Davis, CA 95616. Email: orders@c-stem.ucdavis.edu Telephone: (530) 752-9082. Current participation fees are set forth in the Program Requirements. The participation fee covers program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments. A full list can be found in the Program Requirements. The C-STEM Center may adjust any participation fees on an annual basis in the sole discretion of the C-STEM Center, provided, however, that the C-STEM Center shall provide notice no later than March 1 of each year of any such increases or decreases for the following academic year. Additional information is found in the Program Requirements.
- 9. Required C-STEM Teacher Training. Teachers are required to successfully complete course specific C-STEM Teacher Training for each C-STEM course they will instruct. District will select each teacher for participation in the C-STEM Teacher Training program. It is the sole responsibility of District to ensure that every teacher meets all Federal, State and local requirements to teach each respective C-STEM course. District shall register each teacher being selected for training and teaching with the C-STEM Center by the date required under the Program Requirements. The C-STEM Center reserves the right to accept or reject any training or teaching candidate. Additional information is found in the Program Requirements.
 - 9.1. C-STEM Conference and C-STEM Symposium. The annual C-STEM Conference and C-STEM Symposium are a professional development conference for school counselors, post-secondary advisers, principals, teachers and school/district/county administration to learn more about the C-STEM Program as well as why and how they should encourage students to enroll in the C-STEM Program. C-STEM Center and its Affiliates provide C-STEM Teacher/Counselor/ Administrator Training annually, in the form of the annual C-STEM Conference and C-STEM Symposium. It is strongly encouraged to have teachers/advisers/counselors/administrators to attend a C-STEM Conference or C-STEM Symposium at least once per year. The Entity will permit the attendance of appropriate teachers/advisers/counselors and shall pay all fees and expenses in conjunction with this C-STEM Conference and/or C-STEM Symposium.
- 10. <u>Liability</u>. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

- 11. <u>University Insurance</u>. University warrants that it shall maintain, during the term hereof, a program of self-insurance combining the coverages and minimum limits described in the following subsections. University to notify District at least thirty (30) days prior to and policy modification, change, or cancellation.
 - 11.1. General Liability Insurance.

Per Occurrence General Aggregate

\$1,000,000 \$2,000,000

- 11.2. <u>Workers' Compensation</u>. University shall maintain workers' compensation insurance as required by California law.
- 12. <u>District Insurance</u>. District warrants that it shall maintain, during the term hereof, a program of commercial general liability insurance or self-insurance combining the coverages and minimum limits described in the following subsection. District to notify University at least thirty (30) days prior to cancellation.
 - 12.1. Commercial General Liability Insurance.

Per Occurrence General Aggregate \$1,000,000 \$2,000,000

12.2. <u>Workers' Compensation</u>. District shall maintain workers' compensation insurance as required by California law.

13. Equipment Used in the C-STEM Program.

- 13.1. Equipment. The C-STEM Purchasing guide includes details on equipment, supplies and other items (collectively referred to as "equipment" in this Agreement) that are required to implement the C-STEM Program. To ensure that District's school or site facilities properly support the C-STEM Program, and to provide special purchase or license agreements and other costs savings practices negotiated by the C-STEM Center, in some instances it is required that specific equipment (including Third Party Software) be used due to curricular requirements. Unless specific equipment is required by the C-STEM Center, District may implement the C-STEM Program using equipment purchased from vendors not listed in the C-STEM Purchasing guide, provided such equipment meets or exceeds program specifications and adequately supports the C-STEM Program. The District shall be responsible for ensuring that equipment will meet or exceed Program Requirements and adequately support the C-STEM Program. Additional information is found in the Program Requirements.
- 13.2 <u>Safety</u>. District is solely responsible for the safe and proper implementation of the C-STEM Program at its sites and schools. District hereby covenants and agrees that any facility used to teach the C-STEM Program shall be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used thereon shall at all times comply with applicable standards and/or customary practices relating to safety and reasonable use. District shall be solely responsible for providing its teachers with appropriate safety training relating to the implementation of the C-STEM Program.
- 14. <u>Assessment and Evaluation of Results.</u> The C-STEM Center assists and supports participating entities and the quality of the C-STEM Program through studying and evaluating the effectiveness of the C-STEM Program on an ongoing basis in order to update instructional, curricular

and assessment materials and otherwise improve the instruction that C-STEM participating entities provide to students. These efforts include the development, validation, and administration of assessments, examinations, surveys and/or other measurement tools on behalf of entities during their participation in the C-STEM Program. The C-STEM Center's ongoing studies review longitudinal student achievement data. The C-STEM Center retains data for four to six academic years after a student's estimated matriculation date, after which time the data is destroyed; at the request of District, a copy of the data will be returned to District prior to destruction. In support of these efforts, District acknowledges its participation annually in the C-STEM systematic assessment and evaluation process when District uses the C-STEM Elementary School, C-STEM Middle School, and/or C-STEM High School Programs. The C-STEM Center will provide, and District will annually participate in, the C-STEM online systematic assessment and evaluation process conducted by the C-STEM Center and/or its designated representatives, which includes online teacher registration, online student rostering/ registration, and full participation in various assessments, examinations, surveys and/or other measurement tools using technology and other support services provided by the C-STEM Center. District and the C-STEM Center acknowledge and agree that the personally identifiable data is confidential, and shall be used, shared and maintained for the purposes set forth above and only in accordance with reasonable privacy/security measures, proper professional practices, student confidentiality and applicable laws, including FERPA. Notwithstanding any language to the contrary, C-STEM may publish results from assessments and surveys in aggregate provided no personally identifiable data is included. Use or access to any protected data obtained as a result of these studies will be limited to representatives with a legitimate interest in accessing this data and re-disclosure of any personally identifiable information will be done in limited instances only, and only as allowed by, and consistent with, applicable laws. District shall be responsible for implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

- 15. <u>Delivery of Materials and Communication</u>. In order to facilitate the delivery of the C-STEM curricula and other C-STEM Program materials to District, and to facilitate communication for the C-STEM Network, the C-STEM Center will use various internet applications and systems. The C-STEM Center shall determine which systems and applications will be used, in its sole discretion, and will implement reasonable security measures to safeguard sensitive data. Schools will implement appropriate measures to facilitate communication with these applications and systems. Additional information is found in the Program Requirements.
- 16. <u>Use of C-STEM's Marks</u>. District shall not use the name or mark of the UC Davis C-STEM Center in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of the UC Davis C-STEM Center. District acknowledges that the C-STEM Center retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to in this Agreement as "materials").

17. License.

17.1. Non-exclusive. The C-STEM Center grants to District a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or Rev. 5.17.2021

electronic materials developed and/or used in connection with the C-STEM Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing C-STEM instruction, and appropriate training for authorized teachers. Any other use, reproduction, disclosure or distribution of such materials, including but not limited to commercial use, shall be strictly prohibited.

- 17.2. Program Identification. The C-STEM Center, C-STEM, the C-STEM graphics, and other marks used in the C-STEM Program are service/trademarks of the C-STEM Center. During the term of this Agreement, District shall use the appropriate logos, marks and other identifying materials on all C-STEM Program materials and communications with teachers, students, officials and community constituents. The C-STEM Center will supply District with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the C-STEM Program. Upon termination of this Agreement, District shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the C-STEM Program without the prior written consent of the C-STEM Center. All press releases and other public pronouncements involving the C-STEM Program shall be subject to the advance approval of the C-STEM Center through the C-STEM Center's designated representative. District agrees to reasonably promote and publicize the C-STEM Program in order to encourage student participation and to retain its distinct character.
- 17.3. C-STEM Educator Certification. Teachers certify as a UC Davis C-STEM Certified Educator with attendance and completion of an official C-STEM Professional Development including UC Davis C-STEM On-Site Professional Development, UC Davis C-STEM 2-Day Workshop, UC Davis C-STEM Summer Workshop, UC Davis C-STEM Summer Institute, UC Davis C-STEM Summer Academy, UC Davis C-STEM Summer Boot Camp, or C-STEM Camps for Accelerated Math Learning, or other C-STEM professional development sessions. Teachers utilize the C-STEM Subscription and implement the C-STEM Curriculum as their primary curriculum or supplementary curriculum in their class, afterschool program, or summer program.
- 17.4. C-STEM School Certification. Schools and entities can be certified as a C-STEM Certified School with five or more C-STEM Certified Educators.
- 17.5. C-STEM District Certification. Districts can be certified as a C-STEM Certified District with having at least 50% of their schools certified as a C-STEM Certified School.
- 17.6. <u>Termination</u>. The license granted hereunder shall cease upon the earliest to occur of: (i) the termination of this Agreement; or (ii) the C-STEM Center providing sixty (60) days written notice to District of its election to revoke the license. Upon termination of the license all material shall cease to be used and, at the election of the C-STEM Center, all C-STEM software, including electronic documents and programs, shall be uninstalled from all District computers, and in no event later than fifteen (15) days after the effective date of termination.
- 18. Representations and Warranties of District. District hereby makes the following representations and warranties: (a) This Agreement has been duly approved by the governing authority of District, and the person executing this Agreement on behalf of District has been duly authorized to so act by such District; (b) This Agreement is a legally binding agreement whose rights and obligations run only between District and the C-STEM Center and District's execution of this Agreement does not create rights in any other party; and (c) The terms of this Agreement do not violate or conflict with District's charter or any other of its rules of governance, the laws of District's

State or any subdivision thereof, or any other agreement to which District is a party.

19. Default.

- 19.1 <u>Material Breach and Cure Period</u>. Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.
- Non-payment or Failure to Implement Program. If District fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the C-STEM Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of the C-STEM Center. In the event that District implements one or more courses, but fails to timely and properly implement the courses required for District's C-STEM Curricular Program(s), then, this Agreement may immediately terminate, at the option of the C-STEM Center.
- 19.3 Other Remedies. In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.
- 20. Protection of Intellectual Property. District agrees to adhere to any and all restrictions in connection with equipment, C-STEM Software, Third Party Software and other intellectual property use agreements between the C-STEM Center and Third Party Software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by the C-STEM Center or the owner of the intellectual property. Upon termination of this Agreement, District shall discontinue use of all Third Party Software or other intellectual property provided to them pursuant to this Agreement or through special agreements relating to District's participation in the C-STEM Program. The C-STEM Center assumes no liability for the non-performance of the Third Party Software or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the Third Party Software or other intellectual property. District agrees that if it materially breaches these restrictions, its right to use such Third Party Software or other intellectual property will be terminated and all Third Party Software or other intellectual property shall be immediately returned to the C-STEM Center or the owner. District shall solely be responsible for any remedies sought by the owner relating to District's breach of these provisions, and the C-STEM Center shall not be liable in any way for such breach.
- 21. <u>Disclaimer of Warranty</u>. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 22. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
- 23. <u>Assignment.</u> District is prohibited from assigning to or in any other way enabling any of its rights under this Agreement to inure to any third party without the prior written consent of the C-STEM Center. This prohibition on assignment shall be a material term of this Agreement and any violation of this Section shall be a material breach of this Agreement, which shall allow the C-STEM Center to terminate this Agreement.
- 24. <u>Severability</u>. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
- 25. <u>Notice</u>. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, e-mail, facsimile, or personal service at the addresses shown below. Either party may change its address by written notice to the other during the term.

UNIVERSITY Business & Revenue Contracts University of California, Davis One Shields Avenue Davis, CA 95616 DISTRICT
Downey Unified School District
Attn: Nanette Johnson
11627 Brookshire Ave
Downey, CA 90241
njohnson@dusd.net

And to:

C-STEM Center Finance Officer One Shields Avenue 2132 Bainer Hall MAE Dept. Davis, CA 95616 Email: orders@c-stem.ucdavis.edu

Telephone: (530) 752-9082

- 26. <u>Relationship of the Parties</u>. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
- 27. Governing Law. This agreement shall be construed pursuant to California law.
- 28. <u>Entire Agreement</u>. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have each executed this Agreement on the dates indicated below.

AGREED:

THE DOWNEY UNIFIED SCHOOL DISTRICT

THE REGENTS OF UNIVERSITY OF CALIFORNIA

Ву:		By:	
	Print name: Christina Aragon		
Title:	Associate Superintendent of Business Services	Procurement & Contracting Services UC Davis	
Date:	9/7/2021	Date:	



2021-2022 C-STEM Application Form Part 1: District **UC Davis C-STEM Center**

District Information:

District Name:	Downey Unified School District	histrict			
County Name:	Los Angeles County				
Mailing Address:	11627 Brookshire Ave				
City:	Downey	State:	CA	Zip code:	90241
Website:	www.dusd.net	Phone:	562-469-6500	Fax:	562-469-6597
Academic Year Start Date:	Date: 8/11/2021		Academic Year End Date:	d Date:	6/2/2022
Total Number of Schools: Total number of schools in district	ools: 20		Total Enrollment: Total enrollment across all school sites	s all school sites	22649
# of Elementary Schools:	ols: 13	# of Middle Schools: Highest Grade 8	4	# of High Schools: Highest Grade 12	3

District Contact Information:

Title	Name	Email	Phone Number
Superintendent	Dr. John Garcia	jgarcia@dusd.net	562-469-6510
CTE Coordinator	John Harris	jharris@dusd.net	562-469-6577
Secondary Education Coordinator	Dr. Rani Maline-Bertsch	rbertsch@dusd.net	562-469-6780
Elementary Education Coordinator	Jennifer Robbins	jrobbins@duds.net	562-469-6566
Legal Document Signatory	Dr. John Garcia	jgarcia@dusd.net	562-469-6510
Title: Superintendent			
Primary Finance Contact:	Christina Aragon	caragon@dusd.net	562-469-6519
Lead IT Contact Primary person responsible for software installation on computers used in C-STEM Implementation.	Chris Nezzer	cnezzer@dusd.net	562-469-6901
C-STEM Lead Contact: Primary person responsible for coordinating C-STEM	Nanette Johnson	njohnson@dusd.net	562-469-6558

UC Davis C-STEM Center, One Shields Ave 2132 Bainer Hall, Davis, CA 95616 Phone: (530) 752-9082 Fax: (530) 752-4158

https://c-stem.ucdavis.edu

UC Davis Center for Integrated Computing and STEM Education info@c-stem.ucdavis.edu

Participating Sites:

		Based on highest grade level offered at site. Elementary up to grade 6 Middle up to grade 9 High up to grade 12 Community College grade 13+	(private, public, charter, etc.)
А	Warren High School	High School	Public
В			
C			
D			
E			
F			
9			
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N			
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Please complete Application Part 2 for each school site listed above.

UC Davis C-STEM Center, One Shields Ave 2132 Bainer Hall, Davis, CA 95616
Phone: (530) 752-9082
Fax: (530) 752-4158
https://c-stem.ucdavis.edu

UC Davis Center for Integrated Computing and STEM Education info@c-stem.ucdavis.edu



UC Davis C-STEM Center 2021-2022 C-STEM Application Form Part 2: School Site

School Site Information:

	14/	1 1 1	0						91	Site Letter:		<
School Name:	Warre	Warren High School	200	1001						(From part 1: district)	(; district)	(
Mailing Address:	8141 De Palma St	ma St										
City:	Downey			State:	: CA			Zip code:		90241		
Website:	www.warren.dusd.net	dusd.net		Phone:		562-869-7306		Fax:	35	562-469-7360	0	
Number of Enrolled Students: 3504	Students:	3504						% FRMP:		%6.9%		
Race/Ethnicity Perentages:	intages:	African 3.3	3.3	American Indian .3		n 1.4	Asian 1.4 Caucasian: 4	4	Hispanic:	Hispanic: 89,3	Other: 1.7	1.7

School Site Contact Information:

Title:	Name:	Email:	Phone Number:
Principal	Cari White	cwhite@dusd.net	562-869-7306 x5800
Lead Curriculum Contact	Cari White	cwhite@dusd.net	562-869-7306 x5800
Office / Accounts Manager	Rosie Abrego	rabrego@dusd.net	562-869-7306 x5801
Lead IT Contact Primary person responsible for software installation on computers used in C-STEM Implementation.	Chris Nezzer	cnezzer@dusd.net	562-469-6901
C-STEM Lead Contact: Primary person responsible for coordinating C-STEM Implementation	Nanette Johnson	njohnson@dusd.net	562-469-6558

School Computers Information:

TIT SCARCILICACION STATE	>	Number of Computers:			
Does each student have their		Windowe:	Mac	Chromebook	
own compute? Yes/no		Verillows.	Magain		

UC Davis Center for Integrated Computing and STEM Education info@c-stem.ucdavis.edu

UC Davis C-STEM Center, One Shields Ave 2132 Bainer Hall, Davis, CA 95616
Phone: (530) 752-9082
Fax: (530) 752-4158
https://c-stem.ucdavis.edu

Participating Teachers:

#	Teacher Name	Phone #	M/F male / female	Credentials Held	C-STEM Training Please list any C-STEM trainings this teacher has attended.
d	Glenn Gonzalez	562-869-7306	Σ	Single Subject Math	initial training
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g					
I					

Courses for C-STEM Implementation:

1 Integra 2 3 4 5 6 7 9	Course Title If C-STEM Materials are being used in afterschool program, please indicate the program here as well.	/ Afterschool Will C-STEM materials be supplemental in this course, the core curriculum, or afterschool?	Grade Level(s) Grade levels of students in the course	# of Sections	Total Enrollment Across all sections	Teacher Use the Letter in each row above.
9 2 3 3 6 6 6 7 7 7 9 9 9 9 9 9 9 9 9 9 9 9 9 9	Integrated Math II with Computing and Robotics	Core	10	-	30	A
2 2 2 3 3 3 4 3 3 4 5 4 3 3						
9 2 8 8 9 9						
2 9 2 8 8 8						
9 2 8 6						
8 8 6						
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0						
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10						

UC Davis C-STEM Center, One Shields Ave 2132 Bainer Hall, Davis, CA 95616
Phone: (530) 752-9082
Fax: (530) 752-4158
https://c-stem.ucdavis.edu

UC Davis Center for Integrated Computing and STEM Education info@c-stem.ucdavis.edu

Exhibit B

C-STEM CENTER AGREEMENT PROGRAM REQUIREMENTS

This document and the **C-STEM** Agreement each contain legally binding obligations for participating entities. In order for a full understanding of the C-STEM program requirements, the two documents must be reviewed together.

Entities are required to consult with their state education departments and **C-STEM** state teams to ensure that they understand and follow important factors and implications in their states, which include funding requirements and opportunities, and state department of education guidelines.

I. DEFINITIONS

Entity: There are various types of organizations that implement the **C-STEM** Program. In order to encompass all of these various types, we are using the term "Entity or entity," which includes districts, participating schools, or other organizations that are authorized to enter into the C-STEM Agreement with the C-STEM Center.

Requirement: A Requirement must be followed when implementing the **C-STEM** Program. Unless an entity is provided with a waiver from a Requirement, the Entity is responsible for implementing the Requirement into its **C-STEM** Program.

C-STEM	Curricular	Programs:
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C-STEM School Elementary School
C-STEM School Middle School
C-STEM School High School
Supplementary Implementation

II. C-STEM SCHOOL --- ELEMENTARY SCHOOL

C-STEM Elementary Schools implement C-STEM Common Core State Standards aligned mathematics and Computer Science/STEAM courses that prepare students for secondary STEAM subjects and STEAM experiences.

The Entity must offer its students a minimum of one **C-STEM** course from the date that it commences the curricular program. In subsequent years, schools should develop a plan to offer both mathematics courses and one or more of the Computer Science/STEAM courses. These courses are:

Mathematics Courses:

	Mathematics with Robotics Kindergarten
	Mathematics with Robotics Grade 1
	Mathematics with Robotics Grade 2
	Mathematics with Robotics Grade 3
	Mathematics with Robotics Grade 4
П	Mathematics with Robotics Grade 5

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	Mathematics with Robotics Grade 5
Comp	uter Science and STEAM Courses: CS and STEAM with Robotics Kindergarten CS and STEAM with Robotics Grade 1 CS and STEAM with Robotics Grade 2 CS and STEAM with Robotics Grade 3 CS and STEAM with Robotics Grade 4 CS and STEAM with Robotics Grade 5 CS and STEAM with Robotics Grade 6
III.	C-STEM SCHOOL MIDDLE SCHOOL
mathe	EM Middle Schools implement C-STEM Common Core State Standards aligned matics and CTE courses that prepare students for college STEM majors, or post-secondary experiences. The following are the minimum implementation requirements:
comm	ntity must offer its students a minimum of one C-STEM course from the date that it ences the curricular program. In subsequent years, schools should develop a plan to offer nathematics courses and one or more of the CTE courses. These courses are:
Mathe	matics Courses: Math 7 with Computing (M7C) Math 8 with Computing (M8C)
CTE (Courses: Computer Programming with Ch (CPCH) Robotics and Film Production (RFP)
	g other factors, it is particularly important that Entities check with their state education tments to determine state-level minimum course requirements which may be higher.
level r	STEM Middle School courses require satisfactory prior completion of appropriate grade math courses. Grade level courses should be those that support a student's requirements ds matriculation.
The m	nost recent version of the curricula for each C-STEM course must be used.
minute	STEM Middle School courses are designed as year-long courses on a standard 45-50 e schedule. Schools may use alternative schedules, such as alternating block, as long as burse is implemented in its entirety.
The E	entity will determine the sequence of C-STEM courses for implementation.
IV.	C-STEM SCHOOL HIGH SCHOOL

C-STEM High Schools implement C-STEM Common Core State Standards aligned mathematics and CTE courses that prepare students for college STEM majors, or post-secondary STEM experiences. The following are the minimum implementation requirements:

The Entity must offer its students a minimum of one **C-STEM** course from the date that it commences the curricular program. In subsequent years, schools should develop a plan to offer both mathematics courses and one or more of the CTE courses. These courses are:

Mathematics Courses:

- Integrated Mathematics 1 with Computing (IM1C)*
- Integrated Mathematics 1 with Computing and Robotics (IM1CR)*
- Integrated Mathematics 1 with Computing and Robotics Honors (IM1HCR)*
- Integrated Mathematics 2 with Computing and Robotics (IM2CR)**
- Integrated Mathematics 2 with Computing and Robotics Honors (IM2HCR)*
- Integrated Mathematics 3 with Computing and Robotics (IM3CR)**
- Algebra 1 with Computing (Alg1C)*
- Algebra 1 with Computing and Robotics (Alg1CR)*
- Algebra 1 with Computing and Robotics Honors (Alg1HCR)*
- Geometry with Computing and Robotics (GeoCR)**
- · Geometry with Computing and Robotics Honors (GeoHCR)*
- Algebra 2 with Computing and Robotics (Alg2CR)**

Science Courses:

- · Computing with Robotics*
- Physical Computing with Arduino*
- Physical Computing with Pi and Arduino*

CTE Courses:

- Computer Programming for Solving Applied Problems (CPAP)*
- Computing with Robotics (CR) *
- Computer Programming with C for Arduino**
- AP Computer Science Principles with Robotics (APCSPR)**
- Principals and Design of Cyber Physical Systems (PDCPS)**

Among other factors, it is particularly important that Entities check with their state education departments to determine state-level minimum course requirements which may be higher.

All **C-STEM** courses require concurrent enrollment in (or satisfactory prior completion of) appropriate grade level math courses. Grade level courses should be those that support a student's requirements towards matriculation.

The most recent version of the curricula for each C-STEM course must be used.

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^{*}A-G Approved for UC/CSU undergraduate admission

^{**} Course will be available for Pilot Adoption

All **C-STEM** courses are designed as year-long or semester courses on a standard 45-50 minute schedule. For schools using alternative scheduling formats, for example, double period or block scheduling, these courses can be completed in an abbreviated time period as long as the course is completed in its entirety.

The Entity will determine the sequence of **C-STEM** courses for implementation.

V. C-STEM Site with Supplementary Implementation

C-STEM Supplementary Implementation allows schools the flexibility of implementing C-STEM Mathematics or CTE curriculum in precise modules rather than its entirety. This includes, but is not limited to, implementing the C-STEM Mathematics curriculum in a supplemental math course that is meant to support students' current math content goals by offering an alternative presentation and viewpoint of identical material, or implementing the C-STEM CTE curriculum in a supplemental elective course or in an after school setting.

While this type of implementation allows schools a greater flexibility to address their specific student population needs, schools implementing this may not apply A-G status to these courses as their implementation does not align with UC A-G requirements.

VI. C-STEM PROGRAM QUALITY

C-STEM Program Quality is an important part of any implementation. Following Program Quality guidelines not only ensures that the program has demonstrated fidelity of implementation, but also fosters an environment of continuous improvement in student outcomes. The Entity must follow Program Quality guidelines, and complete the **C-STEM** Program Certification process individually for each school curricular program. To achieve **C-STEM** Program Certification, entities must execute all required elements of the **C-STEM** Agreement and Program Requirements, in accordance with the **C-STEM** Program Certification Process.

The C-STEM Center encourages collaboration and networking. The Entity will make its participating schools or sites available for observation by other participating entities and exchange information concerning the **C-STEM** Program with other participating entities.

VII. C-STEM Educator Certification

C-STEM Educator Certification. Teachers certify as a UC Davis C-STEM Certified Educator with attendance and completion of an official C-STEM Professional Development including UC Davis C-STEM On-Site Professional Development, UC Davis C-STEM 2-Day Workshop, UC Davis C-STEM Distance Learning Workshop, UC Davis C-STEM Summer Workshop, UC Davis C-STEM Summer Institute, UC Davis C-STEM Summer Academy, UC Davis C-STEM Summer Boot Camp, or C-STEM Camps for Accelerated Math Learning. Teachers utilize the C-STEM Subscription and implement the C-STEM Curriculum as their primary curriculum or supplementary curriculum in their class, afterschool program, or summer program.

VIII. C-STEM School Certification

Schools and entities certify as a C-STEM Certified School with five or more C-STEM Certified Educators.

IX. C-STEM District Certification

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Districts certify as a C-STEM Certified District with having at least 50% of their schools certified as a C-STEM Certified School.

X. PARTICIPATION FEES

As stated in the **C-STEM** Agreement with additional detail, an annual participation fee is assessed for each C-STEM school or site participating in a **C-STEM** Curricular Program. The fees per school or site, or division in a college are as follows:

Elementary Schools (K-6)	\$1,000
Middle Schools (K-8, 6-8)	\$1,000
High Schools (k-12, 6-12, 9-12)	\$1,000
College Level	\$1,000

The participation fee covers program support features including, but not limited to:

- School and technical support
- Student recognition and scholarship opportunities
- Networking opportunities through the C-STEM network
- Post-secondary opportunities, such as preferential admissions
- Opportunities to interact with C-STEM corporate partners
- Best practice sharing
- Expanded teacher pipeline

Single sign-on access to a suite of support applications, including but not limited to:

- End of Course Assessments
- Teacher Professional Learning Communities
- Reporting tools
- · Registration and rostering system
- Score reporting tool

Participation fees are due no later than one month after signing the agreement each year. If an Entity does not pay the participation fees by the due date, it may have interrupted access to the program support features or support applications made available by the C-STEM Center.

XI. TEACHER TRAINING

C-STEM Teacher Training is designed to provide educators with the opportunity to increase their depth of content knowledge, skills, and pedagogy related to specific **C-STEM** course, unit, or module instruction. The professional development model is structured to empower teachers by focusing on proper preparation, in- depth training, and continuing education.

Training Schema:

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- For C-STEM courses, a Master Teacher who is trained by the C-STEM Center will provide training to teachers.
- Districts who are implementing C-STEM courses are encouraged to ensure that there are multiple Master teachers in their district who can provide training.

Teacher Selection:

Teachers instructing a **C-STEM** course, unit, or module should have as a minimum a Bachelor's Degree, and be in compliance with applicable state teacher licensure or certification requirements. Teachers of C-STEM CTE curriculum will benefit from prior experience teaching STEM courses or working experience in a STEM field. Prior knowledge of computer programming or robotics is helpful but not required. The C-STEM Center reserves the right to accept or reject teacher candidates for training, and has the ultimate discretion to determine a teacher's successful completion of training.

*C-STEM teacher training is one qualification for eligibility to teach C-STEM courses, units or modules. Individuals seeking to teach C-STEM Curricular Programs are advised to understand state requirements for teaching these programs.

Training:

- The Entity must require all teachers to successfully complete course, unit, or module specific training prior to teaching a C-STEM course, unit, or module to their students.
- The Entity shall be responsible for all fees and expenses associated with training, including costs as determined by the agreement governing such teacher.
- The Entity shall register teachers through the C-STEM Center systems for training. In the
 event the training is not offered (or is full), or a scheduling conflict exists, the Entity will
 contact the C-STEM Center.
- In the event a participating school or site of the Entity loses a teacher during the academic year, the Entity should contact the C-STEM Center. The C-STEM Center will work with the Entity to create a Professional Development Plan to support the teacher until the next available training session.

Ongoing Training:

- All trained teachers must be properly trained in and teaching the latest version of the C-STEM course, unit or module.
- All C-STEM Program revisions will be released with ongoing training focused on updates for that C-STEM course, unit or module. All trained teachers must complete ongoing training for C-STEM Program updates through one of the following options:
 - Refresher course: the C-STEM Center will provide reduced training for previously trained teachers to update them on new or modified curricula. The Entity shall be responsible for all fees and expenses associated with training.
 - Repeat of training: the C-STEM Center permits previously trained teachers to repeat training. The Entity shall be responsible for all fees and expenses associated with training.

Update Training:

- The C-STEM Center encourages all trained teachers to participate in update training: onsite professional development opportunities offered through the C-STEM Affiliate network.
- . C-STEM Affiliates, as deemed appropriate and necessary, will provide on-site, update

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training. The Entity will be responsible for all fees and expenses associated with on-site training.

XII. OTHER SCHOOL SUPPORT

The annual **C-STEM** Conference and C-STEM Symposium are a professional development conference for school counselors, post-secondary advisors, principals, teachers and school/district/county administration to learn more about the **C-STEM** Program as well as why and how they should encourage students to enroll in the **C-STEM** Program.

C-STEM Conference and C-STEM Symposium:

- C-STEM Center and its Affiliates provide C-STEM Teacher/Counselor/Administrator Training annually, in the form of the annual C-STEM Conference.
- It is strongly encouraged to have teachers/advisers/counselors/administrators to attend a C-STEM Conference or C-STEM Symposium at least once per year.
- The Entity will permit the attendance of appropriate teachers/ counselors/administrators and shall pay all fees and expenses in conjunction with this **C-STEM** Conference.

XIII. SOFTWARE AND EQUIPMENT

Teacher Equipment:

The Entity shall provide each teacher selected to participate in the **C-STEM** Teacher Training program with a laptop computer and software (each meeting the specifications established by the C-STEM Center), to be delivered to the teacher prior to attending training. The laptop must be able to support the software required by the curricular program over time. The laptop computer and software will be used in the **C-STEM** Teacher Training program as well as throughout the instruction of the **C-STEM** Program at each participating school or site of the Entity. The laptop computer and software shall remain in the possession of and be for the sole use of the teacher as long as the teacher is teaching **C-STEM** courses, units or modules.

Prioritization of Use:

The use of the equipment and software by students participating in the **C-STEM** Program shall take precedence over all other use. No other program or activity or student internships will interfere, substitute for or reduce student contact time in connection with the **C-STEM** Program.

Classroom Equipment and Software:

As stated in the **C-STEM** Agreement, there are requirements with respect to equipment and software for use with the **C-STEM** Curricular Programs. The **C-STEM** Agreement should be reviewed closely for guidance on the requirements of all equipment to meet or exceed state specifications.

Annual software rights are subject to limitations established by the owner of the software. These should be reviewed by the Entity, and can be found within each of the software applications.

XIV. SAFETY

The C-STEM Center does not control the day-to-day implementation of the C-STEM Program by

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the entities; safety in the delivery of the **C-STEM** Program is the sole responsibility of the entities. It is therefore important for each Entity to implement appropriate safety protocols for the implementation of the **C-STEM** Program at its participating schools and sites, including any required, recommended or appropriate training for faculty/staff, and adherence to required, recommended or appropriate safety measures and appropriate supervision of students.

XV. ASSESSMENT AND EXAMINATIONS

Each entity must administer the most current version of the End-of-Course (EoC) Assessment provided by the C-STEM Center to its students at the end of each C-STEM Mathematics and CTE Curricular Program course. The Entity shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by the C-STEM Center in its sole discretion. The Entity must administer the EoC Assessments in accordance with guidelines specified by the C-STEM Center, and any deviation from those guidelines must be preapproved and documented. The C-STEM Center shall take reasonable measures to ensure that protected student information is safeguarded and kept private in accordance with applicable law.

This requirement only applies to C-STEM Middle Schools and C-STEM High Schools. This requirement does not apply to Supplementary Implementation schools.

XVI. DATA PRIVACY AND SECURITY

The C-STEM Center works to ensure that data and other records are protected in keeping with the letter and spirit of applicable law. Education records are administered consistent with the Family Educational Records and Privacy Act ("FERPA") and other applicable laws. The C-STEM Center may also have access to other information which is not subject to these laws. The C-STEM Center implements reasonable safeguards and precautions to secure data and protect against unauthorized access to its systems and data, and generally will only share information that it collects or receives as required for administrative purposes, to further its charitable mission, or as permitted by law.

The C-STEM Center assists and supports participating entities and the quality of the C-STEM Program through studying and evaluating the effectiveness of the C-STEM Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that C-STEM participating entities provide to students. These efforts include the development, validation, and administration of assessments, examinations, surveys and/or other measurement tools on behalf of entities during their participation in the C-STEM Program. The C-STEM Center retains data for four to six academic years after a student's estimated matriculation date, after which time the data is destroyed; at the request of the Entity, a copy of the data will be returned to the Entity prior to destruction. (De-identified data may be retained in a secure area and used for historical purposes relating to the continued support of the C-STEM Program.) The Entity will annually participate in the C-STEM online systematic assessment and evaluation process conducted by the C-STEM Center and/or its designated representatives, which includes online teacher registration, online student rostering/registration, and full participation in various assessments, examinations, surveys and/or other measurement tools using technology and other support services provided by the C-STEM Center. The Entity and the C-STEM Center acknowledge and agree that the personally identifiable data is confidential, and shall be used, shared and maintained for the purposes set forth above and only in accordance with reasonable privacy/security measures, proper professional practices, student confidentiality and applicable laws, including FERPA. Use or access to any protected data obtained as a result of these studies will be limited to representatives with a legitimate interest (for

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example, state departments of education) in accessing this data and re-disclosure of any personally identifiable information will be done in limited instances only, and only as allowed by, and consistent with, applicable laws. The Entity shall be responsible for implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

XVII. LICENSE TO C-STEM MATERIALS

Any use or distribution of **C-STEM** materials (which includes the marks, curricula, framework, methodologies, processes, information, materials and other intellectual property owned by the C-STEM Center) is subject to the terms and limitations of the license provided to each entity in its agreement with the C-STEM Center. No participating entities may post or otherwise distribute **C-STEM** curricular and assessment materials on the internet or any extranet. The C-STEM Center has made a significant investment in curricular and assessment materials (which includes items such as the curriculum, teacher training materials, assessments, answer keys and all other such materials), as well as its framework, methodologies and processes, in order to achieve its charitable mission, and has developed these materials in accordance with rigorous standards. If **C-STEM** materials are not appropriately protected, this would compromise the integrity of these materials, increase program costs and impair the viability of the **C-STEM** Program and the C-STEM Center's charitable mission.

XVIII. MARKETING AND PUBLIC RELATIONS

The C-STEM Center recommends entities to market the C-STEM Program in the following ways:

- Advertise the C-STEM Program's existence in the school via a banner or display near the
 entrance of the school this may be done through a certification banner, C-STEM
 Program general banner, or flag, which can be purchased through the C-STEM Center.
- Use the official and current logo and boiler plate language in marketing materials and press releases that include information about the C-STEM Program.
- Mention the school's participation in the C-STEM Program, along with the C-STEM logo, on the school or district's website.

Approved logo files and boiler plate language are available on the C-STEM web site at http://c-stem.ucdavis.edu/about-us/. Past (obsolete) **C-STEM** logos should not be used in a school or on program materials. The C-STEM Center recommends the use of C-STEM standard marketing materials that the Entity may customize for their usage. The C-STEM Center requires that any marketing or communications materials created by the Entity that include information about the C-STEM Center be submitted for prior approval. The C-STEM Center encourages entities to work with the organization to promote the **C-STEM** Program in a manner that is consistent with the national branding of the organization.

XIX. INTERNET TECHNOLOGIES AND ELECTRONIC COMMUNICATIONS

The C-STEM Center will leverage a variety of internet applications and systems to facilitate the delivery of content and curriculum to teachers and students across the entire network. The C-STEM Center shall determine these systems at its sole discretion and will ensure that proper security is provided to safeguard sensitive data. The C-STEM Center will use these systems from time to time to communicate with members of the **C-STEM** network. The Entity shall ensure that it has employed sufficiently current web browser technology to allow teachers and students to access the C-STEM Center systems. This could include emails sent from the C-STEM Center to **C-STEM** network members, notifications in various systems such as online assessment platforms Page 9

or other internet based systems. In order to facilitate these various types of communications including email communication with schools and teachers, the Entity shall add the c-stem.ucdavis.edu domain name to safe sender or white list registers at the district, school and individual user levels. In the case of organizations with firewalls or other filtering technology in place to support their security needs, the Entity shall make accommodations to its infrastructure to ensure that the C-STEM Center's electronic communications are received by recipients within the Entity's network. In cases where the C-STEM Center uses specific internet based systems for delivery of curriculum, assessments or other relevant content to schools, teachers and students, the Entity shall ensure annually that all programs and users are properly registered and rostered into these systems in keeping with the policies and procedures the C-STEM Center puts in place to ensure secure access to relevant information.

XX. IMPORTANT ADDITIONAL REQUIREMENTS

In the event that the Entity does not implement the **C-STEM** Program for the fall or spring semester of the academic year immediately following the date of this Agreement (for any of Entity's sites or schools registered as of the date of the agreement), or for the fall or spring semester following registration, as applicable (for any of Entity's sites or schools registered after the date of this agreement), then the Entity must notify the C-STEM Center within ten days of the commencement of the then academic year to determine a mutually agreeable new implementation schedule.

Entity agrees to support the program administratively. Currently, a key role in the process is the District Administrator (or their delegate) who at a minimum must manage the related Agreement processes and also keep contact information updated.

Thank you for your close review of these important Program Requirements, which are legally binding as part of the **C-STEM AGREEMENT**. If you have any questions, please contact the **C-STEM** Center.

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Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 46. RATIFY Service Agreement No. 202122-146 with LRA Interpreters to provide written and oral translations or interpretations via online distance only to the DHH Program from August 9, 2021 through June 30, 2022.

Supporting Documents



scan1105

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

SERVICE AGREEMENT Agreement No. 202122-146

TI	HIS AGREEMENT made and entered into this 30th of JULY , 2021 by and
ar	etween Leo Rosenblum & Assoc. DBA: LRA Interpretars, Inc., hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually gree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Agency will provide written/oral translations/interpretations via online distance only to the
	DHH Program as needed.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{\text{Per attached LRA 2021-2022}}{\text{Dansisting & Interpreter Fee}}\], not to exceed \$\frac{10,000.00}{\text{DOUDLER}}\] for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 8/09/21 and will terminate on or before 6/30/22 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is

determined that the SERVICE PROVIDER or SERVICE PROVIDER's

the performance of the work of the Agreement.

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

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

General Liability:

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

Automobile Liability:

- \$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 Dis	strict	
Service Agreement No.	202122-146	

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

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

Downey Unified School Dis	strict
Service Agreement No	202122-146

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER **Downey Unified School District** Name: Leo Rosenblum & Assoc. **Business Services** DBA: LRA interpreters, Inc. Dept.: 11627 Brookshire Ave. Address: 1405 N. San Fernando Blvd # 202 Downey, CA 90241 Burbank, CA 91504 Contact: Debbie Black Contact: Nicole Plocker (562)469-6521/dblack@dusd.net Phone/email: (818) 861-7844 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 Leo Rosenblum & Assec. DBA: LRA Interpreters, Inc. Signature Signature Print Name: Christina Aragon Print Title: Associate Superintendent **Print Title: Business Services** Date: Date: District use only below line Account Number to be Charged 01.2 -65000.0-57601-11900-5817-7435000 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** Page 4 of 4 Service Agreement No. ___

202122-146



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 47. RATIFY Service Agreement No. 202122-148 with UCLA School of Education and Information Studies to provide training and support for the Introduction to Data Science Project/UCLA Curriculum Implementation from July 1, 2021 through June 30, 2022.

Supporting Documents



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AGREEMENT FOR CONSULTANT SERVICES UCLA

Graduate School of Education & Information Studies

<u>Downey Unified School District</u> herein after referred to as The District, and The Regents of the University of California on behalf of the Introduction to Data Science (IDS) Project/UCLA GSE&IS Center X, hereinafter referred to as Consultant, enter this agreement this <u>1st</u> day of <u>July</u>, <u>2021</u> and mutually agree as follows:

- 1. The District requires from time to time the services of a consultant in curricular areas.
- 2. The Consultant is a professional and is qualified to perform the services in the area of Professional Development-Introduction to Data Science (IDS) required by this agreement.

Description of Services

- a. Develop and enhance teacher's content knowledge and instructional strategies aligned with the California Board of Education adopted standards and frameworks.
- b. Expand statewide opportunities for professional development by developing a network of teacher leaders who are capable of assuming leadership roles in their profession.
- c. Improve the achievement of students in low performing schools through the development of partnerships.
- d. Develop and maintain professional education communities that create opportunities for teacher networking and learning.
- 3. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent or employee of the District and he/she will not present himself/herself as an officer, agent or employee of the District.
- 4. UNIVERSITY shall defend, indemnify, and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees, or agents.
- 5. The Downey Unified School District shall defend, indemnify, and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performances of this Agreement but only in proportion to and to the extent such as liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The District its officers, employees or agents.
- 6. This agreement is effective <u>July 1st</u>, <u>2021</u> and shall continue in effect until terminated on <u>June 30th</u>, <u>2022</u> and shall not exceed the sum of <u>\$3,990.00</u> for 1 years (2021-2022) for support for IDS technology. See MOU for a more detailed description of services and cost structure, or go to the *IDS 2-Year Partnership Program and Cost Structure* document: https://tinyurl.com/IDS-Partnership-Costs

The fee shall be paid by Downey Unified School District. The fee includes coordinator fees, presenter fees, and presentation materials.

7. Consultant will provide the School/District with a bill for services performed and payment will be based on days of service actually performed. The school/district will be billed in the following manner: see Payment Schedule below. Checks will be made payable to Regents of UC upon receipt of an invoice. Payment is due upon receipt of a UC invoice.

Payment Schedule:

Invoice #1:

December 2021

Amount: \$1,995

Invoice #2:

June 2022

Amount: \$1,995

- 8. Cancellation Policy: The district must notify the consultant at least 48 hours in advance of canceling a service. A fee of 50% of the contracted amount will be charged to the district if the service is cancelled within less than 48 hours.
- 9. UCLA's Federal Taxpayer Identification Number is 95-6006143
- 10. Please note that our Vendor Number is: 1000004459 UC REGENTS UCLA CENTER X
- 11. Technology: See *IDS 2-Year Partnership Program and Cost Structure* document (https://tinyurl.com/IDS-Partnership-Costs) for details of Full Technology Package:

Year 1 (2021-2022): Full Technology Package

- Minimum commitment: 2 IDS sections per teacher
- \$3,990 per section

Downey Unified School District

Contract # 2565

2021-2022

Original:

\$3,990.00

Technology Sections:

Price per Section

of Sections

Tech Year 2 (2021-2022)

\$3,990.00

1 \$3,990.00

Total =

1 = \$3,990.00

Technology only Total= \$3,990.00

Contract & MOU Signatory

Name

Aragon, Christina

Associate

Title

Superintendent

Email

caragon@dusd.net

IDS Point Person

Name

Johnson, Nanette

Email

njohnson@dusd.net

Email(s) for CC

gvelazquez@dusd.net

Contact: Johnson, Nanette

Email: njohnson@dusd.net

Phone: (562) 469-6500

Provider:

The Regents of the University of California

UCLA School of Education & Information Studies

Phone: 310-825-0862 Fax: 310-267-4751

Address:

Downey Unified School District

11627 Brookshire Ave Downey, CA 90241 Address:

UCLA Center X Attn: Ada Parsi 1320 Moore Hall

Box 951521

Los Angeles, CA 90095

Approved by UCLA Center X: Ada Parsi Print Name Authorizing Signification Director of Business Administration	Cola Persi	Date:	
Approved by Downey Unified School I	District:		
Aragon, Christina Print Name Associate Superintendent Title	Authorizing Signature	Date:	



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 48. RATIFY Service Agreement No. 202122-149 with Hollar Speech and Language Services to provide Independent Educational Evaluation in the area of speech and language from July 15, 2021 through October 29, 2021.

Supporting Documents



scan1107

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

SERVICE AGREEMENT Agreement No. 202122-149

ar	HIS AGREEMENT made and entered into this 15th of July, 2021 by and atween Hollar Speech and Language Services, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually gree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Independent Educational Evaluation in the area of Speech and Lanuage, including IEP meeting
	participation.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$2,600.00, not to exceed \$2,600.00 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.	<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 $07.15.2021$ and will terminate on or before $10.29.2021$ 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 D	District	
Service Agreement No.	202122-149	

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. 202122-149



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

Hollar Speech and Language Services

Business Services		Dept.:			
11627 Brookshire Ave.		Address:	166 E. Foo	thill Blvd.	
Downey, CA 90241		Arcadia, CA		N 91006	
Contact: Debbie Blad	ck	Contact:	Susan Hollar, 818-269-0143		
(562) <u>469-6521/dblac</u>	ck@dusd.net	Phone/email:	speachsue	e@aol.com	
IN WITNESS WHERE named parties, on the DISTRICT DOWNEY UNIFIED S	date indicated belo	ow: SER		OVIDER	
S:			Du	Hollan	
Signature		Sign	ature		
Print Name: Christina	a Aragon	Prir	nt Name:	Susan Hollar, MSCCC	
	e Superintendent s Services	Prir	nt Title:	Owner HSLS	
Date:		Dat	e:	07/1`4/2021	
	District use	only below lii	пе		
Account Number to be	e Charged 01.0-	65000.0-5760	0-31400-	5816-7430000	
Patricia G. Sandov	al. Director of Spec	ial Education			
Name and Title of Site					
Patricia Sandoval (Jul 15, 2021 17:21 PDT)	o / tariii iloti ator 1 10	ado print			
Signature of Site Adm	ninistrator			Date	
Signature of Program	Director ONLY IF	using categorie	cal funds	Date	
owney Unified School Distervice Agreement No2				Page 4 of 4	



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 49. APPROVE Service Agreement No. 202122-153 with Sweet Lou's BBQ to provide Food Truck services for the Downey High School VIP Experience on October 29, 2021.

Supporting Documents



scan1108

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

SERVICE AGREEMENT

Agreement No. 202122-153

	THIS AGREEMENT made and entered into this 7 of September , 2021 by and between Sweet Lou's BBQ , hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:
	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
2	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$3685.00, not to exceed \$3685.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 10/29/2021 and will terminate on or before 10/29/2021 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.	

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.	

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

Sweet Lou's BBQ

13881 Bush ST.

DISTRICT

Downey Unified School District

11627 Brookshire Ave.

Purchasing & Warehouse Director

55,007		riddi Coo.	1000 i DuSii O I .
	CA 90241		Westminster, Ca. 92683
Contact: Darren Purseglove (562)469-6531/dpurseglove@dusd.net		Contact:	Luis Leon
		Phone/email:	littleredrooster55@yahoo.com
IN WITNES named part	S WHEREOF, this Agreeme ies, on the date indicated bel	nt has been ac ow:	cepted and agreed by the below
DISTRICT		SER	VICE PROVIDER
DOWNEY (JNIFIED SCHOOL DISTRICT	<u>Swe</u>	et Lou's BBQ
Signature		Signé	Jung Obr
Print Name:	Christina Aragon		t Name: Luis Leon
Print Title:	Associate Superintendent Business Services	Print	t Title: Owner
Date:		Date	1 7/20/2021
	District use	only below lin	e
Account Nur	nber to be Charged 01.0-0000	0.0-00000-27000-4	310-4251500
Mark Rand, Ath			
11	itle of Site Administrator-Plea	se print	
Market			7/26/21
Signature of	Site Administrator		Date
Signature of	Program Director ONLY IF u	sing categorica	Il funds Date
wney Unified S	School District nt No. 202122-153		Page 4 of 4





Sweet Lou's BBQ 13881 Bush St. Westminster, CA 92683-3551 US (714) 891-7959 littleredrooster55@yahoo.com www.sweetlousbbq.com

BILL TO
MARK RAND
ATHELITIC DIRECTOR
DOWNEY HIGH SCHOOL
11040 BROOKSHIRE AVE
DOWNEY, CA. 90241

DATE 07/21/2021 PLEASE PAY \$3,685.00

DUE DATE 07/21/2021

DATE	ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
		DATE: WEDNESDAY, O	CTOBER 29, 2021			
		TIME: 5:30 PM - 7:30 PM				
	Catering	CHICKEN PLATE WITH	2 SIDES	50	10.00	500.00T
	Catering	PULLED PORK WITH 2	SIDES	50	11.00	550.00T
	Catering	TRI TIP WITH 2 SIDES		50	12.00	600.00T
	Catering	BRISKET WITH 2 SIDES		50	12.00	600.00T
	Catering	RIB PLATE WITH 2 SIDE	S	50	12.00	600.00T
	Catering	TRAILER FEE CATERIN	G FEE			500.00T
			SUBTOTAL TAX TOTAL			3,350.00 335.00 3,685.00
			TOTAL DUE		\$3,	685.00

THANK YOU.

PAYMENTS:
CASH
CHECK
CREDIT CARD: 4% CHARGE ON THE TOTAL DUE.

CANCELATION FEE:
- 1 WEEK PRIOR TO THE EVENT DATE: 25% OF THE TOTAL DUE

- LESS THEN 1 WEEK PRIOR TO THE EVENT DATE: 50% OF THE TOTAL DUE

"EVERYTHING'S GONNA BE ALRIGHT"



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 50. RATIFY Service Agreement No. 202122-162 with Curriculum Associates, LLC to provide professional development days for iReady for elementary schools from August 1, 2021 through May 31, 2022.

Supporting Documents



scan1109

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

SERVICE AGREEMENT Agreement No. 202122-162

be an	IIS AGREEMENT made and entered into this 21ST of JULY , 2021 by and tween Curriculum Associates, 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. (13) Elementary Schools-Onsite and Virtual Professional Development
	(10) Elementary ochools-onsite and virtual Professional Development
	iReady Assessment and Personalized Instruction
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$39,000.00, not to exceed \$39,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins08/01/2021 and will terminate on or before05/31/2022 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:

- \$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. 202122-162

Page 2 of 4

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

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

Downey Unified School District
Service Agreement No. 202122-162

Page 3 of 4

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER **Downey Unified School District** Name: Curriculum Associates, LLC **Business Services** Dept.: 11627 Brookshire Ave. Address: 153 Rangeway Road Downey, CA 90241 North Billerica, MA 01862-2013 Contact: Debbie Black Contact: Jill Bradford (562)469-6521/dblack@dusd.net Phone/email: (978) 339-4388/jbradford@cainc.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 Curriculum Associates, LLC Signature Signature Print Name: Christina Aragon Print Name: Steven Hayes Print Title: Associate Superintendent Print Title: Sr VP Implementation & Suppor **Business Services** Date: Date: July 21, 2021 District use only below line Account Number to be Charged 01.0-03000.0-11100-10000-5804-7480540 Patricia Sandoval, Ed.D., Director, Innovative Education Programs Name and Title of Site Administrator-Please print nature of Site Administrator Signature of Program Director ONLY IF using categorical funds Date

Downey Unified School District

Service Agreement No. 202122-162

Page 4 of 4



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 51. RATIFY Service Agreement No. 202122-163 with Curriculum Associates, LLC to provide professional development days for iReady for middle schools from August 1, 2021 through May 31, 2022.

Supporting Documents



scan1110

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

SERVICE AGREEMENT Agreement No. 202122-163

he	the en Curriculum Associates LLC
an	tween Curriculum Associates, 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. (4) Middle Schools-Onsite and Virtual Professional Development
	Delivering Differentiated Instruction, Helping all Learners Succeed and Tailored Support
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$18,000.00 , not to exceed \$18,000.00
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins08/01/2021 and will terminate on or before05/31/2022 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:

- \$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. 202122-163 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

- 8. Agreement to Arbitrate. The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
- 9. Force 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. 202122-163

Page 3 of 4

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER **Downey Unified School District** Curriculum Associates, LLC Name: **Business Services** Dept.: 11627 Brookshire Ave. Address: 153 Rangeway Road Downey, CA 90241 North Billerica, MA 01862-2013 Contact: Debbie Black Jill Bradford Contact: (562)469-6521/dblack@dusd.net Phone/email: (978) 339-4388/jbradford@cainc.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** Curriculum Associates, LLC 2011 Signature Signature Print Name: Christina Aragon Print Name: Steven Hayes Print Title: Associate Superintendent Print Title: Sr VP Implementation & Suppor **Business Services** Date: Date: July 21, 2021 District use only below line Account Number to be Charged 01.0-03000.0-11100-10000-5804-7490540 Patricia Sandoval, Ed.D., Director, Innovative Education Programs 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

Service Agreement No. 202122-163

Page 4 of 4



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 52. RATIFY Service Agreement No. 202122-172 with Capturing Kids' Hearts to provide Custom Virtual Training Cohorts from September 1, 2021 through September 30, 2021.

Supporting Documents



scan1111

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

SERVICE AGREEMENT Agreement No. 202122-172

Th	IIS AGREEMENT made and entered into this 26th of July , 2021 by and
be an	tween Capturing Kids' Hearts , 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. Custom Virtual Training
	Eight, two-hour virtual training cohort(s) for up to 25 participants per cohort
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$24,000.00, not to exceed \$24,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins <u>September 1, 2021</u> and will terminate on or before <u>September 30, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence,
 \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury,
 Personal and Advertising Injury and Property Damage.
- 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.	202122-172

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

Downey Unified School	District
Service Agreement No.	202122-172

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

Capturing Kids' Hearts

DISTRICT

Business Services

Downey Unified School District

11627 Brookshire Ave.	Address:	1199 Haywood Drive
Downey, CA 90241		College Station, TX 77845
Contact: Debbie Black	Contact:	Angie Shoffner
(562)469-6521/dblack@dusd.net	Phone/email:	angle shoffner@capturingkidshearts.org
IN WITNESS WHEREOF, this Agreen named parties, on the date indicated by	nent has been ac below:	ccepted and agreed by the below
DISTRICT	SER	VICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRI	CT Capi	turing Kids' Hearts
	T	knew dillo
Signature	Sign	nature)
Print Name: Christina Aragon	Prir	nt Name: Ashley Giles
Print Title: Associate Superintenden Business Services	t Prin	nt Title: Operations Coordinator
Date:	. Date	e: 7.24.2021
District us	se only below lir	ne
Account Number to be Charged 01.0-3	30100.0-11100-1000	00-5810-7470000
Patricia Sandoval, Ed.D., Director, Innovative	Support Programs	
Name and Title of Site Administrator-P		
(D2000)		7/26/21
Signature of Site Administrator		Date 7/01/01
Signature of Program Director ONLY I	F using categoric	cal funds Date
Downey Unified School District		Page 4 of 4
Service Agreement No. 202122-172	- The Mark	



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 53. RATIFY Service Agreement No. 202122-174 with DigiCal Inc. to provide website hosting and maintenance for Downey Adult School from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1112

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

SERVICE AGREEMENT Agreement No. <u>202122-174</u>

and	IS AGREEMENT made and entered into this _5 of,
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Web Site Hosting & Maintenance
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$300 per month, not to exceed \$3,600.00for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins <u>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:

- 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.	202122-174	

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. Attornev's Fees. If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 12. <u>DISTRICT's Right of Retention.</u> DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
- 13. <u>Incorporation by Reference.</u> Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School I	District
Service Agreement No.	202122-174

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

DigiCal, Inc.

DISTRICT

Business Services

Downey Unified School District

11627 Brookshire Ave.	Address:	14525 Valley View Ave, Suite I	
Downey, CA 90241		Santa Fe Springs, CA 90670-5237 Ross Gile	
Contact: Debbie Black	Contact:		
(562)469-6521/dblack@dusd.net	Phone/email:	ross@digical.com	
IN WITNESS WHEREOF, this Agre named parties, on the date indicate		ccepted and agreed by the below	
DISTRICT	SER	RVICE PROVIDER	
DOWNEY UNIFIED SCHOOL DIST	TRICT Digi	Cal, Inc.	
	Ro	DSS GILE Digitally signed by Ross GILE Date: 2021.07.05 09:33:18-07'00'	
Signature	Sigi	nature	
Print Name: Christina Aragon	Pri	int Name: Ross Gile	
Print Title: Associate Superintend Business Services	dent Pri	int Title: President	
Date: <u>9/7/2021</u>	Da	ite: 7/5/2021	
Distric	t use only below l	ine	
Account Number to be Charged 1	1.0 06390.0 00000 270	000 5810 6280000	
Blanca Rochin, Principal			
Name and Title of Site Administrat	dr-Rlease print	7-16-21	
Signature of Site Administrator		Date	
Signature of Program Director ON	LY IF using catego	rical funds Date	
Downey Unified School District Service Agreement No. 202122-1	74	Page 4 of 4	



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 54. RATIFY Service Agreement No. 202122-176 with Marshall B. Ketchum University to provide Vision Therapy Assessment intermittent left extropia with intermittent double vision from August 2, 2021 through November 30, 2021.

Supporting Documents



scan1113

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

SERVICE AGREEMENT Agreement No. _ 202122-176

THIS AGREEMENT made and entered into this 13th of July between Marshall B. Ketchum Univ.-Ketchum Health, 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. Vision Therapy Assessment intermittent left extropia with intermittent double vision, which impacts student's ability to do school work 2. Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$451.10 not to exceed \$451.10 SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241. 3. Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement. 4. Term. The term of this agreement begins August 2, 2021 and will terminate on or before November 30, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice. 5. Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is

determined that the SERVICE PROVIDER or SERVICE PROVIDER's

the performance of the work of the Agreement.

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

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School	District	
Service Agreement No.	202122 176	

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>Attornev's Fees.</u> If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 12. <u>DISTRICT's Right of Retention.</u> DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
- Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District
Service Agreement No. 202122-176

Page 3 of 4



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

MB Ketchum University-Ketchum Health

University Eye Center

2575 Yorba Linda Blvd.

Downey, C.	A 90241		Fullerton, CA 92831
Contact: Debbie Black		Contact: Michele	Michele Whitecavage, 714-449-7404
(562) <u>469-6</u>	521/dblack@dusd.net	Phone/email:	mwhitecavage@ketchum.edu
IN WITNESS named partie	WHEREOF, this Agreems, on the date indicated b	nent has been ac elow:	ccepted and agreed by the below
DISTRICT		SER	RVICE PROVIDER
DOWNEY UN	NIFIED SCHOOL DISTRI	CT	
Signature		Sign	nature
Print Name:	Christina Aragon	Prir	nt Name: Mark Nakaho
	Associate Superintenden Business Services	t Prir	nt Title: Asst Dean Ford
Date:		Dat	te: + 1621
	District us	se only below lii	ne
Account Num	ber to be Charged01.0	0-65000.0-57600-	-31400-5816-7430000
Patricia G.	Sandoval, Director of Spe	cial Education	
99 00	le of Site Administrator-P \(\)\(\)\(\)\(\)\(\)\(\)\(\)\(\)\(\)\(\	lease print	
Signature of S	Site Administrator		Date
Signature of F	Program Director ONLY II	F using categoric	cal funds Date
owney Unified S	200100 1-1		Page 4 of 4



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 55. RATIFY Service Agreement No. 202122-179 with Integrated Pest Control Management, Inc. to provide pest control services in the Food Service cafeteria areas as needed from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1114

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

SERVICE AGREEMENT Agreement No. 202122-179

an	IIS AGREEMENT made and entered into this <u>28th</u> of <u>July</u> , <u>2021</u> by and tween <u>Integrated Pest Control Management, Inc.</u> , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide pest control services in the Food Services cafeteria areas.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$700.00/month, not to exceed \$8,400.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<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. 202122-179 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. 202122-179

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** Intergrated Pest Control Management Name: **Business Services** Dept.: 11627 Brookshire Ave. Address: 527 N Azusa Ave, PO box #183 Downey, CA 90241 Covina, Ca 91722 Contact: Debbie Black Jose Flores Contact: (562)469-6521/dblack@dusd.net Phone/email: (626)498-9083 Josepestservices@gmail 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 Signatur 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 Marc Milton, Director, Food Services Name and Title of Site Administrator-Please print Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date

Downey Unified School District

Service Agreement No. 202122-179

Page 4 of 4



Integrated Pest Control Management, Inc. 527 N. Azusa Ave., Covina, CA 91722 Office 626.618.6237 Fax 626.608.3276

Email: Info@ipcminc.com

Additional Services (Per Call/Occurrence)

Bee swarms and/or Wasp removal

2. Beehive removal

3. Live/Dead Animal Trapping/Removal

4. Fleas, mites, bed bugs

5. Gophers/Ground Squirrels

6. Door Sweeps

7. Rodent control and eradicate rats and mice

8. Bird Work

9. Mosquito Control

\$150.00

\$150.00 and up

\$150.00

\$150.00 (follow up included)

\$<u>150.00</u>

\$40.00 /ea.

\$ Price based on job

\$ Price based on job

\$ Price based on job

Note: All costs outlined are estimated and an actual "Pest Control Service Contract" will be submitted in writing prior to any services performed.

NOTE: IPCM, Inc. Technician servicing your site will be Branch II, QAL certified, California Fishing Game Trapping Licensed (required by State to do any type of trapping) and certified in African bees. IPCM, Inc. is strictly DPR compliant; we provide log

books, the Fumigation Plan (FMP), postings and on time service. Service tickets will be left on site after each service inside the hard copy log book (additional charge \$75.00 ea). Healthy Schools Act requires each district to have one log book per site.

IPCM, Inc. will offer annual safety training to District personnel.

IPCM, Inc. will help train Custodians, MNO, Grounds Department, Maintenance Department and Nutrition Services Department biannually on the following:

- 1. Storage practices
- 2. Sanitation practices
- 3. Identifying pests
- 4. To be Healthy Schools Act compliant
- 5. Postings



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 56. RATIFY Service Agreement No. 202122-180 with JAM Corporation to provide annual central station fire alarm monitoring services from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1115

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

SERVICE AGREEMENT Agreement No. 202122-180

bet and	IS AGREEMENT made and entered into this <u>9th</u> of <u>August</u> , <u>2021</u> by and tween <u>JAM Corporation</u> , hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. provide annual central station fire alarm monitoring services for the 2021-22 fiscal year
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$5,640.00, not to exceed \$5,640.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins July 1, 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

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. 202122-180 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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

Downey Unified School District
Service Agreement No. 202122-180

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER Downey Unified School District Name: JAM Corporation **Business Services** Dept.: 11627 Brookshire Ave. 1930 South Myrtle Avenue Address: Downey, CA 90241 Monrovia, CA 91016

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below

Contact:

Phone/email:

Mike Mongillo

Vice President of Operations

Contact: Debbie Black

(562)469-6521/dblack@dusd.net

named parties, on the date indicated below:		and agreed by the bolon
DISTRICT	SERVICE PR	OVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	JAM Corporation	on
	Larry Erb	Digitally signed by Larry Erbe Date: 2021.08.23 15:48:44 -07'00'
Signature	Signature	
Print Name: Christina Aragon	Print Name:	Larry Erbe
Print Title: Associate Superintendent Business Services	Print Title:	VP of Contracts
Date:	Date:	08/23/2021
District use only b	elow line	
Account Number to be Charged		
Marc Milton, Director, Food Services		
Name and Title of Site Administrator-Please pr	int	
Signature of Site Administrator		Date
Signature of Program Director ONLY IF using of	categorical funds	Date
Downey Unified School District Service Agreement No. 202122-180		Page 4 of 4



Contractor's License No. 791060 B, C7, C10, C16

Central Station Monitoring Proposal

DATE: May 21,2021
TO: Chris Nezzer
PROJECT: DUSD Monitoring

11627 Brookshire Ave, Downey, CA 90241

We propose to furnish the following fire alarm equipment in accordance with the terms and conditions set forth herein. Price quoted is valid for thirty days unless extended in writing. Our proposal includes the following **Fire Alarm Monitoring**, its related components, material and services as presented below:

DESCRIPTION OF WORK: Annual Fire Alarm Monitoring Fiscal Year 2021-2022

QTY	DESCRIPTION
1	Warren High School
1	Downey High School
1	Stauffer Middle School
1	Griffiths Middle School
1	Sussman Middle School
1	Doty Middle School

QTY	DESCRIPTION
1	Doty Interim Housing
1	Old River Elementary School
1	Rio Hondo Elementary School
1	Gauldin Elementary School

INCLUDED IN PROPOSAL: Annual Central Station Monitoring

PRICE: JAM Corporation is pleased to submit a lump sum proposal in the amount of \$5640.00

This proposal price will remain in effect for the next thirty days. Please feel free to contact me with any questions related to this proposal or any other low voltage system needs. Thank you for your time and consideration.

Sincerely,

JAM Corporation

Mike Mongillo

Vice President of Operations



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 57. RATIFY Agreement No. 202122-181 with the California School Boards Association to provide GAMUT management services for Board meetings and Board policies from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1116

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association ("CSBA") and Downey USD of Downey, California ("Subscriber") for the use of CSBA's GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date") upon the execution and delivery hereof by the parties hereto.

- 1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the "Initial Term"). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR AN ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a "Renewal Term") UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.
- 2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at https://simbli.eboardsolutions.com/termsofservice.pdf and https://eboardsolutions.com/privacy-statement/, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sublicensable license to access GAMUT (the "Service") through the website provided by CSBA (the "Site"). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.
- 3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees set forth and described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay in full the applicable annual fees set forth in Attachment A. After the second-year term, fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber's receipt of an invoice from CSBA.
- **4. User Accounts.** Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Third party user access is prohibited. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.
- 5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber's facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.
- 6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site are confidential and constitute trade

secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service but acknowledges and agrees that it holds no proprietary rights related to the Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;
- (b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;
- (c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);
- (d) Frame or mirror any content forming part of the Services; or
- (e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.
- 7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

- 8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.
- 9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.
- 10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.
- 11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.
- 12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

- 14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.
- 15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association	Downey USD
Claire nigo	Christing Origan
Elaine Yama-Garcia, Esq.	Signature
Assistant Executive Director Policy & Governance Technology Services	Christina Aragon
out of the second of the secon	Printed Name
6/2/2021	Assoc. Supt. Bus. Svcs.
Date	Title
	August 2, 2021
	Date

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

 Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee	
GAMUT Policy	\$5,000 (Existing Service)	
GAMUT Policy Plus		
GAMUT Meetings	Currently not subscribed	
e- c c c c c	\$4,625 (Existing Service)	

*Subscription fees for GAMUT Meetings will be \$4,625 for the 2021-22 fiscal year (July 1, 2021 – June 30, 2022). Subscription fees for GAMUT Meetings will be \$7,500 beginning with the 2022-23 fiscal year, July 1, 2022.

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources. The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include and individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provided upon execution of this Agreement.

GAMUT Policy Plus provides subscribers access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual and any updates to the CSBA Sample Policy Manual. Such consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for the Subscriber. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

¹ CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. Subscriber is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

2. <u>Training and Set Up Fees</u>. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee ²	
	N/A
On Site Training Fee ³	N/A

California School Boards Association	Downey USD	
Clainerny		
Elaine Yama-Garcia, Esq. Assistant Executive Director	Signature	
Policy & Governance Technology Services	Christina Aragon Printed Name	ot.
6/2/2021 Date	Assoc. Supt. Bus. Svcs.	
	August 2, 2021	

² Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

³ On Site Training fees do not include the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 58. RATIFY Service Agreement No. 202122-183 with Brook Furniture Rental, Inc. to provide and install temporary wall panels for the Middle School Wellness Centers from August 11, 2021 through October 31, 2021.

Supporting Documents



scan1117

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

SERVICE AGREEMENT

	Agreement No. 202122-183				
an	IIS AGREEMENT made and entered into this _9th_ ofAugust, _2021_ by and tween Brook Furniture Rental, 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. Provide and install temporary wall panels for the Wellness Centers at the following Downey Unified				
	School District sites: Doty MS, Griffiths MS, Stauffer MS, Sussman MS				
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$1,678.00/Month, not to exceed \$4,756.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.				
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.				
4.	<u>Term.</u> The term of this agreement begins <u>August 11, 2021</u> and will terminate on or before <u>October 31, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.				
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.				

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

General Liability:

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

Automobile Liability:

- 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:

\$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.	202122-183

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>Attornev's Fees.</u> If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 12. <u>DISTRICT's Right of Retention.</u> DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
- 13. Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School	District
Service Agreement No.	202122-183

Downey Unified School District

Business Services

11627 Brookshire Ave.

Downey, CA 90241

Contact: Debbie Black

(562)469-6521/dblack@dusd.net

Downey Downey CA 90241

Contact: Debbie Black

Contact: Debbie Black

Contact: Phone/email: (818) 388-1045

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 DIST	RICT Brook Furniture Rental, This
Signature Signature	Signature
Print Name: Christina Aragon	Print Name: Teresa Torre
Print Title: Associate Superintend Business Services	
Date: 8/11/21	Date: 8 4 2.1
District	use only below line
Account Number to be Charged	
John Shook, Director M.O.T. Services	
Name and Title of Site Administrato	r-Please print
Signature of Site Administrator	Date
Signature of Program Director ONL	Y IF using categorical funds Date
owney Unified School District ervice Agreement No. 202122-183	Page 4 of 4

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

Amendment No. 1 to SERVICE AGREEMENT Agreement No. 202122-183

The undersigned parties do hereby agree to the following amendment no. 1 to the Service Agreement No. 202122-183.

- 1. Paragraph 5 shall be replaced in its entirety as follows:
- 5. Background Check and Fingerprinting. SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will not have more than limited contact with DISTRICT students in the performance of the work of the Agreement, and as such Education Code Section 45125.1 is not applicable to performance under this AGREEMENT.
- 2. The insurance requirement for coverage for sexual harassment and molestation is hereby removed in its entirety.

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

DISTRICT

SERVICE PROVIDER

DOWNEY	JNIFIED SCHOOL DISTRICT	
Signature	Moore	Nathan Sanders Signature Docusigned by: Nathan Sanders
Print Name	: Christina Aragon	Print Name: Nathan Sanders
Print Title:	Associate Superintendent	Print Title: CEO and President Business
	Services	business
Date:		Date: 8/11/2021





FURNITURE RENTAL

RENTAL LEASE AGREEMENT

Page

1

Showroom: Newport Beach Showroom 4121 Westerly Place Newport Beach, CA 92660 Ph: 949-440-0600

Fax:949-209-1969

Deliver To: DOTY MIDDLE SCHOOL

10301 WOODRUFF AVENUE CLASSROOM 31

DOWNEY, CA 90241 1026774132

Agreement: 1026774132 Amendment: 0 Delivery Date: 08/11/21 Lease Date: 08/05/21 Lease Term: 2 Months

Salesperson: DINA G ROBINSON

From: 08/11/21 To: 10/10/21

Lessee: DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVENUE DOWNEY, CA 90241 Main Ph: 562-619-5002 Work Ph: 562-469-6500

Leased Property

Item Number	Description	Quantity	Unit Rental	Total Rental
PCC90B EC10B 0770034	HAW- 90 DEG POWER COVER HAW- END CAP HAW- FLINT 64X48 PANEL	7 8 15 30 TOTAL ITEMS	1.00 1.00 29.00	7.00 8.00 435.00

**** End of Itemized Leased Property ****

Amount Due at Lease Signing		Monthly Payments	Other Charges		Total of Payments
*Total Base Rent Damage Waiver Fee Tax First Monthly Payment Security Deposit Other Charges Total due at lease signing	\$450.00 \$0.00 \$0.00 \$450.00 \$350.00 \$350.00	Your first monthly payment of \$450.00 is due at Lease Signing followed by 1 payment of \$450.00 due on the 11th of each month. The Total of your monthly payments for the Lease Term is \$900.00	(Not included in you payment) Distribution Fee	\$350.00	(The amount you will have paid by the end of the Lease Term) \$1,250.00
			Total	\$350.00	

Option to Purchase: There is NO option to purchase

Terms and Conditions

This Lease ("LEASE") is entered into between Brook Furniture Rental, Inc. ("LESSOR") and the LESSEE named above. Terms and conditions of this LEASE are set forth above and set forth in the standard terms and conditions on pages 2 through 4 INCLUDING ADDITIONAL INFORMATION ON EARLY TERMINATION, MAINTENANCE RESPONSIBILITIES, WARRANTIES, LATE AND DEFAULT CHARGES, AND INSURANCE, By signing below, I confirm that I have read and accepted pages 1 through 4 of this document (Sections 1 through 26).

Lessee Signature X	Date
Co-Applicant Signature X	Date
Accepted for Lessor X	Authorized Agent for Brook Furniture Rental





RENTAL LEASE AGREEMENT

Page

Showroom: Newport Beach Showroom 4121 Westerly Place Newport Beach, CA 92660 Ph: 949-440-0600 Fax:949-209-1969

Deliver To:

GRIFFITHS MIDDLE SCHOOL

9633 TWEEDY LANE CLASSROOM 61 DOWNEY, CA 90240 1026774140

Leased Property

Agreement: 1026774140 Amendment: 0

Delivery Date: 08/11/21 Salesperson: DINA G ROBINSON

Lease Date: 08/05/21

Lease Term: 2 Months From: 08/11/21 To: 10/10/21

Lessee: DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVENUE DOWNEY, CA 90241 Main Ph: 562-619-5002 Work Ph: 562-469-6500

Item Number	Description	Quantity	Unit Rental	Total Rental
PCC90B EC10B 0770034	HAW- 90 DEG POWER COVER HAW- END CAP HAW- FLINT 64X48 PANEL	7 8 15 30 TOTAL ITEMS	1.00 1.00 29.00	7.00 8.00 435.00

**** End of Itemized Leased Property ****

Amount Due at Lease Signing *Total Base Rent Damage Waiver Fee	\$450.00 \$0.00	Monthly Payments Your first monthly payment of \$450.00 is due at Lease Signing followed by 1 payment	Other Charges (Not included in you payment) Distribution Fee	ur monthly \$350.00	Total of Payments (The amount you will have paid by the end of the Lease Term)
Tax First Monthly Payment \$48 Security Deposit Cher Charges \$38	\$0.00 \$450.00 \$0.00 \$350.00 \$800.00	of each month. The Total of your monthly payments for the Lease Term is \$900.00		\$1,250.00	
			Total	\$350.00	

Option to Purchase: There is NO option to purchase

Terms and Conditions

This Lease ("LEASE") is entered into between Brook Furniture Rental, Inc. ("LESSOR") and the LESSEE named above. Terms and conditions of this LEASE are set forth above and set forth in the standard terms and conditions on pages 2 through 4 INCLUDING ADDITIONAL INFORMATION ON EARLY TERMINATION, MAINTENANCE RESPONSIBILITIES, WARRANTIES, LATE AND DEFAULT CHARGES, AND INSURANCE,

t	By signing below,	I confirm that	I have read and accepted	pages 1 through	4 of this document (S	ections 1	through 26)
1			ARCHARINATARE SINES AND ARCHARING				

Lessee Signature X	Date
Co-Applicant Signature X	Date
Accepted for Lessor X	Authorized Agent for Brook Furniture Rental

THIS WRITING AND THE OBLIGATIONS EVIDENCED OR SECURED HEREBY ARE SUBJECT TO THE SECURITY INTERESTS OF JPMORGAN CHASE BANK, N.A.

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FURNITURE RENTAL

RENTAL LEASE AGREEMENT

Page

Showroom: Newport Beach Showroom 4121 Westerly Place Newport Beach, CA 92660 Ph: 949-440-0600 Fax:949-209-1969

Deliver To:

STAUFFER MIDDLE SCHOOL 11985 OLD RIVER SCHOOL ROAD CLASSROOM 25 DOWNEY, CA 90242 1026774174

Agreement: 1026774174 Amendment: 0 Delivery Date: 08/11/21
Salesperson: DINA G ROBINSON

Lease Date: 08/05/21 Lease Term: 2 Months From: 08/11/21 To: 10/10/21

Lessee: DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVENUE

DOWNEY, CA 90241 Main Ph: 562-619-5002 Work Ph: 562-469-6500

Leased Property

	Loudou i lopeli	Ly		
Item Number	Description	Quantity	Unit Rental	Total Rental
PCC180B PCC90B EC10B 0770034	HAW- 180 DEG POWER COVER HAW- 90 DEG POWER COVER HAW- END CAP HAW- FLINT 64X48 PANEL	1 2 6 11 20 TOTAL ITEMS	1.00 1.00 1.00 29.00	1.00 2.00 6.00 319.00

**** End of Itemized Leased Property ****

*Total Base Rent Damage Waiver Fee Tax First Monthly Payment Security Deposit Other Charges Total due at lease signing	\$328.00 \$0.00 \$0.00 \$328.00 \$0.00 \$350.00 \$678.00	Monthly Payments Your first monthly payment of \$328.00 is due at Lease Signing followed by 1 payment of \$328.00 due on the 11th of each month. The Total of your monthly payments for the Lease Term is \$656.00	Other Charges (Not included in your monthly payment) Distribution Fee \$350.00	Total of Payments (The amount you will have paid by the end of the Lease Term) \$1,006.00
			Total \$350.00	

Option to Purchase: There is NO option to purchase

Terms and Conditions This Lease ("LEASE") is entered into between Brook Furniture Rental, Inc. ("LESSOR") and the LESSEE named above. Terms and conditions of this LEASE are set forth above and set forth in the standard terms and conditions on pages 2 through 4 INCLUDING ADDITIONAL INFORMATION ON EARLY TERMINATION, MAINTENANCE RESPONSIBILITIES, WARRANTIES, LATE AND DEFAULT CHARGES, AND INSURANCE, By signing below, I confirm that I have read and accepted pages 1 through 4 of this document (Sections 1 through 26).

Lessee Signature X	Date
Co-Applicant Signature X	Date
Accepted for Lessor X	Authorized Agent for Brook Furniture Rental

THIS WRITING AND THE OBLIGATIONS EVIDENCED OR SECURED HEREBY ARE SUBJECT TO THE SECURITY INTERESTS OF JPMORGAN CHASE BANK, N.A.

agpg1z2017





FURNITURE RENTAL

RENTAL LEASE AGREEMENT

Page 1

Showroom:

Newport Beach Showroom 4121 Westerly Place Newport Beach, CA 92660 Ph: 949-440-0600 Fax:949-209-1969

Deliver To:

SUSSMAN MIDDLE SCHOOL 12500 BIRCHDALE AVENUE CLASSROOM 90 DOWNEY, CA 90242 1026774158

Agreement: 1026774158 Amendment: 0 Delivery Date: 08/11/21 Salesperson: DINA G ROBINSON

Lease Date: 08/05/21 Lease Term: 2 Months From: 08/11/21 DN To: 10/10/21

Lessee: DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVENUE DOWNEY, CA 90241 Main Ph: 562-619-5002

Work Ph: 562-469-6500

Leased Property

Item Number	Description	Quantity	Unit Rental	Total Rental
PCC90B EC10B 0770034	HAW- 90 DEG POWER COVER HAW- END CAP HAW- FLINT 64X48 PANEL	7 8 15 30 TOTAL ITEMS	1.00 1.00 29.00	7.00 8.00 435.00

**** End of Itemized Leased Property ****

#Total Base Rent \$450.00 Damage Waiver Fee \$0.00 Tax \$0.00 First Monthly Payment \$450.00		Monthly Payments Your first monthly payment of \$450.00 is due at Lease Signing followed by 1 payment of \$450.00 due on the 11th of each month. The Total of your monthly payments	Other Charges (Not included in your monthly payment) Distribution Fee \$350.00		Total of Payments (The amount you will have paid by the end of the Lease Term) \$1,250.00
Security Deposit Other Charges Total due at lease signing	\$0.00 \$350.00 \$800.00	for the Lease Term is \$900.00	Total	\$350.00	

Option to Purchase: There is NO option to purchase

Terms and Conditions

This Lease ("LEASE") is entered into between Brook Furniture Rental, Inc. ("LESSOR") and the LESSEE named above. Terms and conditions of this LEASE are set forth above and set forth in the standard terms and conditions on pages 2 through 4 INCLUDING ADDITIONAL INFORMATION ON EARLY TERMINATION, MAINTENANCE RESPONSIBILITIES, WARRANTIES, LATE AND DEFAULT CHARGES, AND INSURANCE, By signing below, I confirm that I have read and accepted pages 1 through 4 of this document (Sections 1 through 26).

Lessee Signature X	Date
Co-Applicant Signature X	Date
Accepted for Lessor X	Authorized Agent for Brook Furniture Rental

THIS WRITING AND THE OBLIGATIONS EVIDENCED OR SECURED HEREBY ARE SUBJECT TO THE SECURITY INTERESTS OF JPMORGAN CHASE BANK, N.A.

agpg1z2017



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 59. RATIFY Service Agreement No. 202122-184 with JAM Corporation to provide parts, service and repair of District fire alarm systems from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1118

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

SERVICE AGREEMENT Agreement No. 202122-184

an	IIS AGREEMENT made and entered into this <u>9th</u> of <u>August</u> , <u>2021</u> by and tween <u>JAM Corporation</u> , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide parts, service and repair of District fire alarm systems as needed during the
	2021-22 fiscal year.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$30,000.00, not to exceed \$30,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<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:

- 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. 202122-184 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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

Downey Unified School District
Service Agreement No. 202122-184

such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER **Downey Unified School District** Name: JAM Corporation **Business Services** Dept.: 11627 Brookshire Ave. 1930 South Myrtle Avenue Address: Downey, CA 90241 Monrovia, CA 91016 Contact: Debbie Black Mike Mongillo, VP Operations Contact: (562)469-6521/dblack@dusd.net Phone/email: (626) 256-4400 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: Larry Erbe Print Title: Associate Superintendent VP of Contracts Print Title: **Business Services** Date: 08/23/2021 Date: District use only below line Account Number to be Charged 01.0-00000.0-00000-77000-5630-7613000 Chris Nezzer, CTO, Technology & Information Systems Name and Title of Site Administrator-Please print Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4

Service Agreement No. 202122-184

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



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 73. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-199 with Mr. Ronnie Fernandez, LCSW, to provide counseling services to District students and families from August 25, 2021 through June 30, 2022.

Supporting Documents



scan1119

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of August 11, 2021 , between the **Downey Unified School District** ("District") and Ronnie Fernandez, LCSW ("Contractor"). The District and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

WHEREAS, the District is authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.

WHEREAS, the District is authorized by California Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$96,700 in 2021.

WHEREAS, the District is in need of those services and/or advice.

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis as set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Services. The Contractor shall furnish to the District the following services, including, but not limited to, assessment and diagnosis, crisis intervention, psychosocial and psycho-educational interventions, and brief and long-term psychotherapies applied within the context of professional relationships with individuals, families, and groups, and clinical social work practice to include client-centered clinical supervision and consultation with professional colleagues.

services, as described above, if extra space is needed, attach as Exhibit A "Scope of Work" (SOW). The 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.

1.1. CalSTRS/CalPERS: If any of the assigned personnel is a retiree of a California public pension system, e.g., California State Teachers' Retirement System ("CalSTRS") or California Public Employees' Retirement System ("CalPERS"), Contractor shall expressly inform the District of the identities of such personnel and their respective retirement system prior to such personnel performing any Services. Throughout the Term of this Agreement (as defined below), Contractor has an ongoing obligation to notify the District of the identities of any assigned personnel that performs Services who is a retiree of CalSTRS or CalPERS. Moreover, such assigned personnel shall not perform any Services until the Contractor has notified the District that such personnel is a retiree of CalSTRS or CalPERS. Any failure by Contractor to comply with such notice requirements may result in the District rejecting assignment of such personnel to perform Services under this Agreement, as well as Contractor indemnifying the District for any liability incurred, as set forth in the Indemnification Section, below.

Agreement No.	202122-199
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- 2. **Term**. Contractor shall commence providing Services under this Agreement on August 25, 20 21, and shall continue through June 30, 20 22 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement. This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
- 4. Compensation. District compensation to the Contractor shall not exceed Ninety Thousand and no/100 Dollars (\$90,000.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. CalSTRS/CalPERS: If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
- 5. Equipment and Materials. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
- 6. Independent Contractor. The Parties agree that the Contractor 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 Services, (ii) performing Services that are 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 Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her 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 to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor 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 Contractor's employees.
- 7. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay.

as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

- 8. Certifications, Permits, and Licenses. Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 9. Standard of Care. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for Services to California school districts.
- **10.Safety and Security**. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- **11.Work Product**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.
- **12.Confidentiality**. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 13.Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agents, 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 Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

14. Termination.

- **14.1 With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.1.1. material violation of this Agreement by the Contractor; or
 - **14.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or

14.1.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor'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 Services from another contractor. If the expense, fees, and costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Contractor 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 the District.

- 14.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.
- **14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 15.Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

- **16.Insurance**. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:
 - **16.1. General Liability.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.
 - **16.2. Automobile Liability Insurance**. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising out of performing any portion of the Services by Contractor.
 - 16.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor Parties who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.
 - **16.4.** ☑ [REQUIRED IF BOX CHECKED] **Professional Liability Insurance**. One Million Dollars (\$1,000,000) for professional liability insurance as appropriate to Contractor's profession, coverage to continue through the Term plus two (2) years thereafter.
 - 16.5. ☐ [REQUIRED IF BOX CHECKED] Abuse and Molestation Insurance. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate that shall protect the Contractor and the District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Contractor.
 - **16.5.1** □ Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with District students (as determined by District) and will be supervised at all times during the Term of this Agreement then Abuse/Molestation Insurance will not required at this time.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date:	
District Representative's Name and Title:	
District Representative's Signature:	

16.6. Other Insurance Provisions:

16.6.1. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 16.6.1.1. The District, its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as Additional Insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- **16.6.1.2.** The Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.
- **16.6.1.3.** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- **16.6.2.** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- **16.6.3.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 16.6.4. Contractor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.
- **16.7. Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.
- 17.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 or the Services performed in connection with this Agreement.
- 18.Compliance with Laws; Effect of Noncompliance. Contractor 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. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a

written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

- 19.Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:
 - 19.1. All site visits shall be arranged through the District;
 - **19.2.** Contractor and Contractor Parties shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - **19.3.** Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;
 - **19.4.** Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District;
 - 19.5. Contractor and Contractor Parties shall not use student restroom facilities; and
 - **19.6.** If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- **20.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 or electronic transmission, addressed as follows:

If to District

If to Contractor

Downey Unified School District
ATTN: Darren Purseglove,
Director of Purchasing & Warehouse
11627 Brookshire Avenue
Downey, CA 90241
FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

Name:	Ronnie Fernandez, LCSW
ATTN:	A CANADA SA PARA SA
ADDRESS:	7580 Irwingrove Drive
	Downey, CA 90241
FAX:	
EMAIL:	ronniefeusc@gmail.com
Co. 180 180	

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. All notices must be accompanied by a courtesy copy sent via email.

- **21.Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- **22.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.

- **23.Integration; Entire Agreement of Parties; Amendments**. 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.
- 24.Governing 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.
- 25.Disputes. In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, Los Angeles County, having competent jurisdiction of the dispute. Disputes may be determined by mediation, if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claim presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- **26.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.
- **27.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.
- **28.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.
- **29.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.
- **30.Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

Agreement No. 202122-199

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below. DISTRICT: CONTRACTOR: Date: Date: **Downey Unified School District** Ronnie Fernandez, LCSW Company: SIGNATURE SIGNATURE Christina Aragon Associate Superintendent, Business PRINT NAME Services PRINT TITLE **Information regarding Contractor:** Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Yes Contact Name: _____ Title: _____ Address: _____ Email: ____ ______ Phone: _____ District use only below line Account number to be charged: 01.0 - 32120.0 - 00000 - 31450 - 5890 - 7530000 Roger Brossmer, Ed.D. Name and Title of site Administrator - Please print

Signature of Program Director ONLY if using categorical funds

Date

202122-199 Agreement No.

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents

and warrants to District the following: A. \square Contractor and the Contractor Parties, if any, will always only have supervised or no contact with District students (as determined by District) during the Term of this 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. District Representative's Name and Title: District Representative's Signature: _ B. The following Contractor Parties have more than limited contact with District students (as determined by District) during the Term of this Agreement: Mr. Ronnie Fernandez, LCSW [Attach and sign additional pages, as needed.] □ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; OR agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. 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: August 25, 2021 District Representative's Name and Title: Roger Brossmer, Ed.D. Asst. Supt. Sec. Ed.

District Representative's Signature:

No Services shall commence until such determinations by OJ and FBI has been made.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with

Agreement No. 202	122-199
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District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date:	August 25, 2021	
Name of Contractor:	Ronnie Fernandez, LCSW	
Signature:	-, L (SW85914	
Representative's Name and Title:		

Services cannot be rendered until all documentation is submitted and final approval is received by the Board.

END OF DOCUMENT



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 74. RATIFY Service Agreement No. 202122-200 with BEAM, LLC to provide Independent Educational Evaluation-Psycho-educational, to include assessment, report development, and participation at IEP meetings from August 1, 2021 through December 31, 2021.

Supporting Documents



scan1120

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

SERVICE AGREEMENT Agreement No. 202122-200

Tibe	HIS AGREEMENT made and entered into this 30 of July 2021 by and bereinafter called the SERVICE PROVIDER
ar	hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually gree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Independent Educational Evaluation-Psycho-educational, to include assessment, report development,
	and participation at the IEP meeting
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$5,000.00 , not to exceed \$5,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins August 1, 2021 and will terminate on or before December 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. 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:

- 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. 202122-200

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

Downey Unified School District
Service Agreement No. 202122-200

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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

BEAM, LLC

Purchasine Cant		ivaine.	DEAW, I	LLC
Purchasing Services		Dept.:		
11627 Brookshire Ave) .	Address:	7008 Bri	ight Avenue
Downey, CA 90241			Whittier,	California 90602
Contact: Darren Purse	eglove	Contact:	Joseph F	Rubio
(562) <u>469-6531/</u> dpurseglove@dusd.ne		Phone/email:	joseph@	beam-llc.org
The second secon	OF, this Agreemen	nt has been ac ow:	cepted a	and agreed by the below
DISTRICT		SER	VICE PF	ROVIDER
DOWNEY UNIFIED SO	CHOOL DISTRICT	BEA	M, LLC	
			Inl	U
Signature		Sign	ature	
Print Name: Christina	Aragon	Prin	t Name:	Joseph Rubio
Print Title: Associate Business	Superintendent Services	Prin	t Title:	Licensed Educational Psycholog
Date:		Date) :	8/5/2021
	District use	only below lin	e	
Account Number to be			.0-57600	-31400-5816-7430000
Name and Title of Site				
Signature of Site Admin	istrator			Date
Signature of Program D	irector ONLY IF u	sing categoric	al funds	Date
owney Unified School Distric	t 2122-200			Page 4 of 4



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 75. APPROVE Service Agreement No. 202122-201 with 2 Degree Shift to provide Phase 2 Game Development addresses: AP Computer Science A, AP Seminar, 4th Year Math CSU approval and articulation from September 7, 2021 through June 30, 2022.

Supporting Documents



scan1121

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

SERVICE AGREEMENT Agreement No. _202122-201

THIS AGREEMENT made and entered into this __7_ of ___September___, __2021_ by and

an	tween 2 Degree Shift , 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. Phase 2 Game Development addresses: AP Computer Science A, AP Seminar, 4th Year Math CSU
	approval and articulation, Unity Industry Certification
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$270,000 fixed price, not to exceed \$270,000 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.	Ierm. The term of this agreement begins September 7, 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. Insurance. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School	District
Service Agreement No.	202122-201

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

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

Downey Unified School D	istrict
Service Agreement No	202122-201

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER Downey Unified School District Name: 2 Degree Shift **Business Services** Dept.: 11627 Brookshire Ave. Address: PO Box 53 Downey, CA 90241 Lemoore Contact: Debbie Black Contact: Kelly Cooper (562)469-6521/dblack@dusd.net Phone/email: 559-670-0352 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 2 Degree Shift Digitally signed by Kelly Cooper Date: 2021 08 06 13 24:37 -07'00' Kelly Cooper Signature Signature Print Name: Christina Aragon Print Name: Kelly Cooper Print Title: Associate Superintendent Print Title: CEO **Business Services** Date: 9/7/2021 Date: 08/05/2021 District use only below line Account Number to be Charged 01.0-63880.0-38000-10000-5100-7460003 John M. Harris, Director, College and Career Readiness Name and Title of Site Admir/strator-Please print 8/9/21 Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds

Downey Unified School District

Service Agreement No. 202122-201

Date

Page 4 of 4

Game Development Phase 2

Snapshot Review of Game Development Phase 1: completed June 30, 2021

- Game Development Year 1 Curriculum developed, approved, submitted for Area D (Computer Science UC-transferrable) approval.
- Partnered with Akupara Games who created 13 industry-developed Milestones (project-based learning) for two years of Game Programming classes. Each Milestone is substantial (thousands of files, tested by three developers, with full instructions and detailed tutorials for teachers and students).
- Created 25 Mathematics for Programmers activities on 2-D and 3-D vectors.
- Onboarded a teacher at Warren High School and at Downey High Schools for Fall 2021 start.

The Proposed Activities below represent Phase 2 July 2021 - June 2022.

During Phase 1 Development, John Harris, with Warren and Downey High School Assistant Principals and Principles, determined the scope of the CTE Game Development ICT Pathway offered the opportunity to expand and potentially include:

- 4th Year Math credit articulation
- AP Computer Science A exam preparation
- AP Seminar preparation
- Unity Certified User: Programmer and possibly Unity Certified Associate Game Developer or Programmer

This Phase 2 Game Development Proposal targets this expansion.

 Activity 4th Year Math credit articulation Assess CSU standards and UC plans for 4th Year Math Conduct articulation meetings with 4+ CSU colleges favored by DUSD students Incorporate 4th Year Math into Year 2 Game Development Pathway Curriculum or determine whether a Year 3 addition is needed Meet with 4+ CSU for articulation MOUs (memorandum of understanding) of approved curriculum Prepare course materials for 4th Year Math based on articulation agreements Onboard, mentor, and support teachers in meeting articulation agreements 	Timeline August 1, 2021 - May 31, 2022	Budget Amount \$97,000
Activity AP Computer Science A exam preparation Incorporate Computer Science A into the Game Development Pathway Curriculum or determine whether a Year 3 addition is needed Prepare course materials for the Computer Science A exam	August 1, 2021 - May 31, 2022	\$78,000

2 Degree Shift Proposal

 Onboard, mentor, and support teachers in classroom and project management of AP exam preparation 		
Activity		
 Unity Certified User: Programmer and possibly Unity Certified Associate Game Developer or Programmer Industry-developed project-based learning for certification preparation (Akupara Games \$50,000) Incorporate Unity Certification into the Game Development Pathway curriculum. Prepare course materials for Unity Certification Onboard, mentor, and support teachers in student practice and projects for industry certification 	December 1, 2021 - May 31, 2022	\$95,000

Total = \$270,000

Kelly Cooper is a 25-year veteran of CTE, Computer Science, and has held leadership roles in grants and projects at the state level. Kelly and the 2 Degree Shift (CA C Corp) contractor EIN 71-1041243 team are noted below:



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 76. RATIFY Service Agreement No. 202122-202 with College Board to provide exams, products, licenses, services and/or deliverables from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1122

Contract # CB-00030061

COLLEGE BOARD'S COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00030061

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this August 01, 2021 ("Effective Date"), by and between Downey Unified School District ("Client") and College Board ("College Board").

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

- 2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2022 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.
- 2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.
- 2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.
- 2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.
- 2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.
- 3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2021-2022 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.
- 4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is

Form Approved By College Board Legal January 2020



exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

- 5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.
- 5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.
- MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.
- 6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- **Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.
- **Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to:



(a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

- Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.
- 9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.
- 9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board: K-12 Contract Management	With a copy to Legal Department	To Client: Christina Aragon Associate Superintendent, Business
College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Contractsmanagement@collegeboard.org	College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Legalnotice@collegeboard.org	Services Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241-4999 Tel: (562) 469-6520 caragon@dusd.net

- 9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.
- 9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

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- 9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create any right in or remedy of, or any duty or obligation to, any third party.
- 9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.
- 9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.
- 9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.
- 9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.
- 9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

Date

Date



PSAT/NMSQT EARLY PARTICIPATION PROGRAM FIXED FEE SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT®¹ test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT® assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the Districts and schools designated by Client in Section IV (List of Participating Districts and Schools):

1. Materials for Students:

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential[™], delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide available via College Board website.
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

- Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.
- 4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at http://sat.collegeboard.org/practice, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (http://satpractice.org). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.
- 5. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

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6. Changes to Participating Schools. Changes to the list of Participating Schools cannot be made after September 10, 2021. Participating Schools without a valid six-digit College Board school code should apply for their school code at least six weeks prior to the PSAT/NMSQT order deadline.

In the event that any of Client's schools are omitted from the List of Participating Districts and Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

III. PSAT/NMSQT TERMS AND CONDITIONS

- 1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks², trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.
- 2. PSAT/NMSQT Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.
- 3. PSAT/NMSQT Assessment Administration. The exam shall be administered on October 13, 2021. The alternate exam test administration is on October 26, 2021. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.
- 4. Client Testing Delays. Participating schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and participating schools to shift testing to the Alternate administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Alternate administration, or should a PN Delay Event otherwise prevent the participating schools from administering the PSAT/NMSQT on the Alternate administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PN Delay Event up to one week prior to the Alternate administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Alternate administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Alternate administration. No additional administration of the PSAT/NMSQT will be made available after the Alternate administration. Client understands that by selecting the Alternate administration as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Columbus High School	050767
Downey High School	050770
Warren High School	050771

² PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

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V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Prioing PSAT/AMSQT with PSAT 8/9 and SAT School Day	Multi-Assessment Pricing; • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least two grades testing for PSAT/NMSQT
\geq 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than October 29, 2021.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

- 3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.
- Unused Tests. Participating Schools will not incur unused test fees.

Ollege Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.
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PSAT 8/9 ASSESSMENT EARLY PARTICIPATION PROGRAM FIXED FEE SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9® exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to Client through College Board's online data portal.

II. SCOPE

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in <u>Section IV</u> (List of Participating Schools).

1. Materials for Students:

- a. PSAT 8/9 test materials (test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. If Client is administering digital testing ('Digital Testing'), students will receive online access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Schools:

- a. PSAT 8/9 test materials (test booklets).
- If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- c. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- d. Access to AP Potential™ for students in 9th grade, via College Board website.
- e. SAT Suite of Assessment Educator Guide, availablee via College Board website.
- f. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

3. Reports for District:

- Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.
- 4. Required Information. Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the prepopulated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).
- 5. Change to Participating Schools. Changes to the list of Participating Schools must be made no later than one month prior to Client's selected administration date. Participating Schools without a valid six-digit College Board school code should apply for their school code at least six weeks before they plan to order test books.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.



III. PSAT 8/9 TERMS AND CONDITIONS

- 1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.
- 2. PSAT 8/9 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.
- 3. PSAT 8/9 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam on behalf of College Board and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

4. PSAT 8/9 Assessment Administration. If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2021 and March 2022, and its second testing date in April 2022. Client agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board's national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

- Client Testing Delays. Participating schools select an administration date for the PSAT 8/9. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PSAT 8/9 Delay Event'), the client may securely store their test materials and test later in the testing window. If testing cannot be conducted later in the testing window due to an extended outage, the College Board will work with Client and participating schools to shift testing to a later testing window, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the new testing window, or should a PSAT 8/9 Delay Event otherwise prevent the participating schools from administering the PSAT 8/9 on the new administration date in accordance with the policies set forth in the PSAT 8/9 Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 8/9 Delay Event up to one week prior to the new administration date. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 8/9 will be made available after the last scheduled administration of the year. Client understands that by selecting the April administration as their main administration, if there is a PSAT 8/9 Delay Event, there is may be no additional opportunities to test PSAT 8/9 in that school year. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.
- Digital Testing Requirements (If Client is administering digital testing):
 - a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.

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- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - Supported Operating Systems for Student Testing: Review this webpage: https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems, for guidance on supported desktops, laptops and tablets for student testing.
 - Supported Web Browsers by Operating System: Review this webpage: https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers, for information on supported operating systems and corresponding web browsers for each application.
 - Network Configuration: Review this webpage: https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for Participating Schools electing to Digital Testing.
- 7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.
- 8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Downey Unified School District	Downey High School	050770	9	Sep 20, 2021 - Jan 28, 2022
Downey Unified School District	Warren High School	050771	9	Sep 20, 2021 - Jan 28, 2022

V. FEE CALCULATION

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools⁴ to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

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College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



National School Lunch Program (NSLP) Percentage	Suite Priving: PSAT 8/9 with SAT School Day, and PN and/or P10	Multi-Assessment Pricing: PSAT 8/9 with either PN or P10 or SAT School Day At least two grades testing for PSAT 8/9
\geq 0% and <50%	\$11.00	\$12.00
≥ 50% and < 75%	\$10.00	\$11.00
≥ 75%	\$9.00	\$10.00

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than:

Administration Date	Deadline to submit updated enrollment	
Sept. 2021 - Jan. 2022	October 29, 2021	
Feb. 2022 - Mar. 2022		
April 2022	January 28, 2022	

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$14.00 per student.

- Restrictions. No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 exam.
- 4. Unused Tests (paper and pencil). Participating Schools will not incur unused test fees.



VI. CLIENT CONTACT INFORMATION

	Primary ⁵	Data Recipient ⁶	Billing ⁷	Bulk Registration (optional) ⁸
Name:	Charlotte Evensen	Chris Nezzer	Nancy Valdez	Yesenia Gonzalez
Title:	College Readiness Assessment	Chief Technology Officer	Senior Secretary, College and Career Readiness	Student Information Systems Manager
Address:	11627 Brookshire Avenue	11627 Brookshire Avenue	11627 Brookshire Avenue	11627 Brookshire Avenue
City/State/Zip:	Downey, CA 90241- 4999	Downey, CA 90241- 4911	Downey, CA 90241	Downey, CA 90241
Phone:	562-4769-6656	(562) 469-6901	(562) 469-6578	(562) 469-6764
Email:	cevensen@dusd.net	cnezzer@dusd.net	nvaldez@dusd.net	yegonzalez@dusd.net

This is the person to whom College Board should direct primary communications.
 This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.
 This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.
 This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

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Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2021	June 30, 2022	2,002	\$18.00	\$36,036.00	\$6,006.00	\$30,030.00
PSAT 8/9 EPP Fixed- Fee - 9th Grade	July 1, 2021	June 30, 2022	1,953	\$14.00	\$27,342.00	\$5,859.00	\$21,483.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2021	June 30, 2022	2,000	\$18.00	\$36,000.00	\$6,000.00	\$30,000.00

Subtotal: \$99,378.00

Total Discount: \$17,865.00

Total Cost: \$81,513.00



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 78. RATIFY Independent Consultant Services Agreement No. 202122-204 with John Lucas Consulting to review and provide assistance for SELPA certification from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1123

DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

This A	AGREEMENT is made and entered into this _	day of	July	2021 .
	een the Downey Unified School District ("DIST			
	ucas Consulting	, ("CONSULTAN	NT") to prov	ide services
	the direction of: a Cooper	SELPA	vi), to prov	ide services
(Printe		(Site/Department)		
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the following places mutually acceptable to DISTRICT and will include the following: (Attach additional see attach)	d CONSULTANT. C sheet as needed).	TRICT at tim	es and NT services
2. 3.	LOCATION OF PERFORMANCE/SERVICE PERIOD OF AGREEMENT This Agreement is effective July 1, 202 June 30, 2022 inclusive. CONSULTA reserves the right to cancel this agreement a non-availability or non-appropriation of suffice	and will be a NT acknowledges at any time and/or to	that the DIS	TRICT fully
. .	CREDENTIAL Does service provided require a credential, of the Have you ever paid into or are you a retiree of the If Yes and service requires a credential, cert employee, paid through District payroll, subject Contact Certificated Personnel for an application may be responsible for the cost of fingerprint employed after retirement in classified positions as an aide in a class with a high pupil-to-tead instruction in a remedial class or for underprint Section 45134 and Section 88033.).	of CalSTRS? ificate, or a permit, ect to withholding a ation prior to beginn ting. NOTE: CalSTFons in the public scher ratio, or (2) to possible to the contraction or (2) to possible the contraction of (2) to possible the contraction of th	Yes [you must be not fingerprint ing services retirees retool system provide one-	No e hired as an at clearance. Individual may not be except: (1)

5. INDEPENDENT CONSULTANT

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

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

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

6. PAYMENT

DISTRICT agrees	s to pay CONSULTANT at a rate of \$150	per
hour	not to exceed a total of \$20,000	. Expenses are
not reimbursed ui	nless the DISTRICT and CONSULTANT agree other	erwise in writing. An
	ist also be completed and signed.	

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

Agreement for Independent Consultant Services

2 | Page

Rev. 07/10/18

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

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

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

9. FINGERPRINTING

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

ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

John Lucas	Dov	vney Unified School District
Consultant Name		
Jo Jucas		
Signature		istina Aragon
	Ass	ociate Superintendent
	9/	/7/2021
Taxpayer ID no. or Soc. Sec. Number	Dat	е
21551 Magnolia St		
Street Address		vney Unified School District 27 Brookshire Avenue
Olicernations		wney, CA 90241
Walnut, Ca, 91789		2) 469-6520
City, State, Zip Code		
ony, state, zip code		
6/25/21		
Date		
District us	e only below	v line
	- Color	
Account Number to be Charged: 01.1-65000.0	0-50500-22000-	5890-7210000
Alanna Cooper, SELPA Director	6/24/21	
Print Name and Title of Site Administrator	Date	Signature of Site Administrator
		- 3
If using categorical funds, forward this agree Approval before sending to Business Service		appropriate Program Director for
The second secon		
Signature of Brogram Director	Data	Financial Services (verify seet #)
Signature of Program Director	Date	Financial Services (verify acct. #)
Agreement for Independent Consultant	t Services	
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Statement of Work For John Lucas

- Review P1 and P2 Certification special education revenue distributions to determine that the SELPA is receiving all of its revenue after the move of the administrative unit to Downey Unified.
- Monitor the distribution of special education funds to both SELPA member districts and the SELPA.
- Review current allocation process and reporting for federal grant allocations to determine
 that all reporting requirements are being met, including the calculation of the private
 school local assistance grant proportionate share.
- Review the current SELPA level budget process to ensure SELPA funds are separated from program related funding and cost accounting is accurate for maintenance of effort reporting purposes.
- Develop special education funding simulations for the 2021 22 school year based on proposed State Budget and proposed changes to the AB 602 funding calculation.
- Provide assistance to business staff responsible for special education revenue distribution and cost reporting.
- Assist in developing the SELPA budget plan based on the new format and reporting process.
- Provide updates regarding adjustments to the proposed State and Federal Budgets.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 79. APPROVE Service Agreement No. 202122-205 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Little Lake City School District that requests to utilize the services of the Deaf and Hard of Hearing program.

Supporting Documents



scan1124

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 Little Lake City School District, hereinafter referred to as "District" is located at 10515 Pioneer Blvd, Santa Fe Springs, CA 90670.

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:

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- (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

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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) DOWNEY UNIFIED SCHOOL DISTRICT 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:

Little Lake City School District 10515 Pioneer Blvd Santa Fe Springs, CA 90670.

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.

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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.

-//	0/11/1
Dated: 8/3/2021	By: William Cuan

LITTLE LAKE CITY SCHOOL DISTRICT Executive Director Business and Finance

Dated: 9/7/2021 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.
 - 4. 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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DOWNEY UNIFIED ADMINISTRATIVE UNIT

- 5. 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.
- 9. 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.
 - 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.

- 5. 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.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 80. APPROVE Service Agreement No. 202122-206 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Lynwood Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program.

Supporting Documents



scan1125

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 Lynwood Unified School District, hereinafter referred to as "District" is located at 11321 Bullis Rd, Lynwood, CA 90262.

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:

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- (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

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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) DOWNEY UNIFIED SCHOOL DISTRICT 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. <u>INSURANCE</u>

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: Lynwood Unified School District 11321 Bullis Rd Lynwood, CA 90262

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

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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.

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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

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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

1

9/7/2021

Dated: ___

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: 7/30 21	By: They
	LYNWOOD UNIFIED SCHOOL DISTRICT Executive Director
	Business and Finance

DOWNEY UNIFIED SCHOOL DISTRICT

Christina Aragon Associate Superintendent Business Services

Fed. Tax I.D.

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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.
 - 4. 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.

- 5. 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.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 81. APPROVE Service Agreement No. 202122-207 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and ABC Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program.

Supporting Documents



scan1126

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 ABC Unified School District, hereinafter referred to as "District" is located at 16700 Norwalk Boulevard, Cerritos 90703.

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:

ABC Unified School District 16700 Norwalk Boulevard Cerritos 90703.

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.

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

005776.0005127 DOWNEY UNIFIED ADMINISTRATIVE UNIT

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: _	8/10/21	By:
	54	ABC UNIFIED SCHOOL DISTRICT Executive Director Business and Finance
Dated:	9/7/2021	By:
		DOWNEY UNIFIED SCHOOL DISTRICT

Associate Superintendent Business Services

Christina Aragon

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.
 - 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.
 - 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.
- 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.
 - 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.
- 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.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

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II. 84. RATIFY Agreement for Independent Consultant Services No. 202122-212 between the Downey Unified School District and Walter J. Shaw, DDS, to provide supervision for the Radiation Safety Course and Orthodontic Assistant permit of the dental program for the Downey Adult School during the 2021-22 school year, not to exceed \$39,900.00, to be charged to the Adult School Fund.

Supporting Documents



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DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 202122-212

This .	GREEMENT is made and entered into this 27th day of July 2021
	en the Downey Unified School District ("DISTRICT") and
	Shaw, DDS, ("CONSULTANT"), to provide services
	the direction of: Rochin Adult School
(Print	d Name Administrator Site/Department) (Site/Department)
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: (Attach additional sheet as needed). Radiation Safety Course - student, patients, x-ray Rx
	Orthodontic Assistant permit
2.	PERIOD OF AGREEMENT This Agreement is effective
1.	CREDENTIAL Does service provided require a credential, certificate, or permit: Yes ✓No Have you ever paid into or are you a retiree of CalSTRS? Yes ✓No

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

5.

INDEPENDENT CONSULTANT

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

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

6. PAYMENT

DISTRICT agrees	to pay CONSULTANT at a rate of \$350.00	per
hour	not to exceed a total of \$ 39 900 00	. Expenses are
not reimbursed un	less the DISTRICT and CONSULTANT agree other	erwise in writing. Ar
IRS W-9 form mu	st also be completed and signed.	

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Walter J Shaw Consultant Name	Downey Unified School District			
Signature	Christina Aragon			
	Associate Superintendent			
-				
	Date			
	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520			
$\frac{7/28/202/}{\text{Date}}$ District use only 8	nolow line			
District use only to	Pelow IIIIe			
Account Number to be Charged: 11.0 06390.0 46300 10	0000 5804 6285042			
Blanca Rochin, Principal Print Name and Title of Site Administrator	e Signature of Site Administrator			
If using categorical funds, forward this agreement to the appropriate Program Director for Approval before sending to Business Services.				
Signature of Program Director Date	Financial Services (verify acct. #)			

Agreement for Independent Consultant Services
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II. 85. RATIFY Independent Consultant Agreement No. 202122-213 between the Downey Unified School District and Patricia Chew, to provide instruction to the Parent Ed classes for the Downey Adult School during the 2021-22 school year.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 202122-213

11113	AGREEMENT is made and entered into this	3 <u>2/th</u> day of	July 2021 .		
betv	veen the Downey Unified School District ("DI	STRICT") and			
	ricia Chew		T"), to provide services		
Blar	er the direction of: nca Rochin	, Principal), to provide services		
(Prir	nted Name Administrator Site/Department)	(Site/Department)			
 SCOPE OF SERVICES CONSULTANT agrees to perform the following services to DISTRICT at times a places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT se will include the following: (Attach additional sheet as needed).					
2.	PERIOD OF AGREEMENT This Agreement is effective 07/01/2	2021 and will be	completed by		
	reserves the right to cancel this agreement non-availability or non-appropriation of sur	nt at any time and/or to I	nat the DISTRICT fully limit services due to		
1.	CREDENTIAL	l - er	— . —		
	Does service provided require a credential	i, certificate, or permit:	Yes No		
	Have you ever paid into or are you a retire	e of CalSTRS?	✓ Yes No		
	If Yes and service requires a credential, or employee, paid through District payroll, su Contact Certificated Personnel for an applimate the responsible for the cost of fingerphemployed after retirement in classified post as an aide in a class with a high pupil-to-te instruction in a remedial class or for under Section 45134 and Section 88033.).	ubject to withholding and lication prior to beginnir rinting. NOTE: CalSTRS sitions in the public scho eacher ratio, or (2) to pr	d fingerprint clearance. ng services. Individual S retirees may not be col system except: (1) rovide one-on-one		

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed

to create a partnership, agency, joint venture, or employment relationship.

INDEPENDENT CONSULTANT

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$60% of fee paid per student not to exceed a total of \$15.700 . Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

Agreement for Independent Consultant Services

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Patricia Chew Consultant Name	Downey Unified School District				
Signature	Christing Aragon				
	Christina Aragon Associate Superintendent				
	Date	е			
	116 Dov	vney Unified School District 27 Brookshire Avenue vney, CA 90241 2) 469-6520			
August 3, 2021 Date					
District use	only below	/ line			
Account Number to be Charged: 11.0 0 6390.0	41300 100	000 5804 6280000			
Blanca Rochin, Principal Print Name and Title of Site Administrator	3/2021 Date	Signature of Site Administrator			
If using categorical funds, forward this agreeme Approval before sending to Business Services.	ent to the ap	ppropriate Program Director for			
Signature of Program Director	Date	Financial Services (verify acct. #)			
Agreement for Independent Consultant Se	ervices				
5 Page		R e v. 0 7/10/1 8			



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II. 86. RATIFY Service Agreement No. 202122-216 with Creative Works Consulting to assist the District with marketing and business strategies related to enrollment growth from July 1, 2021 through June 30, 2022.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 2020122-216

an	IIS AGREEMENT made and entered into this <u>1</u> of <u>July</u> , <u>2021</u> by and tween <u>Creative Works Consulting</u> , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Please refer to Addendum A
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$, not to exceed \$\frac{125,000.00}{25,000.00} for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<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:

- 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. 202122-216

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. 202122-216 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

Creative Works Consulting

DISTRICT

Business Services

Downey Unified School District

[:		
ress:	5380 Los	Monteros
	Yorba Lin	da, CA
tact:	Matt Knox	(
ne/email:	(562)301-	3032 matt@cre8ivagency.com
SER Crea	VICE PR	Consulting
Prir	it Name:	Matt Knox
Prir	it Title:	General Partner
Date	e:	08/17/2021
below lii	1е	
00000-7150	0-5890-75	10460
	Y NO IN	
rint		
rint		8/16/21
rint		8/16/21 Date
categoria	cal funds	
	cal funds	Date
	sact: ne/email: been ac SER Crea Sign Prin Prin Date	Yorba Lin tact: Matt Knox ne/email: (562)301-

SCOPE OF WORK

Downey Unified School District

Creative Works Consulting Agency will be assisting Downey Unified with marketing and business strategies with the ultimate goal of increasing and maximizing enrollment in the school district. Services will include, but not be limited to, advice and consult on social media communication strategies, public advertising campaigns, and internal marketing campaigns. We will also assist in seeking strategic partnerships to further DUSD's business strategy goals, and will advise DUSD on the most effective communication strategies for existing brand and/or existing/new consumer facing campaigns to accomplish targeted objectives. Our scope of work will also include graphic and copy consult, web development of the remaining school sites, and Salesforce.com development, implementation, and maintenance.

- Business development consult/strategy \$125/hr billed hourly to nearest quarter hour
- Ad campaign/marketing development \$125/hr billed hourly to nearest quarter hour
- Salesforce development, administration, process flow planning, and training \$125/hr billed hourly to nearest quarter hour
- Web development \$125/hr billed to nearest quarter hour
- Design services (including website design) \$75/hr billed hourly to nearest quarter hour
- Copywriting and translation services \$75/hr billed hourly to nearest quarter hour

Anticipated project budget of \$125,000 for fiscal July 1, 2021 – June 30, 2022.



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II. 87. RATIFY Agreement for Independent Consultant Services No. 202122-212 with Walter J. Shaw, DDS, to provide Radiation Safety Course for Adult Education from July 1, 2021 through June 30, 2022.





DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

Service Agreement No. 202122-212

This A	GREEMENT is made and entered into this	day of	July 2021,			
betwee	en the Downey Unified School District ("DIS	STRICT") and				
Walter .	J Shaw, DDS	, ("CONSULTAN	T"), to provide services			
Blanca	the direction of: Rochin	, Adult School	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
(Printe	ed Name Administrator Site/Department)	(Site/Department)				
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: (Attach additional sheet as needed). Radiation Safety Course - student, patients, x-ray Rx					
	Orthodontic A	ssistant permit				
2. 3.	PERIOD OF AGREEMENT This Agreement is effective 7/1/202 6/30/2022 inclusive. CONSULTIVE reserves the right to cancel this agreement non-availability or non-appropriation of sufficiency.	21 and will be TANT acknowledges t t at any time and/or to	hat the DISTRICT fully			
4.	CREDENTIAL. Does service provided require a credential. Have you ever paid into or are you a retired. If Yes and service requires a credential, complete, paid through District payroll, sur Contact Certificated Personnel for an application application of the cost of finger premployed after retirement in classified posts an aide in a class with a high pupil-to-te instruction in a remedial class or for under Section 45134 and Section 88033.).	e of CalSTRS? ertificate, or a permit, y bject to withholding ar ication prior to beginn inting. NOTE: CalSTR sitions in the public scheacher ratio, or (2) to p	nd fingerprint clearance. ing services. Individual RS retirees may not be nool system except: (1) provide one-on-one			

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed

to create a partnership, agency, joint venture, or employment relationship.

5.

INDEPENDENT CONSULTANT

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

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

PAYMENT

DISTRICT agree	s to pay CONSULTANT at a rate of \$350.00	per
hour	not to exceed a total of \$39,900,00	. Expenses are
not reimbursed u	inless the DISTRICT and CONSULTANT agree other	rwise in writing. An
IRS W-9 form m	ust also be completed and signed.	

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

Agreement for Independent Consultant Services
2 | Page Rev. 0 7/10/18

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

Walter J Shaw	Downey Unified School District
Consultant Name	Somey Chined Ochoor District
Millian Itan das	
Signature	Christina Aragon Associate Superintendent
	9/7/2021
Taxpayer ID no. or Soc. Sec. Number	Date
Street Address Fulletton CA 9283 City, State, Zip Code	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520
$\frac{7/28/202/}{\text{Date}}$ District use on	dv below line
Account Number to be Charged: 11.0 06390.0 4630	00 10000 5804 6285042
research various to so orial god.	1200
Blanca Rochin, Principal	2/21 Theren Kock
Print Name and Title of Site Administrator	Date Signature of Site Administrator
If using categorical funds, forward this agreement Approval before sending to Business Services.	to the appropriate Program Director for
Signature of Program Director	Date Financial Services (verify acct. #)
Agreement for Independent Consultant Serv	vices
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II. 88. RATIFY Agreement for Independent Consultant Services No. 202122-213 with Patricia Chew to serve as an Instructor for Parent Ed classes at Downey Adult School from July 1, 2021 through June 30, 2022.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

Service Agreement No. 202122-213

This	AGREEMENT is made and entered into this	27th day of	July 2021 .
betw	een the Downey Unified School District ("DI	STRICT") and	
		September Managard Co. Co. (Managard Managard Ma	T"), to provide services
	er the direction of: ca Rochin		1), to provide services
(Prin	ted Name Administrator Site/Department)	_, <u>Principal</u> (Site/Department)	And the second section of the section o
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the following places mutually acceptable to DISTRICT will include the following: (Attach additional Instructor for Parent Educations)	and CONSULTANT. C al sheet as needed).	ONSULTANT services
2. 3.	PERIOD OF AGREEMENT This Agreement is effective 07/01/2 06/30/2022 inclusive. CONSUL reserves the right to cancel this agreement non-availability or non-appropriation of sur	2021 and will be TANT acknowledges to at any time and/or to	that the DISTRICT fully
4.	CREDENTIAL Does service provided require a credential Have you ever paid into or are you a retire If Yes and service requires a credential, of employee, paid through District payroll, so Contact Certificated Personnel for an app may be responsible for the cost of fingerp employed after retirement in classified por as an aide in a class with a high pupil-to-t instruction in a remedial class or for unde Section 45134 and Section 88033.).	I, certificate, or permit: ee of CalSTRS? eertificate, or a permit, subject to withholding arbication prior to beginn rinting. NOTE: CalSTR sitions in the public scheacher ratio, or (2) to present the second control of the public scheme ratio, or (2) to present the second control of the public scheme ratio, or (2) to present the second control of the	Yes No you must be hired as an and fingerprint clearance. ing services. Individual RS retirees may not be mool system except; (1) provide one-on-one

5. INDEPENDENT CONSULTANT

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

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$60% of fee paid __per student ____ not to exceed a total of \$15.700 __. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

Agreement for Independent Consultant Services

2 | Page

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

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Patricia Chew	Downey Unified School District
Consultant Name	2 amoy animod acribor bistrict
Pala Des	
Signature	Christina Aragon Associate Superintendent
Taynoyar ID no as See See New house	9/7/21
Taxpayer ID no. or Soc. Sec. Number	Date
15531 Cornuta Ave.	Downey Unified School District
Street Address	11627 Brookshire Avenue
Bellflower, CA 90706	Downey, CA 90241 (562) 469-6520
City, State, Zip Code	
August 3, 2021	
Date	
District use	e only below line
	0.41100.10000.5904.689b000
Account Number to be Charged: 11.0 00000.	0 41100 10000 5804 6280000
Blanca Rochin, Principal	5/3/2021 /Storney Moch
Print Name and Title of Site Administrator	Date Signature of Site Administrator
If using categorical funds, forward this agreem Approval before sending to Business Services	
Approval belove schaling to business dervices	».
Signature of Program Director	Date Financial Services (verify acct. #)
g	Thanland Convicts (verify acct. #)
Agreement for Independent Consultant S	Services
5 Page	Rev. 0 7/10/1 8



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II. 89. RATIFY Agreement No. 202122-217 with Prudential Overall Supply to provide rental uniforms to District Maintenance, Operations, Transportation, Warehouse, and Technology personnel from July 1, 2021 through June 30, 2024.

Supporting Documents





FORM 10032-84editable-SLX REV 06/21/21

SERVICE RENTAL AGREEMENT

D.U.S.D. Agreement No. 202122-217

PRUDENTIAL OVERALL SUPPLY ("PRUDENTIAL") agrees to furnish, clean, pick-up and deliver the following merchandise and CUSTOMER agrees to rent all merchandise listed below for the initial account installation and any additional merchandise ordered from PRUDENTIAL. CUSTOMER agrees to a service minimum based on the initial account installation. Prices will vary for other than weekly service.

Wearing Apparel			Other Merchandise						
Item	Rental Rate	Inventory Per Wearer	Total Wearers or Items	Replacement Value	Item	Frequency	Unit Rate	Total Inventory	Replacement Value
			4						
		1				1	TAX TOR ALL CO.	1 000,000 (- 000 , 0 000)	
		i	-			1		Apr (100) 1	
			1		A-4				*****************

DATE OF FIRST DELIVERY: Service Rental Agreement is effective the date signed by both parties. The term of Agreement is based on the installation date of each served location.

GENERAL PURPOSE MERCHANDISE: Merchandise rented by PRUDENTIAL is for general purpose only and is not for use in areas of flammability risk or where contact with toxic or hazardous materials is possible. If requested, CUSTOMER agrees to furnish Safety Data Sheets (SDS) to comply with all applicable laws. Merchandise rented by Prudential is also not considered ANSI/ISEA 107-1999 compliant.

TERMS: Upon approval of CUSTOMER'S credit, payment is due net 30 days from invoice date or upon receipt of monthly statement. All prices reflect credit for time off due to CUSTOMER / employee vacation, holiday or sickness.

REPLACEMENT: In the event of damage to wearing apparel by CUSTOMER, reasonable wear accepted, CUSTOMER will pay PRUDENTIAL'S replacement value unless CUSTOMER elects Budget Protection Program. CUSTOMER will pay PRUDENTIAL'S current replacement value for lost merchandise. In the event of damage to other merchandise or equipment by CUSTOMER, CUSTOMER will pay 75% of PRUDENTIAL'S current replacement value. Budget Protection Program is a per piece rate that covers all damage related charges except gross misuse.

RIGHT OF CANCELLATION: Because it would be otherwise difficult or impractical to fix the exact amount of damage to PRUDENTIAL, in the event CUSTOMER cancels or breaches this agreement for any reason, CUSTOMER will pay to PRUDENTIAL sixty-five percent of the average weekly dollar volume for the un-expired term based on the thirteen week period preceding cancellation. CUSTOMER will also pay unpaid invoices for prior services rendered and any lost or damage charges.

TERM OF AGREEMENT: In consideration of the substantial investment by PRUDENTIAL in merchandise and equipment to provide service to CUSTOMER, this agreement shall continue for 36 months from the first delivery date specified above and shall automatically renew for subsequent periods of the same length as the initial term, provided it is not terminated by either party by written notice to the other at least ninety (90) days prior to the expiration of the initial term or any renewal term. In the event of increased costs, PRUDENTIAL may, after each anniversary date of this agreement, increase its rates by the amount of the increase in the Consumer Price Index – all areas for the previous twelve months, or six and nine-tenths percent.

GENERAL: CUSTOMER shall pay all costs of collection and attorney's fees. PRUDENTIAL will not be liable for consequential damages resulting from its inability to perform its obligations under this agreement. CUSTOMER agrees to defend and indemnify PRUDENTIAL from any claims associated with the use of the merchandise, including any claims allegedly arising from defective merchandise. CUSTOMER agrees to pay a nonrefundable preparation fee for each garment placed in service after the original thirty (30) days installation. CUSTOMER also agrees to pay for any lettering that is requested, the environmental fee, a delivery charge, any inventory maintenance charge, sales and use taxes, or other similar standard recurring charges. Should CUSTOMER'S business identified below be sold or transferred in any way, this agreement shall remain in full force and effect and shall bind both the CUSTOMER and the purchaser. This Agreement is not binding on PRUDENTIAL until executed by the General Manager of PRUDENTIAL'S facility that will provide service to Customer.

CUSTOMER warrants that it is not contractually obligated for any of the services represented under this agreement to any other person or concern

CUSTOMER	warrants that it is not contractually obligated for any or t		Unified School [.0	erson or concern.	
By (Signature):	PRUDENTIAL OVERALL SUPPLY	By (Signature):	Customer's Bus	mesa tegal Na		\bigcup
Printed Name:	Francisco Lopez	Printed Name:	Christina Aragon		0	
Title:	SSM	Its Duly Authorized:	Associate Superin	***************************************	iness Services	
Date:	08-16-2021		Title			it po
		Address:	11627 Brookshi	re Avenue		
		City/State/Zip:	Downey	CA	90241	
		Phone:	(562)469-6704			
For office use of Gene	only: rai Manager Approval					
Printed Nam	e:					



Addendum "A" Price Structure For

Downey Unified School District

GARMENTS

ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
Black Industrial Cargo Pocket Pants	73-44-08-02	\$0.336	\$29.43
Women's Industrial Pant	61-44-16	\$0.24	\$22.73
Micro-Check Shirt - Professionally Pressed	78-42-71-12	\$0.25	\$22.58
Industrial Shirt - Professionally Pressed	78-42-79	\$0.23	\$20.14
Women's Industrial Shirt	18-36-49-2C	\$0.23	\$21.92
Industrial Shorts	73-44-16-99	\$0.30	\$24.10
Wrangler Classic Fit Jean	75-83-13-5Z	\$0.418	\$31.54
Perma-Lined Panel Jacket	60-44-44	\$1,161	\$44.97
Dickies Industrial Regular Fit Jean	75-33-11	\$0.31	\$28.40
z(Discontinued)Dickies Cargo Pocket Pants	73-48-71-7Q	\$0.33	\$29.85
100% Cotton Shirt - Professionally Pressed	78-33-71	\$0.41	\$24,10

FACILITY SERVICES/TOWELING/FLATGOODS

ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
18x18 Shop Towel, purple	9792	\$0.09	\$0.45
Inventory Maintenance (TTD/MMP)	9792-TTD	\$0.45	\$0.00

- · Additional Information:
- Agreement term is for 36 months with optional 1 year renewals.
- Terms and conditions of the Purchase Order Supersede the agreement terms and conditions.

		<u> </u>			
Prudential Overall Supply		Downey Unified School District			
Signature:	Just .	_ Signature:	Christing MOON	-	
Name:	Francisco Lope 2	Name:	Christina Aragon	- dL/h	
Title:	55 M	Title:	Associate Superintendent, Business Services	# P	
Date:	08-16-2021	Date:	September 7, 2021		





BUDGET PROTECTION PROGRAM AGREEMENT

RATE

ADDENDUM B

Customer elects to purchase Budget Protection Coverage. Budget Protection Coverage is intended to eliminate specific charges for specific merchandise customer garment rental/lease inventories rented by the Customer. Budget Protection Coverage does not cover non-specified rental merchandise, repeated Customer neglect, or abuse, and damage due to fire, flood or disaster. Prudential has the right to revoke Budget Protection Coverage at Prudential's discretion. Merchandise will remain the property of Prudential Overall Supply.

Customer elects to purchase Budget Protection Coverage at the rate specified below per item placed in the rental/lease service inventory. Budget Protection Coverage rates will be billed weekly. Upon termination of the contract, merchandise not returned by the customer is subject to a loss charge.

BUDGET PROTECTION COVERAGE

	SUP (Covers Prep, Emblem and	Name Tags))			
	GMP (Covers Damage)						
	GMLP (Covers Loss and Damage	e)		.			
abla	BPP (Covers Prep, Emblem, Dan	nage, Loss, and Nan	ne Tags)	0.1	13		
PRUDENTIAL OVERAI By: Francisco Lopez Title: SSM	L SUPPLY	Downey Unified By (Signature): Printed Name:		Basiness Legal	lame:	3n	
Date: 08-16-2021			(title	rintendent, Busin shire Avenue	ess Ser	vices	it P
			Downey		CA	90241	
For Office Use Only:		Phone:	(562)469-67)4			
General Manager Approval							

FORM 10236-SLX REV 01/23/18



Printed: 09/02/2021 07:36 AM

II. 90. RATIFY Service Agreement No. 202122-219 with Association of Christian Schools International to provide four inservice sessions to be held at Calvary Chapel Christian School from August 3, 2021 through August 4, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202122-219

an	IIS AGREEMENT made and entered into this 10th of August, 2021 by and tween Assn. of Christian Schools International, 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. Four inservice sessions to be held at Calvary Chapel Christian School in Downey on August 3-4, 2021
	with mileage to be paid @ .56/mile plus copies of materials @ .10/page.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{1000.00}{\text{.000.00}}, not to exceed \$\frac{1000.00}{\text{.000.00}} for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins <u>August 3, 2021</u> and will terminate on or before <u>August 4, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

- 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. 202122-219

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. 202122-219 14. <u>Notices:</u> Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT SERVICE PROVIDER Downey Unified School District Name: Dr. Suzie Mohler **Business Services** ACSI Senior Coord., Western Division Dept.: 11627 Brookshire Ave. 1902 Olympia Avenue Address: Downey, CA 90241 Hacienda Heights, CA 91745 Contact: Debbie Black Contact: Dr. Mohler (562)469-6521/dblack@dusd.net Phone/email: suzie_mohler@acsi.org

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

DISTRICT			SERVICE PROVIDER			
DOWNEY UNIFIED SCHOOL DISTRICT		RICT	ACSI - Dr. Suzie Mohler			
Signature			Dr. Suzie N Signature	Mohler Digitally signed by Dr. Suzie Mohler Date: 2021.08.12 15:19:56 -07'00'		
Print Name:	Christina Aragon		Print Name:	Dr. Suzie Mohler		
Print Title:	Associate Superintende Business Services	ent	Print Title:	Sr. Coordinator, ACSI Western I		
Date:	9/7/2021	_	Date:	8/12/2021		
	District	use only belo	w line			
	mber to be Charged 01.0		-10000-5804-74	80000 Title II, Part A Private Sch.		
	itle of Site Administrator					
jrobbins		Digitally signed by jrobbins Date: 2021.08.13 08:20:03 -0:	7'00'			
Signature of	Site Administrator			Date		
jrobbins		Digitally signed by jrobbins Date: 2021.08.13 08:20:11 -0:	7'00'			
Signature of	Program Director ONLY	/ IF using cate	gorical funds	Date		
Downey Unified	School District			Page 4 of 4		

Service Agreement No. 202122-219



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II. 91. RATIFY Service Agreement No. 202122-220 with Cornerstone Therapies to provide IEE Assessment in the area of Physical Therapy to include assessment, report development, and participation in IEP meetings from July 26, 2021 through December 31, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202122-220

an	AIS AGREEMENT made and entered into this <u>26</u> of <u>July</u> , <u>2021</u> by and stween <u>Cornerstone Therapies</u> , hereinafter called the SERVICE PROVIDER and 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. IEE Assessment in the area of Physical Therapy to include assessment, report development, and
	participation in an IEP meeting
	participation in affice meeting
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$640.00 , not to exceed \$1000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins <u>July 26, 2021</u> and will terminate on or before <u>December 31, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School	District	
Service Agreement No.	202122-220	

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.	202122-220	



DISTRICT

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

		OLIVIOL III	CVIDEI	
	nified School District	Name:	Charlotte	Feichtmann
Business 8	Services	Dept.:	Cornersto	one Therapies
11627 Bro	okshire Ave.	Address:	18700 Be	ach Blvd., #120
Downey, C			Huntingto	n Beach, CA 92648
Contact: D	arren Purseglove	Contact:	714-962-6	6760
(562) <u>469-</u> 6		Phone/email:	charlotte.	feichtmann@cornerstonethera
dpurseglo	ve@dusd.net			
IN WITNESS named parti	S WHEREOF, this Agreeme es, on the date indicated bel	nt has been ad low:	cepted a	nd agreed by the below
DISTRICT		SER	VICE PR	OVIDER
DOWNEY U	NIFIED SCHOOL DISTRIC	T Cha	rlotte Feich	tmann
		7 7	noral	My Long Han
Signature			nature	100
		Sigi	iature	
Print Name:	Christina Aragon	Pri	nt Name:	Charlotte Feichtmann
Print Title:	Associate Superintendent Business Services	Pri	nt Title:	Physical Therapist
Date:		Dat	te:	7/27/21
	District use	only below li	ne	
Account Nur	mber to be Charged 01.0-	65000.0-57600	0-31400-5	5816-7430000
	. Sandoval, Director of Spec	New York Control of the Control of t		
Name and T	itle of Site Administrator-Ple			
<i>\$</i>	Ug 17, 2021 12:25 PDT)			
	Site Administrator			Date
J				Date
Signature of	Program Director ONLY IF	using categori	cal funds	Date
	School District			Page 4 of 4



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 92. RATIFY Agreement for Independent Consultant Services No. 202122-221 with Patricia Chew to serve as a rater for Early Learning Assistant and Early Learning Instructors from June 15, 2021 through July 30, 2021.

Supporting Documents



scan1135

DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 202122-221

This	AGREEMENT is made and entered into this _28 day of July 20 21
	veen the Downey Unified School District ("DISTRICT") and
	cia Chew, ("CONSULTANT"), to provide services
	er the direction of:
	Ann Arko , Classified Human Resources
(PIII	nted Name Administrator Site/Department) (Site/Department)
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: (Attach additional sheet as needed). Patricia Chew will service as a rater to review classified personnel interviews for
	the positions of Early Learning Assistant, and Early Learning Instructors.
3.	PERIOD OF AGREEMENT This Agreement is effective June 15, 2021 and will be completed by July 30, 2021 inclusive. CONSULTANT acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.
4.	CREDENTIAL Does service provided require a credential, certificate, or permit: Yes ✓No Have you ever paid into or are you a retiree of CalSTRS? Yes No
	If Yes and service requires a credential, certificate, or a permit, you <u>must</u> be hired as an employee, paid through District payroll, subject to withholding and fingerprint clearance. Contact Certificated Personnel for an application prior to beginning services. Individual may be responsible for the cost of fingerprinting. NOTE: CalSTRS retirees may not be employed after retirement in classified positions in the public school system except: (1) as an aide in a class with a high pupil-to-teacher ratio, or (2) to provide one-on-one instruction in a remedial class or for underprivileged students. (California Ed. Code Section 45134 and Section 88033.).
_	

INDEPENDENT CONSULTANT

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

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

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

6.	PAYME	NT
· ·		

DISTRICT agrees t	o pay CONSULTANT at a rate of \$ 37.30	per
hour	not to exceed a total of \$261.10	. Expenses are
not reimbursed unle IRS W-9 form must	ess the DISTRICT and CONSULTANT agree of also be completed and signed.	herwise in writing. An

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

INDEMNIFICATION

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

INSURANCE

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

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

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

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

WORK PRODUCT

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

TERMINATION

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

14. GOVERNING LAW

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

SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

Patricia Chew Consultant Name	Downey Unified School District
Par Co	
Signature	Christina Aragon Associate Superintendent
	Date
	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520
8/6/2021 Date	
District use	only below line
Account Number to be Charged: 01.0 00000.0 0	0000 74000 5890 7577770
	Bethann arko
Print Name and Title of Site Administrator	Date Signature of Site Administrator
If using categorical funds, forward this agreeme Approval before sending to Business Services.	ent to the appropriate Program Director for
Signature of Program Director	Date Financial Services (verify acct. #)
Agreement for Independent Consultant S	ervices
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Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 93. RATIFY Agreement for Independent Consultant Services No. 202122-222 with Kora Manzano-Lopez to serve as a rater for Early Learning Assistant and Early Learning Instructors from June 15, 2021 through June 30, 2021.

Supporting Documents



scan1136

DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 202122-222

This	AGREEMENT is made and entered into this	s9 day of	July 20 21
betw	veen the Downey Unified School District ("DI	STRICT") and	
	Manzano-Lopez		NT"), to provide services
Beth/	er the direction of: Ann Arko		
(Prin	ted Name Administrator Site/Department)	, Classified H.R. (Site/Department)	
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the following places mutually acceptable to DISTRICT awill include the following: (Attach additional To review and evaluate Classified applications)	and CONSULTANT. (al sheet as needed)	CONSULTANT services
	Early Learning Instructors a	and Early Learning Assist	ants.
3.	PERIOD OF AGREEMENT This Agreement is effective June 15, June 30, 2021 inclusive. CONSUL reserves the right to cancel this agreement non-availability or non-appropriation of sur	2021 and will b TANT acknowledges	pe completed by
4.	CREDENTIAL Does service provided require a credential Have you ever paid into or are you a retire		t: Yes \(\sqrt{No} \)
	If Yes and service requires a credential, comployee, paid through District payroll, sur Contact Certificated Personnel for an application of the cost of finger properties of the cost of finger properties as an aide in a class with a high pupil-to-te instruction in a remedial class or for under Section 45134 and Section 88033.).	Ibject to withholding a lication prior to begin rinting. NOTE: CaIST sitions in the public so eacher ratio. or (2) to	you must be hired as an and fingerprint clearance. ning services. Individual RS retirees may not be chool system except: (1)
5.	INDEPENDENT CONSULTANT		

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

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

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

	ENTERNATION OF THE PARTY OF THE		
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6.	PAYM	Des L/I	
U .	1 /7 1 191	-14	•

DISTRICT agree	es to pay CONSULTANT at a rate of \$ 37.30	per
hour	not to exceed a total of \$ 261.10	. Expenses are
not reimbursed ι IRS W-9 form m	unless the DISTRICT and CONSULTANT agree othust also be completed and signed.	nerwise in writing. An

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

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

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

(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and

agents as additional insureds.

(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

WORK PRODUCT

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

13. TERMINATION

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

GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

Consultant Name	Downey Unified School District
1/=>	
Signature	Christina Aragon
	Associate Superintendent
	Date
	Downey Unified School District
	11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520
	(102) 100 0020
1 /	
7/6/21	
Date	
District w	so only below the
District us	se only below line
	se only below line 0 00000 74000 5890 7577770
Account Number to be Charged: 01.0 00000.	
Account Number to be Charged: 01.0 00000.	0 00000 74000 5890 7577770 Bethan arks
Account Number to be Charged: 01.0 00000. Print Name and Title of Site Administrator If using categorical funds, forward this agree	Date Signature of Site Administrator
Account Number to be Charged: 01.0 00000. Print Name and Title of Site Administrator If using categorical funds, forward this agree	Date Signature of Site Administrator
Account Number to be Charged: 01.0 00000. Print Name and Title of Site Administrator If using categorical funds, forward this agree	Date Signature of Site Administrator
Account Number to be Charged: 01.0 00000. Print Name and Title of Site Administrator	Date Signature of Site Administrator ment to the appropriate Program Director for ess.
Account Number to be Charged: 01.0 00000. Print Name and Title of Site Administrator If using categorical funds, forward this agree Approval before sending to Business Service	Date Signature of Site Administrator ment to the appropriate Program Director for ess.
Account Number to be Charged: 01.0 00000. Print Name and Title of Site Administrator If using categorical funds, forward this agree Approval before sending to Business Service	Date Signature of Site Administrator ment to the appropriate Program Director for ess.
Account Number to be Charged: 01.0 00000. Print Name and Title of Site Administrator If using categorical funds, forward this agree Approval before sending to Business Service	Date Signature of Site Administrator ment to the appropriate Program Director for es. Date Financial Services (verify acct.

Rev. 07/10/18



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 94. APPROVE Service Agreement No. 202122-223 with Dynamic Education Services Inc., to provide Supplemental Academic Services and Language and Speech Services from October 1, 2021 through December 31, 2023.

Supporting Documents



scan1137

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

SERVICE AGREEMENT Agreement No. 202122-223

e an	IIS AGREEMENT made and entered into this 17 of August 2021 by and 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. Provide Student Hours of SAS, 40 Hours of LAS, and 36 Hours of OT services.
2.	Cost of Sorvings The DISTRICT agrees to now SERVICE DROVIDER the total
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$18,160.00 , not to exceed \$18,160.00 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.
1.	Term. The term of this agreement begins 10/01/2021 and will terminate on or before 06/30/2023 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 D	istrict	
Service Agreement No.	202122-223	

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

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

Downey Unified School D	istrict	
Service Agreement No.	202122-223	



Downey Unified School District

DISTRICT

Business Services

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

Dynamic Education Services Inc.

Non Public Agency

. 11027 Bro	oksnire Ave.	Address:		2010 Eas	t Jamison Street
Downey, C	CA 90241			Anaheim,	CA 92806
Contact: D	arren Purseglove	Contact:		Jonas Ma	ceda
(562) <u>469-6</u>	6531/ ve@dusd.net	Phone/e	mail:	714-823-3	3361/jonas@dynamicedservice
	S WHEREOF, this Agreemer es, on the date indicated belo		en ac	cepted a	nd agreed by the below
DISTRICT			SER	VICE PR	OVIDER
DOWNEY U	NIFIED SCHOOL DISTRICT	Γ	Dyna	amic Educa	ation Services, Inc.
			Jor	nas Ma	ceda Digitally signed by Jonas Maceda Date: 2021.08.17 08:45:09 -07'00'
Signature			Sign	ature	
Print Name:	Christina Aragon		Prin	it Name:	Jonas Maceda
Print Title:	Associate Superintendent Business Services		Prin	it Title:	CEO/Director
Date:			Date	e:	08/17/21
	District use	only belo	ow lir	1e	
Account Nur	mber to be Charged01.0	-65000.0-	57600	-31400-5	816-7430000
Patricia G.	Sandoval, Director of Special	Education	ı		
Name and T	Title of Site Administrator-Ple	ase print			
Signature of	Site Administrator				Date
Signature of	Program Director ONLY IF	using cate	egorio	cal funds	Date
Downey Unified Service Agreeme					Page 4 of 4



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 95. APPROVE Agreement No. 202122-224 with Agility PR Solutions to provide public information internet monitoring services from January 1, 2022 through December 31, 2024.

Supporting Documents



scan1138



Order for Agility Services Monitoring, Targeting and Reporting

Account Information:

Date:	Account Number:
Aug 16, 2021	1MV000034335
Agility PR Solutions Rep:	Rep Email Address:
Nathaniel Saunders	nathaniel.saunders@agilitypr.com
Contract Start Date:	Contract End Date:
Jan 01, 2022	Dec 31, 2024

Client Information:

Organization Name:	Downey Unified School District	
D		

Registered Address:

Number and Street:	11627 Brookshire Ave	
City/Town:	Downey	
State/Province:	California	
Country:	United States	
ZIP/Postal Code:	90241	

Contact Information:

Primary Contact Name:	Title/Position: The Office of The Superintendent Public Relations Coordinator	Email:	Telephone/Ext:
Ashley Greaney		agreaney@dusd.net	(562) 469-6513
Billing Contact Name: Christina Aragon	Title/Position: Associate Superintendent of Business Services	Email: caragon@dusd.net	Telephone/Ext: 5624696521

Agility Services:

Product	Details	Quantity	Total
Standard User - Monitoring	Up to 3 Standard users with subscription access	1	0.00
Agility Monitoring	Monitoring Topics: Unlimited, Tagging Topics: 10, Mentions (Monthly): 60,000, Alerts: 30, Monitoring: Online, Social Media, and Broadcast TV/Radio	1	21,000.00
OTAL CONTRACT VALUE (EX	CLUDING TAXES):	AND POST OF	USD 21,000.00

^{*}The full term of the contract is indicated by the contract start and contract end dates above, regardless of Invoicing frequency. *

Client Support

- · Top rated phone, email and live chat client support
- Online support library and how-to videos available
- Personalized training for Users

NOTES (For special instructions):

Monitoring: \$9,775

Discounts Applied:

1- School Discount: \$4252- 3 Year Discount: \$935

3- VP Approved Discount: \$1,415

Total Discounts: \$2,775 or ~28% Discount

Negotiated Rate: \$7,000 per year | Contract Value: \$21,000

Invoicing Schedule: (net 30)

1-\$3500 - Invoiced on 9/7/2021 for period of service: 1/1/2022-6/30/2022

2-\$7000 - Invoiced on 6/21/2022 for period of service: 7/1/2022-6/30/2023

3- \$7000 - Invoiced on 6/21/2023 for period of service: 7/1/2023-6/30/2024

4- \$3500 - Invoiced on 6/21/2024 for period of service: 7/1/2024-12/31/2024

Manager Reviewed:

Other Terms and Conditions:

- Upon Acceptance, this Order form for Agility Services ("Order") becomes a legally binding agreement (the "Agreement") between Agility PR Solutions LLC. ("Agility") (which has rights to distribute the Services) and Customer (each a "party" and collectively, the "parties"). The parties acknowledge that the Agreement includes and incorporates the Agility Standard Terms and Conditions available at http://www.agilitypr.com/agility/terms-of-use/. By executing this Order, the parties agree to be bound, respectively, by the
- Fees shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer.
- All prices and terms quoted above expire 30 days from the Order Date above.
- All Fees are due thirty (30) days from the date of invoice, or upon invoice date via pre-authorized credit card payment.
- At the Subscription End Date, and every Subscription renewal term thereafter, THE SUBSCRIPTION WILL BE RENEWED AUTOMATICALLY FOR AN ADDITIONAL 12 MONTHS UNLESS CUSTOMER PROVIDES AGILITY WITH WRITTEN NOTICE OF TERMINATION AT LEAST 90 DAYS PRIOR TO THE END OF THE THEN-CURRENT SUBSCRIPTION TERM. WRITTEN NOTICE MUST BE ADDRESSED TO RENEWALS@AGILITYPR.COM.
- Once this Order is executed, it may not be amended except in writing signed by both Customer and Agility.
- 7. Customer and Agility have an independent contractor relationship. No agency, partnership, joint venture, or employment relationship is created as a result of this Order or any other agreement referred to herein and neither Customer nor Agility has any authority of any kind to bind the other party in any respect.
- No capability to download any data from the platform will be allowed unless otherwise referenced in the product section above. If referenced above and data download is allowed, then the data exported from the Agility platform is for internal use only and shall not be shared externally with other users or organizations.

IN WITNESS THEREOF, each party acknowledges that it has read and understood the terms of this Agreement and agrees to be bound by these terms.

Signature: I confirm that I am duly authorised to agree to the terms and conditions herein on behalf of the applicable party, and that all information provided above is true and correct.

CUSTOMER	AGILITY PR SOLUTIONS
Signature:	Signature:
Name: Christina Aragon	Name:
Title: Associate Superintendent, Business Services	Title:
Date Signed: September 7, 2021	Date Signed:

STANDARD TERMS AND CONDITIONS (US)

A fully-executed Order form for Subscription Services (the "Order") constitutes acceptance to the following Standard Terms and Conditions and to the Data Processing Agreement Addendum (and together with the Order shall be referred to herein as the "Agreement") governing those Services selected in the Order.

1. Definitions

- (a) "Agility" means Agility PR Solutions LLC and/or any of its affiliates that provide the Service to Customer.
- (b) "Change Notice" shall have the meaning set forth in Section 6 herein.
- (c) "Confidential Information" shall have the meaning set forth in Section 7 herein.
- (d) "Content" means Customer and/or third-party content and materials, including but not limited to text, photographs, videos, reviews, books, articles, guides, and other materials uploaded, transmitted, distributed, displayed or otherwise made available or utilized in connection with the Services.
- (e) "Customer" means the person or persons named as the Customer in the applicable Order for whom Agility has agreed to provide the Services in accordance with the Agreement.
- (f) "Data Processing Agreement Addendum" means the Agility PR Solutions Data Processing Agreement Addendum which can be located at http://www.agilitypr.com/agility/terms-of-use/
- (g) "Equipment" means any and all equipment, including without limitation, any modems, tablet devices, hardware, server, software, operating system, networking, web servers, and long distance and local telephone service.
- (h) "Initial Term" means the initial term of the Services as set forth in the applicable Order.
- (i) "Permitted Users" mean those users who are expressly authorized by Customer to access the Services and are permitted to access the Services under this Agreement.

- (j) "Product" means the subscription product set forth in the Order.
- (k) "Purpose" shall have the meaning set forth for each Product in the Product Purpose Addendum appended hereto and made a part hereof.
- (I) "Renewal Term" shall have the meaning set forth in Section 4(a) herein.
- (m) "Services" means the services to be provided under the Agreement as selected and more particularly described in the Order.
- (n) "Software" means the source code, object code or underlying structure, idea or algorithms of the Services or any software, documentation or data related to the Services.
- (o) "Spam" shall mean an electronic message sent to recipients in bulk (i) where a recipient's personal identity and context are irrelevant because the message is equally applicable to many other potential recipients; and (ii) where a recipient has not provided implicit or explicit consent.
- (p) "Start Date" means the Start Date of the Subscription Term of the Order.

2. Purpose and Licenses

- (a) The parties acknowledge and agree that the Product shall be used solely for the Purpose attributed to the subject Product. Customer shall use the Product in a professional manner consistent with the Purpose and in compliance with applicable laws and regulations, including without limitation laws regarding Spam.
- (b) With respect to any Product Agility provides access to as part of the Services, Agility hereby grants Customer and Permitted Users of Customer, a non-transferable, non-sublicensable, limited, non-exclusive license to use such Product as contemplated by this Agreement for the applicable term set forth in the Agreement.
- (c) With respect to any Content Customer uploads to or transmits via the Product in connection with the Services, Customer hereby grants Agility a

Standard Terms and Conditions Last updated: May 2018 non-transferable, non-sub-licensable, limited, non-exclusive license to such Content solely as necessary to perform and maintain the Services.

3. Delivery of the Services

- (a) Delivery. Agility shall deliver the Services in accordance with the Agreement. To the extent that performance of any of Agility's obligations under the Agreement is prevented or delayed by any act or omission of Customer, Agility shall not be in breach of such obligations.
- (b) Ancillaries. Customer shall be responsible for obtaining and maintaining any Equipment and ancillary services needed to connect to, access or otherwise use the Services, except as set forth in writing in the applicable Order.
- (c) Security. Customer shall be responsible for maintaining a commercially reasonable level of physical and electronic security as to the Equipment, Permitted User accounts, passwords, Product, Software and Services in its control; and for ensuring no unauthorized use of the same.

4. Term and Termination

- (a) Term. This Agreement shall commence on the Start Date and shall be effective for the Initial Term. Thereafter, this Agreement shall automatically renew for successive periods of one year (each, a "Renewal Term") unless written notice of non-renewal of the Agreement by Customer is provided to Agility at least ninety (90) days in advance of the commencement of the Renewal Term.
- (b) Termination. This Agreement may be earlier terminated as follows: (i) by Agility upon 30 days prior written notice to Customer should Customer breach its material obligations and fail to cure such breach within such 30 day period (nonpayment of an invoice for more than 45 days after the invoice date shall be considered a material breach pursuant to this provision); (ii) Upon mutual written agreement of the parties; or (iii) by Agility, immediately and without notice, in the event Customer breaches the obligations of confidentiality, or becomes subject to a petition in bankruptcy or for liquidation (whether by or

- against Customer); a receiver is appointed in respect of the whole or a substantial part of Customer's assets, or if a Customer has been dissolved or liquated or is insolvent.
- (c) Suspension of Services. Agility reserves the right to suspend provision of the Services and Customer's access to the Services on becoming aware of any legal authority which requires it to do so or which may expose it to any liability or claim if it does not do so. Agility further reserves the right to suspend provision of the Services and Customer's access to the Services on becoming aware of Customer's use of the Product in a manner inconsistent with the Product Purpose and/or any other term or condition of this Agreement. Agility will inform Customer in writing of any such suspension. If the suspension continues for more than thirty (30) days without cure, either party shall be entitled to terminate this Agreement by written notice.
- (d) Third-Party Sites. To the extent applicable to Customer's use of the Services, Customer shall be subject to and comply with any third-party website's current terms of service and use (such as Twitter, Facebook, etc.) as such terms are set forth on such third-party website or otherwise, and we encourage Customer to review and become familiar with such terms.
- (e) Third-Party Agreements. If Customer enters into this Agreement as an agent for the end user of the Service, Customer shall bind the end user to a written agreement containing terms and conditions similar in all material respects to those of this Agreement, and shall make Agility a thirdparty beneficiary of that agreement.
- (f) Survival. Sections 2(c), 3(c), 4, 5, and 7-11 shall survive termination of the Agreement for any reason.
- (g) Effect of Termination. If this Agreement is terminated for any reason, in addition to any remedies available at law or in equity, Agility will be entitled to payment for all Services delivered to Customer up to and including the effective date of termination.

Notwithstanding anything herein to the contrary, confidentiality obligations in the Agreement shall survive the termination of the Agreement or any portion thereof (i) with respect to Information that constitutes a "trade secret" (as defined by applicable law), for so long as such Information remains a trade secret; and (ii) with respect to all other Information, for a period of five years from termination.

5. Fees; Taxes; Invoices

- (a) Fees. In consideration of the provision of the Services, and subject to Section 6 herein, Customer agrees to pay the fees and expenses (collectively, the "Fees") described in the applicable Order, as well as any additional Fees that are agreed to in writing by both Customer and Agility in connection with the Services. Where Customer requests that the Services are provided to and/or invoiced to a third party, Customer shall remain liable for the payment of any Fees in connection with the Services.
- (b) Quoted Fees. If the Order sets forth a specific dollar amount to be paid for the Service (or bundle or package of Services), the specified amount shall be subject to an annual increase equal to three percent (3%) plus any increase in the unadjusted "Consumer Price Index for All Urban Consumers: U.S. City Average, All Items" as published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding calendar year.
- (c) Rate Card. With respect to Customers that pay fees based on Agility's rate card, Agility reserves the right to change its rate card for services at any time.
- (d) Taxes. Customer shall be liable for all taxes, duties, levies, and other similar charges applicable to the Services received by Customer pursuant to the Agreement, other than income taxes on profits which may be levied against Agility.
- (e) Invoices and Payment Terms. Unless otherwise set forth in the applicable Order, Customer shall make payment to Agility within thirty (30) days of the date of Agility's invoice. Payments received

after thirty (30) days will be subject to an interest charge of 1.25% per month. Payment shall be made to the address set forth in such invoice. Customer shall reimburse Agility for all legal fees and collection costs and expenses incurred in connection with enforcement of the payment terms and collection of Fees with respect to this Agreement.

6. Change Notice

In the event Agility requires any change to the contractual terms, including, without limitation, to any Fees, in this Agreement, Agility shall advise Customer of such changes by notice to Customer (the "Change Notice"). Customer may reject the terms of any Change Notice and terminate this Agreement in writing effective as of end of the then-current term provided Customer delivers notice of such termination to Agility at least thirty (30) days prior to the expiration of then thencurrent term. If the Customer accepts the terms of the Change Notice or does not respond to Agility within the applicable time period (which shall constitute deemed acceptance), then this Agreement shall continue subject to the revised terms of the Change Notice.

7. Confidentiality

Customer agrees to regard and preserve as confidential all information related to the business and activities of Agility and its affiliates that may be obtained in connection with this Agreement, including, without limitation, all information regarding pricing of Services, the Product, the Software and all systems and methodologies utilized by Agility in connection with the Services (the "Confidential Information"). Customer agrees to hold such Confidential Information in trust and confidence for Agility and not to use any such Confidential Information to its own benefit, or to the benefit of any other party, unless authorized in writing by Agility. For clarity, Customer agrees that it will not at any time pass, either directly or indirectly, to any competitor or potential competitor of Agility and the Services offered by Agility, any Confidential Information provided by Agility to Customer in connection with the Services, or any other information concerning Agility, the Services

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(including, for clarity, the Software and Product) or its system or methodologies.

Confidential Information shall not include information that is: (i) already known free of any restriction at the time it is obtained as evidenced by written records; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

Intellectual Property Rights; Ownership; Material Submissions

- (a) The parties recognize and agree that nothing contained in this Agreement shall be construed as granting or conferring any rights, by license or otherwise in any Confidential Information disclosed pursuant to this Agreement, or under any trademark, copyright or any other intellectual property right, unless expressly agreed to in writing by the parties. All Confidential Information belonging to a party prior to the signing of this Agreement shall remain the property of that party.
- (b) Agility reserves and will own all right, title and interest (including, without limitation, any and all intellectual property rights) in and to (i) any computer programs, software, processes, procedures, systems, technologies, platforms, techniques, ideas, designs, know-how, data, information, reports, documents, and other items expressed, conceived, developed, created, reduced to practice or acquired by Agility prior to the provision of Services to you, or during the term of the provision of Services but outside the scope of the Services (the "Agility Materials"); and (ii) any improvements, discoveries or inventions relating to the Agility Materials whether or not patentable or copyrightable and whether or not reduced to practice, that are created, conceived, developed, discovered, invented or made by or for Agility, at any time.
- (c) Customer is responsible for and, as between Customer and Agility, retains sole ownership in all Content and materials it uploads to or transmits via any Product provided by Agility to Customer in connection with the Services (the "Customer Materials"). Customer agrees that it will not upload or transmit any Customer Materials to or

via any Agility Product for which it does not have all the rights, clearances, permissions and licenses required by applicable law. Customer also agrees that it will not upload or transmit any Customer Materials to or via any Agility Product that are inappropriate, libelous or obscene, that violate any law, regulation or policy, or that contain any viruses or harmful technologies. By uploading or transmitting the Customer Materials to or via any Agility Product, Customer is representing and warranting that it is either the sole owner of the Customer Materials or that it has all the rights, clearances, permissions and licenses required by applicable law to do so.

(d) Customer shall promptly notify Agility in the event that it becomes aware of any unauthorized use of the Services or any actual or suspected infringement of Agility's intellectual property rights.

9. Representations and Warranties

Customer represents and warrants that: (i) it will not, directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the Product or any associated Software; modify, translate, or create derivative works based on the Product or any associated Software, or components thereof; extract or utilize any data from the Product or any associated Software (except as expressly contemplated by this Agreement); or remove any proprietary notices or labels; (ii) it will comply with the terms and conditions of this Agreement and any applicable Order; and (iii) it will comply with all applicable laws and regulations regarding the use, transmission, handling, security and privacy of any Content.

10. Warranty and Disclaimer

Agility shall use reasonable efforts consistent with generally acceptable industry standards to maintain the Services in a manner that minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Agility, one of its affiliates, or by third-party providers, or because of other causes beyond Agility's reasonable control, but

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Standard Terms and Conditions Last updated: May 2018 Agility shall use reasonable efforts to provide advance notice of any scheduled service disruption.

NOTWITHSTANDING THE ABOVE, AND TO THE EXTENT NOT PROHIBITED BY LAW, AGILITY AND ITS AFFILIATES MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY (I) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SUITABILITY, OR NONINFRINGEMENT; (II) RELATING TO THIRD-PARTY PRODUCTS, SOFTWARE OR SERVICES; (III) OF ERROR-FREE OR UNINTERRUPTED SERVICES; OR (IV) REGARDING RESULTS TO BE OBTAINED FROM THE SERVICES.

11. Limitation of Liability

Agility's aggregate liability to Customer for actual damages from any cause whatsoever arising out of or relating to this Agreement, including any Order, will be limited to an amount equal to twelve months' fees paid by Customer allocable to the Service giving rise to the cause of action; such liability, if any, will be limited to those fees paid in the twelve month period immediately preceding the incident giving rise to the cause of action. This limitation will apply regardless of the form of action, whether in contract or in tort, including negligence.

Should Customer's use of the Services as contemplated by this Agreement be determined to have infringed, or if, in Agility's reasonable judgment, be likely to infringe any intellectual property right, Agility may at its own option and expense: (i) procure for Customer the right to continue use of the Services or the relevant part thereof; or (ii) replace or modify the Services or relevant part thereof to make the Customer's use non-infringing. If neither of the above options are or would be available on a basis that Agility, in its sole discretion, finds commercially reasonable, then Agility may terminate this Agreement and Customer shall on receipt of written notice from Agility to do so immediately cease to use the relevant Services. In such circumstances, Agility shall refund any Fees paid under this Agreement that relate to the period after the date on which Customer's use of the Services ceased, which

refund shall be Customer's sole remedy under this Agreement with respect to such termination.

Agility accepts no liability whatsoever for any information or advice it may provide regarding use of third-party copyright outside use within the Services or otherwise. Customer shall indemnify, hold harmless and defend Agility against all claims, liabilities, costs, expenses and damages that arise in connection with (i) any breach by Customer or any end-user of Customer of any third-party intellectual property rights or laws; and (ii) any failure by Customer to comply with all applicable laws and regulations regarding the use, transmission, handling, security and privacy of any Content.

In no event will Agility be liable for incidental damages, indirect damages or consequential damages, or for any lost profits, revenue, data, business or use, even if Agility has been advised of the possibility of such damages. The remedies provided in this Agreement are Customer's sole and exclusive remedies.

12. Miscellaneous

- (a) Assignment/Subcontracting. Customer may not assign, sub-contract or otherwise transfer this Agreement without Agility's prior written consent. Nothing in this Agreement, however, shall prevent Agility from assigning, subcontracting, or otherwise transferring this Agreement to any third-party whatsoever.
- (b) Authority. The parties agree that any individual employed by Customer who requests changes to or additions to the Services or this Agreement has authority to do so unless otherwise advised in writing to the contrary by Customer.
- (c) Cooperation. Customer shall cooperate with Agility in all matters relating to the Services.
- (d) Customer Support and Training. Agility offers reasonable support and training to Customer as necessary for Customer to comprehend and use the Services effectively but reserves the right to charge for any support and training. Agility will not charge for any support and training until

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- Customer and Agility have agreed to the applicable fees in writing.
- (e) Dispute Resolution Procedures. The parties will attempt to resolve through good faith discussion any dispute that may arise under this Agreement. Any such dispute may at any time, at the election of either party, be referred to a senior executive of each party for discussion and possible resolution. If the senior executives are unable to resolve the dispute within 30 days after delivery of written notice of the dispute from one party to the other party, then either party may pursue any process or remedy available by law. The above will not prevent either party from resorting immediately to judicial process if injunctive or other equitable relief from a court is necessary to prevent injury to such party.
- (f) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all proposals or other prior agreements, oral or written, and all other negotiations and communications between the parties relating to the Services. Headings are for reference only and do not affect the meaning of any term of this Agreement. Any reference to a purchase order or similar documentation on an invoice or other acceptance thereof is solely for Customer's convenience in record keeping, and no such reference or the provision of Services to Customer shall be deemed an acknowledgment of or a agreement to any terms or conditions associated with any such purchase order or other Customer-provided documentation. Any such associated terms and conditions shall be of no force and effect, and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement. If there is any inconsistency between the terms and conditions of these Standard Terms & Conditions and those of an Order and/or supplement, the Order and/or supplement, as applicable, shall control, unless specifically set forth therein to the contrary.
- (g) Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by reason of fire, flood, earthquake, elements of nature or acts of God, riots, civil

- disorders, rebellions or revolutions in any country, strikes, lockouts or labor difficulties, any failure in electrical or air conditioning equipment, power outages, disruptions of network or telecommunication systems, unavailability of parts, or any other similar cause beyond the reasonable control of such party.
- (h) Governing Law and Jurisdiction. This Agreement will be governed by and construed under the laws of the State of New Jersey regardless of the laws that might otherwise govern under applicable choice-of-law principles. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will continue unimpaired. The parties consent to the jurisdiction of the courts of the State of New Jersey with respect to any legal proceedings in connection with this Agreement.
- (i) Non-Exclusive Agreement. Nothing in this Agreement precludes Agility from carrying out the Services or any similar services for any other person, firm or entity.
- (j) Notices. Unless otherwise indicated or agreed upon, all written notices which are required or may be given pursuant to this Agreement must be sent by certified mail or by a recognized courier service such as Federal Express or UPS, and delivered, to the address provided in the Order (which address may be modified from time to time).
- (k) Relationship of the Parties. Nothing in this Agreement shall be construed as creating a joint venture, partnership or agency relationship between the parties.
- (I) Waiver. No waiver by either party of any default will be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

Agility PR Solutions Data Processing Agreement Addendum

This Agility PR Solutions Data Processing Agreement Addendum (the "DPA") entered into by the Agility PR Solutions customer identified on the applicable Agility PR Solutions Order form for Agility Services ("Customer") and the Agility PR Solutions company identified on the applicable Order form ("Agility"), governs the processing of Personal Data that Customer uploads or otherwise provides to Agility in connection with Agility's Products and Services, and the processing of any Personal Data that Agility uploads or otherwise provides to Customer in connection with its Products and Services.

Effective as of May 25, 2018 this DPA is incorporated into the relevant Agility Standard Terms and Conditions or other agreement attached to or incorporated by reference into the Order form previously executed by Customer, referred to generically in this DPA as the "Agility Contract". Collectively, the DPA and the Agility Contract are referred to in this DPA as the "Agreement". In the event of any conflict or inconsistency between any of the terms of the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) this DPA; and (b) the Agility Contract. Except as specifically amended in this DPA, the Agility Contract remains unchanged and in full force and effect. Terms not otherwise defined shall have the meaning set forth in the Agility Contract

Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Agility. "Control," for purposes of this definition, means the direct or indirect ownership or control of 50% or more of the stock or other equity interest entitled to vote for the election of directors or equivalent governing body.

"Agility Group" means Agility and its Affiliates engaged in the Processing of Personal Data.

"Customer Personal Data" means Personal Data that Customer uploads or otherwise provides to Agility in connection with use of Agility's Products or Services, including, without limitation, information with regard to Customer's employees and users of Agility's Products and Services and any Personal Data of Journalists uploaded by Customer to the Agility Media Database.

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data under this DPA, including, without limitation, the GDPR.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"Journalist" means media professionals, journalists, editorial staff, media production staff, bloggers, twitterers, and social media commentators and other key influencers.

"Personal Data" means information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identify of that natural person.

- "Personal Data Breach" means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data stored or otherwise processed.
- "Process" and "Processing" means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- "Subprocessor" means any Processor engaged by Agility or a member of the Agility Group.
- "Supervisory Authority" means an independent public authority which is established by a European Union member state pursuant to Article 51 of the General Data Protection Regulation.

2. Processing of Personal Data

- 2.1. Each of Agility and Customer acknowledge and agree that with regard to the Processing of Personal Data:
 - (i) Customer is the Data Controller with respect to the Customer Personal Data, and Agility is the Data Processor with respect to the Customer Data.
 - (ii) Agility is the Data Controller with respect to the Journalist Personal Data contained within the Agility Media Database and Customer is the Data Processor with respect to such Personal Data.
- 2.2. Each party shall have sole responsibility for the accuracy and quality of the Personal Data it provides to the other party for Processing and the means by which the Personal Data was acquired, and shall comply with their respective obligations under the Data Protection Laws.
- 2.3. Each party agrees to Process Personal Data received pursuant to the Agreement only for the purposes set forth in the Agreement (or as otherwise instructed in writing by the Data Controller), unless required by EU or member state law to which the Data Processor is subject.

3. Details of the Processing

- 3.1. Categories of Data Subjects: Customer's employees; Customer's users of Agility's Products and Services; Journalists
- 3.2. Types of Personal Data:
 - Customer contact information, names, email addresses, phone numbers, user IDs, login information and other online identifiers.
 - (ii) Journalist names, contact information, biographical information, career history, employment details, article headings and citations, social media handles, personal interests.
 - (iii) It is not anticipated that special categories of Personal Data will be processed.
- 3.3. Purpose, Nature and Subject Matter of the Processing: Personal Data will be Processed for the purposes of providing and receiving the Products and Services set forth in the Agility Contract.

4. Subprocessors

4.1. With the exception of Subprocessors who form part of the Agility Group and Agility's current data center hosting provider, to which Customer consents, neither party shall engage a Subprocessor to Process the Personal Data other than with the prior written consent of the Data Controller, such consent to be subject to the Data Processor meeting the conditions set out in all Data Protection Laws, including without limitation Article 28 (2) and (4) of the GDPR. Agility shall notify Customer of any intended additional Subprocessors, and will provide Customer the opportunity to reasonably object to the engagement of the new Subprocessor within 30 days of being notified. The objection must be based on reasonable grounds. If Agility and the Customer are unable to resolve the objection, either party may terminate the Agility Contract by providing written notice to the other party.

5. Security

- 5.1. Each party shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and take all measures required pursuant to the Data Protection Laws, including without limitation Article 32 GDPR, in relation to the Processing of Personal Data, taking account of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.
- 5.2. Each party shall take all reasonable steps to ensure the reliability of persons authorised to Process the Personal Data and ensure that they have committed themselves to obligations of confidentiality.

6. Notifications to Data Controller

- 6.1. Each party in its capacity as Data Processor shall promptly notify the Data Controller, upon becoming aware of or reasonably suspecting a Personal Data Breach and shall, unless clause 6.2 below applies, provide the Data Controller at the time of original notification with sufficient information which allows the Data Controller to meet any obligations to report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:
 - describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
 - (ii) communicate the name and contact details of the Data Processor's Data Protection Officer
 or, where the Data Processor has not appointed a Data Protection Officer, the relevant
 contact from whom information may be obtained;
 - (iii) describe the likely consequences of the Personal Data Breach; and
 - (iv) describe the measures taken or proposed to be taken to address the Personal Data Breach.
- 6.2 If at the time of making the original notification described in Section 6.1 the Data Processor does not have available to it all the information described in Sections 6.1(i) - (iv), the Data Processor shall include in the original notification such information as it has available to it at that time, and then shall provide the further information set out in Sections 6.1(i) - (iv) as soon as possible thereafter.

Assistance to the Data Controller

- 7.1. Each party in its capacity as Data Processor shall:
 - assist the Data Controller in ensuring compliance with the obligations pursuant to all Data Protection Laws, including without limitation Articles 35 and 36 of the GDPR, taking into account the nature of Processing and the information available to the Data Processor;
 - (ii) at the choice of the Data Controller, delete or return all the personal data to the Data Controller after the end of the provision of Services relating to the Processing;
 - (iii) make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in all Data Protection Laws, including without limitation Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller to the extent reasonably required for verifying compliance with (i) Data Protection Laws in relation to the Processing of Personal Data under this Agreement; and (ii) the requirements of this Agreement. Any audit or inspection shall be subject to an agreement to maintain the confidentiality of all proprietary and confidential information of the party to be audited, and shall be reasonable in scope and duration in relation to the purpose for which the audit or inspection is conducted.

8. Data Transfers

- 8.1. For transfers of EU Personal Data to a party for Processing in their capacity as Data Processor in a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, each party agrees that it will (a) provide at least the same level of privacy protection for EU Personal Data as required under the U.S.-EU Privacy Shield frameworks; or (b) enter into the Standard Contractual Clauses (Processors) (as laid down in the Commission Decision 2010/87 EU of 5 February 2010, or any subsequent version which replaces these) (the "Standard Clauses").
- 8.2. Without prejudice to the generality of Section 8.1, with effect from the commencement of any transfer of EU Personal Data, the parties agree that the Standard Clauses shall apply (and shall be deemed to have been entered into by the Data Controller (as "data exporter") and the Data Processor (as "data importer")) in respect of any transfer of Personal Data outside the European Economic Area from the relevant Data Controller to the Data Processor (or onward transfer) where such transfer outside the European Economic Area would otherwise be prohibited by the Data Protection Laws. In such event the Standard Clauses shall be deemed to form an integral part of this Agreement.
- 8.3. If data transfers under this Section 8 of the DPA rely on Standard Clauses to enable the lawful transfer of EU Personal Data, as set forth in the preceding Section, the parties agree that Data Subjects for whom a party in their capacity as Data Processor processes EU Personal Data are third-party beneficiaries under the Standard Clauses.

9. Term

9.1. This DPA shall remain in full force and effect until termination of the Agility Contract, and until all Personal Data has been returned or deleted in accordance with Section 7.1 above.

10. Governing Law, Jurisdiction and Venue

10.1.Notwithstanding anything in this DPA to the contrary, this DPA will be governed by and construed in accordance with English law regardless of the laws that might otherwise govern under applicable choice-of-law principles. If any provision of this DPA is held invalid, illegal, or unenforceable, the remaining provisions will continue unimpaired. The parties consent to the jurisdiction of the courts of England with respect to any legal proceedings in connection with this DPA.

Exhibit A

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Agility PR Solution Limited

Tayfield House, Poole Road, Bournemouth, Dorset, England, United Kingdom, BH4 9DW

(the data exporter)

And

The Customer

(the data importer)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

- 1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- 2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- 3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
- 4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b)that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation:

- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c)that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d)that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii)any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e)to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g)to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h)that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

- 1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
- 2.If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3.If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

- 1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b)to refer the dispute to the courts in the Member State in which the data exporter is established.
- 2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

- 1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
- 2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
- 3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely English law.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (3). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

- 2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
- 3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely English law.
- 4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

- 1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- 2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1

to the Standard Contractual Clauses

Data exporter

The data exporter is Agility PR Solutions Limited, a provider of a global database containing journalist contact information.

Data importer

The data importer is the customer of the Agility PR Solutions' global database.

Data subjects

The personal data transferred concern the following categories of data subjects:

Journalists, which include media professionals, editorial staff, media production staff, bloggers, twitterers, and social media commentators and other key influencers

Categories of data

The personal data transferred concern the following categories of data:

Journalist names, contact information, biographical information, career history, employment details, article headings and citations, social media handles, personal interests.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

None

Processing operations

On behalf of the data exporter:

The personal data transferred will be subject to the following basic processing activities:

Sending of emails by data importer to journalists to develop and cultivate relationships within targeted industries relevant to data importer, solely in accordance with the terms of the agreements between data importer and data controller.

Appendix 2

to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood for the rights and freedoms of natural persons, data importer shall ensure a level of security appropriate to the risk, including as appropriate the specific controls described in Article 32(1), (a) to (d) inclusive of GDPR and including any other controls mandated by applicable Data Protection Laws.

Signature:	
Agility PR Solutions Limited	
By: Allison Murphy, Managing Di	rector UK
Tayfield House, Poole Road, Bour	nemouth, Dorset, England, United Kingdom, BH4 9DW
On hehalf of the data immentant	
On behalf of the data importer:	
Signature:	
Customer Name:	
By: Name:	Position:
Address:	

SUPPLEMENTAL TERMS: WIRE SERVICES

A fully-executed Order form for Subscription Services including Wire Services (the "Order") constitutes acceptance to the following Supplemental Terms (and together with the Order and the Standard Terms and Conditions, shall be referred to herein as the "Agreement") governing those Wire Services selected in the Order.

1. Definitions

- (a) "Agility" means Agility PR Solutions LLC and/or any of its affiliates that provide the Wire Services to Customer.
- (b) "Customer" means the person or persons named as the Customer in the applicable Order for whom Agility has agreed to provide the Wire Services in accordance with the Agreement.
- (c) "Initial Term" means the initial term of the Wire Services as set forth in the applicable Order.
- (d) "Permitted Users" mean those users who are expressly authorized by Customer to access the Wire Services and are permitted to access the Wire Services under this Agreement.
- (e) "Start Date" means the Start Date of the Subscription Term of the Order.
- (f) "Wire Services" means the services to be provided under the Agreement as selected and more particularly described in the Order.

2. Delivery of the Wire Services

(a) Delivery. Agility shall (a) make the Wire Services available to you pursuant to the Agreement; (b) provide our standard support for the Wire Services to you as set forth in the Order; and (c) use commercially reasonable efforts to make the online Wire Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we shall give you at least 7 hours electrical notice and which shall be scheduled to the extent practicable during the weekend hours between 11:00 p.m. Friday and 5:00 a.m. Monday Easter time), and (ii) any unavailability cuased by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil

unrest, act of terror, strike or other labor problem (other than one involving our employees), Internet service provider failure or delay, or denial of service attack.

- (b) Access. Use of the Wire Services is strictly limited to Permitted Users. Customer shall notify Company immediately if Customer becomes aware that a Permitted User account or the Wire Services have or may have been breached or compromised in any way.
- (c) Third-Party Sites. Customer shall be subject to and comply with any third-party website's current terms of service and use as such terms are set forth on such third-party website or otherwise, and we encourage Customer to review and become familiar with such terms.
- (d) These Supplemental Terms are a part of and should be read in conjunction with the Standard Terms and Conditions referenced in the Order.

3. Term and Termination

- (a) Term. This Agreement shall commence on the Start Date and shall be effective for the Initial Term. Thereafter, this Agreement shall automatically renew for successive periods of one year (each, a "Renewal Term") unless written notice of non-renewal of the Agreement by Customer is provided to Agility at least ninety (90) days in advance of the commencement of the Renewal Term.
- (b) Data Portability and Deletion. Upon request made by Customer within 30 days after the effective date of termination or expiration of the Agreement, Agility shall make Customer data with respect to the Wire Services available to Customer for export or download. After the 30day period, Agility will have no obligation to maintain or provide Customer data, and will thereafter delete or destroy all copies of Customer data, unless legally prohibited.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 96. RATIFY Service Agreement No. 202122-225 with Collins Company to provide and install replacement wind screen on the fencing around the softball field at Warren High School from July 30, 2021 through September 30, 2021.

Supporting Documents



scan1139

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

SERVICE AGREEMENT Agreement No. 202122-225

TH	IS AGREEMENT made and entered into this 30th of July , 2021 by and
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. Collins Company is to provide and install replacement wind screen on the fencing
	around the Softball field at Warren High School
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$3,700.00, not to exceed \$3,700.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term . The term of this agreement begins 7/30/21 and will terminate on or before 9/30/21 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District		
Service Agreement No	202122-225	

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.	202122-225	

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

Name:

SERVICE PROVIDER

Collins Company

DISTRICT

Downey Unified School District

Business Services	Dept.:	Contractors License: 715532	
11627 Brookshire Ave.	Address:	5470 Daniëls Street Chino, CA 91710 Jim Settles	
Downey, CA 90241			
Contact: Debbie Black			
(562)469-6521/dblack@dusd.net	Phone/email:	800-222-4348/jimsettles@msn.com	
IN WITNESS WHEREOF, this Agreen named parties, on the date indicated to DISTRICT DOWNEY UNIFIED SCHOOL DISTRICT	oelow:- SER	Company	
		Las Cle	
Signature	Sign	nature	
Print Name: Christina Aragon	Prir	nt Name: Parker Collins	
Print Title: Associate Superintender Business Services	nt Prir	nt Title: ÇOO	
Date: 9/7/2021	_ Dat	te: 1/30/2021	
District u	se only below li	n'e	
Account Number to be Charged)-10000-4400-42642 <i>0</i> 0	
Name and Title of Site Administrator-I	Please print	8/2/21	
Signature of Site Administrator		Date	
Signature of Program Director ONLY	IF using categoric	cal funds Date	
Downey Unified School District Service Agreement No. 202122-225		Page 4 of 4	



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 97. APPROVE Service Agreement No. 202122-226 with Key2Ed to provide Virtual Facilitated IEP Training and half day Stakeholder Training from September 1, 2021 through June 30, 2022.

Supporting Documents



scan1140

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

SERVICE AGREEMENT Agreement No. 202122-226

bet	S AGREEMENT made and entered into this1_ ofSeptember, _2021_ by and ween Key2Ed, hereinafter called the SERVICE PROVIDER I the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually see as follows:
	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. (1) Virtual Facilitated IEP Training, Nov. 29-Dec. 3, 2021 @ \$11,250 (25 Participants)
	(1) 1/2 Day Stakeholder Training @ \$2,000, (1) Advanced \$4,000, (1) Customer Service @ \$6,500
	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$23,750 , not to exceed \$24,000 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.
	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
	Term. The term of this agreement begins 09/01/2021 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.
	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. 202122-226

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

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

Downey Unified School District Service Agreement No. 202122-226

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER Downey Unified School District Name: Key2ED **Business Services** Dept.: 11627 Brookshire Ave. Address: 426 Verandah Lane Downey, CA 90241 Franklin, TN 37064 Contact: Debbie Black Robin O'Shea Contact: (562)469-6521/dblack@dusd.net Phone/email: 480-209-3144/robino@key2ed.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 Robin OShea Rom Oshea Signature Signature Print Name: Christina Aragon Print Name: Robin OShea Print Title: Associate Superintendent Print Title: Managing Partner **Business Services** 9/7/2021 Date: Date: 8/16/21 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

Downey Unified School District

Service Agreement No. 202122-226

Page 4 of 4

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

Amendment No. 1 to SERVICE AGREEMENT Agreement No. 202122-226

The undersigned parties do hereby agree to the following amendment no. 1 to the Service Agreement No.

1. Provision 12. DISTRICT's Right of Retention shall read as follows:

The parties agree and acknowledge that Contractor is in the business of providing training related to conflict prevention and resolution through facilitated individualized education programs and meeting facilitation. To such length, Contractor has previously created materials in the form of but not limited to manuals, diagrams, charts, writings, programs, books, computer software and other related teaching and instruction materials ("Materials") and Downey Unified SD agrees and acknowledges that Contractor is the sole and exclusive owner of all right, title and interest in and to such Materials. In no event shall this Agreement be construed as assigning or transferring any copyright ownership interest in and to the Materials to Downey Unified SD. Any Materials that Contractor provides to Downey Unified SD during the Term of the Agreement may be used by the Downey Unified SD for educational and instructional purposes only during the training. Only those Materials that Contractor has expressly distributed and stated to Downey Unified SD within the scope of its services and during the Term may be reproduced by Downey Unified SD and the training participants for its own use and only for educational purposes. No other Materials may be reproduced by Downey Unified SD unless Contractor previously consents in writing.

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

DISTRICT

DISTRICT	SERVICE PROVIDER: Key2Ed	
DOWNEY UNIFIED SCHOOL DISTRICT		
Signature	Robin OShea Objection of the State of the St	
Print Name: Christina Aragon	Print Name: Robin O'Shea	
Print Title: Associate Superintendent Business Services	Print Title: Managing Partner	
Date: 9/7/2021	Date: Aug 16, 2021	



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 98. RATIFY Agreement No. 202122-228 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Brea Olinda Unified School District that requests to utilize the services of the Deaf and Heard of Hearing program.

Supporting Documents



scan1141

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 Brea-Olinda Unified School District, hereinafter referred to as "District" is located at 1 Civic Center Circle, Brea, CA 92821.

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.
 - 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:

Contracts Section Brea-Olinda Unified School District 1 Civic Center Drive Brea, CA 92821

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 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 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: 8 (3/2)	
	Brea-Olinda UNIFIED SCHOOL DISTRICT Executive Director Business and Finance
Dated: 9/7/2021 -	Ву:
	DOWNEY UNIFIED SCHOOL DISTRICT Christina Aragon

Fed. Tax I.D.

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:
 - 1. 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.
 - 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.

- 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.
- Implement interventions based on student assessments and evaluations.
- 7. 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.
 - 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.
- 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.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 99. RATIFY Agreement No. 202122-229 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Long Beach Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program.

Supporting Documents



scan1142

LBUSD Agreement No.: 2122-0130-00
Board Approval Date: August 18, 2021
Purchase Order No.: C700125

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 Long Beach Unified School District, hereinafter referred to as "District" is located at 1515 Hughes Way, Long Beach, CA 90810.

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

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Requsition No. 22501196

005776.0005127 DOWNEY UNIFIED ADMINISTRATIVE UNIT 799284.1

Page 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

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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:

Long Beach Unified School District 1515 Hughes Way Long Beach, CA 90810

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

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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. <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 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: 8 19 2	By: Dusan Drider
	LONG BEACH UNIFIED SCHOOL DISTRICT Susan Ginder Financial Services Officer
Dated: 9/7/2021	By:
	DOWNEY UNIFIED SCHOOL DISTRICT Christina Aragon Associate Superintendent

Fed. Tax I.D.

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.
 - 4. 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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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.
- 9. 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.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 105. RATIFY Agreement No. 202122-235 with The ARC Los Angeles and Orange Counties, Downey, to provide custodial services to Downey and Warren High Schools from August 11, 2021 through June 2, 2022.

Supporting Documents



scan1143



For people with intellectual and developmental disabilities

Agreement for Services Rendered D.U.S.D. Agreement No. 202122-235

This is an agreement entered into by **The Arc Los Angeles & Orange Counties** (hereinafter referred to as "The Arc ") and **Downey Unified School District** (hereinafter referred to as "DUSO") effective on this date, **September 7, 2021.**

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

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

Arc Scope and Manner of Service

Services Rendered at Warren High School during the School Year:

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

Services Rendered at Warren High School during Summer Months:

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

Services Rendered at Downey High School during the School Year:

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

Services Rendered at Downev High School during Summer Months:

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

Personnel

Workers:

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

Work Schedule:

- Regular School Session [August 11, 2021 through June 2, 2022]
 - o Monday through Friday
 - o 11:00am -4:00pm (including a 30 minute lunch break)
- During Regular School Session, The Arc workers will receive a 30-minute lunch break, consistent with California Labor Laws.

Number of Employees:

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

Time Recording:

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

Uniform:

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

Payment for Services Rendered

DUSO shall pay The Arc the Total Purchase Order per year in 10 monthly installments for services.

Monthly Cost:

\$10,316

Total PO per year: \$103,160*

*Total PO price includes the increase in California Minimum Wage to \$15.00 per hour beginning January 1, 2022. **This contract will be in effect tentatively on Monday, September 13, 2022 once approved by the Board at the Board Meeting scheduled on September 7, 2021.**

Applicable Law

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

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

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

3. This Agreement shall remain in effect until June 30, 2022 unless amended by mutual agreement. Either party may give a 30-day written notice of the termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Downey Unified School District	The Arc Los Angeles & Orange Counties	
Christina Aragon, Associate Superintendent	Donna Lindley, Chief Executive Officer	
BY:	BY:	
DATE:	DATE	



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 108. RATIFY Clinical Laboratory Services and Ecosystem Agreement No. 202122-239 with Shield T3, LLC to provide direct saliva-to-RT-qPCR molecular testing for COVID-19 for District students and staff from August 24, 2021 through December 31, 2021.

Supporting Documents



scan1144

CLINICAL LABORATORY SERVICES AND ECOSYSTEM AGREEMENT

This Agreement ("Agreement") is entered into as of August 24, 2021 (the "Effective Date") between SHIELD T3, LLC ("SHIELD T3") and Downey Unified Schools("Client")

Whereas, SHIELD T3 operates independent laboratories, which are duly licensed to the extent required under California law and which are certified under the Clinical Laboratory Improvement Amendments of 1988, as amended ("CLIA"), to provide direct saliva-to-RT-qPCR molecular testing for the qualitative detection of SARS-CoV-2; and

Whereas, Client desires to engage SHIELD T3 to provide Testing to test participants related to its operations;

Now, therefore, in consideration of the respective agreements set forth herein, subject to the terms and conditions set forth herein and intending to be legally bound, the parties hereby agree as follows:

1. Services

The parties agree that this agreement is to provide services (collectively, the "Services"). This agreement includes provision by SHIELD T3 to Client of clinical laboratory services ("Shield Testing") for test participants under the terms and conditions of this Agreement and in accordance with all applicable requirements of federal, state or local laws, rules, and regulations. In accordance with Sections 9, 10, and 11 below, Shield testing will consist of virology (COVID19 Test) testing performed on samples by SHIELD T3 at a site designated by Client ("Facility") to provide the results of whether the participant is positive or negative on a test for COVID19 (the "Testing Service").

Under this Agreement SHIELD T3 shall work to provide test subject results in 6-8 hours from the time specimen is received by the lab. Results will be available to the Client via the Point and Click database, as discussed below, if the Client has received a consent/waiver to this effect. Shield T3 will be provide Client with a database template, this completed template will be used to check-out test subjects at the collection site as authorization to receive a test. Test results will be reported via the portal. The parties will use all reasonable efforts to cooperate in the delivery of the Service, including the timely exchange of information, materials, and data, and access to key personnel for discussion and planning purposes. To ensure proper understanding of roles and responsibilities the parties agree to the Division of Responsibilities outlined in Exhibit B

2. Term & Termination.

- **A. Term of Agreement**. This Agreement shall commence on the Effective Date and shall continue until (December 31st, 2021) and shall automatically extend on a month-to-month basis unless this Agreement is modified by mutual agreement or terminated pursuant to Section 2B, or 2C below.
- **B.** Termination without Cause. Subject to the termination conditions set forth in Section (C) immediately below, either party may terminate this Agreement, without cause, by providing not less than thirty (30) days' prior written notice stating the intended date of termination.

If Client terminates without cause hereunder during the Initial Term, Client shall continue to be obligated to pay for the minimum volume commitment during the Initial Term and SHIELD T3 shall not be obligated to refund any fees previously paid hereunder. In the event of any termination without cause subject to this Section 2B, Client shall pay for all Services provided through the effective date of termination.

If SHIELD T3 terminates without cause hereunder, SHIELD T3 shall refund the value of payments made by Client for all prepaid tests that have not been performed, including all deposits, or unused portions thereof, specified in Exhibit A "Fee Schedule".

If the Client is mandated by to close in-person operations by the federal government prior to the completion on the initial term, the Client and SHIELD T3 will meet within 10 days to review unrecoverable costs and determine payment required in lieu of the remaining minimum test payment for weeks of the initial term.

C. Termination with Cause. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure within ten (10) business days' written notice thereof, or a reasonable period of time mutually agreed-upon by the parties if the breach reasonably cannot be cured within ten (10) business days. If there is a material breach by Client that is not cured within the time provided by this Section 2C, Client shall be obligated to pay for the minimum volume commitment through the effective date of any termination subject to this Section 2C and SHIELD T3 shall not be obligated to refund any fees previously paid hereunder.

In the event of such material breach by SHIELD T3 and failure to cure, SHIELD T3 shall refund the value of payments made by Client for all prepaid tests that have not been performed, including all deposits, or unused portions thereof, specified in Exhibit A "Fee Schedule".

3. Compensation & Billing.

- **A. Procedures for Billing Client.** Client agrees to pay SHIELD T3 at the rate set forth in Exhibit A as the current fees to be charged to Client for Services rendered hereunder. SHIELD T3 shall invoice for the Services as set forth in Exhibit A on a weekly basis.
- **B. Payment Terms.** Client s understands SHIELD T3's need to collect payment promptly in order to buy reagent and other supplies and agrees to pay invoices within 30 days of receipt.
- **C. No Billing of Test Participants or Seeking Reimbursement.** Neither Client nor SHIELD T3 will bill test subjects or submit for reimbursement from third party payors.
- **D. Compliance with Laws**. SHIELD T3 will comply with all laws and regulations applicable to the provision of laboratory services, including without limitation federal and state laws and regulations.

4. Test Supplies and Information.

SHIELD T3 will provide testing supplies and information to Client to support all tests offered under this Agreement, including test name, pricing, and specimen collection procedure and requirements, in accordance with agreed upon project timing and launch plan. SHIELD T3

represents and warrants that it has obtained all necessary approvals and use authorizations required by applicable law or regulation for Client's use of test supplies, including without limitation Emergency Use Authorization or any other approvals from the Food and Drug Administration, as applicable.

5. Records.

- A. SHIELD T3 shall keep and maintain any and all records, including, but not limited to, medical and financial records, for services rendered by SHIELD T3 as required by applicable federal, state, or local law or government agency.
- B. SHIELD T3 agrees to deliver an electronic copy of the original laboratory report within 24 hours of receipt of sample to Client or the applicable Contracted Company. The laboratory test report will include, at a minimum, test subject's name or barcode ID (as applicable), date of test, test name, test result, normal values, laboratory name and address.
- C. With the exception of the license required under Section 6 "Laboratory Qualifications", Client shall be responsible for obtaining all rights, approvals, authorizations, licenses, registration, declarations, waivers, filings, consents, and permits, including authorization and releases from Client's test subjects with respect to informed consent for testing and consents from test subjects for the release of test results and any other data to Client, including where applicable, necessary consent from parents or guardians for those individuals who are under the age of majority ("Consents"). For the avoidance of doubt, Client hereby represents and warrants to SHIELD T3 that, prior to SHIELD T3's performance of Services, Client has or will have obtained all necessary consents for such testing, as well as all necessary consents to release any and all test results to Client, and Client further acknowledge and agree that SHIELD T3 may rely upon such representation and warranty.
- D. All confirmed cases of Coronavirus Disease 2019 (COVID-19) will be reported by SHIELD T3 to health authorities as required by applicable rules and regulations.
- E. SHIELD T3 will provide at no additional cost a license to Client to use an application that can be used to communicate test results to test subjects, (the "Software"). The Software is based on the Point and Click application. Should the Client require significant customization to the Software, a separate commercial agreement will be negotiated between the parties. SHIELD T3 represents and warrants that it has received all approvals and authorizations for the Software required by applicable law, including without limitation approvals from the Food and Drug Administration for medical devices to the extent applicable.

6. Laboratory Qualifications.

In accordance with agreed upon project timing and launch plan, SHIELD T3 shall provide Client with proof that SHIELD T3 has received all required laboratory licenses or certifications. SHIELD T3 will perform all tests in compliance with all applicable standard, ruling, or regulation of The Joint Commission, the State Department of Health Services, CMS's Clinical Laboratory Improvement Act, or any other governmental agency responsible for administering, regulating,

or accrediting healthcare facilities or professionals. If such licenses or certifications are not obtained and provided by SHIELD T3, the provisions of Section 2C will apply.

7. Specimen Collection.

Specimen collection will be conducted by the Client using the processes, protocols and training provided by SHIELD T3. Such processes, protocols and training for use by Client may be modified based on mutual agreement of the parties. This specimen collection will comply with applicable state, federal and local regulations, and will be the responsibility of the Client. Likewise, the data collection on the individual from which the specimen originates is the responsibility of the Client. Specimen chain of custody and traceability will be the responsibility of the Client. Personal protective equipment, disinfectant wipes, hand sanitizer, and other collection materials required for specimen collection will be supplied by the Client.

8. Specimen Transport & Courier Service.

Samples will be provided by the Client or Contracted Company to SHIELD T3 on site at the Facility. SHIELD T3 will not be responsible for transport of specimens from Client or Contracted Company to SHIELD T3 at the Facility. Transported specimens must be packaged and handled by Client or Contracted Company and SHIELD T3 according to applicable regulatory guidelines, SHIELD T3 procedural requirements and in accordance with chain of custody requirements.

9. Results

Shield T3 will use commercially reasonable best efforts to provide COVID-19 test results to Client and test participants within 8 hours of the receipt of the sample specimen, but in no case longer than 24 hours of receipt of sample specimen. Should there be periods of disruption to timely processing of test results, SHIELD T3 will provide no less than 48 hours' notice of such disruption, with such disruption having a duration of no more than five business days. Results are expected to meet applicable standards for diagnostic confirmation and accuracy.

10. Independent Contractor.

In performing the services herein specified, SHIELD T3 is acting as an independent contractor, and neither SHIELD T3 nor any SHIELD T3 staff shall be considered employees of Client or any Contracted Company. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other.

11. Confidentiality.

Each party warrants and covenants to the other that neither shall disclose to any third party, except where required by law, any test subject or medical record information. Each shall comply with all applicable federal and state laws and regulations regarding the confidentiality of such information. Notwithstanding the foregoing, Client may disclose test subject or medical record information to any third parties as permitted by applicable law.

12. Insurance.

SHIELD T3 shall, at its sole cost and expense at all times during the term of this Agreement, procure and maintain insurance policies or self-insurance as provided by the University of Illinois Liability Self-Insurance Plan that meet the following minimum limits: Workers Compensation (WC): Required for all Contracts NO EXEMPTIONS Commercial General Liability (CGL): General Aggregate including Products and Completed Operations \$ 1,000,000 Each Occurrence \$ 1,000,000 Professional liability \$ 2,000,000 Contracting Party: All commercial policies must be issued with a 30 day cancellation notice, by a licensed insurance company, with a minimum AM Best rating of A-, and signed by an authorized agent. The parties agree that SHIELD T3's self-insurance program satisfies the foregoing obligations related to insurance.

13. Miscellaneous.

- **A. Assignment**. This Agreement and the rights and interests hereunder may be transferred or assigned only with the prior written consent of the non-assigning party.
- **B.** Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.
- **C. Entire Agreement; Severability**. This Agreement contains the entire contractual understanding between the parties and supersedes and terminates any prior agreement(s) between the parties hereto. The invalidity or unenforceability of any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall not affect the validity, enforceability, or applicability of any other provision in this Agreement. Furthermore, it is the parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render the unenforceable provision reasonable and enforceable.

D. Regulatory Requirements.

The parties expressly agree that nothing contained in this Agreement shall require SHIELD T3, or Client, to refer or admit any individuals to, or order any goods or services from SHIELD T3. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct themselves in such a manner as to violate the prohibition against fraud and abuse.

E. Amendments.

No modifications of or amendment to this Agreement or its attachments shall be effective or binding on either party unless mutually agreed to in writing signed by both parties.

F. Compliance.

SHIELD T3 represents and warrants that as of the date of this Agreement: (i) it is not excluded, debarred or otherwise ineligible to participate in Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs; or (ii) it has not been convicted of a criminal offense related to the provision of federal health care items or services that could lead to debarment or exclusion. Further, SHIELD T3 agrees to immediately notify Client in the event the foregoing representation and warranty is no longer completely accurate. SHIELD T3 acknowledges and agrees this is a material term of the Agreement and any

breach or nonfulfillment of same will entitle Client to immediately terminate this Agreement subject to the provisions of Section 2C.

G. Alternate Dispute Resolution.

The parties agree to resolve all disputes arising hereunder in accordance with this Section 15G. Any and all claims, disputes or controversies arising under, out of, or in connection with the Agreement which the parties shall be unable to resolve within sixty (60) days shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in a writing which describes in reasonable detail the nature of such dispute. By not later than fifteen (15) business days after recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than thirty (30) business days after such notice of dispute, the parties shall select a mutually agreeable mediation firm and the parties' representatives shall schedule a date with such firm for a mediation. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within thirty (30) business days after such mediation, the parties shall have the right to pursue any other remedies legally available to them.

14. Notice.

Any notice required or permitted hereunder shall be in writing and may affected or accomplished by:

- (1) Hand delivery, which shall be deemed received on the date of delivery.
- (2) Registered or certified mail, which shall be deemed received on the third day following the date of mailing; or
- (3) Overnight delivery by reputable overnight delivery services such as Federal Express or UPS, which shall be deemed received on the following day.
- (4) Electronic delivery

Downey Unified School District 11627 Brookshire Ave Downey, CA 90241 ATTN: Dr. Robert Jagielski

SHIELD T3, LLC 506 South Wright Street MC 349 Urbana, IL 61801 David.clark@shieldt3.com

15. Privacy and Security Requirements.

Both parties agree to comply with applicable federal and state privacy and information security laws and regulations ("Privacy Laws"), including, but not limited to, state medical privacy laws, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and regulations promulgated thereunder (collectively, "HIPAA"), to the extent HIPAA requirements are applicable to the Services. Both parties agree not to use or further disclose any "protected health information" ("PHI"), as defined in 45 CFR §164.504, or "individually identifiable health information" ("IIHI"), as defined in 42 U.S.C. §1320d, concerning a test subject other than as permitted by the provisions of this Agreement and Privacy Laws. Both parties shall implement safeguards designed to prevent the use or disclosure of IIHI other than as provided for by this Agreement. Either party shall promptly provide Notice to the other party any use or disclosure of PHI or IIHI not in accordance with this Agreement or in violation of Privacy Laws of which that party becomes aware. Each party shall include provisions in any subcontracts for the Services whereby the subcontracting party and the subcontractor agree to the same restrictions and conditions that apply to the subcontracting party with respect to such IIHI. Either party shall return to the other party or properly dispose of any IIHI in accordance with Privacy Laws after the expiration or termination of this Agreement. Any breach of this paragraph shall constitute a material breach that may be cause for termination of this Agreement pursuant to Section 2C above.

17. Intellectual Property

SHIELD T3 shall retain its ownership and interest in the testing process, the testing facility and the testing procedures hereunder. SHIELD T3 hereby grants Client and applicable test subjects a non-exclusive, nontransferable license to access and utilize Software provided hereunder and as hosted by or on behalf of SHIELD T3 subject to any additional terms set forth herein. Client shall not, and shall not permit any third party to, copy, decompile, reverse engineer or otherwise attempt to reduce any software used in the Software SHIELD T3 has given its prior written consent. Client may not create derivative works based upon the software in whole or in part, or develop or request third parties to develop or modify any software based on the software provided hereunder except as mutually agreed in writing by the parties. Client shall not delete, remove, modify, obscure, fail to reproduce or in any way interfere with any proprietary, trade secret or copyright notices appearing on or incorporated in the software.

18. Disclaimer; Limitation of Liability

Except as provided in Section 11 "Results", the Services are provided "AS-IS," and SHIELD T3 DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED HEREUNDER. There are inherent limitations to the COVID-19 testing process, including of the testing methodology, limitations due to collection methods, limitations introduced as a result of shipping or other delivery methodology, and other perhaps unforeseen limitations. Client accepts these limitations in entering into this Agreement.

SHIELD T3 agrees to indemnify, defend and hold harmless Client, its affiliates, and its and their respective directors, officers, employees and agents, from and against any third party claim, suit, investigation, action, demand, judgment, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including reasonable attorneys' fees and other costs and expenses of litigation or defense), based upon or otherwise arising from (a) the grossly negligent

or willfully intentional wrongful acts or omissions of SHIELD T3, its affiliates, or its or their respective directors, officers, employees or agents in performance of the Services under this Agreement or (b) SHIELD T3's failure to comply with any requirement of Sections 6, or 15; in each case except to the extent caused by the grossly negligent or willfully intentional wrongful acts or omissions of Client, its affiliates, or its or their respective directors, officers, employees or agents.

IN NO EVENT WILL SHIELD T3 (OR ITS SERVICE PROVIDERS OR LICENSORS) BE LIABLE TO CLIENT OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, COST TO COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF SUCH PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF SHIELD T3, ITS LICENSORS/SERVICE PROVIDERS, AND THEIR OFFICERS, DIRECTORS, AGENTS, ATTORNEYS AND EMPLOYEES UNDER ANY THEORY OF LAW, INCLUDING NEGLIGENCE, TORT, OR OTHERWISE, FOR ANY DAMAGES TO CLIENT ARISING UNDER THE AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO SHIELD T3 UNDER THIS AGREEMENT.

19. Force Majeure

The parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such party including without limitation, any applicable government order, act of God, war, terrorism, riot or insurrection, applicable law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities (each a "Force Majeure"). This provision shall not, however, release such party from using its best efforts to mitigate the impact of such Force Majeure on the affected party's performance pursuant to this Agreement and such party shall maintain performance hereunder to the extent reasonably practicable subject to such mitigation efforts. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written Notice thereof to the other party, provided that failure to give prompt written Notice thereof to the other party shall not in any way limit the operation of this provision.

DOWNEY UNIFIED SCHOOL DISTRICT	SHIELD T3	
Signed:	Signed:	
By: Christina Aragon	Ву:	
Title: Associate Superintendent	Title:	
Date:9/7/2021	Date:	

Exhibit A

Fee Schedule

Overview: Shield T3 will provide 4000 test kits, provide collection training and set up a Point and Click account for Downey Unified School District. Additional test kits will be supplied as necessary on an on-going basis.

1. Testing Overview:

- a. Surveillance Testing: as necessary
- b. Symptomatic Testing / Positive Response Testing: as necessary

2. Cost:

- a. Simplex PCR Testing: Total cost per test is \$30 including consumables
- b. Pooled PCR Testing: Total cost per test is \$15 including consumables and any necessary reflex testing on any positive pools
- 3. Account Set-up Fees: One-time fee of \$2,500.
- 4. **Billing:** The first 4000 tests will be billed and payable by September 1, 2021. Additional tests, beyond the initial billing, will be invoiced as used on a weekly basis.
- 5. Taxes: If any taxes for medical services apply, they will be the responsibility of the Client.
- 6. **Collection Services:** Shield T3 will provide on-site collection services for an additional fee with a minimum of 100 tests/day
- 7. Courier Service: Shield T3 will provide courier service for an additional fee when required.

EXHIBIT B

Overall Division of Responsibility

	ShieldT3	Client
Sample collection		
Supply materials (vials, funnels, collection bags) for sample collection site	×	
Sample collection facilities and any associated set-up materials		х
Staffing of sample collection site with personnel and IT and connectivity		х
Computer for access to web application		х
General training of collection staff at sample collection sites on HIPAA and Safety	х	
Sample collection site supplies, other than sample kit supplies, e.g., sharpie markers, hand sanitizer, paper towel, etc.		х
Generate and manage a roster of people eligible for testing on the provided software		х
Fraining for collection site personnel including use of application, visual inspection of received samples	х	
Results reporting to CA state health authorities	x	



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 109. RATIFY Laboratory Services Agreement No. 202122-240 with Fulgent Therapeutics, LLC to provide COVID-19 testing services and supplies to District students and staff as needed from August 23, 2021 through August 22, 2022.

Supporting Documents



scan1145

Fulgent Therapeutics, LLC

Laboratory Services Agreement

This Laboratory Services Agreement, (the "Agreement") is effective as of <u>August 23, 2021</u>, by and between Fulgent Therapeutics, LLC. (LAB), with a business address at 4978 Santa Anita Ave., Suite 205, Temple City, CA 91780, and <u>Downey Unified School District</u> ("CLIENT"), with a business address at <u>11627 Brookshire Ave. Downey CA 90241</u> LAB and CLIENT may each be referred to herein as a "Party" and, collectively, as the "Parties."

Whereas, LAB is an independent laboratory that has the facilities and expertise to provide diagnostic and sequencing laboratory testing services to physicians, hospitals, and laboratories, and

Whereas, CLIENT is a School District that desires to purchase certain COVID-19 laboratory services from LAB, and

Whereas, LAB is willing to provide such services to CLIENT, under the terms and conditions set forth herein.

Therefore, LAB and CLIENT do hereby agree as follows:

A. THE SERVICES

- 1. <u>COVID-19 Testing Services</u>. LAB agrees to provide to CLIENT the COVID-19 testing services described in Exhibit A attached hereto (the "Services").
- 2. Specimens. LAB has developed specific specimen collection requirements, which are attached hereto as Exhibit A. CLIENT agrees to follow all instructions on Exhibit A and understands that such instructions are critical to LAB's ability to perform the tests described herein. All costs associated with CLIENT's failure to follow the instructions described on Exhibit A will be CLIENT's responsibility.
- 3. Supplies. As part of the Services, LAB will provide CLIENT with certain specimen collection supplies to be used solely for the collection of specimens for LAB. The type and amount of such supplies is subject to LAB's sole discretion. CLIENT will use the supplies in accordance with the manufacturer's instructions and all applicable federal, state and local statutes, rules, laws, and regulations. LAB is not responsible for any claims arising out of or related to the use or misuse of any supplies provided hereunder. CLIENT MUST NOT RESELL THE SUPPLIES PROVIDED, OR USE THE SUPPLIES FOR ANY PURPOSES OTHER THAN SPECIMEN COLLECTION FOR LAB'S TESTING PURPOSES.
- 4. <u>Transport</u>. All specimens should be shipped to the following address:

Fulgent Therapeutics, LLC 4978 Santa Anita Ave. Temple City, CA 91780

5. Specimen Use and Destruction. All specimens received from CLIENT and not used in connection with the Services may (a) be destroyed by LAB in compliance with all federal

Fulgent Therapeutics LSA C042621

and state laws, or (b) be retained by LAB for research, quality control, or proficiency testing purposes. All specimens retained by LAB for such purposes will be de-identified in accordance with HIPAA and any applicable state law requirements.

B. BILLING AND PAYMENT

- 1. <u>Price</u>. CLIENT agrees to purchase and pay for the Services from LAB in accordance with the rates, terms, and conditions set forth in Exhibit A, as may be amended from time to time by LAB upon fourteen (14) days advance written notice to CLIENT. No Services will be priced below the fair market value, as required by law.
- 2. Compliance with Medicare Billing Rules. If CLIENT is an independent clinical laboratory and intends to bill Medicare for the Services, CLIENT represents and warrants that it does not refer, and will not refer during the term of this Agreement, more than thirty (30) percent of the clinical laboratory tests for which it receives requests for testing during a calendar year or that it is located in, or is part of, a rural hospital, as required by 42 U.S.C. § 1395l(h)(5)(A).

C. COMPLIANCE

- 1. <u>Compliance with Laws</u>. CLIENT and LAB each agree to perform their respective obligations under this Agreement in compliance with all applicable federal, state, and local statutes and regulations.
- 2. No Inducement. This Agreement has been negotiated in good faith through arm's-length negotiations. The Parties acknowledge and agree that no benefits to CLIENT hereunder are intended to induce, require, or are in any way contingent upon the recommendation, referral, or any other arrangement for the provision of any item or service offered by LAB or any affiliate thereof. None of the activities contemplated under this Agreement, or otherwise, will constitute obligations of CLIENT to refer business to LAB or to recommend or otherwise arrange for the referral of business to LAB. Further, there is no intent for CLIENT to generate, nor is CLIENT being compensated to generate, business for LAB, nor is there any intent to interfere with a patient's right to choose his or her own health care provider, or with a physician's medical judgment regarding the ordering of any items or services.
- 3. Participation in State and Federal Health Care Programs. CLIENT and LAB, and each of their owners, directors, officers, agents, and employees are, and for the term of this Agreement will be, eligible to participate in all applicable federal health care programs as defined in 42 U.S.C. 1320a-7b(f) and state health care programs as defined in 42 U.S.C. 1320a-7b(h), and neither CLIENT nor LAB, nor any of their owners, directors, officer, agents, or employees has been, nor during the term of this Agreement will be, sanctioned by the Department of Health and Human Services Office of Inspector General as set forth on the List of Excluded Individuals and Entities or listed as debarred by a federal agency in the Excluded Parties List System or the System of Award Management, or convicted of a criminal offense related to health care. If either CLIENT or LAB is subject to such action at any time during the term of this Agreement, such Party will notify the other Party within five (5) business days.

- 4. <u>HIPAA</u>. The Parties agree to discharge their respective duties in accordance with state and federal laws governing the privacy, confidentiality, and security of patient information, including, without limitation, the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any and all regulations and requirements thereunder, as they may be amended or promulgated from time to time.
- 5. <u>Licensure</u>. LAB represents and warrants that it is an independent clinical laboratory duly certified under the Clinical Laboratory Improvement Amendments of 1988, as amended ("CLIA"), and licensed under applicable state laws. If CLIENT is a laboratory, it represents and warrants that it is an independent clinical laboratory duly certified under CLIA and licensed under applicable state laws

D. TERM AND TERMINATION

- 1. <u>Term.</u> The initial term of this Agreement will commence as of the date recited above (the "Effective Date") and continue for an initial term of one (1) year. Thereafter, this Agreement will automatically renew for additional one-year terms. This Agreement may be terminated without cause at any time with five (5) days written notice by either Party. LAB may terminate this Agreement immediately upon CLIENT's failure to pay according to Section B.
- 2. Effect of Termination. Upon any termination, LAB may, at its sole discretion, provide the Services with respect to any specimens received but not processed as of the effective date of termination or return such specimens to CLIENT, provided that LAB may, in its sole discretion, agree to provide the Services only upon receipt of prepayment for the Services from CLIENT. If this Agreement is terminated for any reason within one (1) year of the Effective Date, then, prior to the first anniversary of the Effective Date, the Parties will not enter into any agreement with each other for the Services covered hereunder with payment terms that differ from the payment terms set forth herein. Except as may be set forth otherwise in this Agreement, all rights and obligations that expressly or by their nature survive the expiration or termination of this Agreement until they are satisfied or by their nature expire and will bind the Parties and their successors and permitted assigns, and the provisions of Sections C and E, and CLIENT's payment obligations, will survive any termination or expiration of this Agreement.

E. GENERAL PROVISIONS

1. <u>Disclaimers</u>. LAB MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO ANY SPECIMEN COLLECTION SUPPLIES PROVIDED HEREUNDER, ANY SERVICES OR INFORMATION, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND DISCLAIMS ALL WARRANTIES.

- 2. <u>Limitations of Liability</u>. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT WILL LAB BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO DATA, LOSS OF PROFITS, OR OTHER ECONOMIC LOSS, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF LAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, THE AGGREGATE AND CUMULATIVE LIABILITY OF LAB TO CLIENT FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO LAB DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.
- 3. Confidentiality. CLIENT acknowledges and agrees that the terms of this Agreement are confidential. CLIENT agrees that neither CLIENT nor CLIENT's agents or employees will disclose, by any means, the terms of this Agreement, including, but not limited to, the price schedule or any part thereof, to any person or entity not a party to this Agreement, except that CLIENT may disclose the terms of this Agreement in response to an order of a court of competent jurisdiction if CLIENT notifies LAB of such order promptly upon receipt. In the event CLIENT breaches this confidentiality provision, LAB will have the right, in its sole discretion and without limiting its other available remedies, to increase the prices charged for the services to be performed hereunder by amending Exhibit A upon notice.
- 4. <u>Insurance</u>. Each Party will, at its sole cost and expense at all time during the term of this Agreement, procure and maintain comprehensive general and professional liability insurance or self-insurance (including personal injury, property damage, products liability, and completed operations liability), in a minimum amount of One Million Dollars (\$1,000,000). Upon request of either Party, the other Party will provide satisfactory evidence of such insurance coverage.
- 5. <u>Assignment</u>. This Agreement may not be assigned by CLIENT without the prior written consent of LAB, and any assignment or attempt to assign this Agreement without such consent will be void and of no force or effect. Consent may be conditioned upon written acknowledgment of obligations under this Agreement by the prospective recipient of the assignment. LAB may assign this Agreement upon notice to CLIENT. This Agreement binds the parties' successors and permitted assigns.
- 6. <u>Amendments</u>. This Agreement may be modified or amended only by an instrument in writing signed by both Parties hereto.
- 7. Force Majeure. No liability hereunder will result to LAB by reason of delay or inability in performance caused by circumstances beyond its reasonable control, including, without limitation, acts of God, fire, flood, war, terrorism, civil unrest, labor unrest, shortage of or inability to obtain material or equipment, government orders or guidelines, and the effects of epidemics.

- 8. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior negotiations, correspondence, understandings, and agreements between CLIENT and LAB with respect to its subject matter.
- 9. <u>Independent Contractors</u>. LAB and CLIENT are independent contractors, and nothing in this Agreement will be deemed or construed to create an employment or agency relationship between LAB and CLIENT.
- 10. Non-Waiver. The Parties covenant and agree that if a Party fails or neglects for any reason to take advantage of any of the terms provided for the termination of this Agreement or if a Party, having the right to declare this Agreement terminated, will fail to do so, any such failure or neglect by such Party will not be a waiver or be deemed or be construed to be a waiver of any cause for the termination of this Agreement subsequently arising, or as a waiver of any of the terms, covenants, or conditions of this Agreement or of the performance thereof. None of the terms, covenants, and conditions of this Agreement may be waived by a Party except by its written consent.
- 11. Reformation. The Parties hereby agree that neither Party intends to violate any public policy, statutory or common law, rule, regulation, treaty or decision of any government agency or executive body thereof of any country or community or association of countries, and that if any word, sentence, paragraph or clause or combination thereof of this Agreement is found, by a court or executive body with judicial powers having jurisdiction over this Agreement or any of the Parties hereto, in a final, unappealable order to be in violation of any such provision in any country or community or association of countries, such words, sentences, paragraphs or clauses or combination will be inoperative in such country or community or association of countries, and the remainder of this Agreement will remain binding upon the Parties hereto. In lieu of such inoperative words, sentences, paragraphs or clauses, or combination of clauses, there will be added automatically as part of this Agreement, a valid, enforceable, and operative provision as close to the original language as may be possible which preserves the economic benefits to the Parties.
- 12. Governing Law. This Agreement will be construed, interpreted and governed by the laws of the State of California without regard to conflict of laws principles, and exclusive venue for any and all disputes, claims or actions arising out of or relating to this Agreement will be the courts of Los Angeles County, California.
- 13. <u>Notices</u>. All notices (except invoices which will be sent per Section A.5) under this Agreement will be in writing and delivered either by personal delivery or mailed by United States mail, postage prepaid, email, to the following addresses:

If to LAB:

Fulgent Therapeutics, LLC 4978 Santa Anita Ave. Suite 205
Temple City, CA 91780
bd@fulgentgenetics.com

If to CLIENT:	
Downey Unified School District	
11627 Brookshire Ave. Downey Ca. 9024	-1
[Email Address]	

In Witness Whereof, the Parties have executed this Agreement as of date indicated above.

Signature	PRODUCTION OF THE PROPERTY OF
Name	
Title	
Date	
CLIENT	
Signature	A-4906
Christina Aragon	
Name	
Associate Superintendent of Busin	ess Services
Title	
9/7/2021	
Date	

FULGENT THERAPEUTICS, LLC

Exhibit A Services, Billing and Payment

1. <u>TEST/SERVICES DESCRIPTION.</u> THE TEST UNDER THIS AGREEMENT WILL INCLUDE THE COVID-19 TEST AS DEFINED BELOW AND THE TERMS OF THE AGREEMENT WILL APPLY TO THE COVID-19 TEST:

The Fulgent Coronavirus Disease (COVID-19) RT-PCR test (the "COVID-19 Test") is a reverse transcription polymerase chain reaction test to detect SARS-CoV-2, the virus that causes COVID-19. The SARS-CoV-2 primer and probe sets are designed to detect RNA from 2019-nCoV in saliva specimens from patients who meet CDC 2019-nCoV clinical criteria. Primer and probe set sequences are based on CDC recommended guidelines that identify two known distinct regions within the SARS-CoV-2 genome. Amplification of both targets will signify a positive result; amplification of one of two targets will signify an indeterminate result; and no amplification of either target, but amplification of internal control, will signify a negative result. LAB recommends a new specimen be collected if the first COVID-19 Test generates indeterminate results.

2. Fulgent Onsite COVID-19 Tests.

- a. Cost of Testing.
 - i. Fulgent COVID-19 RT-PCR Test: \$55 USD per test.
 - ii. Fulgent COVID-19 Plus Test: \$55 USD per test. Influenza A and B tests may be provided at no additional charge. However, influenza testing must be opted-in at institutional level for all individuals.
- b. Cost of Kits and Shipping.
 - i. The prices include bulk return shipment of twenty (20) or more kits to the LAB for processing. Remailers may be purchased at \$25 USD per remailer, for shipment of less than twenty (20) to the LAB.
 - ii. If the collection kits are not returned to the LAB within thirty (30) calendar days from the date of kit dispatch, the cost of kits will be billed \$10 USD per kit.
- c. <u>OPTIONAL Insurance billing.</u> LAB will bill insurance and HRSA for all tests rendered. CLIENT must pay the LAB for all tests NOT reimbursed by insurance or HRSA within 90 days, at institutional prices indicated.
- d. <u>Test Requisition Form Requirements.</u>
 - CLIENT must provide the LAB with all information required for such state reporting, including, a test requisition which includes the name, gender, pregnancy status, address and date-of-birth of the person from whom the specimen was obtained, in the required format via Fulgent portal.
 - CLIENT must also provide the LAB with the name, address and telephone number of the health care provider or other authorized person who authorized testing for the submitted specimen.

e. Specimen Requirement.

- Acceptable specimen types include nasopharyngeal, mid-turbinate and anterior nasal swab collection with specimen collection kit validated by the LAB.
- ii. Specimens must be labelled with a minimum of two unique identifiers, such as name, DOB.
- iii. Specimens must be returned to the LAB as soon as reasonably practicable upon collection and may be shipped at room temperature.
- iv. There may be delays if specimens are improperly labelled, if the specimen is of insufficient quality or quantity, or if the test requisition forms are not completed in the form and manner required.
- v. If discrepancies in the information provided cannot be resolved within 48 hours of receipt of specimen, the specimens will be discarded, and a replacement specimen will be required.
- f. <u>Reporting</u>. LAB will deliver results for COVID-19 Tests to CLIENT via Fulgent portal and result notification system. LAB will comply with state-by-state reporting requirements for all COVID-19 results performed at the Temple City, CA or Houston, TX location.

g. Staffing services for on-site testing.

- i. LAB will provide LAB staff to register patients and oversee the specimen collection process at the request of CLIENT.
- ii. A minimum of 2 weeks notice is required in order to guarantee staffing for a Testing Event.
- iii. The CLIENT must provide at least 72 hours notice of any cancellation of or modifications to staffing schedules.
- iv. Each Testing Event must be within business hours of 7am-6pm local time, at a designated location, unless otherwise agreed in writing. The duration of each Testing Event must be between 4-8 hours. For Testing Events greater than 5 consecutive hours, LAB staff must observe a 30-minute break.
- v. CLIENT agrees to a Minimum Testing Volume of 50 tests per LAB staff per Testing Event.
- vi. LAB reserves the right to adjust the number of staff onsite based on the anticipated number of samples collected at each Testing Event and based on the actual number of tests completed in any prior Testing Events.

h. Cost of Staffing

- i. In the event the CLIENT fails to meet the Minimum Testing Volume, the Client agrees to pay for Staffing Cost at an hourly rate of \$75.
- ii. The Staffing Costs must be paid by the CLIENT to the LAB institutionally and CANNOT be billed to insurance.

3. Picture At-Home Tests.

a. Cost of Picture At-Home Tests.

- Picture COVID-19 test, with kits individually shipped from/to LAB: \$115 USD.
- Picture COVID-19 test, with kits shipped in bulk from LAB; kits individually shipped back to LAB (must be ordered in multiples of 100 tests): \$109 USD.
- Picture COVID-19 test, with kits shipped in bulk from/to LAB (must be ordered in multiples of 100 tests): \$85 USD.
- iv. Cost includes PWN authorization of testing and post-testing telehealth consultation for positive patients.
- v. Picture At-Home Tests will be billed biweekly in arrears for test kits shipped in the prior two weeks.

b. OPTIONAL Insurance/Institutional Hybrid Billing.

- CLIENT may purchase Picture At-home Test Kits for \$40 plus applicable sales tax, and the cost of Laboratory Processing may be billed to insurance.
- ii. CLIENT must pay LAB the following regardless of insurance reimbursement for every Test Kit dispatched by LAB. Test Kits and Logistics Fees will be billed semi-monthly in arrears for test kits shipped in the prior month. The Test Kits are valid for 6 months from the date of order. Kits are non-refundable and non-assignable.
- iii. LAB will bill USER's insurance for COVID-19 testing, allowing insured USER's to complete their insurance information during the kit registration process for the cost of COVID-19 laboratory processing. LAB agrees to bill all available insurance plans and the U.S. Health Services Resources Administration (HRSA) for the Lab Testing Services Fees whenever possible.
- iv. LAB agrees that payments received from third parties for Lab Testing Services Fees will be considered payment in full for testing services requested herein and will not charge any copayment to USERS, and absolves CLIENT of any and all financial responsibility beyond costs listed in "Test Kits and Logistics Fees".
- v. Test Kits must be purchased in bulk, in multiples of 100 Kits.

c. Specimen and Activation Requirements.

- i. <u>Activation.</u> The USER must properly follow the instructions provided and must activate the specimen kit upon collection on Picture platform, which will be designated as the specimen collection time.
- ii. <u>Kit return shipment.</u> The USER must drop off the specimen kit at a FedEx drop-off location, before the last pick up time on the same day as the specimen collection. Any specimens received by the LAB outside 56 hours of specimen collection will be invalidated, and a new collection will be required at the cost of the USER. The USER should note Fedex's

- shipping schedule limitations ie. Fedex does not ship on Sundays and Public Holidays.
- iii. <u>Kit Expiration.</u> The collection kits will expire in 6 months from the dispatch date from LAB. Once the kits have been dispatched from the LAB, there is no right to return, refund or assignment.

4. Invoices.

- a. LAB will submit a detailed invoice to CLIENT. CLIENT agrees to pay such invoice upon receipt thereof. Invoices will be sent to the address below, either electronically, via facsimile, or via the U.S. postal service, as mutually agreed upon by LAB and CLIENT.
 - i. Name: Downey Unified School District
 - ii. Address: 11627 Brookshire Ave. Downey Ca. 90241
 - iii. Attn: Dr. Robert Jagielski
 - iv. Phone: <u>562/469-6564</u> or <u>562/469-6565</u>
 - v. Facsimile: <u>562/469-6597</u>
- vi. Email: <u>crjackson@dusd.net</u>
- b. If CLIENT requires an original invoice, such invoice will be sent via courier at CLIENT's expense. All questions regarding invoices must be directed to the LAB's Institutional Billing Manager at 626-350-0537 or billing@fulgentgenetics.com, or such other person designated in writing by LAB.
- c. If CLIENT does not pay amounts when due, then LAB may, without limiting its other available remedies, suspend performance of Services, assess a late payment fee of 1.5% of the overdue amount per month, and treat such non-payment as a material breach of this Agreement.

5. Payment.

Payment may be made by check or wire transfer.

A. MAIL-IN CHECK:

FULGENT THERAPEUTICS LLC ADDRESS: PO BOX 748677 LOS ANGELES, CA 90074 USA PHONE NUMBER: +1(626) 350-0537

B. BANK TRANSFER:

NAME ON ACCOUNT: FULGENT THERAPEUTICS LLC

ADDRESS: 4978 SANTA ANITA AVE, STE 205

TEMPLE CITY CA 91780 USA

PHONE NUMBER: +1(626) 350-0537

BENEFICIARY BANK: BANK OF AMERICA

1234 S BALDWIN AVE ARCADIA CA 91007

ROUTING/TRANSIT (ABA) NUMBER: 121 000 358

ABI NUMBER: 0260-0959-3

SWIFT NUMBER: BOFAUS3N

CHIP ADDRESS: 0959

BENEFICIARY ACCOUNT NUMBER: CHECKING ACCOUNT 3250 1602

8298

REMITTANCE EMAIL ADDRESS:

BILLING@FULGENTGENETICS.COM

6. <u>ADDITIONAL DISCLAIMER.</u> CLIENT ACKNOWLEDGES THAT LAB IS IMMUNE FROM LIABILITY AND CLAIMS ARISING OUT OF ITS COVID-19 TEST PURSUANT TO THE EMERGENCY OR DISASTER TREATMENT PROTECTION ACT (C. 56, L. 2020 PART GGG), AND THE PUBLIC READINESS AND EMERGENCY PREPAREDNESS ACT ("PREP ACT"), OTHER THAN LIABILITY AND CLAIMS FOR LAB'S WILLFUL OR INTENTIONAL CRIMINAL MISCONDUCT, RECKLESSNESS, GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 110. APPROVE Service Agreement No. 202122-241 with the City of Downey to provide Resource Officer services at Downey, Warren, and Columbus High Schools from August 11, 2021 through June 2, 2022.

Supporting Documents



scan1146

AGREEMENT BETWEEN THE CITY OF DOWNEY AND THE DOWNEY UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR POLICE ON CAMPUS PROGRAM

This Agreement for School Resource Officer Services for the Police On Campus Program ("Agreement") is entered into this 10th day of August, 2021, by and between the City of Downey, a municipal corporation and charter city ("CITY") and the Downey Unified School District, a public body corporate ("DISTRICT"), hereinafter referred to jointly as the "Parties".

WHEREAS, DISTRICT wishes to engage the CITY to provide school resource officer services at Downey High School, Warren High School, and Columbus High School in connection with the DISTRICT's Police on Campus Program for the academic year 2021-22; and

WHEREAS, CITY possesses the special experience, knowledge and expertise necessary to provide school resource officer services, and desires to provide said services to DISTRICT pursuant to the terms and conditions as set forth in this Agreement; and

WHEREAS, the CITY and DISTRICT received grant funding from "Gangs Out of Downey" (GOOD), and the Parties desire to use these grant funds for initial costs of the school resource officer services as set forth in this Agreement.

NOW, THEREFORE, CITY and DISTRICT agree as follows:

Section 1. <u>Scope of Services</u>. CITY shall provide to DISTRICT the Scope of Services as described in Exhibit "A", attached hereto and incorporated by reference herein.

Section 2. Term. This Agreement shall commence August 11, 2021 and shall terminate on June 2, 2022.

Section 3. Compensation.

- (A) DISTRICT will be compensated for the Scope of Services from the \$6,250 GOOD Grant until such funds are fully expended. DISTRICT will advise CITY in writing at least thirty days (30) before the GOOD Grant funds are fully expended.
- (B) Once the GOOD Grant is fully expended, DISTRICT shall compensate CITY for the Scope of Services for the remainder of the academic

year. CITY shall submit to DISTRICT a monthly itemized statement which indicates work completed and hours of services rendered by CITY. DISTRICT shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

Section 4. Independent Contractor.

The relationship between the Parties under this Agreement shall be one of independent contractor. The police officers who provide school resource officer services under this Agreement shall not be employees or agents of DISTRICT and are not entitled to participate in any DISTRICT pension plans, retirement, health and other benefits provided by DISTRICT to its employees. The police officers providing services under this Agreement shall report directly to the Downey Chief of Police or his designee through the Downey Police Department chain of command. The Downey Police Department shall maintain direct supervisory control over the assigned school resource officers. The DISTRICT shall have the right to request that a school resource officer be replaced if his or her performance is unsatisfactory to DISTRICT.

Section 5. Indemnification.

- (A) DISTRICT shall indemnify, hold harmless and defend CITY, and CITY's officers, officials, employees, agents and volunteers from any all loss, liability, fines, penalties, forfeitures, costs and damages, whether in contract, tort or strict liability, including but not limited to personal injury and property damage, incurred by any person arising directly or indirectly from the negligent or intentional acts or omissions of DISTRICT, or DISTRICT's officers, directors, trustees, officials, employees, agents and volunteers in the performance of this Agreement.
- (B) CITY shall indemnify, hold harmless and defend DISTRICT, and DISTRICT's officers, directors, trustees, officials, employees, agents and volunteers from any all loss, liability, fines, penalties, forfeitures, costs and damages, whether in contract, tort or strict liability, including but not limited to personal injury and property damage, incurred by any person arising directly or indirectly from the negligent or intentional acts or omissions of CITY, or CITY's officers, officials, employees, agents and volunteers in the performance of this Agreement.
- (C) In the event of concurrent negligence on the part of CITY or any of its officers, officials, employees, agents and volunteers and DISTRICT, or any of its officers, directors, trustees, officials, employees, agents and volunteers, the liability for any and all such claims, demands and actions in law and in equity for such loses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(D) This section shall survive expiration or termination of this Agreement.

Section 6. Insurance.

It is understood and agreed that CITY AND DISTRICT maintain insurance policies or self-insurance programs to fund their respective liabilities.

Section 7. Termination.

This Agreement may be terminated by either Party at any time with or without cause, by providing thirty (30) days prior written notice to the other Party. In the event of termination by either Party, CITY shall be compensated for services rendered through the effective date of termination.

Section 8. Notices.

Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY:

Downey Police Department 10911 Brookshire Avenue Downey, CA 90241 Attn: Lt. Scott Loughner

TO DISTRICT:

Downey Unified School District 11627 Brookshire Avenue

Downey, CA 90241

Attn: Dr. Robert Jagielski, Senior Director.

Student Services Department

Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same by first class mail in the course of transmission of the United States Postal Service.

Section 9. Waiver.

The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or different provisions of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provisions herein.

Section 10. Binding Effect.

This Agreement shall be binding upon the Parties hereto and their successors in interest.

Section 11. Assignment.

Neither Party may assign, subcontract or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement. Any attempt to assign, subcontract or transfer all or any rights or obligations under this Agreement shall be null and void.

Section 12. Compliance with Laws.

The Parties shall comply with all applicable laws in performing their respective obligations under this Agreement.

Section 13. Entirety of Agreement.

This Agreement contains the entire agreement between CITY and DISTRICT with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager of CITY shall have the authority to sign any supplement, modification or amendment to this Agreement.

Section 14. Governing Law; Venue.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Central District of California, Los Angeles, California.

Section 15. Severability.

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this Agreement shall not affect the other provisions.

Section 16. Captions and Headnotes.

The captions and headnotes or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Agreement.

Section 17. Ratification by the Parties.

This Agreement is not enforceable until and unless it is approved and/or ratified by the respective governing bodies of CITY and DISTRICT.

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto on the day and year first herein above written.

CITY OF DOWNEY	DOWNEY UNIFIED SCHOOL DISTRICT		
By Gilbert A. Livas, City Manager	Dr. John Garcia, Superintendent		
Date:	Date:9/7/21		
ATTEST:	ATTEST:		
Maria Alicia Duarte, CMC, City Clerk	Secretary		
APPROVED AS TO FORM:	APPROVED AS TO FORM:		
Yvette M. Abich Garcia, City Attorney	Legal Counsel		

EXHIBIT A SCOPE OF SERVICES

CITY shall provide the following services:

CITY, through its Police Department, will assign one (1) police officer on an overtime basis to serve as a school resource officer (SRO) to each of the following school campuses: Downey High School, Warren High School, and Columbus High School.

The duties of the SRO are as follows:

- Be a visible, active and high profile SRO on campus to promote safety and positive relationships.
- Be a link between the school community and the Downey Police
 Department. Interaction with staff and students is high priority. If
 asked, the SRO will assist teachers with material to help explain the
 job of the SRO and the criminal justice system.
- Be a role model and mentor for students.
- Walk the halls and common areas of the school campus, particularly during times of high student movement to provide crime prevention and assist with student/staff safety.
- Detect and deter criminal activity, take reports of incidents, and refer matters of law enforcement concern to the appropriate authority. Any police matters should be referred to Downey Police Department supervisors and DISTRICT staff.

The SROs shall report to the school campuses specified above in accordance with the following schedule:

School Resource Officer Schedule 2021-2022

	Warren	Downey	Columbus
Monday	0915-1515	0930-1530	0915-1415
Tuesday	0915-1515	0930-1530	0915-1415
Wednesday	0915-1515	0915-1445	0915-1415
Thursday	0915-1515	0915-1445	0915-1415
Friday	0915-1515	0930-1530	0915-1415

^{*}Hours are subject to change at the written request of the DISTRICT*



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 112. APPROVE Agreement No. 202122-242 with Microsoft Corporation for Microsoft Premier Support Services from September 26, 2021 through September 25, 2022.

Supporting Documents



Microsoft Premier Support Services Description – State and Local Government/Education

(Microsoft Affiliate to complete)

Master Services Agreement Number

(Microsoft Affiliate to complete)

Services Description Number

U7979099

RK02219-355997-438165

This services description ("Services Description") is made pursuant to the Microsoft Master Services Agreement – State and Local, (the "Agreement"), by and between the undersigned parties or their affiliates, effective as of 10/30/2015, which is incorporated herein by this reference. In this Services Description "Customer" means the undersigned customer and "Microsoft" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page, the Services Description terms below and any attachments or exhibits to this Services Description, which are incorporated herein by reference.

Customer Invoice Inforn	Tation			
Name of Customer Downey Unified School District		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Customer's purchase order.)		
Name of Customer or A	ffiliate that executed the Agree	ment if different than the undersigned		
Street Address				
Street Address		Contact E-mail Address		
	Avenue			
11627 Brookshire City Downey	Avenue State/Province CA	Contact E-mail Address accountspayable@dusd.net Phone (562) 469-6622		

Invoicing

Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment before Microsoft will begin providing Services. Microsoft will invoice Customer for additional Services performed and expenses incurred. Microsoft invoices are payable in full within 30 days of date of the invoice and will be directed to Customer's representative for payment at the address shown above unless otherwise specified in a Customer purchase order.

Term

This Services Description shall commence on <u>9/26/2021</u> or the date of the last signature below, whichever is later (the "Commencement Date") and shall expire twelve (12) months from the Commencement Date (the "Expiration Date"). This Services Description must be amended prior to the then current Expiration Date. If the term of this Services Description is not extended prior to the then current Expiration Date, in order for Microsoft to continue providing services, Customer and Microsoft must agree in writing to a new Services Description identifying the terms upon which Customer and Microsoft agree.

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

Customer	Microsoft Affiliate
Name of Customer (please print) Downey Unified School District	Name Microsoft Corporation
Signature	Signature
Name of person signing (please print) Christina Aragon	Name of person signing (please print)
Title of person signing (please print) Associate Superintendent, Business Services	Title of person signing (please print)
Date September 7, 2021	Date

- 1. OVERVIEW. This Services Description describes the various types of Microsoft Premier Support that may be obtained (the "Services") by Customer. In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. Unless Microsoft's specifies otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours Customer has purchased as set forth in the in the attached Fee and Named Contacts Schedule(s) ("FNCS").
- 2. AVAILABLE SERVICES. Customer may purchase a combination of the following Services, subject to certain minimum requirements. The Services Customer purchases and the associated fees will be set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Customer's assigned Microsoft resource ("Services Resource").
- **2.1 Proactive Services.** Proactive services help maintain and improve the health of IT infrastructure and operations. As part of proactive support, Microsoft offers individual proactive services, available and categorized as maintenance, optimization or education services.
 - **2.1.1 Maintenance Services**. Maintenance services help prevent issues in Customer's Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.
 - a. Assessment Program: An assessment on the design, technical implementation, operations or change management of Customer's Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource(s) will work directly with Customer to remediate possible issues and provide a report containing the technical assessment of Customer's environment, which may include a remediation plan.
 - b. **Health Check**: An implementation assessment review of Customer's Microsoft resource implementation against Microsoft recommended practices. A Microsoft resource plans the health check engagement with Customer, performs the review, analyzes the data and delivers a report upon completion.
 - c. Offline Assessment: An automated assessment of Customer's Microsoft technology implementation with data collected remotely, or by a Microsoft resource at Customer's location. The data gathered is analyzed by Microsoft using on-premises tools, and we provide Customer with a report of our findings and remediation recommendations.
 - d. Proactive Monitoring: Delivery of technical operations monitoring tools and recommendations for tuning your server incident management processes. This service helps Customer to create incident matrices, conduct major incident reviews, and create the design for a sustained engineering team.
 - e. **Proactive Operations Programs (POP)**: A review with Customer staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft resource.
 - f. Risk and Health Assessment Program as a Service (RAP as a Service): An automated assessment of Customer's Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a finding report containing remediation recommendations.

- g. Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus): RAP as a Service is provided and is followed up with a customized system optimization workshop at Customer location (for up to two days), that is focused on remediation planning and knowledge transfer.
- **2.1.2 Optimization Services**. Optimization Services focus on the goals of optimal utilization of the Customer's technology investment.
 - Development Focused Services: Services available to assist Customer staff build, deploy, and support applications built with Microsoft technologies.
 - b. IT Services Management: A suite of services designed to help Customer evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility, quality and operational cost improvements. Modern IT Service Management services may be delivered through remote or onsite advisory sessions or workshops to help ensure your monitoring, incident management or service desk processes are optimized to manage the dynamics of cloud-based services when moving an application or service to the cloud.
 - c. Lab Services: Where available in your geography, Microsoft can provide you with access to a lab facility to assist you with product development, benchmarking, testing, prototyping, and migration activities on Microsoft products.
 - Remediation Services: Direct engagement with a Microsoft resource to address findings identified during an Assessment service.
 - e. **Security Services**: The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection and secure infrastructure. Security services help customers understand how to protect and innovate their IT infrastructure, applications and data against internal and external threats.
- **2.1.3. Education Services.** Education services provide training that help to enhance Customer's support staff's technical and operational skills through either onsite, online or on-demand instruction. Customer may modify the contract to add funding for additional Education Services or, at Customer's request, Microsoft will deduct an equivalent amount of Customer's contracted Support Assistance hours to cover the Education Services Customer select. Education Services can include the following:
 - a. Chalk Talks: Short interactive services, typically one-day sessions, that cover product and support topics provided in a lecture and demonstration format and are delivered by a Microsoft resource either in person or online.
 - b. **On-demand Education**: A subscription service that grants access to a collection of online training materials from a workshop library developed by Microsoft resources. Subscriptions are sold on a per seat basis.
 - c. Webcasts: Microsoft-hosted education sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online. Webcasts can be purchased on a per-attendee basis or as a dedicated delivery to your organization.
 - d. Workshops: Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft resource in person or online. Workshops are purchased on a perattendee basis or as a dedicated delivery to your organization. Workshops cannot be recorded without express written permission from Microsoft._All registration requirements for Workshops must be completed by Customer 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s).

Any materials or sample code provided to participants in conjunction with an Education Service are intended for the exclusive use of the participant.

- **2.1.4.** Support Assistance. Where available, proactive services may be sold as a quantity of Support Assistance hours. These hours can be exchanged for one or more proactive services, described above, at current rates that are provided by your Microsoft Services representative. After scheduling the proactive service, Microsoft will deduct the appropriate number of Support Assistance hours from your balance, rounded up to the nearest hour, to cover the value of a daily rate or the fixed fee for the service. If you order one type of Support Assistance service and wish to exchange it for another, you may apply the hours already purchased to that alternative service, where available and agreed upon with your service delivery manager.
- **2.2 Service Delivery Management**. Service Delivery Management (Support Account Management) activities help to build and maintain relationships with Customer management and service delivery staff as well as to oversee escalation management and managing the elements of Customer's support offering to meet Customer business requirements.

Premier Support packages are coordinated and initiated by a service delivery manager. Service Delivery Management includes planning to assess Customer's current state of IT, building a plan to address improvement points and working with Customer in furtherance of attaining the desired state of Customer's IT operations. Service Delivery Management

also incorporates monitoring and managing the quality and timeliness of other Premier Support. Service Delivery Management resources also serve as the consolidation point for Customer feedback regarding the Services to other Microsoft groups. Service Delivery Management resources can be Pooled, Designated or Dedicated determined by the level of Customer's engagement with Microsoft. "Pooled" refers to services performed by a group of individuals located remotely, "Designated" refers to on a part-time basis, either onsite or remotely, by a named individual who also services other Microsoft Premier Support customers, and "Dedicated" refers to services provided, either onsite or remotely, by a named individual who is solely focused on a single Microsoft Premier Support customer. The following services are available to customers who purchase Service Delivery Management.

- Service Introduction. An overview of Premier Support services, including an explanation of how to select and plan proactive services and a demonstration of how to log assisted reactive support requests and utilize available tools.
- b. Service Delivery Planning. Premier Support services includes a service plan to determine how and when services are to be utilized by collaborating with your team on your business and IT priorities, including your cloud journey.
- c. Service Reviews. On an ongoing basis, Microsoft will review the past period's services, report to Customer on what has been delivered and improved, review Customer feedback, and discuss any actions or adjustments, which may be required. These reviews may consist of standard status reports and virtual or onsite status meetings (if onsite travel is authorized). Customization of the service review is also available, but this may require an additional purchase, depending on the level of service delivery management included in Customer's purchased Services.
- d. Critical Security Support Advice. Notification of critical Microsoft Security Bulletins. If Customer has a Designated or Dedicated service delivery management resource, they will help Customer assess the effect of this information on Customer's IT infrastructure.
- e. Incident Management. Oversight by Microsoft's service delivery team of support incidents to drive timely resolution and a high quality of support delivery. This may include the development of incident response plans, identification of a primary contact for status updates during incidents and facilitating root cause analysis after an incident has occurred.
- f. Crisis Management. Around-the-clock issue ownership and communication to Customer from the Microsoft service delivery team during situations in which Customer experiences critical business impacts.
- g. Initial Assessment. A discovery assessment for identifying service needs within Customer's IT operations environment that helps build an actionable plan to reach the desired state of Customer's IT operations. In addition, the service delivery management resources will work with Customer's staff to document risks, which may impact Customer's connectivity and suggest potential mitigations.
- h. **Remediation Planning**. A consolidation of actions for improvement prompted by the findings of proactive assessments. These findings will be documented as improvement advice with associated remediation within Customer's service plan. Follow-up takes place through scheduled service reviews.
- i. Microsoft Product/Online Services Lifecycle Awareness. Microsoft may provide Customer with regular reports on developments within the Microsoft organization and shall advise Customer on any updates around Microsoft product lifecycles or roadmaps which may be applicable to Customer's organization and may provide benefits for Customer's organization. This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.
- j. Incident Trend Analysis & Advice. Microsoft may provide one or more reviews of Customer's incident history. The focus of the service delivery management resource in this review will be on people, process and technology aspects of high business impact incidents logged with Microsoft involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping Customer lower Customer's IT operations costs. This service may be available to Customer if Customer has a Designated or Dedicated service delivery management resource.
- k. Process Guidance. Microsoft may provide basic information on recommended practices related to the Microsoft Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.
- Information Distribution & Curation (IDC). Information Distribution delivers security alerts and proactive emails.
 IDC is a subscription service that, if elected, service delivery management hours will be decremented each month.
- **2.3 Reactive Services.** Reactive services help resolve issues in Customer's Microsoft environment and include prioritized problem resolution services to provide rapid response to minimize downtime.

2.3.1 Problem Resolution Support. Problem Resolution Support ("PRS") provides assistance for problems with specific symptoms encountered while using Microsoft products including troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products.

Incident severity definitions, the Microsoft estimated initial response times, and submission requirements are detailed in the below table.

PRS is charged on an hourly basis and hours are deducted from Customer's pre-paid hours unless Microsoft determines that the problem resulted from a bug in a product that is in mainstream support. Upon Customer request, Microsoft will collaborate with third-party technology suppliers to help resolve complex multi-vendor product interoperability issues, however, it is the responsibility of the third party to support its product.

As needed PRS is provided for Online Services. Purchased PRS hours will not be deducted for incidents opened against these technologies. "Online Services" means the Microsoft-hosted services identified as Online Services in the Microsoft Product Terms.

Service Delivery Management will be utilized in the same manner for all problem resolution requests.

The incident severity determines the response levels within Microsoft, initial estimated response times and Customer responsibilities. Customer is responsible for outlining the business impact to Customer's organization. In consultation with Customer, Microsoft will assign the appropriate severity level. Customer can request a change in severity level during the term of an incident should the business impact require a change.

Severity and Situation **Our Expected Response Customer's Expected Response** Severity 1 · First call response in one · Notification of Customer's senior hour or less executives Catastrophic business impact: Our resources at Customer site · Allocation of appropriate resources to · Complete loss of a core business as soon as possible sustain continuous effort on a 24x7 process and work cannot Critical situation resource¹ assigned basis² reasonably continue Continuous effort on a 24/7 · Rapid access and response from · Needs immediate attention basis² change control authority · Rapid escalation within Microsoft to Submission via phone only³ product teams Notification of our senior executives Severity A First call response in one hour or · Allocation of appropriate resources to sustain continuous effort on a 24x7 less Critical business impact: Our Resources at Customer's site basis² Significant loss or degradation of services as required Rapid access and response from Needs attention within one hour Critical situation resource1 change control authority assigned · Management notification Continuous effort on a 24x7 basis² Submission via phone only³ Notification of Our Senior Managers Severity B First call response in two hours or · Allocation of appropriate resources to align to Microsoft effort Moderate business impact: Effort during business hours only.5 Access and response from change Moderate loss or degradation of services but control authority within four business work can reasonably continue in an impaired hours manner Submission via phone or web Needs attention within two business hours⁵ Severity C First call response in four hours Accurate contact information on or less Minimum business impact: Effort during business hours Responsive within 24 hours Substantially functioning with minor or no only Submission via phone or web impediments of services Needs attention within four business hours⁵

Critical situation resources are individuals who are assigned to help drive prompt issue resolution through case engagement, escalation, resourcing, and coordination.

We may need to downgrade the seventy level if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

You may submit online services support requests through the applicable online services support portals.

^{4 24/7} effort on Severity B issues are not available in all geographies.

5 Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in Customer's locality.

Customer may be required to perform problem determination and resolution activities as requested by Microsoft. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

Customer is responsible for backing-up Customer's data and reconstructing lost or altered files resulting from catastrophic failures. Customer is also responsible for implementing the procedures necessary to safeguard the integrity and security of Customer's software and data.

- **2.3.2. Onsite Support.** Onsite reactive support provides assistance at Customer's location. This service is subject to Microsoft's resource availability and may require an additional charge per onsite visit.
- **2.3.3 Development Support Assistance**: Help creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies.
- **2.3.4 Advisory Services**: Phone-based support on short-term (typically six hours or less) and unplanned issues for IT Professionals and Developers. Advisory Services may include advice, guidance, root cause analysis, and knowledge transfer intended to help you implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages.
- 2.3.5 Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues; including infrastructure support, supportability reviews, application development and access to lab facility to assist with product development, testing, and migration activities.

Support Assistance is decremented on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. Microsoft will decrement an appropriate number of Support Assistance hours, rounded up to the nearest minute, to cover the value of a daily rate or fixed fee Support Assistance engagement. Customer's Services Resource can provide Customer with the rates applicable to the Support Assistance services requested. If Customer ordered one type of Support Assistance service and desires to exchange it for another, Customer may apply those hours to an alternative service where available and agreed by Customer's Services Resource.

- **2.4 Designated Support Engineering.** Designated Support Engineering ("DSE") services may be purchased as predefined offerings or as a block of custom hours that can be used to deliver scoped proactive services. When purchased as hours, DSE service hours are deducted from your total purchased hours as they are utilized and delivered. Pre-defined DSE offerings are tailored to your environment and help you achieve a desired outcome. These offerings may have a focus on areas such as Office 365, Azure laaS, Cybersecurity and Dynamics 365, and include required pre-defined proactive services built-in. The focus areas for DSE services:
 - Help maintain a deep knowledge of your current and future business requirements and configuration of Customer information technology environment to optimize performance
 - Proactively document recommendations for the use of support services –related deliverables (e.g. supportability reviews, health checks, workshops, and risk-assessment programs)
 - Help make Customer's deployment and operation activities consistent with Customer's planned and current implementations of Microsoft technologies.
 - Enhance your IT staff's technical and operational skills
 - Develop and implement strategies to help prevent future incidents and increase system availability of Customer's covered Microsoft technologies
 - Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies.

DSE is available during normal business hours (09:00 to 17:30) Local Standard Time, excluding holidays and weekends. DSE services support the specific Microsoft products and technologies selected by Customer. DSE services are delivered for a single support location. After normal business hours, Customer should follow existing Premier Support procedures for initiating and escalating incidents.

2.5 Additional Services. Customer may purchase additional Services during the term of this Services Description at any time. The specific terms and conditions applicable to those Services, may be set forth in this Services Description and/or an amendment or modification to this Services Description. Customer's purchase of additional Services will be charged at the prevailing price at the time an amendment or modification to this Services Description is signed. If Customer purchases additional Problem Resolution Support hours or converts Software Assurance Benefit incidents to Problem Resolution Support hours, Customer may also be required to purchase additional Services Delivery Management hours. Prior to delivering additional Services, payment modification must be executed by the parties.

- 3. PREREQUISITES AND ASSUMPTIONS. Microsoft's delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:
 - a. All Services will be provided remotely to Customer's locations in the United States unless otherwise set forth in an amendment or modification to this Services Description. Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this Services Description, Customer agrees that any travel related expenses incurred by Microsoft will be decremented as a mutually agreed upon fixed fee On-Site Visits as set forth in Fee and Named Contacts Schedule(s). On-Site Visits can be purchased proactively or the fixed fee can be converted at the then current rate from Support Assistance hours.
 - b. All Services will be provided in the English language unless otherwise agreed to by Customer and Microsoft in writing or in an amendment or modification to this Services Description.
 - c. Microsoft will provide support for all United States versions of commercially released generally available Microsoft software unless otherwise set forth in an amendment or modification to this Services Description or specifically excluded on the Microsoft Premier Online website at http://premier.microsoft.com. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Support Phase, as defined at http://support.microsoft.com/lifecycle, unless Customer has purchased such support in an amendment or modification to this Services Description.
 - d. Support for pre-release and beta products is not provided except as otherwise provided in an amendment or modification to this Services Description.
 - e. SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF THE AGREEMENT AS LISTED IN THE ATTACHED FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THIS SERVICES DESCRIPTION.
 - f. Scheduling of Services is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.
 - g. Microsoft can access Customer's system via remote connection to analyze problems at Customer request. Microsoft personnel will access only those systems authorized by Customer. Microsoft may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Microsoft promptly upon request. In order to utilize remote connection assistance, Customer must provide Microsoft with the appropriate access and necessary equipment.
 - h. Customer must have access to the Internet in order to take advantage of Internet-based services.
 - i. Some services may require us to process and access Customer Data. When we do so, we use Microsoft-approved technologies, which comply with our data protection policies and processes. If you request that we use technologies not approved by Microsoft, you understand and agree that you are solely responsible for the integrity and security of your Customer Data and that Microsoft assumes no liability in connection with the use of non-Microsoft-approved technologies.
 - j. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Service Delivery Management to facilitate delivery of Customer's Problem Resolution Support. If Customer purchases additional Problem Resolution Support, Support Assistance, or if Customer converts Software Assurance to Problem Resolution Support, Customer may be required to purchase additional Service Delivery Management.
 - k. Support services are limited to advice and guidance related to code owned by you or by Microsoft
 - There may be minimum platform requirements for the services purchased.
 - m. Additional Prerequisites and Assumptions may be set forth in amendment or modifications to this Services Description.
- 4. CUSTOMER RESPONSIBILITIES. This section sets forth Customer's performance obligations under this Services Description. Microsoft's performance is predicated upon Customer fulfilling the following responsibilities in addition to those set forth herein and any amendments or modifications to this Services Description. Failure to comply with the following responsibilities may result in delays of Service.
 - Customer can designate named contacts as set forth in the "Customer Contacts" section in the FNCS, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for

leading Customer's team and will manage all of Customer's support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Microsoft Premier Support online website, support issue submission and access to Customer's Services Resource. In addition to the named contacts, Customer may also identify two types of group contacts as follows:

- One type will receive a shared account ID that provides access to the Microsoft Premier Online website for information content and the ability to submit support requests.
- One type will receive a shared account ID that provides access to the Microsoft Premier Online Website for information only.
- b. When submitting a service request, Customer reactive support contacts should have a basic understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing and triaging the problem. These individuals should also be knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.
- c. Customer agrees to work with Microsoft to plan for the utilization of Services based upon the Premier support level Customer purchased.
- d. Customer agrees to notify us of any changes to the designated contacts named on the FNCS.
- e. Customer agrees to provide an internal escalation process to facilitate communication between Customer management and Microsoft as appropriate.
- f. Customer may be required to perform problem determination and resolution activities, as requested by us. These may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.
- g. Customer is responsible for backing up your data and for reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of your software and data.
- Customer agrees to respond to Government satisfaction surveys Microsoft may provide to Customer from timeto-time regarding the Services.
- Customer agrees to provide reasonable office space, telephone and high speed internet access, and access to Customer internal systems and diagnostic tools to Microsoft Services Resources that are required to be on-site.
- j. Customer is responsible for any travel and expenses incurred by Customer's employees or contractors.
- Customer may be asked by your service delivery manager to fulfill other responsibilities specific to the service you purchased.
- 5. ADDITIONAL TERMS AND CONDITIONS. This section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.
 - **a. Products.** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Products will not be purchased under this Agreement.

b. Fixes and Services Deliverables.

- i. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.
- ii. Pre-Existing Work. All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

- iii. Services Deliverables. Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in the Agreement.
- iv. Affiliates rights. Customer may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.
- c. Non-Microsoft software and technology. Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.
- d. Sample Code. Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.
- e. Restrictions on use. Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.
- f. Reservation of Rights. All rights not expressly granted are reserved to Microsoft.
- g. Supportability of Products. Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.
- **6. TAXES.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, charges or fees or any regulatory cost recovery and other surcharges that are owed under this Agreement and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

7.	ATTACHMENTS:	The following Ex	xhibit(s) and	Schedule(s)	are attached at th	e execution of this	Services Descr	iption:
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Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

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

RK02219-355997-438165

REN_152652430

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

Term

This FNCS will commence on <u>9/26/2021</u> or the date of the last signature below, whichever is later (the "Commencement Date") and shall expire twelve (12) months from the Commencement Date (the "Expiration Date"). This FNCS must be amended prior to the then current Expiration Date of the FNCS. If the term of this FNCS is not extended prior to the then current Expiration Date of this FNCS, in order for Microsoft to continue providing Services, Customer and Microsoft shall agree in writing to a new FNCS identifying the terms upon which Customer and Microsoft agree. The Expiration Date of this FNCS shall not exceed the Expiration Date of the SD. NOTE: The SD shall be amended and the Period of Performance of the SD extended only by an amendment to the SD prior to the then-current Expiration Date of the SD.

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

a. Fee Summary

Services Summary	Price (US\$)		
Country: United States	\$189,544		
Total	\$189,544		

b. Services by Support Location

Description of Services

- Problem Resolution Hours (50 Hours)
- Support Account Management (250 Hours)
- Support Assistance (426 Hours)
- Onsite Visit (6)

2. CUSTOMER CONTACTS

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

CSM Name:	
Address:	
Phone:	
Email:	

3. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Jim Echsner

Address: Microsoft Corporation Attn: Jim Echsner

Phone: 858-909-3990

Email: jim.echsner@microsoft.com

[END OF DOCUMENT]



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II. 114. RATIFY Service Agreement No. 202122-246 with Diversified Kitchen Solutions to provide grill soak tank service for cleaning and sanitation at Downey and Warren High Schools from August 4, 2021 through June 30, 2022.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202122-246

an	HIS AGREEMENT made and entered into this 4th of August , 2021 by and etween Diversified Kitchen Solutions , hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually gree as follows:					
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Grill soak tank service for cleaning and sanitation					
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$4,286.23, not to exceed \$5,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.					
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.					
4.	Term. The term of this agreement begins August 4, 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:

- 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	District	
Service Agreement No.	202122-246	

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>Attornev's Fees.</u> If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 12. <u>DISTRICT's Right of Retention.</u> DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
- 13. <u>Incorporation by Reference.</u> Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District
Service Agreement No. _______202122-246

Page 3 of 4

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

Name:

Dept.:

SERVICE PROVIDER

Diversified Kitchen Solutions

DISTRICT

Downey Unified School District

11627 Brookshire Ave.

Purchasing & Warehouse Director

11627 Brookshire Ave. Downey, CA 90241	Address:	5642 Scha	eefer Ave.
Contact: Darren Purseglove	Contact:	Alan Insell	berg
(562)469-6531/dpurseglove@dusd.net	Phone/email:	The second secon	131 / alan@dkssolutions.com
IN WITNESS WHEREOF, this Agreeme named parties, on the date indicated bel	nt has been ac low:	cepted a	nd agreed by the below
DISTRICT	SER	VICE PR	OVIDER
DOWNEY UNIFIED SCHOOL DISTRIC	Diver	sified Kitche	en Solutions
	7 7	Vom :	= 0
Signature	Sign	ature	
Print Name: Christina Aragon	Prin	t Name:	Alan Inselberg
Print Title: Associate Superintendent Business Services	Prir	t Title:	Vice-President
Date: 9/7/2021	Date	e:	07.20.2021
District use	only below lin	10	
Account Number to be Charged 13.0-5310	00.0-00000-37000-5630	0-4250000; 1	3.0-53100.0-00000-37000-5630-4260000
-			
Marc Milton, Director of Food Service Name and Title of Site Administrator-Ple	ase print		
Name and Thie of Oile Administrator-1 le	ase print		
Cignoture of Cite Administrator			7/15/21
Signature of Site Administrator			Date
Signature of Program Director ONLY IF	using categoric	cal funds	Date
Downey Unified School District Service Agreement No202122-246			Page 4 of 4



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II. 115. RATIFY Amendment #3 to the Los Angeles County Foster Youth Data Sharing Memorandum of Understanding with the Los Angeles County Office of Education, effective August 2, 2021.

Supporting Documents



AMENDMENT #3

TO

LOS ANGELES COUNTY FOSTER YOUTH DATA SHARING MEMORANDUM OF UNDERSTANDING LOS ANGELES COUNTY OFFICE OF EDUCATION

AND

Downey Unified School District

This Memorandum of Understanding, referred to as "MOU between the Los Angeles County Office of Education (LACOE) and the Downey Unified School District hereinafter referred to as "Agency" shall be amended to include services as indicated below:

Closing the Digital Divide Initiative

PREAMBLE

The purpose of this amendment is to support closing the Digital Divide for K12 students in LA County.

Under the Local Control Funding Formula (LCFF), one of LACOE's identified state priorities, to be developed through its Local Control and Accountability Plan (LCAP), is to coordinate services.

The educational institutions that choose to participate in this amendment desire to close the Digital Divide for K12 students and their families.

RECITALS

WHEREAS, LACOE has entered into a Non-Disclosure Agreement (NDA) with Charter Communications Operating, LLC, through which LACOE will coordinate data gathering from partnering school districts to assess which household addresses lack bandwidth at home. LACOE may also enter into similar agreements with other Internet Providers for the same purpose.

An excerpt from the NDA between LACOE and Charter introductory paragraph is below:

The Non-Disclosure Agreement ("NDA") [is] between Charter Communications Operating, LLC, on behalf of itself and its affiliates ("Provider/Requestor") and the Los Angeles County Office of Education ("LACOE"), who for purposes of this NDA will act as an intermediary between the Provider/Requestor and LA County School Districts. Unless a family has opted out of providing Directory Information, defined below, the participating school districts in LA County may disclose directory information about students ("Directory Information") to specific parties through written requests.

Provider/Requestor is interested in developing programming to deliver to participating school districts in LA County households access to Internet services and related customer

Educational Passport System Memorandum of Understanding Downey Unified School District Revised 07/2021 Contract # C-21716

support in order to eliminate broadband accessibility as a barrier to digital learning and to provide access to enrich a student's academic experience (the "Program").

In order to deliver Program services, Provider/Requestor requests that LACOE ask that the participating school districts in LA County release the following Directory Information: Student Home Address. Provider/Requestor will in turn provide LACOE a listing by address of all those addresses that do not currently have Internet Service with the Provider/Requestor. Furthermore, Provider/Requestor will identify [for] such addresses the type of Internet Service the Provider/Requestor is capable of providing.

The Parties hereby agree as follows:

- LACOE will enter into an amendment to the Foster Youth Data Sharing MOU (EPS) with partner district Downey Unified School District agreeing to share student home address, ssid, name, school, district, demographic, and free and reduced price meal eligibility data with LACOE via the Educational Passport System (EPS) for all district students for the purpose of this amendment.
- 2. LACOE will then assign a non-identifying identifier to the data that links to the student on the LACOE database.
- 3. LACOE will then extract the non-identifying identifier and its address data to share with the Provider/Requestor.
- 4. Provider/Requestor will identify student addresses that lack broadband access, and or addresses that receive inadequate bandwidth (<25mb down, <6mb up).
- 5. Provider/Requestor will return that information to LACOE.
- LACOE will then identify which of those households qualify for free and reduced price meals.
- 7. LACOE will use the same file of de-identified addresses to work with LA County to identify those addresses that have family members that qualify for public assistance. LACOE would then work with the County to try to identify funding or resources for no cost access for these families to gain Internet access at that address.

Additionally, LACOE will work with partners, LA County, philanthropists, districts, and others to identify the costs of providing funding to provide access at those addresses that currently lack access. This may be through a formal Request For Proposal (RFP) or other mechanism to provide access.

*Plea	se check the Digital Divide Initiative item to in other selections):	participate; (previous MOU amendments
	Foster Youth	
	Homeless Youth	
	Electronic Cumulative Folder System for share within your district or with other of	r all students (Scanned documents you can fistricts upon student transfers).
	Student data for those receiving services well as district wide student data for con	from Community Schools Initiative (CSI) as aparison purposes related to CSI services.
	Digital Divide Initiative: Student dire data for students in need of Broadban Divide. (See below for details on amen	ctory information and associated eligibility d access at home in order to close the Digital dment.)
Amer	ndment(s) shall be deemed updated/revis	tes set forth in the original MOU and/or prior ed, if necessary, to be compatible with this the original MOU and/or prior Amendment(s)
APPR	ROVED AND ACCEPTED FOR Downey I	Unified School District
John	A. garcia, Jr. Signature	Aug 2, 2021
	Signature	Date
Joh	nn Garcia	
	Print Name & Title Superintendent	
jgarc	cia@dusd.net	562-469-9510
	Email	Contact Number
APPR	ROVED AND ACCEPTED FOR LOS ANG	ELES COUNTY OFFICE OF EDUCATION
Signa	ture: Terri Lyttaker (Jul 29, 2021 14:21 PDT)	_{Date:} Jul 29, 2021
	Terri Lyttaker, Controller	ROC 7/23/2018
Me		



Printed: 09/02/2021 07:36 AM

II. 116. RATIFY the advertisement for Request for Qualifications/Proposals (RFQ/P) #2021/2022-01 for Preconstruction and Lease-Leaseback Services for the Construction of a New Two-Story Classroom Building at Stauffer Middle School, to be charged to Measure O Bond Funds.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

September 7, 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:

PRECONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR THE

CONSTRUCTION OF A NEW CLASSROOM BUILDING AT STAUFFER

MIDDLE SCHOOL

ACTION ITEM

Board of Education ratification is requested to advertise for requests for qualifications/proposals (RFQ/P's) from lease-leaseback contractors for preconstruction and lease-leaseback construction services for the construction of a new two-story classroom building at Stauffer Middle School.

This request is in keeping with the Board of Education's passing of Resolution 202021-08, Adopt a Uniform System of Prequalifying and Rating Prospective Bidders for Certain Construction Projects.

This project will be constructed using the lease-leaseback project delivery method approved for use by the Board of Education at the meeting of September 9, 2019.

The project consists of construction of a new 19,000 square foot classroom building, to include 15 student classrooms, student and faculty restrooms, two stairways, and an elevator.

The estimated construction budget for this project is \$14 million.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the advertisement for Request for Qualifications/Proposals (RFQ/P) #2021/2022-01 for Preconstruction and Lease-Leaseback Services for the Construction of a New Two-Story Classroom Building at Stauffer Middle School, to be charged to Measure O Bond Funds.



Printed: 09/02/2021 07:36 AM

II. 117. ACCEPT and APPROVE the renewal and use of the Corona-Norco Unified School District Bid No. 2018/18-023 for Just-In-Time Office and Classroom Supply with Spicers Paper, Inc., Santa Fe Springs, in the estimated amount of \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, terms and conditions.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

September 7, 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 OFFICE AND CLASSROOM SUPPLY -

CORONA-NORCO UNIFIED SCHOOL DISTRICT

ACTION ITEM

Board of Education approval is requested to accept and approve the use of a piggyback bid awarded by the Corona-Norco Unified School District to Spicers Paper, Inc., Santa Fe Springs, for the purchase of office copy paper, as needed by the District.

The use of this bid will continue to allow the District to take advantage of large volume discounts. The District will use the piggyback bid to purchase copy paper for use as needed throughout the fiscal year.

The bid has been renewed by the Corona-Norco Unified School District and is effective January 23, 2021 through January 22, 2022.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the renewal and use of the Corona-Norco Unified School District Bid No. 2018/18-023 for Just-In-Time Office and Classroom Supply with Spicers Paper, Inc., Santa Fe Springs, in the estimated amount of \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, terms and conditions.



Printed: 09/02/2021 07:36 AM

II. 118. ACCEPT and APPROVE the use of the Long Beach Unified School District Bid No 02-1920 for the Purchase of White Xerographic Paper with Liberty Paper, Los Angeles, in the estimated annual amount of \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, term and conditions.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

September 7, 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 WHITE XEROGRAPHIC PAPER

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback bid awarded by the Long Beach Unified School District to Liberty Paper, Los Angeles, for the purchase of white xerographic paper as needed by the District.

The use of this bid will allow the District to take advantage of large volume discounts. The District will use the piggyback bid to purchase copy paper for use as needed throughout the fiscal year.

The bid is effective July 31, 2021 through July 31, 2022.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Long Beach Unified School District Bid No. 02-1920 for the Purchase of White Xerographic Paper with Liberty Paper, Los Angeles, in the estimated annual amount of \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, terms and conditions.



Printed: 09/02/2021 07:36 AM

II. 119. ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-18-70-2070N with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for Global Data Center, Inc. products, in the anticipated amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, terms and conditions.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

September 7, 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:

CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT FOR INFORMATION TECHNLOLGY GOODS AND SERVICES - DIGITAL

NETWORKS GROUP, INC.

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a California Multiple Award Schedule (CMAS) contract for the purchase of various information technology items and services for purchase and installation at schools and offices throughout the District.

The State of California approves the use of the California Multiple Award Schedule (CMAS) program by local public agencies for both information technology products and services and non-information technology commodity products. The Los Angeles County Office of Education also allows the use of CMAS pricing in lieu of the formal bidding requirement. The use of this contract will allow the Downey Unified School District to take advantage of District approved information technology items and related services without having to invest in the lengthy and costly process of advertised bidding. Items will be ordered through the local authorized distributor, Digital Networks Group, Inc., Lake Forest.

The contract is valid through December 6, 2021.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-18-70-2070N with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for Global Data Center, Inc. products, in the anticipated amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, terms and conditions.



Printed: 09/02/2021 07:36 AM

II. 120. ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-19-70-2070T with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for SYNNEX Corporation products, in the anticipated amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, term and conditions.

Supporting Documents



Business Services

DATE:

September 7, 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:

CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT FOR INFORMATION TECHNLOLGY GOODS AND SERVICES – DIGITAL

NETWORKS GROUP, INC.

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a California Multiple Award Schedule (CMAS) contract for the purchase of various information technology items and services for purchase and installation at schools and offices throughout the District.

The State of California approves the use of the California Multiple Award Schedule (CMAS) program by local public agencies for both information technology products and services and non-information technology commodity products. The Los Angeles County Office of Education also allows the use of CMAS pricing in lieu of the formal bidding requirement. The use of this contract will allow the Downey Unified School District to take advantage of District approved information technology items and related services without having to invest in the lengthy and costly process of advertised bidding. Items will be ordered through the local authorized distributor, Digital Networks Group, Inc., Lake Forest.

The contract is valid through September 26, 2024.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-19-70-2070T with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for SYNNEX Corporation products, in the anticipated amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, terms and conditions.



Printed: 09/02/2021 07:36 AM

II. 121. AWARD Bid #21/22-05, Purchase of Welding Equipment and Related Supply Items for the K12 Strong Workforce Welding Program, to Matheson Tri-Gas, Inc., Long Beach, in the amount of \$319,944.25, to be charged to the K12 Strong Workforce Grant.

Supporting Documents



Business Services

DATE:

September 7, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

PURCHASE OF WELDING EQUIPMENT AND SUPPLIES - K12

STRONG WORKFORCE PROGRAM

ACTION ITEM

Board of Education approval is requested to award Bid #21/22-05 for the purchase of brand-specific welding equipment and related supply items based on the K12 Strong Workforce Program for Los Angeles and Orange Counties Grant for use by Welding Program students, which received Board authorization at the meeting of June 15, 2021.

Bids were requested from five potential suppliers familiar with the unique needs of the District, including the solicitation of a specific brand of welding equipment (Miller) in order to match products already in use at the community college and industry levels, approved by resolution at the same meeting as mentioned above. The bid included equipment and related supply items.

One bidder responded by the 11:00 a.m. deadline of August 13, 2021. The sole bidder, Matheson Tri-Gas, Inc., Long Beach, provided a complete bid with pricing that was better than a current piggyback contract from a competitor, thus saving the program approximately \$15,000.00. The company will also provide additional services, including delivery, set up, installation, and training of teachers on proper use of the equipment.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Bid #21/22-05, Purchase of Welding Equipment and Related Supply Items for the K12 Strong Workforce Welding Program, to Matheson Tri-Gas, Inc., Long Beach, in the amount of \$319,944.25, to be charged to the K12 Strong Workforce Grant.



Printed: 09/02/2021 07:36 AM

II. 123. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-47, Exterior Painting at Pace Education Center, with Hendrix Painting, Inc., Long Beach, in the amount of \$4,000.00, to be charged to Capital Outlay Funds.

Supporting Documents



Business Services

DATE:

September 7, 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: EXTERIOR PAINTING AT PACE EDUCATION CENTER

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-47 for the exterior painting of the Pace Education Center, which received Board approval to award on July 1, 2021.

The above change reflects a 7% increase to the original value of the contract due to changes and/or additions to the project, which includes the addition of interior painting of two buildings, which were not part of the original plans and specifications.

The increase associated with the above changes is \$4,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-47, Exterior Painting at Pace Education Center, with Hendrix Painting, Inc., Long Beach, in the amount of \$4,000.00, to be charged to Capital Outlay Funds.



Printed: 09/02/2021 07:36 AM

II. 124. ACCEPT as complete Bid #20/21-05, Asphalt Repair Work at Price Elementary School and Warren High School, with Century Paving, Inc., La Mirada, in the final amount of \$167,050.00, 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:

September 7, 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:

ASPHALT REPAIR WORK AT PRICE ELEMENTARY SCHOOL AND

WARREN HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Bid #20/21-05 for asphalt repairs and/or replacement work at Price Elementary School and Warren High School, which received authorization to award 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 Bid #20/21-05, Asphalt Repair Work at Price Elementary School and Warren High School, with Century Paving, Inc., La Mirada, in the final amount of \$167,050.00, 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.



Printed: 09/02/2021 07:36 AM

II. 125. ACCEPT as complete Agreement for Construction Service (Small Projects) No. 202122-47 for exterior painting of the Pace Education Center, with Hendrix Painting, Inc., Long Beach, in the final amount of \$59,850.00, to be charged to Capital Outlay 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:

September 7, 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: EXTERIOR PAINTING AT PACE EDUCATION CENTER

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-47 for exterior painting of the Pace Education Center, which received Board ratification at the meeting of July 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. 2022122-47 for exterior painting of the Pace Education Center, with Hendrix Painting, Inc., Long Beach, in the final amount of \$59,850.00, to be charged to Capital Outlay 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.



Printed: 09/02/2021 07:36 AM

II. 126. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-59 to remove and replace campus drinking fountains at the Downey Adult School with Pro-Craft Construction, Inc., Redlands, in the final amount of \$17,974.36, to be charged to the Adult School Fund; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



Supporting Documents



Business Services

DATE:

September 7, 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 CAMPUS DRINKING FOUNTAINS

AT THE DOWNEY ADULT SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-59 to remove and replace drinking fountains at the Downey Adult School, which received ratification at the meeting of July 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. 202122-59 to remove and replace campus drinking fountains at the Downey Adult School with Pro-Craft Construction, Inc., Redlands, in the final amount of \$17,974.36, to be charged to the Adult School Fund, and;

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



Printed: 09/02/2021 07:36 AM

II. 127. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-61, to furnish and install District standard flooring in the computer lab at Warren High School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$4,762.00, 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:

September 7, 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: FLOORING INSTALLATION AT WARREN HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-61 to furnish and install District standard flooring in the computer lab at Warren High School, which received Board ratification at the meeting of July 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. 202122-61, to furnish and install District standard flooring in the computer lab at Warren High School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$4,762.00, 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.



Printed: 09/02/2021 07:36 AM

II. 128. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-140, to furnish and install window film on administration building windows at Sussman Middle School, with Campbell Window Film, Huntington Beach, in the final amount of \$15,500.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

September 7, 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:

WINDOW FILM INSTALLATION ON ADMINISTRATION BUILDING AT

SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-140 to furnish and install window film on the administration building windows at Sussman Middle School, which received Board approval at the meeting of August 3, 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. 202122-140, to furnish and install window film on administration building windows at Sussman Middle School, with Campbell Window Film, Huntington Beach, in the final amount of \$15,500.00, 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.



Printed: 09/02/2021 07:36 AM

II. 129. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-142 for tree trimming services at Carpenter Elementary School with V&E Tree Service, Inc., Orange, in the final amount of \$14,000.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

September 7, 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 CARPENTER ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-142 for tree trimming services at Carpenter Elementary School, which received Board ratification at the meeting of August 3, 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. 202122-142 for tree trimming services at Carpenter Elementary School with V&E Tree Service, Inc., Orange, in the final amount of \$14,000.00, 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.



Printed: 09/02/2021 07:36 AM

II. 130. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-154 to make repairs and upgrades to a gas main enclosure area at Columbus High School with McCullah Fence Co., Bell Gardens, in the final amount of \$3,440.00, 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:

September 7, 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:

REPAIRS AND UPGRADES TO GAS MAIN ENCLOSURE AREA AT

COLUMBUS HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-154 to make repairs to a gas main enclosure near the gymnasium at Columbus High School, which received Board ratification at the meeting of August 3, 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. 202122-154 to make repairs and upgrades to a gas main enclosure area at Columbus High School with McCullah Fence Co., Bell Gardens, in the final amount of \$3,440.00, 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.



Printed: 09/02/2021 07:36 AM

II. 131. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-155 for tree trimming and removal services at Price Elementary School with George's Tree & Landscape Service, Downey, in the final amount of \$14,000.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



Supporting Documents



Business Services

DATE:

September 7, 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 REMOVAL AND TRIMMING AT PRICE ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-155 for tree trimming and removal services at Price Elementary School, which received Board ratification at the meeting of August 3, 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. 202122-155 for tree trimming and removal services at Price Elementary School with George's Tree & Landscape Service, Downey, in the final amount of \$14,000.00, 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.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 132. APPROVE the transfer of funds from the General Fund 01.0 to the Special Reserve for Technology Fund 40.2, in the amount of \$1,500,000.00.

Supporting Documents



Downey Unified School District

Business Services

DATE:

September 7, 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 GENERAL FUND TO THE SPECIAL

RESERVE TECHNOLOGY FUND 40.2, 2020-21

ACTION ITEM

The District is committed to fund additional projects identified within the District's Technology Plan. These funds in the amount of \$1,500,000 will be transferred to the Technology Fund prior to closing the fiscal year 2020-21.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the transfer of funds from the General Fund 01.0 to the Special Reserve for Technology Fund 40.2, in an amount of \$1,500,000.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 133. APPROVE the transfer of funds from the Restricted Routine Repair and Maintenance Program to the Deferred Maintenance Fund in the amount of \$714,840.00.

Supporting Documents



Downey Unified School District

Business Services

DATE:

September 7, 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 RESTRICTED ROUTINE REPAIR

AND MAINTENANCE PROGRAM 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 \$714,840.00 from the Restricted Routine Repair and Maintenance Program to the Deferred Maintenance Fund. 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 Restricted Routine Repair and Maintenance Program to the Deferred Maintenance Fund in an amount of \$714,840.00.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM Printed: 09/02/2021 07:36 AM

II. 134. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.

Supporting Documents



Certificated



Classified (2)

A. Employments

Employee	Assignment	Salary Rate	Service Begins
Acosta, Lori Ann	Counselor Downey Temporary	\$75,151	8/01/2021- 6/03/2022
Alvarez, Gary	Teacher – CTE College & Career Temporary	\$50.60 Per Hour	8/09/2021- 6/03/2022
Ambroff, Amanda	Teacher Online School – (Ward) Temporary	\$65,206	8/09/2021- 6/03/2022
Amezcua, Zareli	Teacher – EI Alameda Temporary	\$70,006	8/09/2021- 6/03/2022
Ball, Lisa	Teacher Online School – (Alameda Temporary	\$67,374)	8/09/2021- 6/03/2022
Baltazar, Arlene	Teacher Stauffer 50% / V.A. 50% Temporary	\$65,206	8/09/2021- 6/03/2022
Barber, D'Shalen	TOSA – Dean Downey Temporary	\$67,393	8/09/2021- 6/03/2022
Blazak, Molly	Teacher Lewis Temporary	\$72,184	8/09/2021- 6/03/2022
Brumfield, Vanessa	Teacher Downey Temporary	\$67,838	8/09/2021- 6/03/2022
Cabello, David	Teacher – SDC Online School – (Pace) Temporary	\$58,678	8/09/2021- 6/03/2022

Employee	Assignment	Salary Rate	Service Begins
Calderon Rodriguez, David	Counselor – V.A. Pace Temporary	\$79,638	8/02/2021- 6/03/2022
Canales, Lizette	Clinical School Therapist Special Education Temporary	\$76,539	8/09/2021- 6/03/2022
Cervantes, Carlos	Teacher – CTE College & Career Temporary	\$47.60 Per Hour	8/09/2021- 6/03/2022
Davis, Wesley	Teacher – RSP Downey Temporary	\$67,393	8/09/2021- 6/03/2022
Douglas, Manuel	Teacher – SDC Doty Temporary	\$76,094	8/09/2021- 6/03/2022
Dupuy, Jacob T.	Teacher – APE Special Education Temporary	\$76,539	8/09/2021- 6/03/2022
Ellis, Matthew	Teacher Warren 60% / V.A. 40% Temporary	\$67,393	8/09/2021- 6/03/2022
Figueroa, Lizbeth	Psychologist Intern Special Education Intern	\$120.00 Per Day	8/09/2021- 6/03/2022
Flores, Patricia	Teacher Carpenter \$67,393	\$67,393	8/09/2021- 6/03/2022
Garcia, Mariana	Psychologist Intern Special Education Intern	\$120.00 Per Day	8/09/2021- 6/03/2022

Employee	Assignment	Salary Rate	Service Begins
Garfias, Alexis	Teacher Warren Temporary	\$67,393	8/09/2021- 6/03/2022
Gutierrez, Christopher	Teacher Downey Temporary	\$63,034	8/09/2021- 6/03/2022
Gutierrez, Katie	Teacher Doty Temporary	\$67,393	8/09/2021- 6/03/2022
Hayes, John	Teacher CIA Elementary Temporary	\$63,034	8/09/2021- 6/03/2022
Heredia, Sarah	Teacher Griffiths Temporary	\$63,034	8/09/2021- 6/03/2022
Jimenez, Diana	Teacher – Dual Immersion Carpenter Temporary	on \$63,034	8/09/2021- 6/03/2022
Jones, Keshila	Teacher – SDC Online – (Pace) Temporary	\$76,094	8/09/2021- 6/03/2022
Jovel, Abigail	Teacher – Dual Immersion Carpenter Temporary	on \$87,374	8/09/2021- 6/03/2022
Katusha, James	Teacher – RSP Downey Temporary	\$72,184	8/09/2021- 6/03/2022
Lambert, Christianne	Teacher – RSP Griffiths Temporary	\$76,539	8/09/2021- 6/03/2022

Employee	Assignment	Salary Rate	Service Begins
Larios, Andrea	Vice Principal Lewis	\$122,821	8/24/2021
Leonard, Adam	Teacher Warren Temporary	\$76,539	8/09/2021- 6/03/2022
Lostetter, Matthew	Teacher Downey Temporary	\$67,393	8/09/2021- 6/03/2022
Luevanos, Yessenia	Teacher RSP Warren	\$67,838	8/09/2021- 6/03/2022
Maldonado, Julia	Teacher Downey 60% / V.A. 40% Temporary	\$69,561	8/09/2021- 6/03/2022
Martinez Lopez, Emely	Teacher – SDC Unsworth Temporary	\$67,393	8/09/2021- 6/03/2022
Martinez, Janet	Teacher – Dual Immersion Carpenter Temporary	\$76,539	8/09/2021- 6/03/2022
Martinez, Michael Angel	Teacher – RSP Warren Temporary	\$63,034	8/09/2021- 6/03/2022
Martinez, Monica	Teacher – RSP Downey Temporary	\$80,434	8/09/2021- 6/03/2022
Mazariego Parga, Victa	Psychologist Intern Special Education Intern	\$120.00 Per Day	8/09/2021- 6/03/2022

Employee	Assignment	Salary Rate	Service Begins
Mazariegos, Bryan	Teacher – CTE College & Career Temporary	\$47.60 Per Hour	8/09/2021- 6/03/2022
McCrory, Sarah	Teacher – RSP Gallatin Temporary	\$78,227	8/09/2021- 6/03/2022
McFaddin, Ryan	Teacher Stauffer Temporary	\$63,034	8/09/2021- 6/03/2022
Mendoza, Gabriela	Teacher Doty Temporary	\$67,393	8/09/2021- 6/03/2022
Menjivar-Guillen, Maria	Teacher Online School-(Price) Temporary	\$80,879	8/09/2021- 6/03/2022
Molina Hernandez, Paula	Teacher – Dual Immersion Carpenter Temporary	\$63,034	8/09/2021- 6/03/2022
Molina, Marlene	Teacher – SDC Stauffer Temporary	\$58,678	8/09/2021- 6/03/2022
Montgomery, Magdalen	Teacher – RSP Downey Temporary	\$63,034	8/09/2021- 6/03/2022
Morales, Annette	Clinical School Therapist Special Education Temporary	\$72,184	8/09/2021- 6/03/2022
Morales, Kara	Teacher Rio San Gabriel Temporary	\$67,374	8/09/2021- 6/03/2022

Employee	Assignment	Salary Rate	Service Begins
Moy, Hayden	Teacher – RSP Downey Temporary	\$67,393	8/09/2021- 6/03/2022
Navarro, Javier	Teacher Doty Temporary	\$67,393	8/09/2021- 6/03/2022
Paz, Eduardo	Teacher Sussman Temporary	\$65,206	8/09/2021- 6/03/2022
Perez-Castor, Martha	Clinical School Therapist Special Education Temporary	\$72,184	8/09/2021- 6/03/2022
Pfirrmann, Michelle	SLP Special Education Temporary	\$72,184	8/09/2021- 6/03/2022
Ramirez, Nathalie	Teacher – ASL Downey Temporary	\$58,678	8/09/2021- 6/03/2022
Ramos, Brianna	Teacher Rio Hondo Temporary	\$65,206	8/09/2021- 6/03/2022
Robles-Rodriguez, Monic	a Clinical School Therapist Special Education Temporary	\$76,539	8/09/2021- 6/03/2022
Roche, John	Teacher CIA Elementary Temporary	\$63,034	8/09/2021- 6/03/2022
Romero, Jasmine	Psychologist Intern Special Education Intern	\$120.00 Per Day	8/09/2021- 6/03/2022

Employee	Assignment	Salary Rate	Service Begins
Rosado, Cynthia	Clinical School Therapist Special Education Temporary	\$76,539	8/09/2021- 6/03/2022
Ruswick, Rebekah	Director Special Education	\$147,930	8/17/2021
Saldivar, Lizette	SLP Special Education Temporary	\$67,838	8/09/2021- 6/03/2022
Saucedo, Jessica	TOSA – Dean Downey Temporary	\$76,539	8/09/2021- 6/03/2022
Schuldt, Joseph	Teacher Sussman Temporary	\$72,184	8/09/2021- 6/03/2022
Silverman, Kim	Teacher – CTE College & Career Temporary	\$49.61 Per Hour	8/09/2021- 6/03/2022
Sosa, Yvonne	Teacher Lewis Temporary	\$74,353	8/09/2021- 6/03/2022
Solis, Sylvia	Teacher – Dual Immersion Carpenter Temporary	n \$71,739	8/09/2021- 6/03/2022
Sullivan, Caitlyn	Teacher – El Alameda Temporary	\$63,034	8/09/2021- 6/03/2022
Trinh, Antwan	Techer Itinerant DHH Temporary	\$67,393	8/09/2021- 6/03/2022

A. Employments (cont.)

Employee	Assignment	Salary Rate	Service Begins
Vaquerano, Maria	Clinical School Therapist Special Education Temporary	\$85,202	8/09/2021- 6/03/2022
Villalobos, Eric Leroy	Teacher Warren Temporary	\$58,678	8/09/2021- 6/03/2022
Willey, Melissa	Teacher Stauffer Temporary	\$63,034	8/09/2021- 6/03/2022
Wong, Sandra	Psychologist Special Education Temporary	\$108,397	8/02/2021- 6/30/2022

I. CERTIFICATED

B. Employments (Temporary)

			Service	
Employee	Assignment	Salary Rate	Begins	_

DISTRICT INTERVIEW PANELS - District, \$37.30 Per Hour, 7/01/21-8/07/21

Flores, James Mendenhall, Danielle Neill, Leslie Ozima, Carole Welch, Kevin

ESY CLASS PRESENTATION - Downey, \$150.00 Per Day, 6/02/21-8/07/21

Nelson, Christopher Yamasaki, Glenn

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
	, icongriment	odiary ridio	Degino
PLAYOFFS - Warren, 2	2020-21 School Year		
Buell, Joshua	Golf Boys-Team	\$357.22	
Buell, Joshua	Golf Boys-Ind.	\$334.89	
Del Rosario, Conrad	Tennis Head Boys-Team	\$714.43	
Dussan, Liliana	Soccer Head Girls-Team	\$178.61	
Francisco, George	Tennis Boys-Team	\$714.43	
Holder, Jessie	Volleyball Boys-Team	\$535.82	
Lane, Scott	Volleyball Var Boys-Team	\$535.82	
Mercado, David	Baseball-Team	\$357.22	
Pearson, Scott	Baseball Head-Team	\$357.22	
Porter, Sandra	Tennis Head Girls-Team	\$357.22	
Salazar, Jairo	Soccer Girls-Team	\$178.61	
Schmid, Tina	Golf Head Boys-Team	\$357.22	
Schmid, Tina	Golf Head Girls-Ind.	\$334.89	
Singh, Daniel	Track Assist. Boys-Ind.	\$223.26	
Sonico, Kendall	Volleyball Boys-Team	\$535.82	
Soto-Castillo, Karlo	Soccer Boys-Team	\$357.22	
Starksen, Mary	Softball Head-Team	\$357.22	
Trejo, Raymond	Tennis Girls-Team	\$357.22	
Waldron, Jay	Track Head Girls-Ind.	\$223.26	

PRESCHOOL PROGRAM INTERVIEW PANEL - District, \$150.00 Per Day, 6/02/21-8/07/21

Cook, Nicole

SPECIAL EDUCATION INTERVIEWS - Downey, \$37.30 Per Hour, 6/02/21-8/07/21

Davis, Dexter Flores, Natalie Rand, Mark

C. Leave of Absence

Employee	From	То	Effective
Gomez, Susan	Teacher – Dual Immersior Carpenter \$76,687	n AB375 – Child Bonding	8/15/21- 8/27/21
Higgins, Natalie	Teacher DHH \$80,859	AB375 – Child Bonding	9/02/21- 11/19/21
Jensen, Danicka	Teacher – SBC Rio San Gabriel \$82,202	AB375 – Child Bonding	8/09/21- 10/29/21
Menendez, Cindy	Teacher – RSP Doty \$109,253	AB375 – Child Bonding	8/09/21- 8/20/21
Venegas, David	Teacher – SDC Sussman \$76,064	AB375 – Child Bonding	8/09/21- 10/29/21

D. Reassignments

Employee	From	То	Effective
Bochove, Cynthia	Teacher – 100% Warren \$94,650	Teacher – 80% Warren \$94,650	8/09/21
Carter, Dina	Teacher Stauffer \$103,354	Teacher – Cat. Re Stauffer \$103,354	es.8/09/21
Casalegno, Vonnie	Teacher – RSP Stauffer \$103,354	Teacher Spec. CIA Elementary \$103,354	8/09/21

D. Reassignments (cont.)

Employee	From	То	Effective
Dekker, Jenise	AB375 – Child Bonding	Teacher Rio San Gabriel \$86,929	8/09/21
Diaz, Gladys	Vice Principal Gallatin \$123,721	Interim Principal Online – (Pace) \$140,259	7/01/21
Duarte, Evelyn	AB375 – Child Bonding	Teacher RSP/SDC Sussman \$85,202	8/09/21
Farina, Daniel	Teacher – RSP Downey \$84,757	Teacher Downey \$84,757	8/09/21
Flores, James	Teacher Instructional Support \$73,892	Teacher CIA Elementary \$76,058	8/09/21
Fishman, Anna Beth	Teacher Rio San Gabriel \$103,354	TOSA – Teacher Strengths 50% / DEA 25% \$103,354	8/09/21
Francis, Tami	Vice Principal Lewis \$123,721	Vice Principal Old River \$123,721	7/01/21
Ganser, Cindy	Vice Principal Alameda \$124,621	VP on Special Assignment Special Education \$124,621	7/01/21
Guardado, Lorena	AB375 – Child Bonding	Teacher Rio Hondo \$93,902	8/09/21

AB37 – Chi Bond

D. Reassignments (cont.)

Employee	From	То	Effective
Guzik, Michael	Teacher Doty \$97,056	TOSA – Dean Doty \$97,056	8/09/21
Hocking, Allegra	AB375 – Child Bonding	SLP – 80% Special Education \$80,859	8/09/21
Joachim, Susan	Teacher Imperial \$109,698	Teacher– Cat. Res Imperial \$109,698	. 8/09/21
Johnson, Amber	Teacher Instructional Support \$109,253	Teacher CIA Elementary \$109,253	8/09/21
Johnson, Nanette	Teacher Warren \$103,799	Teacher DIVA \$103,799	8/09/21
King, Jennifer	FMLA W/O Pay	Teacher Downey \$103,799	8/09/21
Lopez, Carrie	Teacher – Cat. Res. Rio Hondo \$109,253	Teacher – Cat. Res Gallatin \$109,253	s.8/09/21
Martinez, Rosio	Teacher Lewis \$109,698	Teacher – Cat. Res Unsworth \$109,698	s.8/09/21
Mills, Hayden	Teacher – SDC Doty \$67,374	Teacher Doty \$69,547	8/09/21
Miyahara, Samantha	AB375 – Child Bonding	Teacher Warren \$93,902	8/09/21

D. Reassignments (cont.)

Employee	From	То	Effective
Moren, Julie	Teacher – 100% Doty \$103,799	Teacher – 80% Doty \$103,799	8/09/21
Nastase, Lauren	Teacher – 80% Downey \$103,799	Teacher – 100% Downey \$103,799	8/09/21
Ortiz, Joseph	Teacher Griffiths \$103,799	TOSA – Dean Warren \$103,799	8/09/21
Quimby, Jason	Teacher Griffiths \$109,253	Teacher – Cat. Res. Griffiths \$109,253	8/09/21
Raridon, Nicole	Prog. Spec. – Spec Assign. – Dean Doty \$112,535	Prog. Spec. – Spec. Assign. – Cat. Res. Doty \$112,535	8/09/21
Ruesga, Alexandra	Teacher – Cat. Res. Imperial \$103,799	Interim – VP Williams 50% / Ward 50% \$115,737	7/01/21
Sanchez, Daniela	AP Downey \$139,359	AP – Spec. Assign. College & Career \$139,359	7/01/21
Sanders, Nicole	Counselor Downey \$118,329	Teacher Downey \$109,253	8/09/21

D. Reassignments (cont.)

Employee	From	То	Effective
Stanley, Barak	Teacher – Cat. Res. Unsworth \$87,961	Interim VP Gallatin \$116,206	7/01/21
Vega, Elizabeth	Teacher Columbus \$97,056	Teacher Griffiths \$97,056	8/09/21
Villa, Cassandra	Teacher Warren \$99,794	Teacher Warren 50% / DEA 50% \$99,794	8/09/21
Worthy, Jessica	AB375 – Child Bonding	Teacher Griffiths \$86,946	8/09/21
Worthy, Jessica	Teacher Griffiths \$84,778	Teacher – Cat. Res. \$86,945	8/09/21

I. CERTIFICATED

E. Terminations

Employee	Assignment	Effective	Reason
Han, Esther	Teacher DHH \$97,065	8/03/21	Voluntary Resignation
Orozco, Donna	Teacher – RSP Griffiths \$78,687	8/03/21	Voluntary Resignation

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Arzate, Zoila	Sr. Instr. AsstBehavior	\$3,445.00 mo.	08/09/21
(Rpl. C. Aguilar)	Ward	(75%)	
Canjura-Galvez, Samara (New Position)	Instruct. Media Tech. Ward	\$3,445.00 mo. (62.5%)	08/02/21
Carrillo Savala, Elizabeth (Rpl. N. Evans)	Bus Driver Transportation	\$21.883 hr. (6 Hours)	08/09/21
Day, Wayne	Custodian	\$3,945.00 mo.	08/02/21
(Rpl. C. Williams)	Operations	(100%)	
Farina, Michelle	Instruct. Media Tech.	\$3,445.00 mo.	08/13/21
(New Position)	Downey High	(62.5%)	
Godoy, Maricella	Sr. Instr. AsstMedical	\$3,613.00 mo.	08/09/21
(New Position)	Lewis	(75%)	
Gutierrez, Julian	Instruct. Media Tech.	\$3,613.00 mo.	08/02/21
(New Position)	Price	(62.5%)	
Hassan, Taqwa	Custodian	\$3,423.00 mo.	08/02/21
(Rpl. J. Torres)	Operations	(100%)	
Hernandez, Christina (New Position)	Sr. Instr. AsstMedical Lewis	\$3,613.00 mo. (75%)	08/09/21
Konegni, Michael	Instruct. Media Tech.	\$3,273.00 mo.	08/02/21
(Rpl. J. Lorenzetti)	Lewis	(62.5%)	
Mendoza Cruz, Ricardo	Sr. Instr. AsstBehavior	\$3,445.00 mo.	08/16/21
(Rpl. R. Frola)	Doty	(81.25%)	
Miranda Loyola, Patricia	Sr. Instr. AsstBehavior	\$3,985.00 mo.	08/09/21
(Rpl. E. Talavera)	Imperial	(75%)	
Ortiz Angeles, Michel (Rpl. C. Campos)	Sr. Instructional Asst. Warren High	\$3,613.00 mo. (81.25%)	08/09/21

A. Employments (Regular) (cont.)

		, ,	
Employee	Assignment	Salary Rate	Service Begins
Ramirez, Crystal (Rpl. M. Hernandez)	TLC Resource Ctr. Asst. Elementary CIA	\$4,286.00 mo. (50%)	08/09/21
Robles, Lishtyeri (Rpl. O. Gutierrez)	TLC Resource Ctr. Asst. Elementary CIA	\$3,886.00 mo. (100%)	08/09/21
Rubio, Karen (Rpl. J. Ramirez)	Sr. Instructional Asst. Old River	\$3,613.00 mo. (81.25%)	08/09/21
FOOD SERVICE ASSIST	<u>ANT</u> - \$14.833 Per Hour, 08	3/09/21	
McLeroy, Trevor Salazar, Yaneth Santoyo, Marisa Silva, Yoselin Wilson, De'Andra	Rio Hondo Sussman Downey High Griffiths Stauffer	3 Hours 3 Hours 3.5 Hours 3.5 Hours 3 Hours	
PHYSICAL EDUCATION	ASSISTANT – Elementary	CIA, 08/09/21, (70%))
Arevalo, Juan Bunma, Sarahvanni Keller Hernandez, Wendy Roman, John		\$3,613.00 mo. \$3,445.00 mo. \$3,794.00 mo. \$3,794.00 mo.	
STUDENT SUPERVISION ASST \$14.000 Per Hour, 08/11/21, 3.5 Hours			

Escalante, Eileen	Ward
Fabela, Alicia	Unsworth
Galindo, Yolanda	Unsworth
Martinez, Lawrence	Gallatin
Martinez, Maresa	Williams
Patino, Lorena	Unsworth
Quiroz, Maria	Unsworth
Rendon, Sunny	Williams
Valdez, Lorena	Ward

B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Aguirre, Marisa (Working out of class as needed)	School Office Mgr. Imperial	\$4,498.00 mo.	08/09/21- 06/30/22
Arvizu, Veronica (Extra Duty)	Sign Lang. Interpreter DHH Program	\$37.408 hr.	07/17/21- 08/06/21
Camacho, Janet (Substitute)	Inter. Clerical Asst. Varies	\$18.883 hr.	08/12/21- 10/29/21
Canjura Galvez, Samara (Extra Duty)	Instruct. Media Tech. Ward	\$19.875 hr.	07/28/21- 07/30/21
Castellanos, Ruth (Extra Duty)	Inter. Clerical AsstBil. DHH Program	\$23.539 hr.	07/01/21- 07/30/21
Chavez, Julia (Working out of class as needed)	Inter. Clerical Asst. Price	\$3,985.00 mo.	08/16/21- 06/30/22
Childress, Christopher (Working out of class as needed)	Utility Worker Unsworth	\$4,172.00 mo.	08/02/21- 06/30/22
Cortez, Richard (Service Dog Stipend)	Sr. Instruct. Asst BC Rio San Gabriel	\$100.00 per ESY period	06/01/21- 07/02/21
Echiveste, Claudia (Substitute)	Inter. Clerical AsstBil. Varies	\$19.362 hr.	07/30/21- 08/27/21
Escobar, Christian	Athletic Trainer Warren High	\$19.500 hr.	07/01/21- 06/30/22
Franco, Leonel (Substitute)	Skilled Trades Asst. Varies	\$20.822 hr.	07/21/21
Frontela, Martha (Working out of class as needed)	School Office Mgr. Rio Hondo	\$4,613.00 mo.	08/16/21- 06/30/22

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Gary, Jeremiah (Working out of class as needed)	Utility Worker Doty	\$4,392.00 mo.	08/02/21- 06/30/22
Gimenez, Ayelen	Fresh. Water Polo Coach Downey High	Not to exceed \$500 per month	07/01/21- 08/31/21
Gonzalez, Diamantina (Working out of class as needed)	Utility Worker Williams	\$4,172.00 mo.	07/01/21- 06/30/22
Gonzalez, Veronica (Extra Duty)	School Office Mgr. Carpenter	\$26.633 hr.	07/26/21- 07/27/21
Hernandez Pineda, Juan	Athletic Trainer Warren High	\$19.500 hr.	07/01/21- 06/30/22
Huerta, Isabelle (Extra Duty)	Sr. Instructional Asst. Downey High	\$22.967 hr.	08/02/21- 08/06/21
Ibarra, Javier (Vaccine Clinic)	Campus Security Asst. Sussman	\$23.539 hr.	07/22/21
Laverde, Jessica (Extra Duty)	Sr. Instr. AsstMedical Downey High	\$21.871 hr.	08/02/21- 08/06/21
Madrigal, Vanessa (Summer School)	Registered Behavior Tech. Special Education	\$29.308 hr.	06/01/21- 07/15/21
Mendizabal, Otto (Working out of class as needed)	Utility Worker Adult School	\$4,392.00 mo.	07/12/21- 06/30/22
Meraz, Guadalupe (Working out of class as needed)	School Office Mgr. Carpenter	\$4,498.00 mo.	07/28/21- 06/30/22
Monarrez, Mabel (Working out of class as needed)	School Office Mgr. Price	\$4,500.00 mo.	08/10/21- 06/30/22

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Newberg, Sharon (Substitute)	Sr. Personnel Tech. Varies	\$29.308 hr.	08/02/21- TBD
Niko, Mataniu (Working out of class as needed)	Utility Worker Adult School	\$4,392.00 mo.	08/02/21- 06/30/22
Noel, Eric (Substitute)	Groundskeeper Varies	\$24.070 hr.	07/28/21- 08/08/21
Park, Randy	Strength & Cond. Coach Warren High	\$19.500 hr.	07/01/21- 06/30/22
Proano, Carlos (Substitute)	Campus Security Asst. Varies	\$19.338 hr.	07/30/21
Sanders, Brently (Substitute)	Comp./Net. Supp. Tech. Varies	\$30.053 hr.	08/12/21- 09/03/21
Santana, Gabriel (Extra Duty)	Sr. Clerical Assistant Special Education	\$24.727 hr.	07/15/21- 07/27/21
Santoyo, Marisa (Substitute)	Food Service Asst. Varies	\$14.883 hr.	08/09/21
Teran, Edison (Substitute)	Custodian Varies	\$19.397 hr.	07/01/21
Villa, Uriel	Fresh. Water Polo Coach Downey High	Not to exceed \$500 per month	07/01/21- 08/31/21
Villalobos, Armony (Substitute)	Attend./Records Clerk Varies	\$23.539 hr.	07/12/21- 07/15/21
Washington, Gregg	Strength & Cond. Coach Warren High	\$19.500 hr.	07/01/21- 06/30/22
Wilcox, Kathryn (Substitute)	Sr. Accounting Tech. Varies	\$34.783 hr.	08/05/21- TBD

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Williams, Malachi (Working out of class as needed)	Utility Worker Rio Hondo	\$3,978.00 mo.	07/06/21- 06/30/22
Zessau, Christian	Athletic Trainer Downey High	\$19.500 hr.	07/01/21- 06/30/22

AVID TUTOR - College & Career Readiness, \$14.000 Per Hour, 07/01/21-06/30/22

Marciano, Jesse Martin, Ashley

CAMPUS SECURITY ASST. - Substitute, Registration, \$23.539 Per Hour

Andreasen, II, Jack	Downey High		08/02/21-08/08/21
Bracey, Kenyon	Downey High		08/02/21-08/08/21
Bravo, Yvette	Warren High		08/01/21-08/05/21
Bromley, Quint	Warren High		08/01/21-08/05/21
Evans, David	Downey High		08/02/21-08/08/21
Gonzales, Samantha	Warren High	\$24.715 hr.	08/01/21-08/05/21
Ibarra, Javier	Sussman		08/02/21-08/06/21
Ortiz, Jesus	Warren High		08/01/21-08/05/21
Schaffer, Karen	Warren High		08/01/21-08/05/21

MUSIC SPECIALIST - Downey High, \$14.000 Per Hour, 08/02/21-06/30/22, Not to exceed 800 hours

Battley, Loren
Briggs, Gary
Carrasco, Zachary
Davies, Glynis
Diaz, Martha
Estrada, Salvador
Golan, Shai
Gonzalez, Samuel
Hutchens, Harry
Kreutel, Tyler
Landeros, Isaac
Lopez, Homer
Mata, Richard

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary	Service
Employee	Assignment	Rate	Begins

MUSIC SPECIALIST - Downey High, \$14.000 Per Hour, 08/02/21-06/30/22, Not to exceed 800 hours (cont.)

Munoz, Anthony Olariu, Joshua Pimental, Louis Rosales, Virgil

MUSIC SPECIALIST - Warren High, \$14.000 Per Hour, 07/27/21-06/30/22, Not to exceed 800 hours

Barrera, Janelle Crespo, Ayme Estrada, Brianna Garcia, Kimberly Makishima, Allen Marin, Jonathan Petersen, Carter Wainwright, Jordan

SR. INSTRUCTIONAL ASST.-BEHAVIOR - Substitute, \$18.883 Per Hour, 08/11/21

Barfield, Jessica Hernandez, Cathy Lomeli, Denise Romero, Florence Santos Moreno, Kellyn Valencia, Alexandra

08/16/21

08/09/21-02/08/22 \$22.990 hr. 07/12/21-07/15/21

STUDENT HELPER - DHH Program, \$14.000 Per Hour, 08/02/21-06/30/22

Aquino Uribe, Katelyn Diaz Cortez, Jeiny Moreno, Leslie Navarro, Jaylessa Nevarez, Andres Perez, Julian Scott, Diamond Tirado, Leslie Torres, Christopher

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
STUDENT SUPERVISION	<u>N ASST.</u> – Substitute, \$	314.000 Per Hour, 0	08/10/21
Abrajan, Edith De La Torre, Raquel Parra, Nadia Reynoso, Paula Tyler, Marta			08/18/21

C. Change of Assignment

Employee	From:	То:	Effective
Alamillo Alamillo, Manuel (Working out of class for regular employee)	Custodian Operations \$3,945.00 mo. (100%)	Utility Worker Rio Hondo \$4,172.00 mo. (100%)	08/11/21- TBD
Alvarado Cisneros, Denisse (Reassignment)	Sr. Instr. AsstBehavior Doty \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Downey High \$3,985.00 mo. (81.25%)	08/09/21
Amezaga, Martha (Working out of class for regular employee)	Sr. Instr. AsstBehavior Downey High \$3,985.00 mo. (81.25%)	Inter. Clerical Asst. Downey High \$4,288.00 mo. (100%)	08/09/21- 12/17/21
Anguiano, Alonso (Increase in Hours)	Instr. AsstComp. Appl. Adult School \$3,273.00 mo. (50%)	Instr. AsstComp. Appl. Adult School \$3,273.00 mo. (75%)	07/01/21
Ayestas, Rosa (Reassignment)	Sr. Instr. AsstMedical Doty \$3,985.00 mo. (81.25%)	Sr. Instr. AsstMedical Lewis \$3,985.00 mo. (81.25%)	08/09/21

Employee	From:	То:	Effective
Baez Castillo, Ana (Reassignment)	Sr. Instr. AsstBehavior Unsworth \$3,613.00 mo. (81.25%)	Sr. Instr. AsstBehavior Stauffer \$3,613.00 mo. (81.25%)	08/09/21
Briceno, Jr., Gerardo (Reassignment)	Sr. Instruct. Asst. Rio Hondo \$3,791.00 mo. (81.25%)	Sr. Instruct. Asst. Sussman \$3,791.00 mo. (81.25%)	08/09/21
Cardenas, Raynette (Reassignment)	Sr. Instr. AsstBehavior Stauffer \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Warren High \$3,985.00 mo. (81.25%)	08/09/21
Carrasco, Leticia (Reassignment) (Rpl. J. Marquess)	Sr. Instr. AsstBehavior Downey High \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Columbus High \$3,985.00 mo. (81.25%)	08/09/21
Cerda, Maria (Reassignment) (Rpl. L. Ortiz)	Food Service Asst. Warren High \$17.994 hr. 3 Hours	Food Service Asst. Carpenter \$17.994 hr. 3 Hours	08/09/21
Chavez, Amanda (Reassignment)	Sr. Instr. AsstBehavior Unsworth \$3,791.00 mo. (75%)	Sr. Instr. AsstBehavior Stauffer \$3,791.00 mo. (81.25%)	08/09/21
Chavez, Corrine (Working out of class until positon is filled)	Food Service Asst. II Lewis \$19.338 hr. 5 Hours	Food Service Supv. I Ward \$20.780 hr. 7.5 Hours	08/04/21- TBD
Concha, Thomas (Working out of class until positon is filled)	Custodian Operations \$4,145.00 mo. (100%)	Plant Grounds Asst. Warren High \$4,392.00 mo. (100%)	08/10/21- TBD

Employee	From:	То:	Effective
De Sena, Leysa (Reassignment)	Sr. Instr. AsstMedical Doty \$3,985.00 mo. (81.25%)	Sr. Instr. AsstMedical Downey High \$3,985.00 mo. (81.25%)	08/09/21
Drinkard, Joana (Reassignment) (Rpl. M. Garcia Hemandez)	Food Service Asst. II Gauldin \$19.338 hr. 4 Hours	Food Service Asst. II Warren High \$19.338 hr. 4 Hours	08/09/21
Escalona, Erma (Reassignment)	Sr. Instr. AsstMedical Special Education \$3,985.00 mo. (81.25%)	Sr. Instr. AsstMedical Columbus High \$3,985.00 mo. (81.25%)	08/09/21
Esqueda, Sandra (Increase in Hours)	Sr. Instruct. Asst. DHH Program \$3,981.00 mo. (75%)	Sr. Instruct. Asst. DHH Program \$3,981.00 mo. (81.25%)	08/09/21
Flores, Dianna (Reassignment)	Sr. Instr. AsstBehavior Stauffer \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Warren High \$3,985.00 mo. (81.25%)	08/09/21
Flores, Elias (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Utility Worker Gallatin \$4,392.00 mo. (100%)	07/20/21- 06/30/22
Flores, Karen (Promotion) (Rpl. M. Salcedo)	Sr. Instruct. Asst. Williams \$3,791.00 mo. (81.25%)	Student Testing Tech. Elementary CIA \$4,080.00 mo. (100%)	08/02/21
Fuentes, Elva (Demotion)	Sr. Instr. AsstMedical Price \$3,985.00 mo. (81.25%)	Sr. Instruct. Asst. Williams \$3,791.00 mo. (81.25%)	08/09/21

Employee	From:	То:	Effective
Galindo, Rosa (Increase in Hours)	Sr. Instruct. Asst. Imperial \$3,981.00 mo. (68.75%)	Sr. Instruct. Asst. Imperial \$3,981.00 mo. (75%)	08/09/21
Garcia Hemandez, Marcela (Reassignment) (Rpl. J. Drinkard)	Food Service Asst. II Warren High \$19.338 hr. 4 Hours	Food Service Asst. II Gauldin \$19.338 hr. 4 Hours	08/09/21
Gonzalez, Robert (Promotion) (Rpl. G. Pech)	Custodian Operations \$4,145.00 mo. (100%)	Groundskeeper Operations \$4,172.00 mo. (100%)	08/05/21
Herrera, Olvina (Decrease in Hours) (Rpl. A. Solorzano)	Sr. Instruct. Asst. Imperial \$4,184.00 mo. (81.25%)	Sr. Instruct. Asst. Imperial \$4,184.00 mo. (75%)	08/09/21
Hofstra, Patricia (Reassignment) (Rpl. C. Hernandez)	Sr. Instruct. Asst. Price \$3,791.00 mo. (75%)	Sr. Instruct. Asst. Imperial \$3,791.00 mo. (75%)	08/09/21
Hughley, Kevin (Reassignment)	Sr. Instruct. Asst. Downey High \$3,981.00 mo. (81.25%)	Sr. Instruct. Asst. Columbus High \$3,981.00 mo. (81.25%)	08/09/21
luffredo, Kelly (Reassignment)	Sr. Instr. AsstMedical Price \$3,613.00 mo. (75%)	Sr. Instr. AsstMedical Rio Hondo \$3,613.00 mo. (75%)	08/09/21
Jake, Jasmine (Reassignment)	Sr. Instr. AsstBehavior Rio Hondo \$3,613.00 mo. (81.25%)	Sr. Instr. AsstBehavior Stauffer \$3,613.00 mo. (81.25%)	08/09/21

Employee	From:	To:	Effective
Juarez, Erendira (Reassignment) (Rpl. B. Roman)	Food Service Asst. Griffiths \$18.894 hr. 3.5 Hours	Food Service Asst. Warren High \$18.894 hr. 3.5 Hours	08/09/21
Kidd, Michael (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Utility Worker Rio San Gabriel \$4,392.00 mo. (100%)	07/01/21- 06/30/22
Lizarraga, Joen (Reassignment)	Sr. Instr. AsstMedical Old River \$3,985.00 mo. (81.25%)	Sr. Instr. AsstMedical Stauffer \$3,985.00 mo. (81.25%)	08/09/21
Lizarraga, Ricardo (Reassignment)	Sr. Instr. AsstBehavior Stauffer \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Downey High \$3,985.00 mo. (81.25%)	08/09/21
Long, Jacqueline (Reassignment)	Sr. Instr. AsstBehavior Unsworth \$3,791.00 mo. (75%)	Sr. Instr. AsstBehavior Stauffer \$3,791.00 mo. (81.25%)	08/09/21
Lopez, Nancy (Reassignment)	Sr. Instr. AsstMedical Unsworth \$3,985.00 mo. (81.25%)	Sr. Instr. AsstMedical Doty \$3,985.00 mo. (81.25%)	08/09/21
Marmolejo, Valerie (Reassignment)	Sr. Instr. AsstMedical Doty \$4,184.00 mo. (81.25%)	Sr. Instr. AsstMedical Lewis \$4,184.00 mo. (81.25%)	08/09/21
Mora, Maria (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Utility Worker Griffiths \$4,392.00 mo. (100%)	07/06/21- 06/30/22

Employee	From:	То:	Effective
Morales, Alexiz (Reassignment)	Sr. Instr. AsstBehavior Downey High \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Warren High \$3,985.00 mo. (81.25%)	08/09/21
Perez, Patricia (Reassignment)	Sr. Instr. AsstBehavior Sussman \$3,791.00 mo. (81.25%)	Sr. Instr. AsstBehavior Downey High \$3,791.00 mo. (81.25%)	08/09/21
Ramirez, Christina (Reassignment)	Sr. Instr. AsstBehavior Rio Hondo \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Stauffer \$3,985.00 mo. (81.25%)	08/09/21
Robinson, Darryl (Reassignment)	Sr. Instr. AsstMedical Price \$3,985.00 mo. (81.25%)	Sr. Instr. AsstMedical Williams \$3,985.00 mo. (81.25%)	08/09/21
Rodriguez, Josephina (Reassignment)	Sr. Instr. AsstBehavior Rio Hondo \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Stauffer \$3,985.00 mo. (81.25%)	08/09/21
Saldamando, Lauren (Reassignment)	Sr. Instr. AsstBehavior Price \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Williams \$3,985.00 mo. (81.25%)	08/09/21
Santana, Gabriel (Reassignment)	Sr. Clerical Asst. Special Education \$4,389.00 mo. (100%)	Sr. Clerical Asst. Pace \$4,389.00 mo. (100%)	07/28/21
Santana, Gabriel (Working out of class until positon is filled)	Sr. Clerical Asst. Pace \$4,389.00 mo. (100%)	School Office Mgr. Pace \$4,726.00 mo. (100%)	08/09/21- TBD

Employee	From:	То:	Effective
Schlittenhart, Patricia (Reassignment)	Sr. Instruct. Asst. Price \$3,791.00 mo. (81.25%)	Sr. Instruct. Asst. Williams \$3,791.00 mo. (81.25%)	08/09/21
Serrano, Kevin (Working out of class Limited-Term Assignment)	Custodian Operations \$3,784.00 mo. (100%)	Lead Custodian Operations \$4,084.00 mo. (100%)	07/01/21- 08/01/21
Serrano, Kevin (Working out of class for regular employee)	Custodian Operations \$3,945.00 mo. (100%)	Groundskeeper Operations \$4,172.00 mo. (100%)	08/10/21- TBD
Shepherd, Tania (Reassignment)	Sr. Instr. AsstBehavior Rio San Gabriel \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Stauffer \$3,985.00 mo. (81.25%)	08/09/21
Silva, David (Promotion) (Rpl. R. Herlitz)	Plant Grounds Asst. Warren High \$4,392.00 mo. (100%)	Skilled Trades Asst. Maintenance \$4,392.00 mo. (100%)	08/19/21
Solorzano, Amparo (Increase in Hours)	Sr. Instr. AsstBehavior Imperial \$3,985.00 mo. (75%)	Sr. Instr. AsstBehavior Imperial \$3,985.00 mo. (81.25%)	08/09/21
Teran, Kayla (Reassignment) (Rpl. M. Yepez)	Food Service Asst. Griffiths \$17.994 hr. 3.5 Hours	Food Service Asst. Unsworth \$17.994 hr. 3 Hours	08/09/21
Throneberry, Sandra (Working out of class Limited-Term Assignment)	Custodian Operations \$4,145.00 mo. (100%)	Utility Worker Operations \$4,392.00 mo. (100%)	07/01/21- 07/02/21

Employee	From:	То:	Effective
Valenzuela, Griselda (Reassignment)	Sr. Instr. AsstBehavior Gallatin \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Griffiths \$3,985.00 mo. (81.25%)	08/09/21
Velazquez, Delmy (Reassignment)	Sr. Instr. AsstBehavior Unsworth \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Stauffer \$3,985.00 mo. (81.25%)	08/09/21
Verdugo, Ashlee (Reassignment)	Sr. Instr. AsstBehavior Griffiths \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Warren High \$3,985.00 mo. (81.25%)	08/10/21
Williams, Elva (Reassignment) (Rpl. K. Robles Flores)	Food Service Asst. II Warren High \$19.338 hr. 4 Hours	Food Service Asst. II Gallatin \$19.338 hr. 5 Hours	08/09/21
Wilson, Tracy (Reassignment)	Sr. Instr. AsstBehavior Special Education \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Downey High \$3,985.00 mo. (81.25%)	08/11/21
Woodcock, Deborah (Reassignment)	Sr. Instr. AsstMedical Sussman \$3,985.00 mo. (81.25%)	Sr. Instr. AsstMedical Columbus High \$3,985.00 mo. (81.25%)	08/09/21
Yepez, Maria Del Carmen (Reassignment) (Rpl. C. Recinos)	Food Service Asst. Unsworth \$17.158 hr. 3 Hours	Food Service Asst. Williams \$17.158 hr. 3 Hours	08/09/21
Zendejas Cortes, Juan (Working out of class until position is filled)	Groundskeeper Operations \$4,172.00 mo. (100%)	Plant Grounds Asst. Warren High \$4,392.00 mo. (100%)	08/13/21- TBD

D. Leaves of Absence

Employee	Assignment	Effective	Reason
Baez Castillo, Ana	Sr. Instr. AsstBehavior Stauffer	08/09/21- 06/03/22	Personal Business W/OUT PAY
Flores, Nadia	Sr. Instr. AsstMedical Imperial	08/27/21- 12/31/21	Personal Business W/OUT PAY
Garcia, Irene	Inter. Clerical Asst. Doty	08/02/21- 10/01/21	FMLA
Gonzalez, Vanessa	Sr. Instr. AsstBehavior Gauldin	08/09/21- 12/31/21	Personal Business W/OUT PAY
Hansen, Gabriella	Sr. Instr. AsstBehavior Gallatin	08/09/21- 09/10/21	AB2393-Child Bonding Leave
HY5259542	Sr. Instr. AsstMedical Downey High	08/09/21- TBD	Paid Admin. Leave
Lewis, Tarah	Campus Security Asst. Doty	08/11/21- 09/28/21	FMLA
Marmolejo, Valerie	Sr. Instr. AsstMedical Doty	08/09/21- 10/01/21	AB2393-Child Bonding Leave
Martinez, Joanna	Sr. Instr. AsstBehavior Ward	08/09/21- 09/03/21	AB2393-Child Bonding Leave
NJ4109712	Campus Security Asst. Downey High	05/27/21- 05/28/21	Paid Admin. Leave
Padilla, Alfonso	Sr. Instr. AsstBehavior Downey High	05/03/21- 05/28/21	AB2393-Child Bonding Leave
Ramirez, Emma	Sr. Instr. AsstBehavior Alameda	08/09/21- 11/29/21	Personal Business W/OUT PAY

D. Leaves of Absence (cont.)

Employee	Assignment	Effective	Reason
Ramirez, Samantha	Sr. Instr. AsstBehavior Unsworth	08/09/21- 10/29/21	AB2393-Child Bonding Leave
Schlittenhart, Patricia	Sr. Instruct. Asst. Price	08/09/21- 08/23/21	FMLA
Sonico, Maria	Inter. Clerical Asst. Alameda	08/02/21- 02/02/22	Personal Business W/OUT PAY
Velazquez, Delmy	Sr. Instr. AsstBehavior Stauffer	08/09/21- 09/10/21	Personal Business W/OUT PAY

E. Terminations

Employee	Assignment	Effective	Reason
Alejo, Jessica	Sr. Instr. AsstBehavior Unsworth	09/02/21	Voluntary Resignation
Alcantara, Kathryn	Sr. Instr. AsstBehavior Downey High	07/16/21	Voluntary Resignation
Banuelos, Robert	Custodian Substitutes	07/10/21	Voluntary Resignation
Barajas, Celeste	Bus Driver Substitutes	08/13/21	Voluntary Resignation
Bolanos, Melanie	Food Service Asst. Stauffer	06/01/21	Voluntary Resignation
Bonnet, Dolly	Sr. Instr. AsstBehavior Rio San Gabriel	07/30/21	Voluntary Resignation
Bovey, Timothy	Sr. Instr. AsstBehavior Downey High	06/01/21	Voluntary Resignation

E. Terminations (cont.)

Employee	Assignment	Effective	Reason
Calderon Rodriguez, David	Instruct. Services Tech. Warren High	06/01/21	Voluntary Resignation
Castillo, Lissette	Sr. Instruct. Asst. Sussman	08/03/21	Voluntary Resignation
Chavez, Linda	Food Service Asst. Warren High	07/06/21	Voluntary Resignation
Clevenger, Hazel	Student Supervision Asst. Substitutes	08/13/21	Voluntary Resignation
De Sena, Leysa	Sr. Instr. AsstMedical Downey High	06/01/21	Voluntary Resignation
Drinkard, Joana	Food Service Asst. II Gauldin	06/01/21	Voluntary Resignation
Frias, Jessica	Food Service Asst. Stauffer	06/01/21	Voluntary Resignation
Hernandez, Gloria	Campus Security Asst. Downey High	07/27/21	Voluntary Resignation
Jake, Jasmine	Sr. Instr. AsstBehavior Stauffer	07/31/21	Voluntary Resignation
King, Giorlette	Sr. Instr. AsstBehavior Alameda	06/01/21	Voluntary Resignation
Leduc, Richere	Food Service Asst. Unsworth	05/29/21	Service Retirement
Lomeli, Denise	Sr. Instr. AsstBehavior Substitutes	07/03/21	Voluntary Resignation
Lopez, Lisseth	Student Supervision Asst. Lewis	08/20/21	Voluntary Resignation

E. Terminations (cont.)

Employee	Assignment	Effective	Reason
Lopez, Rhiannon	Sr. Instr. AsstBehavior Griffiths	06/01/21	Voluntary Resignation
Lucas, Robin	Food Service Asst. Stauffer	06/01/21	Voluntary Resignation
Molina-Torrez, Carli	Sr. Instr. AsstBehavior Gauldin	06/01/21	Voluntary Resignation
Pech, Gustavo	Groundskeeper Operations	08/01/21	Voluntary Resignation
Pena, Brenda	Personnel/Payroll Asst. Financial Services	07/31/21	Early Retirement
Plastaras, Devon	Sr. Instruct. Asst. Downey High	06/01/21	Voluntary Resignation
Preciado, Jennifer	Sr. Instr. AsstBehavior Substitutes	05/01/20	Voluntary Resignation
Ramirez, III, Raymond	Food Service Asst. Stauffer	06/01/21	Voluntary Resignation
Rodriguez, Josephina	Sr. Instr. AsstBehavior Stauffer	06/01/21	Voluntary Resignation
Rodriguez, Sally	Sr. Instr. AsstBehavior Alameda	07/06/21	Voluntary Resignation
Santillan, Amelia	Sr. Accounting Asst. Substitutes	07/31/21	Voluntary Resignation
Saylors, Shelby	Sr. Instr. AsstBehavior Ward	06/01/21	Voluntary Resignation
Torres, Nancy	Sr. Instruct. Asst. Alameda	06/01/21	Voluntary Resignation

E. Terminations (cont.)

Employee	Assignment	Effective	Reason
Williams, Pamela	Food Service Asst. Old River	06/01/21	Voluntary Resignation



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 135. RATIFY the establishment of one new position with duties corresponding to the current classification of Payroll Technician, assigned to Budget and Finance, eight hours per day, twelve months per year, at range 175, \$4,389 - \$5,334 per month, effective August 2, 2021.

Supporting Documents



scan1168

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

DATE:

September 7, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (PAYROLL TECHNICIAN)

ACTION ITEM

We have received a request from Michael Martinez, Senior Director, Budget & Finance, to establish one new position with duties corresponding to the current classification of Payroll Technician. This new position is being created to better support Certificated payroll and as the District implements the Human Capital Management system.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Payroll Technician, assigned to Budget & Finance, eight hours per day, twelve months per year, at range 175, \$4,389 - \$5,334 per month, effective August 2, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Pavroll Technician, assigned to Budget & Finance, eight hours per day, twelve months per year, at range 175, \$4,389 - \$5,334 per month, effective August 2, 2021.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 136. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Warren High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 9, 2021.

Supporting Documents



scan1169

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

DATE:

September 7, 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)

ACTION ITEM

We have received a request from Tangela Diggs, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant. This new position is being created to support the needs of the students in the new mild/moderate classroom at Warren High School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Warren High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 9, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Warren High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 9, 2021.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 137. RATIFY 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 9, 2021.

Supporting Documents



scan1170

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

DATE:

September 7, 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 Reynaldo Vargas-Carbajal, Jr., 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 new student at Sussman Middle School per the students IEP.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-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 9, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY 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 9, 2021.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 138. RATIFY the establishment of one new position with duties corresponding to the current classification of School Office Manager-Bilingual/Bi-Literate, assigned to Pace Educational Center, eight hours per day, ten months and eleven days per year, at range 750, \$4,080 - \$4,963 per month, effective August 9, 2021.

Supporting Documents



scan1171

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

DATE:

September 7, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SCHOOL OFFICE

MANAGER-BILINGUAL/BI-LITERATE)

ACTION ITEM

We have received a request from Patricia Sandoval, Ed.D., Director, Innovative Education Programs, to establish one new position with duties corresponding to the current classification of School Office Manager-Bilingual/Bi-Literate. This new position is being created to support the clerical needs of the new learning programs at Pace Educational Center.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of School Office Manager-Bilingual/Bi-Literate. assigned to Pace Educational Center, eight hours per day, ten months and eleven days per year, at range 750, \$4,080 - \$4,963 per month, effective August 9, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of School Office Manager-Bilingual/Bi-Literate, assigned to Pace Educational Center, eight hours per day, ten months and eleven days per year, at range 750, \$4,080 - \$4,963 per month, effective August 9, 2021.



Regular Board of Education Meeting 09/07/2021 - 05:00 PM

Printed: 09/02/2021 07:36 AM

II. 139. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Medical, assigned to Imperial Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 11, 2021.

Supporting Documents



scan1172

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

DATE:

September 7, 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-MEDICAL)

ACTION ITEM

We have received a request from Danielle Duncan, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Medical. This new position is being created to support the special needs of two new students at Imperial Elementary School per the students IEP's.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Medical, assigned to Imperial Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 11, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Medical, assigned to Imperial Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 11, 2021.



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II. 140. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six hours per day, at range 105, \$3,119 - \$3,981 per month, effective August 11, 2021 through December 16, 2021.

Supporting Documents



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

DATE:

September 7, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW LIMITED-TERM POSITION (SENIOR

INSTRUCTIONAL ASSISTANT)

ACTION ITEM

We have received a request from Tamera Quinn, Program Administrator, Special Education, to establish one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant. This new limited-term position is being created to support a new special needs student at Alameda Elementary School per students IEP.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six hours per day, at range 105, \$3,119 - \$3,981 per month, effective August 11, 2021 through December 16, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant. assigned to Alameda Elementary School, six hours per day, at range 105, \$3,119 - \$3,981 per month, effective August 11, 2021 through December 16, 2021.



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II. 141. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Stauffer Middle School, six and one-half hours per day, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021 through December 17, 2021.

Supporting Documents



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

DATE:

September 7, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF ONE NEW LIMITED-TERM POSITION (SENIOR

INSTRUCTIONAL ASSISTANT)

ACTION ITEM

We have received a request from Tangela Diggs, Program Administrator, Special Education, to establish one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant. This new limited-term position is being created to support the needs of the students in the new moderate/severe independent study classroom at Stauffer Middle School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Stauffer Middle School, six and one-half hours per day, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021 through December 17, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Stauffer Middle School, six and one-half hours per day, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021 through December 17, 2021.



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II. 142. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Doty Middle School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021.

Supporting Documents



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

DATE:

September 7, 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)

ACTION ITEM

We have received a request from Reynaldo Vargas-Carbajal, Jr., Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant. This new position is being created to support the needs of the students in the new mild/moderate SDC independent studies classroom at Doty Middle School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Doty Middle School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Doty Middle School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021.



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II. 143. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Lewis Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 13, 2021.

Supporting Documents



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

DATE:

September 7, 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 Danielle Duncan, 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 new student at Lewis Elementary School per the students IEP.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Lewis Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 13, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Lewis Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 13, 2021.



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II. 144. APPROVE the duties of the Facilities Systems Coordinator as attached, effective September 8, 2021; and REVISE Administrative Regulation 5241 accordingly, effective September 16, 2021.

Supporting Documents



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

DATE:

September 7, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

Prepared by Jaimie Valdez, Personnel Analyst

SUBJECT:

ESTABLISH DUTIES FOR PROPOSED NEW CLASSIFICATION -

FACILITIES SYSTEMS COORDINATOR

ACTION ITEM

Staff worked with the Senior Director, Facilities Planning & Development, Vince Madsen, to create a new position to coordinate the installation, maintenance, repair, and improvement of audio, video, electronic, electromechanical, and telecommunication systems. This position will also manage the District's energy management program.

Pending the approval of the duties by the Board, it will be recommended to the Personnel Commission to accept the duties and classify the position and the salary placement of this new classification be set at Range 120 (\$6,365 - \$7,739 per month) on the Classified Management Salary Schedule (AR 5241). The next meeting of the Personnel Commission is September 15, 2021.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the duties of the Facilities Systems Coordinator as attached, effective September 8, 2021.

REVISE AR 5241 accordingly, effective September 16, 2021.

DOWNEY UNIFIED SCHOOL DISTRICT PERSONNEL COMMISSION MANAGEMENT



CLASS TITLE: FACILITIES SYSTEMS COORDINATOR

BASIC FUNCTION:

Under the direction of the Senior Director, Facilities Planning and Development, plans and coordinates the installation, maintenance, repair, and improvement of audio, video, telecommunication, electro-mechanical, and electronic systems within the District. Serves as the lead coordinator for systems implementations on active district bond projects. Manages the District's energy management program.

REPRESENTATIVE DUTIES:

Serve as liaison, coordinating activities between the District, engineers, architects, contractors, planners, building inspectors, and various agencies; inspect and oversee construction for quality assurance, conformance and adherence to District standards and local, state and federal laws, ordinances and regulations, to ensure construction projects are completed to meet established District schedules in a cost-efficient manner. **E**

Manage the assembly, installation, repair and service of equipment such as access control systems, public address systems, bell control systems, master clock control systems, integrated audio-visual equipment, inter-communication, and telecommunication systems. ${\it E}$

Manage the installation, repair and maintenance of fire alarm control systems and other alarm, warning, or security systems and cameras. *E*

Manage the design, set-up, and maintenance of the audio/visual equipment for District functions. \boldsymbol{E}

Coordinate with the Technology and Information Systems Department for the assembly, installation, repair and maintenance of telephone and intercommunication cabling systems, fire alarm cable and signal systems. ${\it E}$

Maintain current knowledge of technological advancements and developments in the field of electronics and telecommunication systems; research and recommend the purchase of new equipment and the retirement of damaged or obsolete items. **E**

Conduct site surveys of equipment and maintain a list for deferred maintenance. E

Write specifications for bids on various types of electronic equipment. E

REPRESENTATIVE DUTIES: (Continued)

Configure, analyze, manage, monitor, and troubleshoot the Energy Management System (EMS) and implement conservation measures for sustainability; research opportunities for increasing energy efficiency and potential funding sources. *E*

Ensure compliance with District Energy Conservation Policy and compatibility with District Standard Specifications with construction documents, such as plans and specifications as necessary; advance net-zero building energy mandates. *E*

Conduct regular "walk-through" audits of all District facilities to ensure operating efficiency, optimum educational environment, and compliance with the District's energy and water policy. *E*

Plan, organize, and manage the function of the District energy/utilities management programs; develop and implement the District's energy/utilities management program standards and goals. *E*

Promote energy and water conservation measures; advise, assist, and make recommendations to staff on alternate energy sources, consumption and general energy conservation measures. *E*

Prepare energy requirement estimates and budget allotments for all district facilities; develop procedures for efficient utilization of energy and water sources; coordinate usage of facilities and ensure proper space utilization consistent with energy conservation; develop and manage district-wide energy/utility budgets; research and recommend new sources of funding through grants and incentive programs. **E**

Plan, schedule, and coordinate workshops and training sessions for energy/utilities management personnel; develop training material for work practices, safety and operational procedures. *E*

Assist in the administration and maintenance of the District's labor compliance program to ensure contractors are aware of mandatory labor code requirements including labor compliance; validate and document compliance with State Allocation Board regulations; coordinate collecting and monitoring of construction related legal filings. **E**

Review work schedules in order to coordinate staff to projects and energy/utilities management work in accordance with labor and material availability, and job priority. **E**

Provide technical support as needed to support the needs of the department. *E*

Respond to emergency calls. E

Perform related duties as required.

Note: At the end of some of the duty statements there is an "E" which identifies essential duties required of the classification.

Proposed September 2021, D.U.S.D.



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V. 1. APPROVE the Tentative Agreement between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #248, including a one-time 3% off schedule payment, dated August 19, 2021.

Supporting Documents



Tentative Agreement Between The California School Employees Association And Its Downey Chapter #248 (CSEA) And Downey Unified School District August 19, 2021

Article VIII Salaries

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.

Article XI Leaves

During the 2021-2022 fiscal year, in the absence of any state/federal legislation granting paid quarantine leave, any unit member who has exhausted all paid leaves available to them, shall be granted quarantine leave for a period not to exceed an equivalent of ten (10) workdays when the illness is contracted outside of work. If the illness is contracted at the workplace, quarantine or pandemic leave will be covered pursuant to Worker's Comp laws. Quarantine or pandemic leave days taken when the reason for absence is caused by unavoidable quarantine, or when the absence is at the discretion of the authorities of the School District, a unit member requesting quarantine leave may only do so on behalf of themselves. The unit member shall provide medical documentation supporting this request which will be filed in the Classified Human Resources Office.

Article XII Transfers

Employer Initiated Transfers:

Any unit member who will be required to change their work location, as a result of moving from one education program to another program, shall be notified by his/her immediate supervisor or Director of Classified HR or designee at least five (5) working days prior to the transfer being initiated.

Any unit member who will be required to transfer as a result of disciplinary action will be notified by his/her immediate supervisor or Director of Classified HR or designee at least forty-eight (48) hours prior to the transfer being initiated.

By signing below, the parties warrant that they are authorized to execute this Tentative Agreement.

Agreed Upon August 19, 2021

For Unit 1:

Peggie Chesser
Peggie Chesser (Aug 19, 2021 17:16 PDT)

Peggie Chesser President CSEA, Chapter 248

For CSEA:

April Vidrio
April Vidrio (Aug 19, 2021 17:32 PDT)

April Vidrio Labor Relations Representative CSEA For the District:

Alyda Mir (Aug 19, 2021 17:33 PDT)

Alyda Mir Assistant Superintendent, Certificated Human Resources



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V. 2. RECEIVE Initial Bargaining Proposal(s) from California School Employees Association, Chapter #746. 🕖

Supporting Documents



California School Employees Association and its Downey Chapter #746 (CSEA) And Downey Unified School District (DUSD)

Reopener Negotiations for years 2021-2022

In accordance with the agreement between California School Employees Association (CSEA) and its Downey Chapter #746 (CSEA) and the Downey Unified School District (DUSD), CSEA proposes the following conceptual modifications, additions, or deletions to the current collective bargaining agreement between the respective parties.

Each initial proposal submitted by CSEA is of significant interest to our bargaining unit members and each of these proposals is presented in general rather than specific terms. The proposal assumes the parties will develop specific contract language upon general agreement of the issue. Our initial proposal for each topic is based on significant need or interest that requires solution. These needs and interest will be shared during the bargaining process.

CSEA proposes the following articles be negotiated:

Article XI-Hours and Overtime

CSEA seeks to increase break allowance

Article X-Uniforms and Tools

CSEA seeks an increase in vouchers

Article XXXVI- Salary

CSEA intends to negotiate on-going salary cost-of-living increase, hazard pay and other possible monetary improvements

Article XXXV-Health and Welfare

CSEA intends to negotiate a more equitable Health and Welfare contribution



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V. 4. PRESENT Downey Unified School District Board of Education Initial Bargaining Proposal(s) with California School Employees Association, Chapter 746.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

2021-2022 INITIAL BARGAINING PROPOSAL

CALIFORNIA SCHOOL EMPLOYEES ASSOCATION

CHAPTER #746 (CSEA UNIT II)

*The District and Association agree to maintain the previous contract in full and open up the articles noted below:

Article XI - HOURS AND OVERTIME

Delete the following language:

Equipment and Landscape Crew

2. Employees working in the equipment and landscape crew may request to transfer from their current work week and crew, to the other work week and crew. Transfer requests may be submitted each year no later than June 1st to be effective July 1st or as agreed upon by the employees involved. In the event transfer requests cannot be granted on a volunteer basis, employees' transfer requests shall be granted based on seniority. The employee requesting the transfer shall be entitled to bump a less senior employee (working a different crew/work week) within the employee's classification.

Article XXXVI - Salary

Article XXXV - Health and Welfare