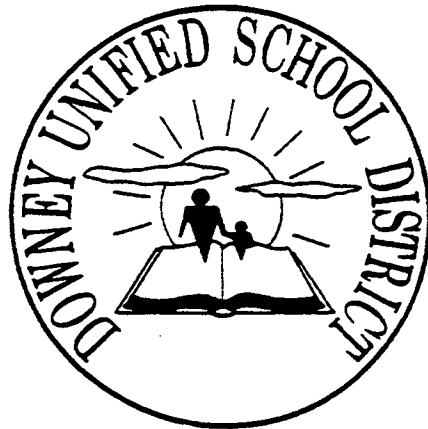


BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA
January 21, 2020 - REGULAR MEETING
BOARD ROOM, GALLEGOS ADMINISTRATION CENTER
11627 Brookshire Avenue, Downey, California 90241

Board of Education



Vice President
Tod M. Corrin



President
Donald E. LaPlante



Clerk
D. Mark Morris



Member
Giovanna Perez-Saab



Member
Barbara R. Samperi



Member
Martha E. Sodetani



Member
Nancy A. Swenson



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



Downey Unified
SCHOOL DISTRICT

Regular Board of Education Meeting
01/21/2020 05:00 PM
Downey Unified School District
11627 Brookshire Avenue Downey, CA 90241

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

I. GENERAL BOARD FUNCTIONS

1. **CALL TO ORDER**
Call to Order by Mr. Donald E. LaPlante, President of the Board of Education, at 5:00 p.m. on Tuesday, January 21, 2020, 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. Barbara R. Samperi, Member of the Board of Education.
3. **INVOCATION**
Invocation to be delivered by Mrs. Giovanna Perez-Saab, Member of the Board of Education.
4. **ROLL CALL**
Donald E. LaPlante
Tod M. Corrin
D. Mark Morris
Giovanna Perez-Saab
Barbara R. Samperi
Martha E. Sodemani
Nancy A. Swenson

John A. Garcia, Jr., Ph.D.
5. **ADOPT Agenda #9** for the Regular Meeting of the Board of Education held on January 21, 2020.
6. **APPROVE** Official Minutes of the Organizational Board of Education Meeting held December 10, 2019, as submitted or with the necessary corrections.
7. **RECOGNIZE** Downey High School 2020 CIF Southern Section Division 1 Coed Cheer Champions and Coaches Ashley Rauls, Conner Huber and Rubi Quezada.

8. HEAR a presentation from Tom Houts, Principal of Downey High School, recognizing Silvia Najera for the Downey Unified Shared Values Award in the area of Fiscal and Operational Stewardship.
9. RECEIVE and ACCEPT the Audit Report on all District funds and accounts for the 2018-19 fiscal year as prepared by Eide Bailly, LLP.
(under separate cover)
10. RECEIVE and ACCEPT the Audit Report on the Building Fund (Measure O) for the 2018-19 fiscal year as prepared by Eide Bailly, LLP.
(under separate cover)
11. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.
12. HEAR Oral Communications from Members of the Board of Education and Superintendent.
13. 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 December 2019.
2. RATIFY and/or APPROVE attendance of actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
3. RATIFY the Master Contract with Devereaux Texas Treatment Network for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
4. RATIFY Master Contract with Frostig School for the 2019-20 fiscal year, effective December 1, 2019 through June 30, 2020.
5. RATIFY revised agreement as submitted for services provided for Special Education Placement #201920-10 for the period of July 1, 2019 to June 30, 2020.
6. RATIFY agreement as submitted for services provided for Special Education Placement #201920-11 for the period of July 1, 2019 to June 30, 2020.
7. RATIFY revised agreement as submitted for services provided for Special Education Placement #201920-15 for the period of July 1, 2019 to June 30, 2020.
8. RATIFY agreement as submitted for services provided for Special Education Placement #201920-25 for the period of July 1, 2019 to June 30, 2020.
9. RATIFY agreement as submitted for services provided for Special Education Placement #201920-26 for the period of July 1, 2019 to June 30, 2020.
10. RATIFY agreement as submitted for services provided for Special Education Placement #201920-27 for the period of July 1, 2019 to June 30, 2020.
11. RATIFY agreement as submitted for services provided for Special Education Placement #201920-28 for the period of July 1, 2019 to June 30, 2020.
12. RATIFY agreement as submitted for services provided for Special Education Placement #201920-31 for the period of September 17, 2019 to June 30, 2020.

13. RATIFY agreement as submitted for services provided for Special Education Placement #201920-33 for the period of August 14, 2019 to June 30, 2020.
14. RATIFY agreement as submitted for services provided for Special Education Placement #201920-34 for the period of November 5, 2019 to June 30, 2020.
15. APPROVE the Special Education Compromise and Release Agreement re: OAH Case No. 2019110428 Settlement on January 7, 2020, and AUTHORIZE payments as set forth within said agreement.
16. APPROVE proposed revisions to Board Policy and Administrative Regulation 6360, Purchasing of Supplies.
17. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first quarter of the 2019-20 school year.
18. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the second quarter of the 2019-20 school year.
19. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2019-20 fiscal year.
20. 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 October 2019, covered by Payroll Orders issued through November 2019.
21. 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 November 2019, covered by Payroll Orders issued through December 2019.
22. RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20032962 and 20042194 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning November 1, 2019 and ending November 30, 2019.
23. RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20042842 and 20053254 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning December 1, 2019 and ending December 31, 2019.
24. APPROVE Amendment to Agreement for Independent Consultant Services No. 201920-58 with John Fenton, dba Fenton OR1, LLC, to increase the amount of the agreement by \$15,000.00, for consulting services to assist the Facilities Department with oversight of the Measure O Bond Program from July 1, 2019 through June 30, 2020.
25. RATIFY Service Agreement No. 201920-122 with Momentum in Teaching, LLC, to provide a staff development writing workshop at Gallatin Elementary School from August 29, 2019 through September 6, 2019.
26. RATIFY Agreement No. 201920-214 between Downey Unified School District and STAR academy for the 2019-20 fiscal year, effective November 18, 2019 through June 30, 2020.
27. RATIFY Service Agreement No. 201920-215 with Parchment, Inc. to provide transcript credential services from October 16, 2019 through June 30, 2020.
28. RATIFY Service Agreement No. 201920-216 with Taco Revolution to provide staff catering services at Downey High School on December 20, 2019.

29. RATIFY Service Agreement No. 201920-217 with Play-Well Technologies to conduct five STEM FUNdamentals with Lego Materials classes at Price Elementary School from January 13, 2020 through March 2, 2020.
30. RATIFY Agreement for Construction Services (Small Projects) No. 201920-218 with Contract Decor, Inc., Thousand Palms, to provide and install motorized sun shades in the administrative lobby of the Gallegos Administration Center, in the amount of \$9,600.00, to be charged to Measure O Bond Funds.
31. RATIFY Agreement No. 201920-219 between Downey Unified School District and Haynes Family of Programs for the 2019-20 fiscal year, effective December 2, 2019 through May 31, 2020.
32. RATIFY Agreement No. 201920-220 between Downey Unified School District and Optometric Vision Care Associates OVCA for the 2019-20 fiscal year, effective September 9, 2019 through May 29, 2020.
33. RATIFY Agreement for Construction Services (Small Projects) No. 201920-221 with 3D Concrete, Downey, to pour concrete and level area under bleachers at Warren High School, in the amount of \$17,855.00, to be charged to Deferred Maintenance Funds.
34. APPROVE Agreement for Construction Services (Small Projects) No. 201920-222 with 3D Concrete, Downey, to pour concrete and level area under bleachers at Downey High School, in the amount of \$17,855.00, to be charged to Deferred Maintenance Funds.
35. RATIFY Service Agreement No. 201920-223 with Realtime Learning Systems to provide StenEd Theory Complete stenography online services to the Downey Adult School from July 1, 2019 through June 30, 2020.
36. RATIFY Agreement for Construction Services (Small Projects) No. 201920-224 with Netronix Integration, Inc., San Jose, to provide and install a Salto electronic lock reader at the front door of Lewis Elementary School, in the amount of \$9,274.73, to be charged to Measure O Bond Funds.
37. RATIFY Agreement for Independent Consultant Services No. 201920-225 with Ms. Leah M. Medrano to provide classroom instruction for Zumba classes at the Downey Adult School from July 1, 2019 through June 30, 2020.
38. RATIFY Agreement for Construction Services (Small Projects) No. 201920-226 with Universal Metro, Santa Fe Springs, to provide floor finish and repair work in the Financial Services Office, in the amount of \$6,291.00, to be charged to Deferred Maintenance Funds.
39. RATIFY Agreement for Construction Services (Small Projects) No. 201920-227 with George's Tree Trimming Service, Downey, to provide tree trimming services at Old River and Imperial Elementary Schools, and Columbus High School, in the amount of \$5,700.00, to be charged to Unrestricted Maintenance Funds.
40. APPROVE Service Agreement No. 201920-228 with Grupo Crecer to provide parent education workshops at the Pace Training Center from January 30, 2020 through March 19, 2020.
41. APPROVE Agreement for Construction Services (Small Projects) No. 201920-229 with JAM Corporation, Monrovia, to provide miscellaneous fire suppression system repairs at Columbus High School, Downey High School, Warren High School, Stauffer Middle School, and Old River Elementary School, in the amount of \$21,265.00, to be charged to the Food Services Fund.
42. RATIFY Agreement for Construction Services (Small Projects) No. 201920-230 with Century Paving, Inc., La Mirada, to provide asphalt work at Stauffer Middle School in the amount of \$9,900.00, to be charged to Measure O Bond Funds.

43. APPROVE Service Agreement No. 201920-231 with Solution Tree, Inc., to provide on-site professional development to District staff on February 13, 2020.
44. RATIFY Agreement No. 201920-232 with Haynes Family of Programs/S.T.A.R. Academy, to provide language, speech and supplemental academic services to a Downey Unified student from December 13, 2019 through June 30, 2020.
45. APPROVE Agreement No. 201920-234 with Sullivan Media, Inc. to provide advertising space at the Stonewood Center Mall from March 16, 2020 through June 30, 2020.
46. RATIFY Agreement for Independent Consultant Services No. 201920-235 with Ms. Consuelo Hernandez to provide risk management and workers' compensation consulting services from January 1, 2020 through June 30, 2020.
47. RATIFY Agreement for Construction Services (Small Projects) No. 201920-236 with Jolt Electric, Inc., Rancho Cucamonga, to install security cameras in the west wing of the Gallegos Administratin Center, in the amount of \$11,900.00, to be charged to Measure O Bond Funds.
48. RATIFY Agreement for Construction Services (Small Projects) No. 201920-237 with 3D Concrete, Downey, to pour new curb at Gallatin Elementary School, in the amount of \$13,870.00, to be charged to Measure O Bond Funds.
49. APPROVE Service Agreement No. 201920-238 with Creative Works Consulting Agency to assist with marketing and business strategies for the Regional Parent Summit from January 6, 2020 through March 31, 2020.
50. RATIFY Service Agreement No. 201920-240 with Momentum Teaching, LLC to provide professional development to assist with the implementation of CCSS at Gallatin Elementary School, from November 4, 2019 through April 23, 2020.
51. RATIFY agreements between Downey Adult School Career and Education Center and the following facilities to furnish practical experience to students enrolled in various adult school programs:

Heredia Therapy Group
Ortho Institute for Children
West Dental, Dr. Nguyen and Dr. Tran
52. APPROVE Agreement No. 202021-02 with Sullivan Media, Inc., to provide advertising space at the Stonewood Center Mall from July 1, 2020 through June 30, 2021.
53. RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) with MTGL, Inc., Anaheim, to provide limited soil testing at Doty Middle School, in the amount of \$1,834.00, to be charged to Measure O Bond Funds.
54. RATIFY the University Organization Agreement between San Jose State University and Downey Unified School District, effective January 1, 2020 through December 30, 2025.
55. RATIFY Lease Agreement with Class Leasing, LLC, Perris, for the lease of one 12' x 40' relocatable restroom at Doty Middle School, in the amount of \$67,152.00, to be charged to Measure O Bond Funds.
56. RATIFY Lease Agreement with Class Leasing, LLC, Perris for the lease of eight 24' x 40' relocatable classrooms and two 48' x 40' relocatable classrooms at Doty Middle School, in the amount of \$375,156.00, to be charged to Measure O Bond Funds.
57. RATIFY Contract No. 4500276293 with the Los Angeles Community College District for the use of

the Warren High School campus and to provide pre-calculus study sessions from August 21, 2019 through May 14, 2020.

58. RATIFY the Fieldwork Contract between California Lutheran University and Downey Unified School District, effective January 1, 2020 through December 31, 2024.
59. RATIFY Memorandum of Understanding between Orange County Department of Education and Downey Unified School District for the Teacher Induction Program, effective July 1, 2019 through June 30, 2020.
60. APPROVE Memorandum of Understanding between the Downey Unified School District and WestEd related to access and administration of the California Healthy Kids Survey for the 2019-20 school year.
61. APPROVE the extension of the Memorandum of Understanding with the City of Downey for the After School Program for Information Recreation and Education (ASPIRE) Program through June 30, 2020.
62. REJECT all bids against Bid #18/19-13, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, and;

AUTHORIZE the advertisement for Bid #19/20-05, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, to be charged to the Food Services Fund.
63. AUTHORIZE the advertisement for Bid #19/20-06 for Basic Maintenance of Eligible Internal Connections (E-RATE), to be charged to the General and E-RATE Funds.
64. AUTHORIZE the advertisement for Bid #19/20-07 for the purchase of Uninterruptible Power Supply (UPS)/Battery Backup Units (E-RATE), to be charged to the General and E-RATE Funds.
65. AUTHORIZE the advertisement for Request for Qualifications/Proposals RFQ/P #2019/2020-01 for Energy Efficiency Design and Construction Services (Government Code section 4217.10, et seq.) for Buildings R, S, and Y at Downey High School, to be charged to Deferred Maintenance Funds.
66. AUTHORIZE the solicitation for Requests for Qualifications/Proposals for Construction Management Services, RFQ/P #2019/2020-02 to be charged to Measure O Bond Funds.
67. AWARD Request for Qualifications (RFQ) #2019/2020-02 for Project Inspection Services for District Projects to Knowland Construction Services, Rancho Palos Verdes; Sandy Pringle Associates Inspection Consultants, Torrance; Vital Inspection Services, Anaheim; and RS Construction Services, Inc., Cerritos, to be charged to the General Fund and/or Bond Funds as needed.
68. AWARD Request for Qualifications (RFQ) #2019/2020-03 for Geotechnical and Special Inspection Lab of Record Services to MGTL, Inc., Anaheim; United-Heider Inspection Group, Riverside; Converse Consultants, Monrovia; and Koury Engineering and Testing, Inc., Chino, to be charged to the General Fund and/or Bond Funds as needed.
69. ACCEPT and APPROVE the use of the Waterford Unified School District Bid #01/17 for School Buses with A-Z Bus Sales, Inc., Colton, by the Downey Unified School District to fill orders for buses with the same advantages, terms and conditions.
70. ACCEPT and APPROVE the use of RFP #081419 for Technology, Security and Communications Solutions with CDW-Government, LLC, by the Downey Unified School District for the purchase of technology parts and components as needed, with the same advantages, terms and conditions.
71. APPROVE Change Order #26 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$126,424.00, to be charged to Measure O Bond

Funds.

72. APPROVE Change Order #1 to Purchase Order #PO2W-2*358 with Westberg+White Architecture, Tustin, for Architectural Services for the Sussman Middle School modernization project, in the increased amount of \$3,900.00, to be charged to Measure O Bond Funds.
73. APPROVE Change Order #1 to Purchase Order #PO2W-2*461 with LPA, Inc., Irvine, for Architectural Services for the Griffiths Middle School New Construction and Modernization Project, in the increased amount of \$387,155.00, to be charged to Measure O Bond Funds.
74. APPROVE Change Order #2 to Purchase Order #PO2W-2*461 with LPA, Inc., Irvine, for Architectural Services for the Griffiths Middle School New Construction and Modernization Project, in the increased amount of \$18,000.00, to be charged to Measure O Bond Funds.
75. APPROVE Change Order #2 to Purchase Order #PO2W-2*462 (formerly Purchase Order #175657A) with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of \$169,137.33, to be charged to Measure O Bond Funds.
76. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-202, Replacement of Plastic Laminate Counter Tops in the Culinary Arts Classroom at Downey High School, with Zorn Productions Unlimited, Inc., Paramount, in the final amount of \$34,218.00, to be charged to Deferred Maintenance 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.

77. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-195 for Gas Leak Repairs and Gas Line Replacement at Downey High School, with MBS Engineering, Inc., San Ramon, in the final amount of \$56,974.37, 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.

78. APPROVE the declaration and sale and/or recycling of District obsolete property and ABATE the income to the General Fund Account #01.0-00000.0-00000-8631-0000000, or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.
79. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
80. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped, assigned to Imperial Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective December 2, 2019.
81. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Imperial Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective November 13, 2019.

III. SPECIAL ADMINISTRATIVE SERVICES - Instruction

1. REVIEW the proposed 2020-21 Course of Study for the middle and high schools.

IV. The next meetings of the Board of Education will be a Special Meeting to be held on Tuesday, January 28, 2020, at 5:00 p.m. and a Regular Meeting to be held on Tuesday, February 18, 2020, at

5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

V. CLOSED SESSION: to discuss

- a. Potential Litigation
- b. Public Employment - Certificated Administration/Classified Management
- c. Discipline/Dismissal/Release
- d. Negotiations
- e. Conference with Real Property Negotiators - Possible Joint Use Agreement with the YMCA at Sussman Middle School

VI. ADJOURNMENT

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

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

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



Downey Unified SCHOOL DISTRICT

Meeting Minutes

Printed : 12/31/2019 7:33 AM PST

Organizational Board of Education Meeting

12/10/2019 03:00 PM

Downey Unified School District

11627 Brookshire Avenue Downey, CA 90241

Closed Session

3:00 P.M.

Open Session

5:00 P.M.

Attendees

Voting Members

Nancy Swenson, Board President

Donald LaPlante, Board Vice President

Tod Corrin, Board Clerk

D. Mark Morris, Board Member

Giovanna Perez-Saab, Board Member

Barbara Samperi, Board Member

Martha Sodetani, Board Member

Non-Voting Members

Dr. John Garcia Jr., Superintendent

I. CALL TO ORDER

Call to Order by Ms. Nancy A. Swenson, President of the Board of Education, at 3:03 p.m. on Tuesday, December 10, 2019, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

1. ROLL CALL

Present

Nancy A. Swenson

Donald E. LaPlante

Tod M. Corrin

D. Mark Morris

Giovanna Perez-Saab - arrived at 3:11 p.m.

Barbara R. Samperi

Martha E. Sodetani

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

II. CLOSED SESSION to discuss:

The Board of Education retired into Closed Session at 3:05 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, and Negotiations. CSEA Labor Relations Representative Yvonne Bonilla requested to speak to the Board during Closed Session regarding a pending discipline case. The Board of Education reconvened into Open Session at 4:17 p.m.

During its recently concluded Closed Session, the Board of Education voted unanimously to approve the suspension of Employee Number EQ7998818.

The meeting was recessed at 4:18 p.m. and reconvened at 5:02 p.m.

III. GENERAL BOARD FUNCTIONS

1. PLEDGE OF ALLEGIANCE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Kindergarten Students from the GLAD Program at Carpenter Elementary School.

2. INVOCATION

Invocation to be delivered by Mr. D. Mark Morris, Member of the Board of Education.

3. HEAR performance by the Warren High School Holiday Singers under the direction of Robert Petersen.

4. ADOPT Agenda #8 for the Organizational Meeting of the Board of Education held on December 10, 2019.

Motion made by: Tod Corrin

Motion seconded by: Martha Sodetani

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

5. APPROVE Official Minutes of the Regular Board of Education Meeting held November 5, 2019, as submitted or with the necessary corrections.

Motion made by: D. Mark Morris

Motion seconded by: Giovanna Perez-Saab

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - 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 by the Board of Education.

7. ELECT Officers of the Board of Education as follows:

President - Donald E. LaPlante
Vice President - Tod M. Corrin
Clerk - D. Mark Morris

On behalf of the Board of Education, Mr. LaPlante presented a plaque to Ms. Swenson in appreciation of her hard work as President during the past year.

Council Member Alex Saab, on behalf of Downey City Council, presented Ms. Swenson a Certificate of Recognition and congratulated her on a great year as President and appreciated the District's partnership with the City.

Ms. Swenson thanked everyone for their help working together this year as it really is a team effort and noted that we have a great team.

Motion made by: Martha Sodetani

Motion seconded by: Barbara Samperi

Voting:

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

8. APPROVE the President's recommendations for the Board of Education members to various responsibilities:

Audit Committee - Mr. Corrin, Mrs. Perez-Saab, Mrs. Sodetani
Budget Committee - Mr. Morris, Mrs. Samperi, Ms. Swenson
City/School District Task Force - Mr. Corrin, Mrs. Samperi
Representative for Electing Members to the County
Committee on School District Organization - Mr. LaPlante
Representative to LACSTA - Mr. LaPlante

Ad Hoc Committees

Enrollment Growth Committees - Mr. Morris, Mrs. Perez-Saab, Ms. Swenson
YMCA/DUSD Joint Facilities Use Committee - Mr. Morris, Mrs. Samperi, Mrs. Sodetani
Food Services Wellness Committee - Mrs. Sodetani

Motion made by: Tod Corrin

Motion seconded by: Barbara Samperi

Voting:

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

9. APPROVE the Certification of Signatures for the period from December 2019 to December 2020, or until subsequent action is taken by the Board of Education.

Motion made by: Tod Corrin

Motion seconded by: Barbara Samperi

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

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

Mrs. Samperi had the pleasure of visiting Sussman Middle School and Lewis Elementary School as well as attend the Stauffer Middle School play, *Elf Junior*, and the Warren High School play, *Christmas Carol*. She appreciated receiving the Downey Adult School Schedule of Classes and the grand opening announcement of the Wellness Clinic. Mrs. Samperi thanked the community for donations of over \$25,000 on tonight's agenda including scholarship donations for the elementary Science Camp.

Mrs. Sodetani thanked Ms. Swenson for her year as President. She reported that PTA HELPS will be giving out food baskets for Christmas and the Downey Fire Department will be passing out toys to families in need. Mrs. Sodetani had the pleasure of attending the eSports competition at the Downey Civic Theater and congratulated Warren High School for winning the competition. She thanked John Harris for putting the event together and Carrot for partnering in this event. Mrs. Sodetani announced that her son has completed all his courses at USC. She thanked DEA, CSEA Unit I, CSEA Unit II and Johnny Zegarra for preparing the wonderful dinner and desserts tonight.

Mr. Morris thanked Ms. Swenson for a great year and he enjoyed her letters in *The Patriot*. He enjoyed watching the eSport tournament on the internet as well as participating in the Downey Christmas Parade again this year. Mr. Morris noted that he is very thankful for the efforts our schools make to bring Christmas to our community in need, including TLC and PTA HELPS. He also appreciates the concrete work being done in the easements at the schools which really helps with the appearances in front of the campuses. Mr. Morris wished everyone a Merry Christmas.

Mr. Corrin discussed the eSports gaming tournament that was held and encouraged anyone who has not gone to go see what these kids are doing and added that it will get them into college for coding or video game design. He announced that if you want something fun to do for Christmas, you should go see the Warren High School play *Christmas Carol*, noting they do such a great job with their performances. Mr. Corrin reported that he enjoyed riding in the Christmas Parade, which had a great turnout and people were lining the streets.

Mrs. Perez-Saab agreed that the eSports event was excellent. She enjoyed attending the City tree lighting ceremony, Gauldin's Turkey Trot, the Downey Federal Credit Union grant award ceremony, and riding in the Christmas Parade. Mrs. Perez-Saab appreciated the student art work competition for the Downey Police Department Christmas cards, which were very cute. She noted that the Warren and Downey High School chorus' have been performing around town and the All District band participated in the parade. Mrs. Perez-Saab noted that her daughter participated tonight with the Carpenter students saying the pledge and thanked her family for being here tonight. She wished everyone Happy Holidays.

Ms. Swenson echoed what other Board Members spoke about and reported that she attended the Fall Band Spectacular where both high schools hosted. She enjoyed attending the Imperial Coffee with the Principal and watching the kindergarten students perform at

Gallatin Elementary School. Ms. Swenson thanked Dr. Jagielski for providing a safety presentation for our schools. She wished everyone Happy Holidays and thanked everyone for supporting her this year.

Mr. LaPlante announced that there are four main things he would like to accomplish this year as President: 1) reduce the visual pollution on gates and fences at schools; 2) document history at all schools sites and the district office; 3) implement the Enrollment Growth Committee recommendations and look into the implications of the new developments being built in South Gate and possible attendance boundary changes; and 4) possibly partner with the City to share the dangers of vaping with high school students.

Dr. Garcia added that the lawsuit against vaping was started by the Los Angeles Unified School District and included JUUL, the manufacturer of vaping devices. He recognized John Harris and his team for the great eSports event last night. Dr. Garcia reported that both high school marching bands hosted tournaments, for different divisions, and congratulated both high schools. He thanked the Downey Federal Credit Union for providing grants for our teachers and the Downey Kiwanis club for sponsoring a shopping spree at JC Penneys for our special needs students. Dr. Garcia congratulated Linda Saldana and the Downey Foundation for Educational Opportunities for their recent Science Camp trips for elementary students up to the mountains where they got to enjoy fresh snow. He also congratulated the Sussman Deaf and Hard of Hearing students who will be participating in the Battle of the Books playoff competition. Dr. Garcia thanked, the DEA and CSEA Unit I and II for the wonderful dinner and desserts tonight. He also expressed his appreciation to Ms. Swenson for her work as President this year and looks forward to working with Mr. LaPlante in the upcoming year.

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

The following were heard on items not appearing on the Agenda:

Jonathan Arana, Ron Boren, George Chakarji, Franklin Dean, Sam Jebananthan, Sandi Padilla, Arthur Schaper and Jang Lee spoke opposing the California Healthy Youth Act curriculum, *Teen Talk*.

Danielle Raghieb and Monica Robles-Rodriguez spoke regarding the School Based Therapist Salary and Classification.

Terry Garcia spoke regarding the lack of Special Education substitutes.

IV. CONSENT AGENDA

Mr. Morris moved, Mr. Corrin seconded, and the motion carried unanimously, deleting Agenda Item Number 20, to approve the Consent Agenda.

Motion made by: D. Mark Morris

Motion seconded by: Tod Corrin

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

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

2. RATIFY and/or APPROVE attendance of actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administration Regulation 7310, Convention and Conference Attendance.
3. RATIFY Master Contract with The Help Group-Sunrise West for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
4. RATIFY Master Contract with Spectrum Center-Rossier Park Elementary School for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
5. RATIFY Master Contract with Youth Care of Utah for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
6. RATIFY agreement as submitted for services provided for Special Education Placement #201920-01 for the period of July 1, 2019 to June 30, 2020.
7. RATIFY agreement as submitted for services provided for Special Education Placement #201920-02 for the period of July 1, 2019 to June 30, 2020.
8. RATIFY agreement as submitted for services provided for Special Education Placement #201920-03 for the period of July 1, 2019 to June 30, 2020.
9. RATIFY agreement as submitted for services provided for Special Education Placement #201920-04 for the period of July 1, 2019 to June 30, 2020.
10. RATIFY agreement as submitted for services provided for Special Education Placement #201920-07 for the period of September 5, 2019 to June 30, 2020.
11. RATIFY agreement as submitted for services provided for Special Education Placement #201920-12 for the period of July 1, 2019 to June 30, 2020.
12. RATIFY agreement as submitted for services provided for Special Education Placement #201920-13 for the period of July 1, 2019 to June 30, 2020.
13. RATIFY agreement as submitted for services provided for Special Education Placement #201920-17 for the period of July 1, 2019 to December 31, 2019.
14. RATIFY agreement as submitted for services provided for Special Education Placement #201920-30 for the period of August 12, 2019 to June 30, 2020.
15. RATIFY agreement as submitted for services provided for Special Education Placement #201920-32 for the period of September 18, 2019 to June 30, 2020.
16. APPROVE the Special Education Compromise and Release Agreement regarding the OAH Case No. 2019090842 Settlement on October 23, 2019 and AUTHORIZE payments as set forth within said agreement.
17. APPROVE the Special Education Compromise and Release Agreement regarding the OAH Case No. 2019060162 Settlement on October 31, 2019 and AUTHORIZE payments as set forth within said agreement.
18. APPROVE the Special Education Compromise and Release Agreement regarding the OAH Case No. 2019080616 Settlement on November 4, 2019 and AUTHORIZE payments as set forth within said agreement.

19. APPROVE the Special Education Compromise and Release Agreement regarding the OAH Case No. 2019020034 Settlement on November 5, 2019 and AUTHORIZE payments as set forth within said agreement.
20. APPROVE proposed revisions to Board Policy and Administrative Regulation 6360, Purchasing of Supplies.

The item was deleted from the Agenda.

21. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2019-20 fiscal year.
22. 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 September 2019, covered by Payroll Orders issued through October 2019.
23. RATIFY the B Warrants for Downey Unified School District, falling between warrant numbers 20021035 and 20032635 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning October 1, 2019 and ending October 31, 2019.
24. APPROVE Amendment to Agreement for Consultant Services with UCLA Graduate School of Education & Information Studies to provide training and support for the Introduction to Data Science (IDS) Project/UCLA curriculum implementation from July 1, 2019 to June 30, 2020.
25. RATIFY Service Agreement No. 201920-71 with Savvas Learning Company, formerly Pearson K12 Learning, LLC, to provide an enVision Mathematics Common Core K-5 Professional Development Program to St. Raymond School from August 1, 2019 to September 30, 2019.
26. RATIFY Service Agreement No. 201920-139 with 360 Degree Therapy to provide school psychologist services to Downey Unified students at the request of the Special Education Department from September 16, 2019 through June 30, 2020.
27. APPROVE Service Agreement No. 201920-143 with California Weekly Explorer, Inc. to provide Walk Through California and Walk Through the American Revolution presentations at Price Elementary School from September 28, 2019 through May 7, 2020.
28. APPROVE the Service Agreement No. 201920-181 with Rosetta Store Ltd. for the English Language Development Beta Evaluation Program.
29. APPROVE Service Agreement No. 201920-191 with Get Lit - Words Ignite, Inc. to provide the Get Lit In-School Program to Griffiths Middle School staff from September 1, 2019 through June 1, 2020.
30. APPROVE Service Agreement No. 201920-192 with Magnight Entertainment to provide DJ entertainment services at Griffiths Middle School during the 2019-20 school year.
31. RATIFY Service Agreement No. 201920-200 with 3Screens.com to provide a character assembly at Price Elementary School on October 24, 2019.
32. APPROVE Agreement for Independent Consultant/Professional Services (Construction Related) No. 201920-201 with Aurora Industrial Hygiene, South Pasadena, to provide hazardous material removal monitoring services at the Gallegos Administration Center from November 18, 2019 through August 28, 2020, to be charged to Food Services Funds.

33. RATIFY Agreement for Construction Services (Small Projects) No. 201920-202 with Zorn Productions Unlimited, Inc., Paramount, to remove and replace laminate counter tops in the Downey High School culinary arts classroom, in the amount of \$34,218.00, to be charged to Deferred Maintenance Funds.
34. APPROVE Agreement for Construction Services (Small Projects) No. 201920-203 with Cable Pipe & Leak Detection, El Cajon, to perform leak detection services at Imperial Elementary School, in the amount of \$1,760.00, to be charged to Deferred Maintenance Funds.
35. APPROVE Agreement No. 201920-204 with Qualtrics, LLC to provide poll and survey software programs to the District from December 2019 through December 21, 2020.
36. APPROVE Agreement for Construction Services (Small Projects) No. 201920-205 with Jolt Electric, Inc., Rancho Cucamonga, to perform electrical services at Stauffer Middle School, in the amount of \$39,900.00, to be charged to Measure O Bond Funds.
37. RATIFY Agreement for Project Inspections Services No. 201920-206 with Sandy Pringle Associates, Inc., Torrance, to provide DSA inspection services on the Griffiths Middle School Modernization and Construction Project and Portable Classrooms Project, in the amount of \$411,920.00, to be charged to Measure O Bond Funds.
38. APPROVE Agreement No. 201920-207 with Focused Schools, LLC to provide staff training services during the 2019-20 school year.
39. APPROVE Service Agreement No. 201920-208 with Learning for Living, Inc. to provide a two-day Breaking Down the Walls Program at Sussman Middle School from January 15, 2020 through June 30, 2020.
40. APPROVE Agreement for Construction Services (Small Projects) No. 201920-209 with 3D Concrete, Downey, to pour a replacement concrete slab at Imperial Elementary School, in the amount of \$2,950.00, to be charged to Restricted Maintenance Funds.
41. APPROVE Agreement for Construction Services (Small Projects) No. 201920-210 with V E Tree Service, Inc., Orange, to perform tree trimming and removal services at Warren High School, in the amount of \$15,000.00, to be charged to Restricted Maintenance Funds.
42. APPROVE Agreement No. 201920-211 between Downey Unified and Cynthia Munoz, Ph.D., MPH for the 2019-20 fiscal year, effective January 6, 2020 through March 31, 2020.
43. RATIFY Agreement for Independent Consultant Services No. 201920-212 with LunchAssist, Inc. to provide school nutrition consulting services to the Food Services Department from November 18, 2019 through June 30, 2020.
44. RATIFY Service Agreement No. 201920-213 with Century Paving, Inc. to install approximately 2,000 square feet of 2 inch asphalt to pedestrian walkway at Stauffer Middle School, in the amount of \$9,900.00, to be charged to Measure O Bond Funds.
45. RATIFY Sales Agreement to Purchase Order No. P01-2*404 with Class Leasing, LLC, Perris, for the buyout of leased portable buildings at Stauffer Middle School, in the amount of \$1,102,159.00, to be charged to Measure O Bond Funds.
46. RATIFY an extension to the Memorandum of Understanding between Downey Unified and the City of Downey for the After-School Program and Information Recreation and Education Program (ASPIRE) to extend through January 31, 2020.

47. APPROVE the Memorandum of Understanding with Drake University to provide CHARACTER COUNTS! and Pursuing Victory with Honor training and materials from January 1, 2020 through June 30, 2022.
48. RATIFY the Directed Teaching Agreement between Pepperdine University and Downey Unified effective August 1, 2019 through June 30, 2024.
49. RATIFY the University/District Fieldwork Agreement between the University of La Verne and Downey Unified effective December 1, 2019 through June 30, 2024.
50. RATIFY agreements between Downey Adult School Career and Education Center and the following facilities to furnish practical experience to students enrolled in various adult school programs:

Carson Dental & Cosmetic Centre
Family Orthodontics Center/Happy Dental Land
Dr. Camilo S. Jorge
Lakewood Family Dental Group
51. AUTHORIZE the advertisement for Bid #19/20-03, for the Modernization of the temporary locker and band rooms, that were purchased by Downey Unified, to make them permanent classrooms at Stauffer Middle School, to be charged to Measure O Bond Funds.
52. AUTHORIZE the advertisement for Bid #19/20-04, Replacement of Gymnasium Roof at Warren High School and Building "J" Roof at Columbus High School, to be charged to Deferred Maintenance Funds.
53. ACCEPT and APPROVE the use of the Los Angeles Unified School District Bid #2000001581 for Swimming Pool Chemicals and Supplies with Waterline Technologies, Inc., Santa Ana, in the anticipated annual amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, for swimming pool chemicals as needed for the Downey and Warren High School pools, with the same advantages, terms and conditions.
54. ACCEPT and APPROVE the use of OMNIA Partners Request for Proposals (RFP) #19/03 through The National Intergovernmental Purchasing Alliance Contract #R190301 for Office Supplies with EPIC Business Essentials/Office Solutions, Rosemont, Illinois, by the Downey Unified School District on an as needed basis to fill orders for office supply items with the same advantages, terms and conditions.
55. ACCEPT and APPROVE the use of OMNIA Partners Request for Proposals (RFP) #19/03 through The National Intergovernmental Purchasing Alliance Contract #R190303 for Office Supplies with Office Depot, Boca Raton, Florida, by the Downey Unified School District on an as needed basis to fill orders for office supply items with the same advantages, terms and conditions.
56. ACCEPT and APPROVE the use of OMNIA Partners Request for Proposals (RFP) #19/03 through The National Intergovernmental Purchasing Alliance Contract #R190502 for Educational School Supplies with Office Depot, Boca Raton, Florida, by the Downey Unified School District on an as needed basis to fill orders for educational school supply items with the same advantages, terms and conditions.
57. APPROVE Change Order #1 to Purchase Order #PO2W-2*636 with Erickson-Hall Construction Company, Escondido, for a temporary staff restroom building at Stauffer Middle School, in the increased amount of \$5,975.00, to be charged to Measure O Bond Funds.

58. APPROVE Change Order #1 to Purchase Order #PO2W-2*728 (formerly Purchase Order #191999) with LPA, Inc., Irvine, for Architectural Services for the Griffiths Middle School Portable Village Reconfiguration Project, in the increased amount of \$20,735.00, to be charged to Measure O Bond Funds.
59. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-90, Completion of Fencing and Gates at Warren High School, with McCullah Fence Company, Bell Gardens, in the final amount of \$40,994.00, 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.
60. ACCEPT as complete Downey Unified Purchase Order #190415 for the purchase and installation of portable classroom buildings at Sussman Middle School, with Elite Modular Leasing & Sales, Inc., Perris, in the final amount of \$275,936.78, 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.
61. ACCEPT as complete Purchase Order #193301 for the Purchase and Installation of Upgraded Lighting Fixtures to Portable Classroom Buildings at Griffiths Middle School, with Elite Modular Leasing & Sales, Inc., Perris, in the final amount of \$34,249.59, to be charged to 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.
62. ACCEPT as complete Purchase Order #193680 for the Purchase and Installation of Paging System Upgrades at Downey High School, with Digital Networks Group, Lake Forest, in the final amount of \$512,843.13, to be charged to 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.
63. ACCEPT as complete Purchase Order #193681 for the Purchase and Installation of Paging System Upgrades at Warren High School, with Digital Networks Group, Lake Forest, in the final amount of \$414,703.62, to be charged to 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.
64. ACCEPT as complete Downey Unified Purchase Order #195298 for upgrades to interior partitions of a portable restroom building at Griffiths Middle School, with Elite Modular Leasing & Sales, Inc., Perris, in the final amount of \$12,340.65, 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.
65. APPROVE the December 2019 budget transfers and adjustments for the 2019-20 fiscal year.
66. 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.
67. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
68. AUTHORIZE the service of the Program Specialist, as submitted, assigned on a Variable Term Waiver for Education Code Section 44266, effective November 4, 2019 through June 30, 2020.

69. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Price Elementary School, six and one-half hours per day, at range 115, \$3,217 - \$3,916 per month, effective October 30, 2019 through January 31, 2020.
70. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped, assigned to Ward Elementary School, six hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective October 30, 2019.
71. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Alameda Elementary School, six hours per day, at range 115, \$3,217 - \$3,916 per month, effective November 6, 2019 through January 17, 2020.
72. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gauldin Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective November 12, 2019.
73. APPROVE the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gallatin Elementary School, six hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective January 6, 2020.

V. GENERAL ADMINISTRATIVE SERVICES

1. ADOPT Resolution No. 201920-07, Resolution to Ensure a Complete Count of District Communities, Families, and Students in the 2020 Census.

Motion made by: D. Mark Morris

Motion seconded by: Barbara Samperi

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodehani - Yes

2. RATIFY the Memorandum of Understanding with the Los Angeles County Office of Education to participate in the Census Outreach Program from October 1, 2019 through June 30, 2020.

Motion made by: D. Mark Morris

Motion seconded by: Barbara Samperi

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodehani - Yes

3. APPROVE the Preliminary (Preconstruction) and Lease-Leaseback contract for the Doty Middle School Project with Erickson-Hall, to be charged to Measure O Bond Funds.

Motion made by: Martha Sodetani

Motion seconded by: Barbara Samperi

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

VI. SPECIAL ADMINISTRATIVE SERVICES - Instruction

1. APPROVE the Annual Single Plan for Student Achievement and Title I School Parent Involvement Policy for 2019-2020.

Motion made by: Barbara Samperi

Motion seconded by: Giovanna Perez-Saab

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

VII. SPECIAL ADMINISTRATIVE SERVICES - Business

1. RECEIVE Administrative Report: 2019-20 First Period Interim Financial Report as of October 31, 2019 (under separate cover); and APPROVE Positive Certification that Downey Unified School District can meet its financial obligations for the remainder of the 2019-20 fiscal year.

Motion made by: D. Mark Morris

Motion seconded by: Martha Sodetani

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

VIII. SPECIAL ADMINISTRATIVE SERVICES - Personnel

1. APPROVE the Tentative Agreement and corresponding AB 1200 certification including a 1.75% salary increase for the 2019-20 school year with additional language changes that will be added to the salary schedule rates, between the California School Employees Association (CSEA) and its Downey Chapter 248 and the Downey Unified School District; and REVISE Administrative Regulation 5241.1 for the 2019-20 school year contingent upon LACOE AB 1200 approval.

Motion made by: Barbara Samperi
Motion seconded by: Martha Sodetani
Voting:
Nancy Swenson - Yes
Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes

2. APPROVE the Tentative Agreement and corresponding AB 1200 certification including a 1.75% salary increase for the 2019-20 school year with additional language changes that will be added to the salary schedule rates, between the California School Employees Association (CSEA) and its Downey Chapter 746 and the Downey Unified School District; and REVISE Administrative Regulation 5241.2 for the 2019-20 school year contingent upon LACOE AB 1200 approval.

Motion made by: Barbara Samperi
Motion seconded by: Giovanna Perez-Saab
Voting:
Nancy Swenson - Yes
Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes

3. APPROVE employment contracts for the Superintendent; Associate Superintendent, Business Services; Assistant Superintendent, Secondary Education; Assistant Superintendent, Certificated Human Resources; and Assistant Superintendent, Elementary Education, effective July 1, 2019 including a 1.75% salary increase for the 2019-20 school year.

Motion made by: Barbara Samperi
Motion seconded by: Martha Sodetani
Voting:
Nancy Swenson - Yes
Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes

4. APPROVE revisions to the unclassified salary schedule as reflected in the attached proposed Administrative Regulation 5241.4, effective January 1, 2020.

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

Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes

5. APPROVE a 1.75% salary increase for certificated and classified management, confidential employees, and Board Members effective July 1, 2019; and REVISE Management Administrative Regulation 4141, 4141.1, 4141.2, and Administrative Regulation 5241.

Motion made by: Barbara Samperi

Motion seconded by: Martha Sodetani

Voting:

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

IX. ITEMS FOR FUTURE AGENDA

X. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, January 21, 2020, 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 6:33 p.m. and reconvened at 6:39 p.m. Mrs. Perez-Saab left the meeting at 6:39 p.m., and the vote shall reflect that of six members from this point forward.

The Board of Education retired into Closed Session at 6:40 p.m. to Conference with Real Property Negotiators. The Board of Education reconvened into Open Session at 6:59 p.m.

XI. ADJOURNMENT

The Organizational Meeting of the Board of Education was adjourned at 6:59 p.m. in memory of Takeisha Ford, Ronald Irwin, John Neal and Susan Stauffer.

Board of Education
DOWNEY UNIFIED SCHOOL DISTRICT

Donald E. LaPlante, President

D. Mark Morris, Clerk

Downey Unified School District

Office of the Superintendent

DATE: January 21, 2020
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent
SUBJECT: GIFT DONATIONS

ACTION ITEM

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

1. Donation of \$100.00 from P.M. Rogers, to be used in support of the TLC Family Resource Center;
2. Donation of \$186.00 from City of Downey's ASPIRE at Unsworth Elementary School, to be used in support of the TLC Family Resource Center;
3. Donation of Christmas toys, games and puzzles from the First Baptist Church in Downey, value determined by donor to be \$2,000.00, to be used in support of the TLC Family Resource Center;
4. Donation of toiletries from Linda Brice, value determined by donor to be \$50.00, to be used in support of the TLC Family Resource Center;
5. Donation of a KitchenAid electric stand mixer with attachments from Odette Perreault, value determined by donor to be \$200.00, to be used in support of the Culinary Arts program at Stauffer Middle School;
6. Sponsorship donation of \$100.00 for the Healthy Downey 5K for TLC from Gallatin Dental, to be used in support of the TLC Family Resource Center;
7. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from Jewish Family and Children's Services of Long Beach, to be used in support of the TLC Family Resource Center;
8. Sponsorship donation of \$50.00 for the Healthy Downey 5K for TLC from Miss Saywell Event Planning, to be used in support of the TLC Family Resource Center;
9. Donation of \$30.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center;

10. Donation of \$400.00 from PIH Health Hospital-Whittier, to be used in support of the TLC Cares Grieving program;
11. Sponsorship donation of \$1,000.00 for the Healthy Downey 5K for TLC from PIH Health Hospital-Whittier, to be used in support of the TLC Family Resource Center;
12. Donation of gifts (i.e. clothes, toys, blanket, gift card and a toaster) from Diana Romero, value determined by donor to be \$200.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
13. Donation of gifts (i.e. clothes, toys, towels, blankets and a grocery store gift card) from Downey Unified's Financial Services Department, value determined by donor to be \$980.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
14. Donation of over 100 unwrapped toys from the First Baptist Church in Downey, value determined by donor to be \$1,700.00, to be used in support of the TLC Family Resource Center;
15. Donation of gifts (i.e. clothing) from Angel Mendoza, value determined by donor to be \$60.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
16. Donation of gifts (i.e. clothing, toys and shoes) from Cristina Ascencio, value determined by donor to be \$100.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
17. Donation of gifts (i.e. clothes, toys, houseware and gift cards) from Downey Unified's Speech Language Pathologists, value determined by donor to be \$1,000.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
18. Donation of gifts from Good Shepard Lutheran Church, value determined by donor to be \$700.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
19. Donation of gifts (i.e. clothing and toys) from Nancy Swenson, value determined by donor to be \$210.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
20. Donation of gifts (i.e. clothing and toys) from Redeemer Covenant Church, value determined by donor to be \$400.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
21. Donation of gifts (i.e. clothes, toys and houseware) from George Guerrero, value determined by donor to be \$500.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;

22. Donation of laundry detergent from George Guerrero, value determined by donor to be \$30.00, to be used in support of the TLC Family Resource Center;
23. Donation of toiletries from Cleo Harmon, value determined by donor to be \$10.00, to be used in support of the TLC Family Resource Center;
24. Sponsorship donation of \$486.02 for the Healthy Downey 5K for TLC from Price Elementary School, to be used in support of the TLC Family Resource Center;
25. Donation of gifts (i.e. toys, shoes, blankets and gift cards) from Gangs Out Of Downey, value determined by donor to be \$1,500.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
26. Donation of gifts (i.e. clothing, houseware and gift cards) from William and Carol Gutierrez, value determined by donor to be \$300.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
27. Donation of gifts (i.e. clothes, toys, shoes, blankets and gift cards) from Alex and Jeanette Lopez, value determined by donor to be \$300.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
28. Donation of \$25.00 from the First Baptist Church in Downey, to be used in support of the TLC Family Resource Center;
29. Donation of gifts from Jennifer Robbins and Ginger Shattuck, value determined by donor to be \$500.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
30. Sponsorship donation of \$100.00 for the Healthy Downey 5K for TLC from Mascorro Insurance Agency, to be used in support of the TLC Family Resource Center;
31. Donation of canned food from Old River Elementary School, value determined by donor to be \$100.00, to be used in support of TLC Family Resource Center's emergency food shelter;
32. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from Risher Mortuary, to be used in support of the TLC Family Resource Center;
33. Donation of 60 Paw Patrol toys and Barbie dolls from the Rotary Club of Downey, value determined by donor to be \$1,100.00, to be used in support of the TLC Family Resource Center;

34. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from the Rotary Club of Downey, 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 December 2019.

Downey Unified School District
Office of the Superintendent

DATE: January 21, 2020
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

<u>First</u>	<u>Last</u>	<u>Position</u>	<u>Dates</u>	<u>Conference Title</u>	<u>Location</u>
Thomas	Flores	Dean	Various dates between 9/23/2019 & 5/7/2020	PBIS Training	Downey
Claudia	Ramirez-Garcia	Counselor	Various dates between 9/23/2019 & 5/7/2020	PBIS Training	Downey
Gloria	Arias	Program Specialist	10/21/2019	SARB Certification	Downey
Olivia	Gutierrez	TLC Asst. Bil	10/21/2019	SARB Certification	Downey
Muriel	Llamas	Sr. Clerical Asst. Bil	10/21/2019	SARB Certification	Downey
Zulema	Martinez	Program Specialist	10/21/2019	SARB Certification	Downey
Diana	Rael	Nurse	10/21/2019	SARB Certification	Downey
Jayro	Roman	Student Svcs. Coord.	10/21/2019	SARB Certification	Downey
Michelle	Toscano	Program Specialist	10/21/2019	SARB Certification	Downey
Daniela	Sanchez Keeler	Asst.Principal	10/21/2019 & 10/22/2019	Grading From The Inside Out	San Diego
Mihaela	Barela	Teacher	Various dates between 10/22/2019 & 5/7/2020	PBIS Training	Downey
Ashley	Perkins	Teacher	Various dates between 10/22/2019 & 5/7/2020	PBIS Training	Downey
Jeffrey S.	Schmaltz	Teacher	Various dates between 10/22/2019 & 5/7/2020	PBIS Training	Downey
Christina	Barker	Audiologist	10/25/2019	Caruso Family Center Fall Prof. Conf.	Los Angeles
Susan	Chiaravalloti	Teacher	11/14/2019 & 11/15/2019	CSR State Exam	Sacramento
Jocelyn	Epperson	Teacher	11/14/2019 & 11/15/2019	CSR State Exam	Sacramento
Jabril	Rollins	School Based Therapist	11/14/2019	Chronic Anxiety	Anaheim
Miguel	Moreno	TOSA	11/15/2019 & 11/16/2019	Calif Math Council South Conf.	Palm Springs
Danielle	Storey	Teacher	11/20/2019 to 11/22/2019	Career Technical Education Fall Conf.	Rancho Mirage
Sarah Charlotte Evensen, Ph.D.		TOSA	12/4/2019 & 12/5/2019	High Tech High College Access Networ	San Diego
Lisa	Rawlings	Coordinator, Early Educ.	12/6/2019	LA County Early Care & Educ. Summit	Los Angeles
James	Flores	Teacher	12/11/2019	English Learners & PE Workshop	Downey
Amber	Johnson	Teacher	12/11/2019	English Learners & PE Workshop	Downey
Lisa	Rawlings	Coordinator, Early Educ.	12/13/2019	Every Child Calif. Southern Section	Riverside
Yadira	Ortega Benitez	Program Specialist	12/16/2019	Nonviolent Crisis Intervention Renewal	Garden Grove
John	Garcia, Jr., Ph.D.	Superintendent	1/9/2020 & 1/10/2020	So. California Superintendents' Meeting	La Jolla
Dimitra	Liakopoulos	Teacher	1/10/2020	Femineer Refresher Workshop	Pomona
Sara	Maples	Teacher	1/10/2020	Femineer Refresher Workshop	Pomona
Deanna	McConnell	Teacher	1/10/2020	Femineer Refresher Workshop	Pomona
Charlene	Sun	Teacher	1/10/2020	Femineer Refresher Workshop	Pomona
Linda	Osborn	Teacher	1/13/2020 & 1/14/2020	WAI State Advisory Leadership Mtg.	Sacramento
Alanna	Cooper	Director	1/15/2020 to 1/17/2020	State SELPA	San Diego
Christina	Aragon	Associate Superintendent	1/15/2020	Governor's Budget Workshop	Ontario
Christina	Danna-Tournay	Budget Analyst	1/15/2020	Governor's Budget Workshop	Ontario
Andrea	Iacovitti	Asst. Director	1/15/2020	Governor's Budget Workshop	Ontario
Michael	Martinez	Senior Director	1/15/2020	Governor's Budget Workshop	Ontario
Kellie	Acosta	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Marlayna	Benaderet	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa

Josh	Buell	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Tomas	Contreras	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Jonathan	Cornell	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Sophia	Dou	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Tim	Duncan	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Bianca	Farina	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Gus	Fuenmayor	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Marini	Lamoureux	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Anders	Lundsberg	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Jose	Nam	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Erika	O'Steen	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Jairo	Salazar	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Karlo	Soto-Castillo	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Joey	Tendler	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Alicia	Tunberg	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Gladys	Velazquez	Asst. Principal	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Ana	Villareal	Teacher	1/21/2020	Advancing Universal Design Learning	Costa Mesa
Patricia	Gonzalez Sandoval	Director	1/22/2020, 2/26/2020, 3/12/2020 & 4/15/2020	Equity Leadership Network	Downey
Frances	Alejos	Payroll Technician	1/31/2020	2020 CASBO Job-Alike Workshop	El Segundo
Elvira	Calderon	Sr. Accounting Tech.	1/31/2020	2020 CASBO Job-Alike Workshop	El Segundo
Elizabeth	Fernandez	Payroll Technician	1/31/2020	2020 CASBO Job-Alike Workshop	El Segundo
Karen	Quick	Sr. Accounting Tech.	1/31/2020	2020 CASBO Job-Alike Workshop	El Segundo
Julie	Robin	Payroll Technician	1/31/2020	2020 CASBO Job-Alike Workshop	El Segundo
Lauren	Davis	Occupational Therapist	2/3/2020 & 2/4/2020	Conf. for School-Based Occ. Therapists Anaheim	
Elizabeth	Lopez Garcia	Occupational Therapist	2/3/2020 & 2/4/2020	Conf. for School-Based Occ. Therapists Anaheim	
ThucUyen (Na)	Nguyen	Occupational Therapist	2/3/2020 & 2/4/2020	Conf. for School-Based Occ. Therapists Anaheim	
Rica	Ocampo	Occupational Therapist	2/3/2020 & 2/4/2020	Conf. for School-Based Occ. Therapists Anaheim	
Leilua	Satele	Occupational Therapist	2/3/2020 & 2/4/2020	Conf. for School-Based Occ. Therapists Anaheim	
Stephanie	Vint	Occupational Therapist	2/3/2020 & 2/4/2020	Conf. for School-Based Occ. Therapists Anaheim	
Maricela	Young	Occupational Therapist	2/3/2020 & 2/4/2020	Conf. for School-Based Occ. Therapists Anaheim	
Patricia	Gonzalez Sandoval	Director	2/5/2020 to 2/7/2020	ACSA Every Child Counts Symposium	Palm Desert
Sara	Nielsen	Librarian	2/6/2020 & 2/7/2020	Calif. School Library Assn. State Conf.	City of Industry
Veronica	Lizardi	Director	2/6/2020	Consolidated App. Reporting System	Downey
Lisa	Rawlings	Coordinator, Early Educ.	2/13/2020	Navigating the Calif. Title 5 & 22 Regs.	Los Angeles
James	Flores	Teacher	2/20/2020 to 2/22/2020	CAHPERD 2020 State Conf.	Garden Grove
Amber	Johnson	Teacher	2/20/2020 to 2/22/2020	CAHPERD 2020 State Conf.	Garden Grove
Raul	Guerrero	Teacher	2/20/2020	Calif. All State Music Educators Conf.	Fresno
Jason	Bean	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Josette	Bean	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Tina	Carlson	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Cara	Cleek	Teacher	2/21/2020	CATE	Los Angeles
Kelly	Crespo	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Rachel	Godfrey	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Lars	Hansen	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Teresa	Hill	Teacher	2/21/2020	CATE	Los Angeles
Michele	Hutson	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Debra	Kasner	Teacher	2/21/2020	CATE	Los Angeles
David	Kraus	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Sybil	Matas	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Bonnie	Nishioka	Teacher	2/21/2020	CATE	Los Angeles
Brandy	Ordway-Roach	Teacher	2/21/2020	CATE	Los Angeles
Amy	Overgaauw	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Magda	Pena	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Andrea	Ramirez	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Mercy	Roveri	Teacher	2/21/2020	CATE	Los Angeles
Daniela	Sanchez-Keeler	Asst. Principal	2/21/2020	CATE	Los Angeles
Shari	Steinberg	Teacher	2/21/2020	CATE	Los Angeles
Kimberly	Wilmoth	Teacher	2/21/2020 to 2/23/2020	CATE	Los Angeles
Ruth	Chavez	School Bus Driver	2/21/2020 to 2/24/2020	CASTO Annual State Conf.	Sacramento

Jose Sandra	Cruz Escobar	Supervisor Dispatcher	2/21/2020 to 2/24/2020 2/21/2020 to 2/24/2020	CASTO Annual State Conf. CASTO Annual State Conf.	Sacramento Sacramento
Santiago	Del Rio De Agranowitz	Program Specialist	2/26/2020 & 2/27/2020	PENT Orientation & PENT Forum	San Bernardino
Sarah Charlotte Evensen, Ph.D. John Nanette Karlin	Harris Johnson LaPorta	TOSA Director TOSA TOSA	2/27/2020 to 2/29/2020 2/27/2020 to 2/29/2020 2/27/2020 to 2/29/2020 2/27/2020 to 2/29/2020	Educating for Careers Conf. Educating for Careers Conf. Educating for Careers Conf. Educating for Careers Conf.	Long Beach Long Beach Long Beach Long Beach
Alanna	Cooper	Director	3/4/2020 to 3/6/2020	State SELPA	Sacramento
Sara	Nielsen	Librarian	3/6/2020	Award-Winning Young Adult Books	Anaheim
Ashley	Greaney	PR Coordinator	3/12/2020 to 3/14/2020	Calif. School Public Relations Assn.	Newport Beach
Allison Caridad David Jennifer Gladys Tami Diana Caryn Krystal Margaret Sylvia Lisa Jennifer Kelley Wayne Michael	Box Calvo Cid Clausen Diaz Francis Israwi Jasich Jones Meehan Ramirez Rawlings Robbins Rush-Becker Shannon Williams	Principal Principal Principal Vice Principal Vice Principal Vice Principal Vice Principal Principal Vice Principal Principal Principal Coordinator, Early Educ. Director Principal Asst. Superintendent Principal	3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020	Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum Assn. for Supervision & Curriculum	Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles Los Angeles
Donald	LaPlante	Board of Education	3/16/2020 & 3/17/2020	2020 Legislative Action Day	Sacramento
Rani Roger Patricia Robert Veronica Chris Jennifer Joseph Wayne	Bertsch Brossmer Gonzalez-Sandoval Jagielski Lizardi Nezzer Robbins Rubio Shannon	Director Asst. Superintendent Director Sr. Director Director Chief Technology Officer Director Program Administrator Asst. Superintendent	3/23/2020 & 3/24/2020 3/23/2020 & 3/24/2020 3/23/2020 & 3/24/2020 3/23/2020 & 3/24/2020 3/23/2020 & 3/24/2020 3/23/2020 & 3/24/2020 3/23/2020 & 3/24/2020 3/23/2020 & 3/24/2020 3/23/2020 & 3/24/2020	Calif. Student Mental Wellness Conf. Calif. Student Mental Wellness Conf. Calif. Student Mental Wellness Conf. Calif. Student Mental Wellness Conf. Calif. Student Mental Wellness Conf. Calif. Student Mental Wellness Conf. Calif. Student Mental Wellness Conf. Calif. Student Mental Wellness Conf. Calif. Student Mental Wellness Conf. Calif. Student Mental Wellness Conf.	Anaheim Anaheim Anaheim Anaheim Anaheim Anaheim Anaheim Anaheim Anaheim Anaheim
Alanna	Cooper	Director	4/1/2020 to 4/3/2020	State SELPA	San Diego
Tamara	Quinn	Program Administrator	4/3/2020	Autism Partnership Foundation Conf.	Los Alamitos
Alanna	Cooper	Director	4/29/2020 to 5/1/2020	State SELPA	Sacramento
Denise	Evans	Psychologist	4/30/2020 to 5/7/2020	How to Support Students w/ Dyslexia	Costa Mesa
Alanna	Cooper	Director	6/3/2020 to 6/5/2020	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.

Downey Unified School District

BUSINESS SERVICES

PURCHASING OF SUPPLIES - GENERAL POLICY

BP 6360

It shall be the policy of the Board of Education to adhere to the standards listed below to govern purchasing in the Downey Unified School District:

1. The best interests of the District shall be given first consideration in all transactions.
2. Purchases shall be made at the lowest possible cost to the District consistent with District specifications of quality and service.
3. *Except as authorized by law*, competitive bidding shall be used to encourage competition and ensure the best available price. Three types of bids which shall be used are the formal advertised (sealed written) bid, the informal (written or oral) bid, and the negotiated bid.

Uniform Public Construction Cost Accounting Procedures

In awarding contracts for public works projects involving District facilities, the Governing Board desires to obtain the best value to the District and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

Adopted: 11/20/61
Approved: 6/16/75

Downey Unified School District

BUSINESS SERVICES

PURCHASING OF SUPPLIES

AR 6360

Definitions

Supplies

Materials which are consumed in current use and those articles with a relatively short life of service and small unit cost which are frequently replaced without addition to the value of the physical properties.

Equipment

Physical property of a more or less permanent nature, other than land, buildings, or improvement to either of these.

Contractual Services

Any and all telephone, gas, water, electric light and power services, and all other types of agreements wherein the contractor provides services required by the District that cannot be furnished by its own employees.

Responsive Bid

An offer submitted by a responsible bidder, in ink or typewritten, to furnish supplies, materials, equipment, or contractual services in conformity with the specifications, delivery terms and conditions, and other requirements included in the invitation for bid.

Responsible Bidder

A bidder who submits a responsive bid; who has furnished, when requested, information and data proving that regulations and experience are adequate to make satisfactory delivery of the supplies, materials, equipment or contractual service on which he/she bids.

Non-Responsible Bidder

A bidder or prospective bidder who fails to furnish, upon written request, proof of his/her responsibility, or who has, as a vendor or contractor with the District, repeatedly made slow or unsatisfactory deliveries or failed to perform.

Non-Responsive Bidder

A vendor or contractor who fails to meet specifications in the bid response.

Downey Unified School District
BUSINESS SERVICES

PURCHASING OF SUPPLIES - continued

AR 6360

General Procedure

1. Bids shall be sought from sources believed to be able to offer the best prices, consistent with quality and service.
2. In compliance with the Education Code the Board reserves the right to enter into a continuing contract with an accepted vendor as follows: for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years, except in the matter of insurance contracts.
3. Common items which are used generally throughout the District shall be stored in the District warehouse and purchased in quantity, which will assure the lowest possible cost through quantity buying.
4. It shall be the duty of the Purchasing Department to maintain a running inventory of the warehouse stock, setting up maximums and minimums of stock to be carried.
5. All purchase orders shall be submitted to the Board of Education for approval and/or ratification.

Bid Procedure

Except as allowed under the Uniform Public Construction Cost Accounting Act, as described further below, the dollar limits for determining competitive bidding for equipment, supplies, materials, and labor shall be as follows:

1. Materials, Supplies, Equipment, Services, except for Construction Services, and Repairs, including Maintenance as defined in P.C.C. Section 20115 and 22002.
 - a. \$50,000+ (legal bid limit*)
(includes tax)
 1. Formal bid required
 2. ~~Board authorization required before going to bid~~
 - b. ~~\$20,000~~ \$25,000-50,000
(includes tax)
 1. Three written quotes required (informal bid form)
 2. ~~Board authorization required before soliciting quotes~~

*subject to annual review

Downey Unified School District

BUSINESS SERVICES

PURCHASING OF SUPPLIES - continued

AR 6360

Bid Procedure - continued

1. Materials, Supplies, Equipment, Services, except for Construction Services, and Repairs, including Maintenance as defined in P.C.C. Section 20115 and 22002. - continued
 - c. ~~\$5,000-19,999~~ \$10,00-\$24,999 (includes tax)
 1. Three telephone quotes required
 2. ~~Board approval, upon Superintendent's Recommendation~~ *Purchasing Department's discretion providing quote is consistent with quality and service*
 - d. ~~\$1- 4,999~~ \$9,999 (Includes tax)
 1. One quote
 2. Purchasing Department's discretion providing quote is consistent with quality and service
2. Labor (Work to be Done) and Materials
 - a. \$15,000+
 1. Formal bid required
 2. Requires Board approval before going to bid
 - b. \$10,000 -14,999
 1. Three written quotes required (informal bid form)
 2. ~~Board authorization required before solicitation of quotes~~ *Purchasing Department's discretion consistent with expected quality of service*
 - c. \$1-9,000
 1. Two telephone quotes required
 2. Purchasing Department's discretion consistent with expected quality of service

Downey Unified School District
BUSINESS SERVICES

PURCHASING OF SUPPLIES - continued

AR 6360

Bid Procedure - continued

3. Negotiated Bid - may be used for the purchase of
 - a. Perishable foodstuffs (*per Ed Code Section 38083*)
 - b. Seasonal commodities (*per Ed Code Section 38083*)
 - c. Supplementary textbooks (*per Public Contract Code Section 20118.3*)
 - d. Library books (*per Public Contract Code Section 20118.3*)
 - e. Educational films (*per Public Contract Code Section 20118.3*)
 - f. Audio-visual materials (*per Public Contract Code Section 20118.3*)
 - g. Test material and workbooks (*per Public Contract Code Section 20118.3*)

The negotiations may be verbal or written, but the final agreement reached must always be reduced to writing and becomes a binding contract.

Special Note:

Exceptions to the procedures described above shall be made only in case of an emergency requiring immediate action, or inability to obtain competitive quotations on an item of unique manufacture, or repairs to equipment or rolling stock, as in the case of maintenance work. Because of the nature or extent of the repair, work necessary cannot be ascertained until the actual job is completed.

4. High school and elementary textbooks will be purchased in accordance with provisions of the California Education Code, *Section 38083*.

Bid Conditions

1. Bids for supplies and equipment shall be accompanied by certified check, cashier's check, or bond, payable to the Downey Unified School District in the amount specified in the advertisement, as a guarantee that the successful bidder will enter into the contract.
2. Successful bidders for construction or remodeling shall provide a Payment Bond covering an amount equal to 100% of the contracted amount of work to be done, in accordance with the Civil Code.

Downey Unified School District
BUSINESS SERVICES

PURCHASING OF SUPPLIES - continued

AR 6360

Bid Conditions - continued

3. A Performance Bond guaranteeing that 100% of the work will be performed shall be received with all other contract documents following the award of the contract.
4. The Board of Education shall reserve the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding.

Uniform Public Construction Cost Accounting Act

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. *Public projects of \$60,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)*
2. *Contracts for public projects of \$200,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)*
 - a. *The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain further information about the project, and states the time and place for the submission of bids. This notice shall be disseminated by mail, fax, or email or both of the following:*
 - (1) *All contractors on a list of qualified contractors maintained by the district for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due*
 - (2) *All construction trade journals identified pursuant to Public Contract Code 22036*

Downey Unified School District

BUSINESS SERVICES

PURCHASING OF SUPPLIES - continued

AR 6360

Uniform Public Construction Cost Accounting Act - continued

- b. The district shall review the informal bids that were submitted and award the contract, except that:*
 - (1) If all bids received through the informal process are in excess of \$200,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at \$212,500 or less and the Board determines the district's cost estimate is reasonable.*
 - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.*
- 3. Public projects of more than \$200,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)*
 - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:*
 - (1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.*
 - (2) By mail and electronically, if available, be either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendars days before the date that bids will be opened.*

In addition to the notice required above, the district may give such other notice as it deems proper.

Downey Unified School District
BUSINESS SERVICES

PURCHASING OF SUPPLIES - continued

AR 6360

Uniform Public Construction Cost Accounting Act - continued

b. The district shall award the contract as follows:

- (1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.*
- (2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.*
- (3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.*

Bid Awards

1. Bids shall be opened in public at the prescribed time and place, and bidders shall be given an opportunity to make a record of the bids received.
2. After the bids have been opened and tabulated they shall be available for perusal review by interested parties. ~~However, bids may not be removed from the Purchasing Department.~~
3. Awards will be made to the lowest responsible bidder whose bid is responsive to the conditions and specifications.
4. When bids are equal the Board of Education may determine by lot which bid shall be accepted.

Downey Unified School District
BUSINESS SERVICES

PURCHASING OF SUPPLIES - continued

AR 6360

Debarment

Any bids and/or contracts funded by Federal monies will be subject to review and acceptance by the District only after verification through the Excluded Parties List System (EPLS). Bidders will also be required to fill out and sign documentation in any bid package in which Federal funds are expected to be used verifying that they have not been debarred from doing business with the Federal Government. Contracts, agreements, and/or any other contractual arrangements (i.e. Purchase Orders) will not be processed until the EPLS has been contacted to verify debarment status. Bidders and/or suppliers and contractors found to be debarred from such activity will be immediately disqualified from any further business activity with the District until such status has been cleared from EPLS.

Local Buying

Local vendors must compete on an equal basis with others.

A/R (Already Received) Requisitions

No direct purchase of supplies, materials, equipment or services (other than those mentioned in AR 6363 and AR 6363.1) may be made by district personnel other than designated Purchasing Department employees, and those persons specifically authorized by the Board of Education to conduct business on behalf of the District.

Unauthorized district employees shall not correspond with vendors or contractors in writing or shall not complete forms which may be interpreted as agreements authorizing the delivery of merchandise and/or services. Such communication may be considered legally binding and may place the employee in the position of having to personally make payment for the goods or services provided.

Requests for reimbursement of such items as an A/R (Already Received) requisition will be reviewed by Financial Services personnel. Purchases for Already Received requisitions may not exceed \$300. Those requests which do not comply with existing procedures may be held pending additional information and/or returned to the requester as an unauthorized purchase.

Downey Unified School District
BUSINESS SERVICES

PURCHASING OF SUPPLIES - continued

AR 6360

Credit Card

Designated District employees, who have been authorized in writing by the ~~Assistant~~ Associate Superintendent, Administrative Business Services, may use a District credit card for the purchase of appropriate supplies, materials, equipment or services. The amount per purchase shall be limited to ~~\$1,500~~ \$5,000. *Transactions in excess of this amount must have the prior approval of the Superintendent or designee.* All transactions shall be reviewed for payment by the Financial Services Department. Misuse of the credit card may result in cancellation of credit card privileges.

Approved: 7/26/73, 8/28/90, 1/23/96, 9/21/99, 9/16/03, 3/11/08



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

Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2019-2020

District Name: DOWNEY UNIFIED

Date: 1/13/2020

Person completing this form: ALYDA R. MIR

Title: ASSISTANT SUPERINTENDENT

Quarter covered by this report (Check One Below):

- | | | |
|---|--------------------------|-----------------|
| <input checked="" type="checkbox"/> 1st QTR | July 1 to September 30 | Due 18-Oct 2019 |
| <input type="checkbox"/> 2nd QTR | October 1 to December 31 | Due 17-Jan 2020 |
| <input type="checkbox"/> 3rd QTR | January 1 to March 31 | Due 17-Apr 2020 |
| <input type="checkbox"/> 4th QTR | April 1 to June 30 | Due 17-Jul 2020 |

Date for information to be reported publicly at governing board meeting: 1/21/2020

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Print Name of District Superintendent JOHN A. GARCIA, JR., Ph.D.

Signature of District Superintendent _____ Date 1/13/2020

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

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

**Williams Lawsuit Settlement
Quarterly Report on Uniform Complaints 2019-2020**

District Name: DOWNEY UNIFIED

Date: 1/13/2020

Person completing this form: ALYDA R. MIR

Title: ASSISTANT SUPERINTENDENT

Quarter covered by this report (Check One Below):

- | | | |
|---|--------------------------|------------------|
| <input type="checkbox"/> 1st QTR | July 1 to September 30 | Due 18-Oct 2019 |
| <input checked="" type="checkbox"/> 2nd QTR | October 1 to December 31 | Due 17- Jan 2020 |
| <input type="checkbox"/> 3rd QTR | January 1 to March 31 | Due 17-Apr 2020 |
| <input type="checkbox"/> 4th QTR | April 1 to June 30 | Due 17-Jul 2020 |

Date for information to be reported publicly at governing board meeting: 1/21/2020

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Print Name of District Superintendent JOHN A. GARCIA, JR., Ph.D.

Signature of District Superintendent _____ Date 1/13/2020

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

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

DOWNEY UNIFIED SCHOOL DISTRICT
PURCHASE ORDER LISTING FOR NOVEMBER 20, 2019 - JANUARY 7, 2020

	PREFIX	FROM	TO
FUND 01.0 GENERAL \$2,573,888.04	PO1 PO2W PO3W	200000000098 200000000119 2000000000851	2000000000441 2000000001325 2000000001840
FUND 01.1 SELPA ADMIN UNIT \$11,781.43	PO2W PO3W	2000000000817 2000000001640	2000000001320 2000000001752
FUND 11.0 ADULT \$90,159.26	PO2W PO3W	2000000000866 2000000001376	2000000001327 2000000001826
FUND 13.0 CAFETERIA \$281,740.87	PO2W PO3W	2000000000759 2000000001151	2000000001248 2000000001824
FUND 14.0 DEFERRED MAINTENANCE \$76,219.00	PO2W	2000000001033	2000000001289
FUND 21.0 BOND MEASURE O \$1,946,414.41	CT PO2W PO3W	2000000000012 2000000000380 2000000001654	2000000000012 2000000001316 2000000001819
FUND 25.0 CAPITAL FACILITIES FUND \$64,647.11	PO3W	2000000001775	2000000001780
FUND 67.0 SELF INSURANCE \$40,716.81	PO2W	2000000001258	2000000001259

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: January 21, 2020
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 October 2019, covered by Payroll Orders issued through November 2019.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #E4H-N		182,437.11	8,302.29	281.38	1,225.85	
Reg. #H1H-C	2,644.50	117.00				
Reg. #H1H-N	220,894.49	17,037.48	43,977.18	2,315.71	136,959.78	
Reg. #309-N	1,522.16				135.00	
Reg. #311-N	(924.88)					
Reg. #312-N	1,327.04					
Reg. #H1I-C	1,891.50	58.50				
Reg. #H1I-N	212,428.54	20,672.98	35,746.44	1,885.66	122,416.93	

TOTAL \$1,013,352.64

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: January 21, 2020
 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 November 2019, covered by Payroll Orders issued through December 2019.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #E4J-N		163,897.04	7,276.33	703.45	1,327.05	309.58
Reg. #H1J-N	213,238.52	7,294.47	42,572.62	1,885.66	105,913.91	
Reg. #H1J-C	1,803.00	87.75				
Reg. #H1K-N	185,594.03	10,698.17	38,845.56	1,899.54	114,606.55	
Reg. #H1K-C	1,609.50					

TOTAL \$899,562.73

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Michael Martinez, Senior Director, Budget and Finance

SUBJECT: B WARRANTS

ACTION ITEM

RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20032962 and 20042194 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning November 1, 2019 and ending November 30, 2019:

General Fund (01.0)	Total	\$4,664,003.65
SELPA Administrative Unit Fund (01.1)	Total	176.66
Adult Education Fund (11.0)	Total	111,666.37
Cafeteria Fund (13.0)	Total	778,203.81
Deferred Maintenance Fund (14.0)	Total	12,316.00
Building Fund (21.0)	Total	5,077,175.78
Special Reserve for Capital Outlay Fund (40.0)	Total	14,320.00
Property/Liability Self-Insurance Fund (67.0)	Total	4,841.86
Workers' Comp. Self-Insurance Fund (67.1)	Total	14,282.00
Health Care Self-Insurance Fund (67.2)	Total	1,312,173.82
Dental Care Self-Insurance Fund (67.3)	Total	207,734.03
Vision Care Self-Insurance Fund (67.4)	Total	33,636.58
Retirement Medical Self-Insurance Fund (67.5)	Total	33,347.14
Payroll Clearance Fund (76.0)	Total	1,234,844.68

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Michael Martinez, Senior Director, Budget and Finance

SUBJECT: B WARRANTS

ACTION ITEM

RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20042842 and 20053254 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning December 1, 2019 and ending December 31, 2019:

General Fund (01.0)	Total	\$3,728,900.96
SELPA Administrative Unit Fund (01.1)	Total	3,146.47
Adult Education Fund (11.0)	Total	114,311.40
Cafeteria Fund (13.0)	Total	595,399.93
Deferred Maintenance Fund (14.0)	Total	980.00
Building Fund (21.0)	Total	2,078,327.13
Special Reserve for Capital Outlay Fund (40.0)	Total	3,984.00
Property/Liability Self-Insurance Fund (67.0)	Total	3,040.11
Workers' Comp. Self-Insurance Fund (67.1)	Total	172,510.68
Health Care Self-Insurance Fund (67.2)	Total	2,007,071.65
Dental Care Self-Insurance Fund (67.3)	Total	175,446.05
Vision Care Self-Insurance Fund (67.4)	Total	33,484.91
Retirement Medical Self-Insurance Fund (67.5)	Total	15,787.50
Payroll Clearance Fund (76.0)	Total	1,823,088.63

AMENDMENT TO AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

THIS AMENDMENT to INDEPENDENT CONSULTANT SERVICES AGREEMENT No. 201920-58 is made this **21st day of January, 2020**, between **Mr. John Fenton DBA FentonOR1.LLC**, hereinafter referred to as "**CONSULTANT**", and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "**DISTRICT**".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT No. 201920-58 approved by the Board of Education on July 11, 2019 and amended January 21, 2020 to provide consulting services to assist the Facilities Department with oversight of the Measure O Bond Program, to include the following:
 - A. By increasing the AGREEMENT amount by FIFTEEN THOUSAND DOLLARS AND NO/100 (\$15,000.00) from SEVENTY THOUSAND DOLLARS AND NO/100 (\$70,000.00), for a total AGREEMENT amount of EIGHTY-FIVE THOUSAND DOLLARS AND NO/100 (\$85,000.00); and
 - B. By maintaining the contract completion date from July 1, 2019 through June 30, 2020.
2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 201920-58, shall remain in full force and effect.

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

JOHN FENTON DBA FENTONOR1.LLC

By John Fenton

Print Name John Fenton

Title Consultant, Facilities

Date January 10, 2020

**DOWNEY UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY**

By _____

Christina Aragon

Associate Superintendent, Business Services

Date _____

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

SERVICE AGREEMENT
Agreement No. 201920-122

THIS AGREEMENT made and entered into this day of August 22, 2019 by and between Momentum In Teaching, LLC, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Professional development focused on the implementation of CCSS through a Writing Workshop.

Laying the Groundwork for Writing Workshop

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$6800.00, not to exceed \$6800.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 8/29/19 and will terminate on or before 9/6/19 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Momentum in Teaching, LLC
Dept.: _____
Address: 6950 E. Goldcrest St.,
Long Beach, CA 90815
Contact: Leslie Courtney
Phone/email: 310.963.2108

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Momentum in Teaching, LLC

Signature

Print Name: Leslie Courtney

Print Title: treasurer

Date: 9/4/19

District use only below line

Account Number to be Charged _____

01.0- 92011.0 - 111100-10000-5804-1040000

Name and Title of Site Administrator-Please print

Signature of Site Administrator

9/3/19
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-122

Page 4 of 4

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

SERVICE AGREEMENT
Agreement No. 201920-214

THIS AGREEMENT made and entered into this 18 of November, 2019 by and between STAR Academy, 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.
25 Hours of Language and Speech Services (LAS) for Student #602447
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 165/hour, not to exceed \$ \$4,125 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 11/18/2019 and will terminate on or before 06/30/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Haynes Family of Programs
Dept.: STAR Academy (NPA)
Address: PO Box 400
La Beme, CA 91750
Contact: Jonas Maceda
Phone/email: 909-833-7187/jmaceda@leroyhaynes.or

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Haynes Family of Programs - S.T.A.R. Academy



Signature

Print Name: _____

Print Title: Daniel Maydeck
CEO/President

Date: 11/18/19

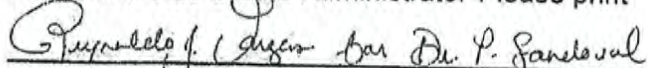
District use only below line

Account Number to be Charged 01.0-65000.0-57700-31200-5817-7430000

Patricia Sandoval, Director of Special Education

5816


Name and Title of Site Administrator-Please print



Signature of Site Administrator

11/18/19

Date


Signature of Program Director ONLY IF using categorical funds

11/20/20

Date

Downey Unified School District
Service Agreement No. _____

Page 4 of 4

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

SERVICE AGREEMENT
Agreement No. 201920-215

THIS AGREEMENT made and entered into this 16th of October, 2019 by and between Parchment, Inc., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

See Amendment #1

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 12,835.00, not to exceed \$ 12,835.00 for the services.
Service provider shall provide an annual invoice for the total amount of the services. 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 October 16, 2019 and will terminate on or before June 30, 2020, provided all services covered under this contract are provided in a satisfactory manner. Satisfactory performance shall be in conjunction with Parchment's current Terms and Conditions. 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.** Subject to applicable limitations provided in the Agreement, SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: _____
Dept.: _____
Address: _____
Contact: _____
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

Robert J. Colletti

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: January 21, 2020

Signature

Print Name: Robert J. Colletti

Print Title: President & CFO

Date:
11/24/2019

District use only below line

Account Number to be Charged 01.0-03000.0-11100-10000-5815-7460010

John M. Harris, Director of College and Career Readiness

Name and Title of Site Administrator-Please print

Signature of Site Administrator

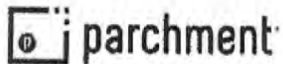
Date

Downey Unified School District
Service Agreement No. 201920-215

Page 4 of 4

Signature of Program Director ONLY IF using categorical funds

Date



**Amendment #1 Between Downey Unified School District
and Parchment Inc.**

This Amendment #1 is made as of the date last signed below ("Effective Date"), by and between **Downey Unified School District ("Member")**, located at **11627 Brookshire Ave., Downey, California 90241** and Parchment Inc. ("Parchment"), located at 7001 N. Scottsdale Road, Suite 1050, Scottsdale, AZ 85253.

RECITALS

- A. Member entered into an Order Form with Parchment for the Parchment Send: K12 service on **10/16/2018** (the "Agreement").
- B. Member desires to amend its subscription to the Parchment Send: K12 service in accordance with the terms of this Amendment.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to keep, perform, and fulfill the promises, conditions and agreements held in the Agreement with the addition of the following amendment:

TERMS

The following terms and modifications are hereby agreed upon and incorporated as part of the Agreement:

1. **Renewal Term.** Member and Parchment agree and acknowledge that the current term of the Agreement expires on **10/15/2019**. Member and Parchment agree to renew the Agreement for a **pro-rata term through 6/30/2020**, to align closer with Member's fiscal year, commencing **10/16/2019 through 6/30/2020** (the "Renewal Term"). During the Renewal Term, Member agrees to pay an annual subscription fee, which covers the request of unlimited Credentials for up to **10,000 Currently Enrolled** Record Owners to Record Recipients. **Electronic** delivery of the Record is available with each Record request. Member agrees to pay the following pro-rated subscription fee during the Renewal Term:

1 Year prorated Renewal (10/16/2019 – 6/30/2020) - \$12,835

Annual subscription fees are invoiced annually in advance and are due and payable by Member within thirty (30) days of receipt of invoice.

During the Renewal Term, Member and Parchment also agree that alumni Record Owners will be billed a Record Request fee of **\$3.75** per request, which includes electronic delivery.

2. **Two-Year Optional Renewal.** The parties agree that Member may renew the Term of the Agreement for up to two (2) additional years, commencing on **7/1/2020 through 6/30/2022** for the annual subscription fees below, which cover electronic delivery of Credentials for up to 10,000 currently enrolled Record Owners to Record Recipients:

Optional Year 2 (7/1/2020 – 6/30/2021): \$19,000

Optional Year 3 (7/1/2021 – 6/30/2022): \$19,000

3. All other terms, conditions, and fees in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Amendment #1, the terms of this Amendment #1 shall govern to the extent of the conflict. Capitalized terms not otherwise defined

herein shall have the meaning set forth in the Agreement. This Amendment #1 may be executed in digital counterparts.

Parchment Inc.

Downey Unified School District

By: _____

Robert J. Colletti

By: _____

Name: _____

Robert J. Colletti

Name: _____

Title: _____

President and CFO

Title: _____

Date: _____

9/19/2019

Date: _____

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

SERVICE AGREEMENT
Agreement No. 201920-216

THIS AGREEMENT made and entered into this 9th of December, 2019 by and between Taco Revolution, 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.

Breakfast catering for DHS Staff Holiday
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$2850, not to exceed \$3000 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 Dec 20th 2019 and will terminate on or before Dec 20th 2019 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

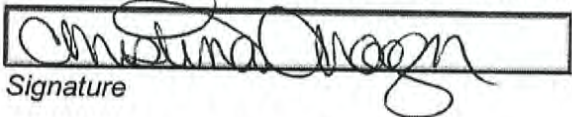
SERVICE PROVIDER

Name: Taco Revolution
Dept.:
Address: 8602 Western Ave.
Buena Park, Ca. 90620
Contact: Janeth Gudino
Phone/email: 562-644-6363 / Janeth_gudino@hotmail.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT


Signature

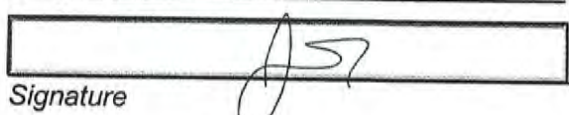
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: 12/19/19

SERVICE PROVIDER

Taco Revolution


Signature

Print Name: Janeth Gudino

Print Title: Owner

Date: 12-09-2019

District use only below line

Account Number to be Charged 01.0-00000.0-00000-27000-4310-4251500

Scott Fleming, Assistant Principal

Name and Title of Site Administrator-Please print


Signature of Site Administrator

12.9.19
Date

Signature of Program Director ONLY IF using categorical funds

Date

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

SERVICE AGREEMENT
Agreement No. 201920-217

THIS AGREEMENT made and entered into this 23rd of October, 2019 by and between Play-Well TEKologies, 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.
Conduct five STEM FUNDamentals with LEGO Materials classes from 3:00-4:30 p.m. at Price
Elementary between January 13 and March 2, 2020 for GATE students at \$215.00 per class.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 215.00 per class, not to exceed \$ 1,075.00 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 January 13, 2020 and will terminate on or before March 2, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER


Name: Play-Well TEKologies
Dept.:
Address: 224B Greenfield Avenue
San Anselmo, CA 94960
Contact: Michael Luong, Area Manager
Phone/email: 424-672-5496; michael@play-well.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



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____



Signature

Print Name: Michael Luong

Print Title: LA Area Manager

Date: 12-04-2019

District use only below line

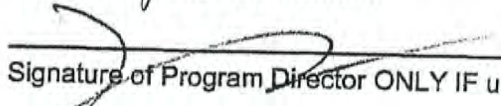
Account Number to be Charged 01.0-00000.0-11100-10000-5804-7487140

Mary Weyers, Principal

Name and Title of Site Administrator-Please print


Signature of Site Administrator

10/23/19
Date


Signature of Program Director ONLY IF using categorical funds

12/15/19
Date

Downey Unified School District
Service Agreement No. 201920-217

Page 4 of 4

Play-Well TEKnologies
Letter Of Agreement
2020 Courses

Organization

Maude Price Elementary
9525 Tweedy Ln
Downey, CA 90240

Maude Price Elementary Contact

Cynthia DeMoss
Phone: (W) (562) 904-3575 Ex. 2835
Email: cdemoss@dusd.net

Play-Well Contacts

Primary Contact

Michael Luong - Area Manager
Phone: (W) (424) 672-5496
Email: michael@play-well.org

Alternative Contact

Bob Lund - Regional Manager
Phone: (W) 562-673-7529
Email: bob@play-well.org

Business Office

224B Greenfield Avenue
San Anselmo, CA 94960
Phone: (W) 415.578.2746

Play-Well TEKnologies
Letter Of Agreement
2020 Courses

Program Location

Maude Price Elementary

9525 Tweedy Ln
Downey, CA 90240

Maude Price Elementary Course Dates

Title / ID	Ages	Dates	Times	Price	Min/Max
STEM FUNDamentals with LEGO® Materials, Winter ID: 82291	Grade: 4	1/13/20 - 3/2/20 Mondays 5 Sessions Omit: Jan 20th, Feb 10th, Feb 17th	3:00pm - 4:30pm	Play-Well: \$215.00[*] Total Price: \$215.00[*]	11 / 15

[*] Price Per Session

Maude Price Elementary Course Descriptions

STEM FUNDamentals, Winter 20

Level up your engineering skills with Play-Well TEKnologies and tens of thousands of LEGO® parts! Apply real-world concepts in physics, engineering, and architecture through engineer-designed projects such as Motorcycles, Aircraft Carriers, and Conveyor Belts! Design and build as never before and explore your craziest ideas.

Play-Well TEKnologies
Letter Of Agreement
2020 Courses

Invoicing

Play Well will be responsible for invoicing the class

Please Note

1. Play-Well TEKnologies programs do not automatically continue; a new Letter of Agreement must be negotiated for new programs.
2. Programs must be conducted in a clean, indoor area on the first floor or in a room that is handicap accessible.
3. For programs held for multiple days, we prefer to use the same room each day.
4. Students will not be able to keep LEGO materials. All materials used are the property of Play-Well TEKnologies and are not for sale or distribution.
5. Play-Well will provide Liability and Workers Compensation insurance verification if requested.
6. The first day of enrichment programs, we request access to the site approximately 15 minutes before and after for setup and cleanup.

Michael Luong for Play-Well TEKnologies

Maude Price Elementary Representative

Date

Date

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

SERVICE AGREEMENT
Agreement No. 201920-219

THIS AGREEMENT made and entered into this 2 of December, 2019 by and between Haynes Family of Programs, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Provide 70 hours of supplemental academic services per settlement agreement for

JoGaVe (# 727757)

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 85/hour, not to exceed \$ 5,950.00 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 12/2/19 and will terminate on or before 5/31/21 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. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Haynes Family of Programs
Dept.: S.T.A.R. Academy
Address: P.O. Box 400
La Verne, CA 91750
Contact: Jonas Maceda, Director, NPA
Phone/email: 909-667-2107/jmaceda@leroyhaynes.or

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Haynes Family of Programs - S.T.A.R. Academy



Signature

Print Name: Daniel Maydeck

Print Title: CEO/President

Date: 12/2/19

District use only below line

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

Patricia G. Sandoval - Director of Special Education

Name and Title of Site Administrator-Please print


Signature of Site Administrator

12/19/19
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-219

Page 4 of 4

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

SERVICE AGREEMENT
Agreement No. 201920-220

THIS AGREEMENT made and entered into this 27 of August, 2019 by and between Optometric Vision Care Associates OVCA, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
To provide 32 sessions of Vision Therapy (student 733399) to be used during the 2019-2020
school year.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 170/per session, not to exceed \$ \$5,440 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 9/9/19 and will terminate on or before 5/29/20 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

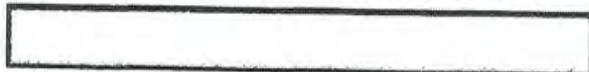
SERVICE PROVIDER

Name: ERIC T. IKEDA, O.D.
Dept.: OPTOMETRIC VISION CARE
Address: 16816 CLARK AVE.
BELLFLOWER, CA 90706
Contact: CAROL YEE
Phone/email: 562-925-6591
ovca.staff.1@gmail.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

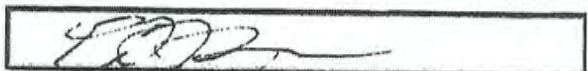
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

OPTOMETRIC VISION CARE ASSOCIATES
ERIC T. IKEDA, O.D.



Signature

Print Name: ERIC T. IKEDA, O.D.

Print Title: OWNER

Date: 12/3/19

District use only below line

Account Number to be Charged 01.0-33100.0-50010-31400-5804-7430000

Patricia Gonzalez-Sandoval I Director / Special Education

Name and Title of Site Administrator-Please print


Signature of Site Administrator

12/19/19
Date

Signature of Program Director ONLY IF using categorical funds

Date

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

SERVICE AGREEMENT
Agreement No. 201920-223

THIS AGREEMENT made and entered into this 9th of September, 2019 by and between Realtime Learning Systems, 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.

StenEd Theory Complete

See Attachment A
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 304 per student, not to exceed \$ 18,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 7/1/2019 and will terminate on or before 6/30/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Realtime Learning Systems
Dept.: _____
Address: 224 S. Main St. #214
Springville, UT 84663
Contact: Jared Carman
Phone/email: 885-749-4134 jcarman@
travinculture.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: January 21, 2019

SERVICE PROVIDER

Realtime Learning Systems

Signature

Print Name: JARED CARMAN

Print Title: CEO

Date: 10/16/19

District use only below line

Account Number to be Charged 11.0-06390.0-46300-10000-5840-6285020

Blanca Rochin, Principal

Name and Title of Site Administrator-Please print

Blanca Rochin
Signature of Site Administrator

12-2-19

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-223

Page 4 of 4

Purchase Order

From:

Realtime Learning Systems
224 S. Main Street, Suite 214, Springville, UT 84663
Ship To:
Downey Adult School
12340 Woodruff Ave, Downey, CA 90241

Purchase Order No: RTC2

Item	Description	Unit Price	Total
StenEd Theory Complete	StenEd Theory Machine Shorthand instructional videos, practice material, and readback package. Includes immediate feedback & grading, and usage & progress reports for each student.	\$304 per student	Not to exceed \$6000
Total			

Note / Comments:
Date: July 1, 2019 – June 30, 2020
Purchaser:
Title:

DOWNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES
No. 201920-225

This AGREEMENT is made and entered into this, 23rd day of July, 2019,

between the Downey Unified School District ("DISTRICT") and

Leah M. Medrano, ("CONSULTANT"), to provide services

under the direction of:

Blanca Rochin (Printed Name Administrator Site/Department)	Downey Adult School (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)*

Instruction for Zumba classes

2. LOCATION OF PERFORMANCE/SERVICE: Downey Adult School

3. PERIOD OF AGREEMENT

This Agreement is effective 07/01/2019 and will be completed by 06/30/2020 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

5. CREDENTIAL

Does service provided require a credential, certificate, or permit? ☐ Yes ☒ No

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

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

6. 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.

8. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$. 60% of class fee paid, per student not to exceed a total of \$ 1,500.00 Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

9. 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.

10. 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 AM. Best Company:

- a. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- b. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.
 - (1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
 - (3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.
- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

11. **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.

12. 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.

13. 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).

14. 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.

15. 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.

16. GOVERNING LAW

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

17. 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.

18. 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.

19. **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.

Van M. Medrano
Consultant Name

Downey Unified School District

[Signature]
Signature

Christina Aragon
Associate Superintendent

-
Taxpayer ID no. or Soc. Sec. Number

January 21, 2020

Date

-
City, State, Zip Code

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

11-19-19
Date

District use only below line

Account Number to be Charged: 11.0-06390.0-41100-10000-5804-6284060

Blanca Rochin, Principal

Name and Title of Site Administrator-Please print
Date:

[Signature]

Signature of Site Administrator

12/2/19

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

-
Signature of Program Director

-
Date

Financial Services (verify acct. #)

Agreement for Independent Consultant Services

5 | Page

Rev. 06/21/18

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

SERVICE AGREEMENT
Agreement No. 201920-228

THIS AGREEMENT made and entered into this 27th of December, 2019 by and between Grupo Crecer, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Grupo Crecer will provide parent education workshops at Pace Training Center

See Service Proposal attached

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 15,000.00, not to exceed \$ 15,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 1/30/2020 and will terminate on or before 3/19/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

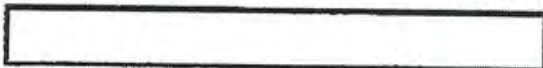
SERVICE PROVIDER

Name: Grupo Crecer
Dept.:
Address: 421 North Brookhurst, Suite 100
Anaheim, CA 92801
Contact: Ana Pelayo
Phone/email: 714-558-0828

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Grupo Crecer



Signature

Print Name: Grover Bravo

Print Title: Executive Director

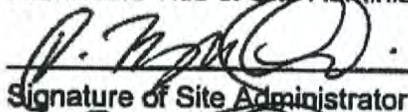
Date: 01/03/2020

District use only below line

Account Number to be Charged 01.0-03000.0-11100-10000-5810-7470480

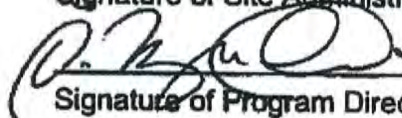
Veronica Lizardi, Ed.D., Director, Instructional Support Programs

Name and Title of Site Administrator-Please print



Signature of Site Administrator

1/6/2020
Date



Signature of Program Director ONLY IF using categorical funds

1/6/2020
Date

Downey Unified School District
Service Agreement No. 201920-228

Page 4 of 4



Grupo CRECER

SERVICE PROPOSAL

The purpose of this Service Proposal is to detail the working relationship between the **Grupo CRECER** organization and **Downey Unified School District** in the delivery of the Grupo CRECER Family Strengthening parent education program.

Goal: The goal of this collaborative effort is to improve student's academic success through the delivery of parenting workshops for parents of Downey Unified School District covering topics that emphasize improved communication, family structure, reduced family abuse, and the identification and strengthening of children's academic skills.

Objective:

To conduct a series of eight, 2-hour parent education workshops once per week (Thursday evening classes. Evening classes will be held from 6:00 P.M. to 8:00 P.M. for 8 weeks at Pace Training Center, starting January 30, 2020 and ending, March 19, 2020.

Topic Options

Grupo Crecer offers seven different topics, delivered in eight, 2-hour workshops conducted once per week for 8 weeks.

The topic offered for these two sessions is:

■ **Strengthening Families and Adolescents toward Academic Success**

Language Options

Schools wishing to provide the Grupo CRECER program in Spanish and English may choose from two options:

■ **Separate Spanish language and English-language groups**

Grupo CRECER offers its culturally tuned programs in Spanish or English. The topics presented use specific words, expressions, examples, and symbols relevant to the language of the participating group. Grupo CRECER will provide a culturally competent educator and materials for either Spanish or English-speaking groups. Each group is scheduled and billed as an independent series.

■ **Translation Spanish-language group**

In the event that Downey Unified School District cannot provide their own class translator, Grupo CRECER will provide simultaneous Spanish-English translation for the English-speaking participants. DUSD will be billed for translator time (at a rate of \$60.00 per hour) and will be responsible for providing electronic translation equipment (available from the school district.)

Grupo CRECER will be responsible for delivering the workshops as per this Service Agreement. **Downey Unified School District** will assist Grupo CRECER in the capacity listed below.



Grupo CRECER

WILL PROVIDE:

- ✓ Professional facilitators for every session
- ✓ All outlines, handouts, brochures and materials for each week's session for each participant
- ✓ Professional parent recruitment services for each session
- ✓ Will report at the end of the program a list with attendance, number of parents completing the program, description of common issues and suggested follow-up
- ✓ A certificate of completion for each participant at the end of the series

Downey Unified School District WILL PROVIDE:

- ✓ An appropriate learning space for all sessions
- ✓ Child Care
- ✓ Translation equipment (if translation option is chosen)

Constraints:

The term of this Service Proposal is for the duration of the 2019-2020 school year.

Compensation:

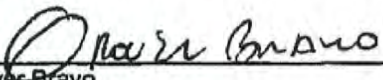
Downey Unified School District will compensate Grupo CRECER for these series of parent education workshops provided. Fees are as follows:

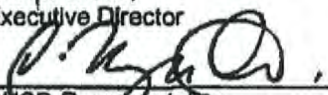
The \$15,000 fee will service up to 150 parents. The cost of \$100 will be charged for any additional parent completing the program at each of the schools. If more than 150 parents graduate, we will provide Downey Unified School District with an amendment charging them for the addition fees.

Fees include all services and provision as stated above.

Beyond monetary compensation, the collaboration between all parties will assure that the issue of improving academic success is being more fully addressed in the District's schools and communities, and that the model of family strengthening is further being formalized for the benefit of all partners.

Grupo CRECER will submit an invoice payable one week before the completion of each series. All payments to Grupo CRECER are subject to net 15 days terms and completed performance, and acceptance of the services by Downey Unified School District.



Grover Bravo,
Executive Director


DUSD Representative

12 / 11 / 2019

Date
1/6/2020

Date

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

SERVICE AGREEMENT
Agreement No. 201920-231

THIS AGREEMENT made and entered into this 6th of January, 2020 by and between Solution Tree, Inc., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Onsite Professional Development
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 8,500.00, not to exceed \$ 8,500.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins December 12, 2019 and will terminate on or before February 13, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

NIA - Service provider will not have contact with district students At

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. **AC**

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.

N/A - service provider will not have contact with district students **AC**
Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

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

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

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

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

DISTRICT

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

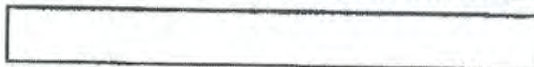
SERVICE PROVIDER

Name: Solution Tree
Dept.:
Address: 555 N. Morton Ave
Bloomington, IN 47404
Contact: Cassandra Barkley
Phone/email:

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

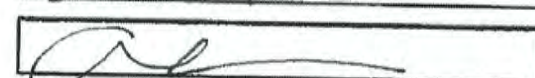
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Solution Tree



Signature

Print Name: Ali Cummins

Print Title: Director of PD

Date: 1/8/2020

District use only below line

Account Number to be Charged 01.0-75100.0-11100-10000-5890-7470000

Name and Title of Site Administrator-Please print

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-231

Page 4 of 4

2*3657



Solution Tree, Inc. Purchase Agreement

Effective December 12, 2019, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Downey Unified School District ("Customer") located at 11627 Brookshire Avenue Downey, CA 90241 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$8,500.00
Total	\$8,500.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,700.00	Upon execution of Agreement
Onsite Professional Development	\$6,800.00	February 13, 2020

3. Onsite Professional Development

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Tom Schimmer ("Associate"), to disseminate information for Customer on the topic of *Assessment* on February 13, 2020, concluding by 3:00pm
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.


4. General Terms

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated

reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

- 4.2. **Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- 4.3. **Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.
- 4.4. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:


Christina Aragon
Associate Superintendent, Business Services
Downey Unified School District

12-19-19
Date


Ali Cummins
Director of Professional Development
Solution Tree, Inc.

12/19/19
Date

Please email this Agreement to Shira Flax at Shira.Flax@SolutionTree.com or fax to 866 308 3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Raul Bertsch

Title: Director of Secondary Education

Phone: (562) 469-6780

Email: rbertsch@dusd.net

Cell #: (562) 335-7772

Fax: (562) 469-6597

Who will receive and pay the invoices?

Contact: Wanda Iacovitti

Title: Senior Secretary

Phone: (562) 469-6569

Email: wiacovitti@dusd.net

Fax: (562) 469-6597

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

SERVICE AGREEMENT
Agreement No. 201920-232

THIS AGREEMENT made and entered into this 13 of December, 2019 by and between STAR Academy-Haynes NPA, 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.
30 Hours of Language and Speech & 75 Hours of Supplemental Academic Services
Services for Student #712433
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 11,325.00, not to exceed \$ 11,325.00 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 12/13/2019 and will terminate on or before 06/30/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Haynes Family of Programs
Dept.: STAR Academy (NPA)
Address: PO Box 400
La Verne, CA 91750
Contact: Jonas Maceda
Phone/email: 909-667-2107/jmaceda@leroyhaynes.or

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: January 21, 2020

SERVICE PROVIDER

Haynes Family of Programs - S.T.A.R. Academy



Signature

Print Name: Daneil Maydeck

Print Title: CEO/President

Date: 12/18/19

District use only below line

Account Number to be Charged 01.0-65000-57500-11800-5817-7430000

Dr. Patricia Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date



HAYNES

FAMILY OF PROGRAMS

EDUCATION CENTER
S.T.A.R. ACADEMY

Non-Public School & Non-Public Agency Services Haynes **Education Center (NPS) & S.T.A.R. Academy (NPA)** **Rate Sheet – Home Based Services 2019-2020*****

(1) Supplemental Academic Services (SAS) or Transition Services	\$85.00	Per Hour
(2) In-Home & Hospital (IHH)/Resource Specialist Program (RSP) Services**	\$120.00	Per Hour
(3) Educational Counseling & Guidance – Individual	\$100.00 to \$120.00	Per Hour
a. Parent Training	\$100.00	Per Hour
b. Educational Counseling		
a. E.R.I.C.S. or E.R.M.H.S.	\$120.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual		
a. Language & Speech Therapy	\$165.00	Per Hour
b. Language and Speech Assessment	\$1,750.00	Per Student
c. Language and Speech Assessment – Includes AAC Assessment	\$1,950.00	Per Student
(5) Occupational Therapy (OT) – Individual		
a. Occupational Therapy	\$165.00	Per Hour
b. Occupational Therapy Assessment	\$1,750.00	Per Student
(6) Behavior Intervention - School or Home Based		
a. Behavior Intervention Implementation (BII)	\$85.00	Per Hour
b. Behavior Intervention Development (BID) or Consultation	\$130.00	Per Hour
c. Functional Behavioral Assessment – One Location	\$1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School & Home)	\$1,950.00	Per Student
e. Functional Analysis Assessment	\$1,950.00	Per Student
(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing	\$100.00	Per Hour
(8) Academic Achievement Test or Transition Assessment		
a. Comprehensive Academic Assessment (WJ IV, KTEA, Brigance) - Max 2 Tests	\$850.00	Per Student
b. Transition Assessment	\$1,700.00	Per Student

**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charge at the same hourly rate listed above.

***School District & Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized NPA service/contracted hours. SSR report will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 05 hour of indirect services as "Final Session/SSR."

D.U.S.D. Agreement No. 201920-234



"The Mail Advertising Company."

Info@SullivanGRP.com (E-Mail)

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3. Fees.

Initial Fees. Unless otherwise indicated, Advertiser shall pay to Company all "Total Initial Fees" at the time of the execution of this Agreement as well as any and all production related fees. These fees must be received by Company no less than ten, (10), business days prior to posting of advertising. These, and all other fees, are non-refundable whether Agreement is fulfilled in whole, in part, or cancelled for any reason, unless cancelled by Company without any default of Advertiser and Advertiser is not delinquent on any fees. Failure to provide such fees, and/or any payments due may delay the placement or continuation of the advertisement but in no way relieves Advertiser's obligation hereunder nor changes or modifies the contracted "Start Date" or "End Date". Agreement is non-cancellable by Advertiser. "Initial Fees" shall be applied to the first and last 4-week period advertising fees as well as any applicable production fees.

b. Fees. Advertiser agrees to pay the per 4-Week period Fee in advance, without offset, on or before the due date listed on each billing. Taxes are not included in per 4-week rates. Advertiser is responsible for all applicable taxes. Payments made by credit card, if available, will be subject to a transaction fee.

Late Fees. Payments not received within 07 days of the due date shall be assessed a late fee equal to 10% of the past due/unpaid balance and shall accrue interest at a rate equal to one and a half percent, (1.5%), compounded monthly from the due date of such payment. In the event that Advertiser's account becomes 30 days past due, all past due and future advertising fees, as outlined within the Agreement, are payable within 15 calendar days of written demand by Company to the Advertiser at the Advertiser's normal place of business and / or regular billing address. Returned/NSF checks will be assessed a Service Fee of \$35.00 per check/per return. In addition to late fees and interest charges, if any, Advertiser agrees to pay all costs, including attorney fees, associated with any action to enforce this Agreement including actions to collect sums due and owing hereunder, and that said amounts may be included in any total amount sought by Company.

4. Moves / Changes.

a. Advertiser may request to relocate advertisement(s) to another location(s) within the mall. Company will, when space is available, relocate advertisement(s) at a rate of \$150.00 per panel advertisement. Replacement or exchanges of Advertiser advertisement(s) graphics is/are to be conducted by Company only with a graphic design rate of \$95.00 per hour and a print/production rate of \$175.00 per advertisement. Company reserves the right to relocate advertisements within the Mall facilities.

b. Any changes or alterations of the advertisement will be at Advertiser's expense. All graphics and all modifications to graphics are subject to approval by Company and/or property management. Proof Of Performance photo's, (POP's), if available, are typically forwarded to Advertiser within 10 to 15 business days from the advertising posting date.

5. Limitation of Liability. Company shall not be liable to Advertiser for any incidental, indirect, special or consequential damages of any kind including but not limited to any loss of use, loss of business, or loss of profit.

6. No Warranties. Company provides no warranties, expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

7. Uncontrollable Circumstances. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather, storms or other natural occurrences; strikes or other labor unrest; power failures; acts of terrorism or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control. This shall also include acts by mall property management, mall property owners, display unit owners, and other such type entities which are outside the control of Company and without reasonable notice to Company or Advertiser.

8. Amendments: No Waivers.

a. Any provision of this Agreement may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties.

b. No failure by any party hereto to insist upon the strict performance of any duty or condition hereof, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any duty or condition hereof.

9. Severability. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of this Agreement.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska and any claim brought under this Agreement shall be under the jurisdiction of and filed in only the District Court of Douglas County, Nebraska.

11. Entire Agreement: No Assignments. This Agreement (a) constitutes the entire Agreement and understanding of the parties hereto and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, (b) is not intended to confer upon any other person any rights or remedies hereunder, and (c) shall not be assigned, by operation of law or otherwise. No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

Advertiser or Authorized Agent

By: _____

Title: Assoc. Supt. Bus. Svcs.

Date: Jan , 21 , 2020

Sullivan Media, Inc.

By: _____
David P. Sullivan, President & CEO

Date: _____/_____/_____

DOWNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES
No. 201920-235

This AGREEMENT is made and entered into this 1st day of January 2020,
between the Downey Unified School District ("DISTRICT") and
Consuelo Hernandez, ("CONSULTANT"), to provide services
under the direction of:
Christina Aragon, Assoc. Superintendent of Business, District Office/Business Services
(Printed Name Administrator Site/Department) (Site/Department)

1. SCOPE OF SERVICES

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

Risk Management and Workers' Compensation Consulting Services

2. LOCATION OF PERFORMANCE/SERVICE: District Office

3. PERIOD OF AGREEMENT

This Agreement is effective 1/1/2020 and will be completed by 6/30/2020 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

4. CREDENTIAL

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

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

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

5. INDEPENDENT CONSULTANT

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

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$ 100.00 per hour not to exceed a total of \$ 50,000. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

- (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.

Consuelo Hernandez

Consultant Name


Signature

Downey Unified School District

Christina Aragon

Associate Superintendent

Taxpayer ID no. or Soc. Sec. Number

Date

Street Address

Downey Unified School District

11627 Brookshire Avenue

Downey, CA 90241

(562) 469-6520

Long Beach, CA 90815

City, State, Zip Code

December 16, 2019

Date

District use only below line

Account Number to be Charged: 67.1-00000.0-00000-60000-5804-7520000

Print Name and Title of Site Administrator

Date

Signature of Site Administrator

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

Signature of Program Director

Date

Financial Services (verify acct. #)

Agreement for Independent Consultant Services

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Rev. 07/10/18

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

SERVICE AGREEMENT
Agreement No. 201920-238

THIS AGREEMENT made and entered into this 8th of January, 2020 by and between Creative Works Consulting Agency, 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.

Assist Downey Unified with marketing and business strategies to help
promote and make successful the first annual Regional Parent Summit.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 10,000.00, not to exceed \$ 10,000.00 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 01/06/2020 and will terminate on or before 03/31/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Creative Works Consulting Agency
Dept.: _____
Address: 5380 Los Monteros
Yorba Linda, CA 92887
Contact: Kira Banos
Phone/email: 562-774-5813

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Creative Works Consulting Agency

Signature

Print Name: Kira Banos

Print Title: Owner

Date: 01/08/2020

District use only below line

Account Number to be Charged 01.0-30100.0-11100-10000-5890-7470000

Veronica Lizardi, Ed.D., Director, Instructional Support Programs

Name and Title of Site Administrator-Please print

Signature of Site Administrator

01/08/2020

Date

Signature of Program Director ONLY IF using categorical funds

01/08/2020

Date

Downey Unified School District
Service Agreement No. 201920-238

Page 4 of 4

SCOPE OF WORK BRIEFING – DUSD Parent Summit

Creative Works Consulting Agency will be assisting Downey Unified with marketing and business strategies to help promote and make successful the first annual Regional Parent Summit (Name TBD). This 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 to DUSD. Ultimately, our number one priority is to create brand awareness, attendance, and ultimately an increase in student registration as a result of this project.

- *Business development consult/strategy - \$125/hr billed hourly to nearest quarter hour*
- *Ad campaign/marketing development - \$125/hr billed hourly to nearest quarter hour*
- *Design services - \$75/hr billed hourly to nearest quarter hour*
- *Copywriting services - \$75/hr billed hourly to nearest quarter hour*

Anticipated project budget (\$10,000) with following estimated breakdowns:

- *56 consulting hours - \$7,000*
- *40 art design/copywriting hours - \$3000*

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

SERVICE AGREEMENT
Agreement No. 201920-240

THIS AGREEMENT made and entered into this 6th of January, 2020 by and between Momentum Teaching, LLC, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
Professional development to assist with the implementation of CCSS through a Writing Workshop
approach, with a focus on informational, narrative, and opinion writing.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 20,400.00, not to exceed \$ 20,400.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 11/4/2019 and will terminate on or before 4/23/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Momentum in Teaching
Dept.: treasurer
Address: 6950 E. Goldcrest Street
Long Beach, CA 90815
Contact: Leslie Courtney
Phone/email: 310-963-2108

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

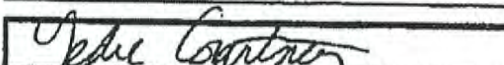
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Momentum in Teaching



Signature

Print Name: Leslie Courtney

Print Title: treasurer

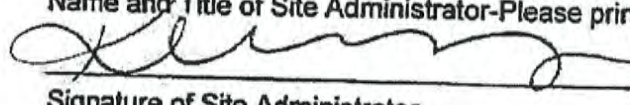
Date: 1/7/20

District use only below line

Account Number to be Charged 01.0- _____

Katherine Estevez, Ed.D. Principal

Name and Title of Site Administrator-Please print



Signature of Site Administrator

1/7/2020

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-240

Page 4 of 4



MOMENTUM IN TEACHING

TEACHING BEYOND THE BOOK

PROPOSAL

To

Date: November 15, 2019
#509

Kathy Estevez
Galletin Elementary School
Downey Unified School District
9513 Brookshire Ave .
Downey, CA 90240
(562) 904-3583

Salesperson	Job	Payment Terms	Due Date
Leslie Courtney	Professional Development	Due upon services rendered	Within 2 weeks after invoiced

Date of Service	Description	Cost of Service	Line Total
-----------------	-------------	-----------------	------------

11/4/19
11/6/19
11/8/19
11/18/19

12/3/20

2/5/20
2/19/20
2/20/20
2/27/20

Professional development to assist with the implementation of
CCSS through a Writing Workshop approach, with a focus
Informational, Narrative, and Opinion writing.

\$1,700/presenter
1 presenter for
12 day

\$20,400.00

3/10/20

4/10/20
4/23/20

Total \$20,400.00

Make all checks payable to *Momentum in Teaching, LLC*

www.momentuminteaching.com | 6950 E. Goldcrest St., Long Beach, CA 90815 | (310) 963-2108



**AGREEMENT FOR FURNISHING PRACTICAL
EXPERIENCE AND THE USE OF OFFICE
FACILITIES IN EDUCATING
ALLIED HEALTH STUDENTS**

THIS AGREEMENT is made and entered into this 20 of November, 2019 by and between the Board of Heredia Therapy Group hereinafter referred to as AGENCY.

PART I: BASIS AND PURPOSE OF AGREEMENT

WHEREAS, DISTRICT and AGENCY acknowledge a public obligation to contribute to the Allied Health Students' skills education for the benefit of students and to meet community needs;

WHEREAS, DISTRICT provides approved programs in the Allied Health field which require practical experience for students enrolled in these programs;

WHEREAS, AGENCY has facilities suitable for the needs of the students in the Allied Health programs;

WHEREAS, it is to the benefit of both DISTRICT and AGENCY that Allied Health students' have opportunities for practical experience to enhance their capabilities;

NOW THEREFORE, the DISTRICT and AGENCY do covenant and agree as follows:

PART II: GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

1. DISTRICT agrees to abide by existing policies of the AGENCY.
2. DISTRICT agrees to indemnify and relieve the AGENCY, its directors, officers, agents, and employees, for any liability to the DISTRICT, its directors, officers, agents, employees, students and contractors, or to any third party for any loss, cost, claim, damage, or expense arising out of any act or failure to act by the DISTRICT during the performance of this AGREEMENT, including the rendition of any service by any faculty member or student of the DISTRICT in performing activities under or pursuant to this AGREEMENT.
3. DISTRICT shall plan days and hours of practical experience for students of the DISTRICT. All such plans for observation and/or practical experience shall be subject to the approval of the AGENCY.
4. DISTRICT shall assume responsibility for the development, organization, and implementation of the curriculum under the direction of a qualified instructional staff.
5. DISTRICT shall assume responsibility for supervision of students and instruction required in each program, except in such instances as may otherwise be specifically and formally planned and arranged.
6. DISTRICT shall orient all faculty members of school not previously oriented to AGENCY's facilities prior to the start of each semester.
7. DISTRICT shall provide orientation for students to program facility, which will include information as to the general regulations and policies of the AGENCY.

8. DISTRICT shall establish rules and/ or policies concerning:
 - a. Discipline
 - b. Grading
 - c. Emergency medical care
 - d. Liability insurance
 - e. Monitoring services
9. DISTRICT, if requested, shall provide Worker's Compensation insurance covering all DISTRICT personnel.
10. DISTRICT shall supply AGENCY with documentation of such coverage within thirty (30) days of the effective date of this AGREEMENT. DISTRICT shall also keep records of program attendance for the audit fund.
11. DISTRICT, if requested, shall provide, for all its students and staff members, public liability insurance with minimum limits of \$1,000,000 per occurrence in a form acceptable to AGENCY. DISTRICT shall provide to the AGENCY, within thirty (30) days of the effective date of this AGREEMENT, documentation evidencing such coverage. AGENCY shall be provided with no less than ten (10) days notice prior to the cancellation or modification of any such insurance policies.
12. The numerical size of the class utilizing AGENCY facilities shall be limited by experience and capacity, as determined by the DISTRICT with approval of AGENCY.
13. DISTRICT has the privilege of regularly scheduled meetings with the AGENCY staff, including administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program.
14. DISTRICT shall be responsible for assuring that students meet the standards of health and physical fitness as designated by the AGENCY.
15. DISTRICT will exercise confidentiality with regard to all patient/staff information gained during the experience.

PART III: GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

1. AGENCY will maintain the standards (including OSHA standards) which make it eligible for approval as a practical experience facility for instruction in an accredited program.
2. AGENCY staff may participate in the educational program on request of the DISTRICT instructor. This may be resource persons, medical assistant experts, or persons assisting in the planning and implementation of aspects of medical assistant education. Such participation will be voluntary and shall not interfere with assigned AGENCY duties.
3. AGENCY will designate a staff member who will function as Education Coordinator for education uses of the AGENCY facilities, including joint planning with representatives of all involved health science programs.
4. AGENCY will permit the staff and students of the DISTRICT to use its office facilities for allied

health students' education according to the approved curriculum.

5. AGENCY agrees to indemnify and relieve DISTRICT, its directors, officers, agents and employees, for any liability to AGENCY, its directors, officers, agents, employees, and contractors, or to any third party for any loss, cost, claim, damage, or expense arising out of any act or failure to act by the AGENCY during performance of this AGREEMENT, including the rendition of any service by any personnel of AGENCY in performing activities under or pursuant to this AGREEMENT.
6. AGENCY will permit the educational use of such supplies and equipment as are commonly available in the training facility.
7. AGENCY will permit use of the following facilities and services by students and faculty at such times and to the degrees considered feasible by the AGENCY.
 - a. Parking Areas
 - b. Food services as are available to AGENCY staff
 - c. First aid treatment
 - d. Equipment demonstration areas
 - e. Access to sources of information for educational purposes, such as:
Procedure guides, policy manuals, dictionaries, and other references suitable to the office area.
8. AGENCY may refuse access to its office areas to students or DISTRICT faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the AGENCY and the DISTRICT.

PART IV: JOINT RESPONSIBILITIES AND PRIVILEGES

1. Neither the DISTRICT nor AGENCY shall permit its respective students, faculty, or other personnel from publishing any material relative to their practical experience under this AGREEMENT without prior written approval of both the DISTRICT and the AGENCY. Each party to this AGREEMENT shall take affirmative steps to prevent its respective students, staff and other personnel from publishing such unauthorized material described above. Each party shall require that all personnel involved with this health science program shall receive written notification of this provision and all regulations promulgated there under prior to their commencement of participation in said program.

PART V: STATUS OF STUDENTS

1. Students and faculty members of the DISTRICT shall be licensees of the AGENCY for the limited purpose expressed in this AGREEMENT. Such students and faculty shall not at any time be deemed employees or the agents of the AGENCY.
2. Students are subject to the authority, policies, and regulations of the DISTRICT. They are also subject, during program assignments, to applicable AGENCY regulations and must conform to the same standards as are set for AGENCY employees in matters relating to the welfare of patients and general AGENCY operation.

PART VI: PERIOD OF AGREEMENT

1. *This AGREEMENT shall remain in full force and effect for a maximum of five (5) years or until terminated by either party, upon thirty (30) days written notice to the other party.*
2. It is the express agreement and understanding of the AGENCY and the DISTRICT that this AGREEMENT affects the rights, duties, and obligations of only the AGENCY and the DISTRICT, and that it is not intended to, nor does it affect the rights, duties or obligations of, nor does it inure to the benefit of any third party.

PART VII: ANNUAL REVIEW

1. This AGREEMENT shall be administratively reviewed annually by both the DISTRICT and AGENCY.

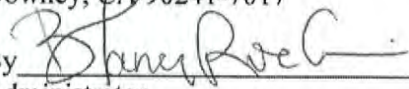
In Witness whereof, the AGENCY has caused this AGREEMENT to be subscribed by its administrator and the DISTRICT has caused this AGREEMENT to be signed in its behalf by its duty authorized officer.

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue,
Downey, CA 90241-7017

By _____
Christina Aragon
Associate Superintendent, Business Services

Date _____

DOWNEY ADULT SCHOOL
Allied Health Programs
12340 Woodruff Avenue,
Downey, CA 90241-7017

By 
Administrator

Date _____

AGENCY INFORMATION

Note: Please attach a business card when mailing the agreement

AGENCY NAME: Heredia Therapy Group

Contact Name: Claudia Doty Title: Director of Operations

Company Address: 13200 Crossroads Parkway Suites 300, City of Industry, CA

Telephone: 562-821-1822 Email: _____ Fax: _____

Signature:  Date: 11-20-19



AGREEMENT FOR FURNISHING PRACTICAL
EXPERIENCE AND THE USE OF OFFICE
FACILITIES IN EDUCATING
ALLIED HEALTH STUDENTS

THIS AGREEMENT is made and entered into this 21st of October, 2019 by and between the Board of Ortho Ins. for Children hereinafter referred to as AGENCY.

PART I: BASIS AND PURPOSE OF AGREEMENT

WHEREAS, DISTRICT and AGENCY acknowledge a public obligation to contribute to the Allied Health Students' skills education for the benefit of students and to meet community needs;

WHEREAS, DISTRICT provides approved programs in the Allied Health field which require practical experience for students enrolled in these programs;

WHEREAS, AGENCY has facilities suitable for the needs of the students in the Allied Health programs;

WHEREAS, it is to the benefit of both DISTRICT and AGENCY that Allied Health students' have opportunities for practical experience to enhance their capabilities;

NOW THEREFORE, the DISTRICT and AGENCY do covenant and agree as follows:

PART II: GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

1. DISTRICT agrees to abide by existing policies of the AGENCY.
2. DISTRICT agrees to indemnify and relieve the AGENCY, its directors, officers, agents, and employees, for any liability to the DISTRICT, its directors, officers, agents, employees, students and contractors, or to any third party for any loss, cost, claim, damage, or expense arising out of any act or failure to act by the DISTRICT during the performance of this AGREEMENT, including the rendition of any service by any faculty member or student of the DISTRICT in performing activities under or pursuant to this AGREEMENT.
3. DISTRICT shall plan days and hours of practical experience for students of the DISTRICT. All such plans for observation and/or practical experience shall be subject to the approval of the AGENCY.
4. DISTRICT shall assume responsibility for the development, organization, and implementation of the curriculum under the direction of a qualified instructional staff.
5. DISTRICT shall assume responsibility for supervision of students and instruction required in each program, except in such instances as may otherwise be specifically and formally planned and arranged.
6. DISTRICT shall orient all faculty members of school not previously oriented to AGENCY's facilities prior to the start of each semester.
7. DISTRICT shall provide orientation for students to program facility, which will include information as to the general regulations and policies of the AGENCY.

8. DISTRICT shall establish rules and/ or policies concerning:
 - a. Discipline
 - b. Grading
 - c. Emergency medical care
 - d. Liability insurance
 - e. Monitoring services
9. DISTRICT, if requested, shall provide Worker's Compensation insurance covering all DISTRICT personnel.
10. DISTRICT shall supply AGENCY with documentation of such coverage within thirty (30) days of the effective date of this AGREEMENT. DISTRICT shall also keep records of program attendance for the audit fund.
11. DISTRICT, if requested, shall provide, for all its students and staff members, public liability insurance with minimum limits of \$1,000,000 per occurrence in a form acceptable to AGENCY. DISTRICT shall provide to the AGENCY, within thirty (30) days of the effective date of this AGREEMENT, documentation evidencing such coverage. AGENCY shall be provided with no less than ten (10) days notice prior to the cancellation or modification of any such insurance policies.
12. The numerical size of the class utilizing AGENCY facilities shall be limited by experience and capacity, as determined by the DISTRICT with approval of AGENCY.
13. DISTRICT has the privilege of regularly scheduled meetings with the AGENCY staff, including administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program.
14. DISTRICT shall be responsible for assuring that students meet the standards of health and physical fitness as designated by the AGENCY.
15. DISTRICT will exercise confidentiality with regard to all patient/staff information gained during the experience.

PART III: GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

1. AGENCY will maintain the standards (including OSHA standards) which make it eligible for approval as a practical experience facility for instruction in an accredited program.
2. AGENCY staff may participate in the educational program on request of the DISTRICT instructor. This may be resource persons, medical assistant experts, or persons assisting in the planning and implementation of aspects of medical assistant education. Such participation will be voluntary and shall not interfere with assigned AGENCY duties.
3. AGENCY will designate a staff member who will function as Education Coordinator for education uses of the AGENCY facilities, including joint planning with representatives of all involved health science programs.
4. AGENCY will permit the staff and students of the DISTRICT to use its office facilities for allied

health students' education according to the approved curriculum.

5. AGENCY agrees to indemnify and relieve DISTRICT, its directors, officers, agents and employees, for any liability to AGENCY, its directors, officers, agents, employees, and contractors, or to any third party for any loss, cost, claim, damage, or expense arising out of any act or failure to act by the AGENCY during performance of this AGREEMENT, including the rendition of any service by any personnel of AGENCY in performing activities under or pursuant to this AGREEMENT.
6. AGENCY will permit the educational use of such supplies and equipment as are commonly available in the training facility.
7. AGENCY will permit use of the following facilities and services by students and faculty at such times and to the degrees considered feasible by the AGENCY.
 - a. Parking Areas
 - b. Food services as are available to AGENCY staff
 - c. First aid treatment
 - d. Equipment demonstration areas
 - e. Access to sources of information for educational purposes, such as:
Procedure guides, policy manuals, dictionaries, and other references suitable to the office area.
8. AGENCY may refuse access to its office areas to students or DISTRICT faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the AGENCY and the DISTRICT.

PART IV: JOINT RESPONSIBILITIES AND PRIVILEGES

1. Neither the DISTRICT nor AGENCY shall permit its respective students, faculty, or other personnel from publishing any material relative to their practical experience under this AGREEMENT without prior written approval of both the DISTRICT and the AGENCY. Each party to this AGREEMENT shall take affirmative steps to prevent its respective students, staff and other personnel from publishing such unauthorized material described above. Each party shall require that all personnel involved with this health science program shall receive written notification of this provision and all regulations promulgated there under prior to their commencement of participation in said program.

PART V: STATUS OF STUDENTS

1. Students and faculty members of the DISTRICT shall be licensees of the AGENCY for the limited purpose expressed in this AGREEMENT. Such students and faculty shall not at any time be deemed employees or the agents of the AGENCY.
2. Students are subject to the authority, policies, and regulations of the DISTRICT. They are also subject, during program assignments, to applicable AGENCY regulations and must conform to the same standards as are set for AGENCY employees in matters relating to the welfare of patients and general AGENCY operation.

PART VI: PERIOD OF AGREEMENT

1. *This AGREEMENT shall remain in full force and effect for a maximum of five (5) years or until terminated by either party, upon thirty (30) days written notice to the other party.*
2. It is the express agreement and understanding of the AGENCY and the DISTRICT that this AGREEMENT affects the rights, duties, and obligations of only the AGENCY and the DISTRICT, and that it is not intended to, nor does it affect the rights, duties or obligations of, nor does it inure to the benefit of any third party.

PART VII: ANNUAL REVIEW

1. This AGREEMENT shall be administratively reviewed annually by both the DISTRICT and AGENCY.

In Witness whereof, the AGENCY has caused this AGREEMENT to be subscribed by its administrator and the DISTRICT has caused this AGREEMENT to be signed in its behalf by its duty authorized officer.

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue,
Downey, CA 90241-7017

DOWNEY ADULT SCHOOL

Allied Health Programs
12340 Woodruff Avenue,
Downey, CA 90241-7017

By _____
Christina Aragon
Associate Superintendent, Business Services

By _____
Administrator

Date _____

Date _____

AGENCY INFORMATION

Note: Please attach a business card when mailing the agreement

AGENCY NAME:

Contact Name: Louaine Camacho Title: Patient Access Sg

Company Address: 403 W. Adam Blvd Los Angeles CA

Telephone: 213-741-8312 Email: Lcamacho@mednet.ucla.edu Fax: 213-741-8328

Signature:  Date: 11/19/19



**AGREEMENT FOR FURNISHING PRACTICAL
EXPERIENCE AND THE USE OF OFFICE
FACILITIES IN EDUCATING
ALLIED HEALTH STUDENTS**

THIS AGREEMENT is made and entered into this 15TH day of October by and between the Board of Education of DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, West Dental, Dr. Nguyen and Dr. Tran hereinafter referred to as AGENCY.

PART I: BASIS AND PURPOSE OF AGREEMENT

WHEREAS, DISTRICT and AGENCY acknowledge a public obligation to contribute to the Allied Health Students' skills education for the benefit of students and to meet community needs;

WHEREAS, DISTRICT provides approved programs in the Allied Health field which require practical experience for students enrolled in these programs;

WHEREAS, AGENCY has facilities suitable for the needs of the students in the Allied Health programs;

WHEREAS, it is to the benefit of both DISTRICT and AGENCY that Allied Health students' have opportunities for practical experience to enhance their capabilities;

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PART II: GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

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2. DISTRICT agrees to indemnify and relieve the AGENCY, its directors, officers, agents, and employees, for any liability to the DISTRICT, its directors, officers, agents, employees, students and contractors, or to any third party for any loss, cost, claim, damage, or expense arising out of any act or failure to act by the DISTRICT during the performance of this AGREEMENT, including the rendition of any service by any faculty member or student of the DISTRICT in performing activities under or pursuant to this AGREEMENT.
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7. DISTRICT shall provide orientation for students to program facility, which will include information as to the general regulations and policies of the AGENCY.

8. DISTRICT shall establish rules and/ or policies concerning:
 - a. Discipline
 - b. Grading
 - c. Emergency medical care
 - d. Liability insurance
 - e. Monitoring services
9. DISTRICT, if requested, shall provide Worker's Compensation insurance covering all DISTRICT personnel.
10. DISTRICT shall supply AGENCY with documentation of such coverage within thirty (30) days of the effective date of this AGREEMENT. DISTRICT shall also keep records of program attendance for the audit fund.
11. DISTRICT, if requested, shall provide, for all its students and staff members, public liability insurance with minimum limits of \$1,000,000 per occurrence in a form acceptable to AGENCY. DISTRICT shall provide to the AGENCY, within thirty (30) days of the effective date of this AGREEMENT, documentation evidencing such coverage. AGENCY shall be provided with no less than ten (10) days notice prior to the cancellation or modification of any such insurance policies.
12. The numerical size of the class utilizing AGENCY facilities shall be limited by experience and capacity, as determined by the DISTRICT with approval of AGENCY.
13. DISTRICT has the privilege of regularly scheduled meetings with the AGENCY staff, including administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program.
14. DISTRICT shall be responsible for assuring that students meet the standards of health and physical fitness as designated by the AGENCY.
15. DISTRICT will exercise confidentiality with regard to all patient/staff information gained during the experience.

PART III: GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

1. AGENCY will maintain the standards (including OSHA standards) which make it eligible for approval as a practical experience facility for instruction in an accredited program.
2. AGENCY staff may participate in the educational program on request of the DISTRICT instructor. This may be resource persons, medical assistant experts, or persons assisting in the planning and implementation of aspects of medical assistant education. Such participation will be voluntary and shall not interfere with assigned AGENCY duties.
3. AGENCY will designate a staff member who will function as Education Coordinator for education uses of the AGENCY facilities, including joint planning with representatives of all involved health science programs.
4. AGENCY will permit the staff and students of the DISTRICT to use its office facilities for allied

health students' education according to the approved curriculum.

5. AGENCY agrees to indemnify and relieve DISTRICT, its directors, officers, agents and employees, for any liability to AGENCY, its directors, officers, agents, employees, and contractors, or to any third party for any loss, cost, claim, damage, or expense arising out of any act or failure to act by the AGENCY during performance of this AGREEMENT, including the rendition of any service by any personnel of AGENCY in performing activities under or pursuant to this AGREEMENT.
6. AGENCY will permit the educational use of such supplies and equipment as are commonly available in the training facility.
7. AGENCY will permit use of the following facilities and services by students and faculty at such times and to the degrees considered feasible by the AGENCY.
 - a. Parking Areas
 - b. Food services as are available to AGENCY staff
 - c. First aid treatment
 - d. Equipment demonstration areas
 - e. Access to sources of information for educational purposes, such as:
Procedure guides, policy manuals, dictionaries, and other references suitable to the office area.
8. AGENCY may refuse access to its office areas to students or DISTRICT faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the AGENCY and the DISTRICT.

PART IV: JOINT RESPONSIBILITIES AND PRIVILEGES

1. Neither the DISTRICT nor AGENCY shall permit its respective students, faculty, or other personnel from publishing any material relative to their practical experience under this AGREEMENT without prior written approval of both the DISTRICT and the AGENCY. Each party to this AGREEMENT shall take affirmative steps to prevent its respective students, staff and other personnel from publishing such unauthorized material described above. Each party shall require that all personnel involved with this health science program shall receive written notification of this provision and all regulations promulgated there under prior to their commencement of participation in said program.

PART V: STATUS OF STUDENTS

1. Students and faculty members of the DISTRICT shall be licensees of the AGENCY for the limited purpose expressed in this AGREEMENT. Such students and faculty shall not at any time be deemed employees or the agents of the AGENCY.
2. Students are subject to the authority, policies, and regulations of the DISTRICT. They are also subject, during program assignments, to applicable AGENCY regulations and must conform to the same standards as are set for AGENCY employees in matters relating to the welfare of patients and general AGENCY operation.

PART VI: PERIOD OF AGREEMENT

1. *This AGREEMENT shall remain in full force and effect for a maximum of five (5) years or until terminated by either party, upon thirty (30) days written notice to the other party.*
2. It is the express agreement and understanding of the AGENCY and the DISTRICT that this AGREEMENT affects the rights, duties, and obligations of only the AGENCY and the DISTRICT, and that it is not intended to, nor does it affect the rights, duties or obligations of, nor does it inure to the benefit of any third party.

PART VII: ANNUAL REVIEW

1. This AGREEMENT shall be administratively reviewed annually by both the DISTRICT and AGENCY.

In Witness whereof, the AGENCY has caused this AGREEMENT to be subscribed by its administrator and the DISTRICT has caused this AGREEMENT to be signed in its behalf by its duty authorized officer.

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue,
Downey, CA 90241-7017

DOWNEY ADULT SCHOOL
Allied Health Programs
12340 Woodruff Avenue,
Downey, CA 90241-7017

By _____
Christina Aragon
Associate Superintendent, Business Services

By _____
Administrator

Date _____

Date 10-21-19

AGENCY INFORMATION

Note: Please attach a business card when mailing the agreement

AGENCY NAME: West Dental, Dr. Nguyen and Dr. Tran

Contact Name: Dr. Nguyen and Dr. Tran

Title: Dentist

Company address: 6685 Downey Avenue, Long Beach, CA 90805

Telephone: 562-422-7278

Email: westdental.lb@gmail.com

Fax: 562-630-4572

Signature: _____

Date: 10/15/2019

D.U.S.D. Agreement No. 202021-02

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3. Fees.

Initial Fees. Unless otherwise indicated, Advertiser shall pay to Company all "Total Initial Fees" at the time of the execution of this Agreement as well as any and all production related fees. These fees must be received by Company no less than ten, (10), business days prior to posting of advertising. These, and all other fees, are non-refundable whether Agreement is fulfilled in whole, in part, or cancelled for any reason, unless cancelled by Company without any default of Advertiser and Advertiser is not delinquent on any fees. Failure to provide such fees, and/or any payments due may delay the placement or continuation of the advertisement but in no way relieves Advertiser's obligation hereunder nor changes or modifies the contracted "Start Date" or "End Date". Agreement is non-cancellable by Advertiser. "Initial Fees" shall be applied to the first and last 4-week period advertising fees as well as any applicable production fees.

b. Fees. Advertiser agrees to pay the per 4-Week period Fee in advance, without offset, on or before the due date listed on each billing. Taxes are not included in per 4-week rates. Advertiser is responsible for all applicable taxes. Payments made by credit card, if available, will be subject to a transaction fee.

Late Fees. Payments not received within 07 days of the due date shall be assessed a late fee equal to 10% of the past due/unpaid balance and shall accrue interest at a rate equal to one and a half percent, (1.5%), compounded monthly from the due date of such payment. In the event that Advertiser's account becomes 30 days past due, all past due and future advertising fees, as outlined within the Agreement, are payable within 15 calendar days of written demand by Company to the Advertiser at the Advertiser's normal place of business and / or regular billing address. Returned/NSF checks will be assessed a Service Fee of \$35.00 per check/per return. In addition to late fees and interest charges, if any, Advertiser agrees to pay all costs, including attorney fees, associated with any action to enforce this Agreement including actions to collect sums due and owing hereunder, and that said amounts may be included in any total amount sought by Company.

4. Moves / Changes.

a. Advertiser may request to relocate advertisement(s) to another location(s) within the mall. Company will, when space is available, relocate advertisement(s) at a rate of \$150.00 per panel advertisement. Replacement or exchanges of Advertiser advertisement(s) graphics is/are to be conducted by Company only with a graphic design rate of \$95.00 per hour and a print/production rate of \$175.00 per advertisement. Company reserves the right to relocate advertisements within the Mall facilities.

b. Any changes or alterations of the advertisement will be at Advertiser's expense. All graphics and all modifications to graphics are subject to approval by Company and/or property management. Proof Of Performance photo's, (POP's), if available, are typically forwarded to Advertiser within 10 to 15 business days from the advertising posting date.

5. Limitation of Liability. Company shall not be liable to Advertiser for any incidental, indirect, special or consequential damages of any kind including but not limited to any loss of use, loss of business, or loss of profit.

6. No Warranties. Company provides no warranties, expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

7. Uncontrollable Circumstances. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather, storms or other natural occurrences; strikes or other labor unrest; power failures; acts of terrorism or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control. This shall also include acts by mall property management, mall property owners, display unit owners, and other such type entities which are outside the control of Company and without reasonable notice to Company or Advertiser.

8. Amendments; No Waivers.

a. Any provision of this Agreement may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties.

b. No failure by any party hereto to insist upon the strict performance of any duty or condition hereof, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any duty or condition hereof.

9. Severability. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of this Agreement.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska and any claim brought under this Agreement shall be under the jurisdiction of and filed in only the District Court of Douglas County, Nebraska.

11. Entire Agreement; No Assignments. This Agreement (a) constitutes the entire Agreement and understanding of the parties hereto and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, (b) is not intended to confer upon any other person any rights or remedies hereunder, and (c) shall not be assigned, by operation of law or otherwise. No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

Advertiser or Authorized Agent

Sullivan Media, Inc.

By: _____

By: _____
David P. Sullivan, President & CEO

Title: Assoc. Supt. Bus. Svcs.

Date: Jan / 21 / 2020

Date: _____ / _____ / _____

AGREEMENT FOR
INDEPENDENT CONSULTANT/PROFESSIONAL SERVICES (CONSTRUCTION RELATED)
BY AND BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT
AND
MTGL INC.

☐ Geotechnical Services ☒ Hazardous Material Testing ☐ Special Testing & Inspection ☐ Surveying – Topographic

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of December 12, 2019 by and between Downey Unified School District ("District") and MTGL Inc. ("Consultant").

RECITALS

WHEREAS, the District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process, which the District did; and

WHEREAS, Consultant is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the services pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **Services.** The Consultant shall provide the services as described in **Exhibit A**, attached hereto and incorporated herein by this reference ("**Services**" or "**Work**"). The scope of services will generally consist of the following:

Limited Soil Testing at Doty Middle School

- 1.1. The Services shall be performed on the following project(s) / site(s) ("**Project**"):

Doty Middle School

as further described in the Project Scope attached hereto as **Exhibit A**.

- 1.2. The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining Project component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately on a proportionate basis based on the level and scope of Services completed for each site.
2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following:

From December 16, 2019, to January 31, 2020.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>X</u>	Signed Agreement
<u>X</u>	Workers' Compensation Certification
<u>X</u>	Fingerprinting/Criminal Background Investigation Certification
<u>X</u>	Insurance Certificates and Endorsements
<u>X</u>	W-9 Form
<u> </u>	Bonds (as required or requested by District)
<u> </u>	

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit A (Prices for Services)**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Thousand Eight Hundred and Thirty-Four Dollars (\$1,834.00)**. District shall pay Consultant according to the following terms and conditions:
- 4.1. The Consultant shall submit a monthly itemized statement of Service charges and expenses to the District on the fifth (5th) day of each month. If Consultant performs Services for more than one site, Consultant shall prepare a separate, itemized statement for each site. The itemized statement shall reflect the hours spent by the Consultant in performing its Services, and, if applicable, the statements shall reflect expenses and materials. The itemized statement shall show the days and hours worked each workday Consultant performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Consultant to submit its invoice for a particular month's work. No amounts shall be due or owing to the Consultant if it fails to submit an invoice to the District at or before the end of that grace period.
- 4.2. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an itemized statement to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services/.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant 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. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant's Work, District being interested only in the results obtained.
7. **Consultant and Subconsultant Registration and Compliance.**
- 7.1. Consultant acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Consultant represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.
- 7.2. Labor Code section 1771.1(a) states the following:
- "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the

performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

- 7.3. Consultant shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.
- 7.4. Consultant shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.
- 7.5. Consultant shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
8. **Designated Representatives.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
9. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
10. **Performance of Services.**
 - 10.1. **Standard of Care.**
 - 10.1.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 10.1.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 10.1.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 10.1.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - 10.2. **Meetings.** In addition to all public hearings and meetings, Consultant agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.
 - 10.3. **District Approval.**

- 10.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
- 10.3.2. Prior to any documents being made public, Consultant shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.
- 10.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
11. **Information.**
- 11.1. **Furnished by District.** Upon request by Consultant, District shall furnish Consultant any information and documents readily available to District that the Consultant determines may be of use to the Consultant in the performance of the Services. District shall rely upon Consultant to determine which information and documents may be of use to the Consultant in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Consultant shall determine if it is appropriate to rely on the District furnished information or documents. Consultant shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.
- 11.2. **Furnished by Others.** Consultant is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Consultant shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Consultant shall determine if clarification, additional information, or additional data is needed.
12. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
13. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
14. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.
15. **Termination.**
- 15.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed

given when received by the Consultant or no later than three (3) days after the day the notice was mailed, whichever is sooner.

15.2. **Without Cause by Consultant.** Consultant cannot terminate this Agreement without cause.

15.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

15.3.1. material violation of this Agreement by the Consultant; or

15.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

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

15.4. **With Cause by Consultant.** Consultant may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

15.4.1. Material violation of this Agreement by the District, or

15.4.2. Failure of the District to timely pay undisputed Consultant invoices.

Written notice by Consultant shall contain the reasons for such intention to terminate and unless within thirty (30) 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 thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Consultant.

15.5. **Documentation upon Termination.** Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

16. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including without limitation the payment of all consequential damages.

17. **Insurance.**

17.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following

insurance with minimum limits equal to the amount indicated below.

17.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, 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.)

17.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this 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 Services.

17.1.3. **Professional Liability (Errors and Omissions).** This insurance shall cover the Consultant and his/her Consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

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
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

17.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

17.2.1. 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."

17.2.2. 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.

17.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("Additional Insureds") are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Consultant's insurance

policies shall be primary to any insurance or self-insurance maintained by District.

17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

17.3. **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.

18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law, without express written consent of the District.

19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

20. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Consultant shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.

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 the Consultant 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 District policy. Consultant and each subconsultant shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

23. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

24. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

25. **Interaction with the Media and Public.** Consultant shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Consultant receives a complaint from a citizen or the community, Consultant shall promptly inform the District about the complaint.

26. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and

this Agreement. Consultant agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Consultant may be reported to the Internal Revenue Service.

27. **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.
28. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 28.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 28.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
29. **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 services performed in connection with this Agreement.
30. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop performing the Services.
31. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
32. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.
33. **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 sent by overnight delivery service, addressed as follows:

District:	Consultant:
Downey Unified School District	MTGL, Inc.
11627 Brookshire Avenue	2992 E LA PALMA AVE, STE A
Downey, CA 90241	ANAHEIM, CA 92806
ATTN: Christina Aragon	ATTN: Carl Tucker

Any notice personally given 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.

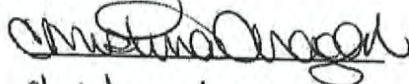
34. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

35. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and 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 the county in which the District's administrative offices are located. Consultant waives any claim or right to remove an action on this Agreement to federal court.
36. **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.
37. **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.
38. **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.
39. **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.
40. **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.
41. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
42. **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.
43. **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.
44. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
45. **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 herein.
46. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("RFQ/RFP"), the RFQ/RFP is incorporated into this Agreement.
- IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: 12/19/19, 20__

Downey Unified School District

Signature:



Print Name:

Christina Aragon

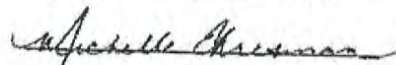
Print Title:

Associate Superintendent

Dated: DECEMBER 18, 2020

MTGL, Inc.

Signature:



Print Name:

Michelle Ehresman, CAC, LIA/LPM, ICRA

Print Title:

Consultant

Information regarding Consultant:

Consultant: MTGL, Inc.

License No.: Not Applicable

Address: 2992 E LA PALMA AVE, STE A, ANAHEIM, CA

Telephone: 714-632-2999

Facsimile: 714-632-2974

E-Mail: CTUCK2@COX.NET

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: CALIFORNIA

☐ Limited Liability Company

☐ Other: _____

33-0580168

Employer Identification and/or Social Security Number

NOTE: Title 26, United States Code sections 6041 and IRS reporting rules require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. These rules also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date:

Name of Consultant or Company:

Signature:

Print Name and Title:

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

☒ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under 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. (Education Code § 45125.1 (c))

Date: December 19, 2019

District Representative's Name and Title: Rene Castro Jr. - Construction Manager

Signature: [Signature]

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

☐ The installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____

Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant or Company: _____

Signature: _____

Print Name and Title: _____



EXHIBIT A

Geotechnical Engineering Construction Inspection Materials Testing Environmental

Office Locations

Orange County
Corporate Branch
2992 E La Palma Avenue
Suite A
Anaheim, CA 92806
Tel: 714 632 2999
Fax: 714 632 2974

Los Angeles
Ventura County
13010 San Fernando Road
Unit 1
Sylmar, CA 91342
Tel: 818 833 8100
Fax: 818 833 0085

San Diego
Imperial County
7313 Carroll Road
Suite G
San Diego, CA 92121
Tel: 858 537 3999
Fax: 858 537 3990

Inland Empire
14320 Elsworth Street
Suite C101
Moreno Valley, CA 92553
Tel: 909 653 4999
Fax: 909 653 4665

Central Dispatch
800 491 2990

www.mtglinc.com

Ms. Christina Aragon
Assistant Superintendent – Business Services
Downey Unified School District
11627 Brookshire Ave
Downey, CA 90241

December 3, 2019
SDEP-19-160.3CT

RE: Arsenic Soil Testing and Analysis
Subject: Downey Unified School District - Doty Middle School

Dear Ms. Aragon;

Pursuant to your request, MTGL is pleased to submit this proposal to perform limited soil testing for your project. Analysis is limited to Arsenic Metals only.

The purpose of testing is to perform due diligence to identify Arsenic (if any) in the soils to be disturbed. MTGL's Certified Environmental Sampler Consultants.

Four (4) samples will be collected in each of the three areas identified on the Overall Site Plan-A111, provided by your office. We estimate a total of twelve (12) samples. Samples will be collected within the top twenty-four inches of soil and the samples will be submitted for standard turn-around analysis

MTGL proposes the following:

Collect soil samples and analysis from the project site. Analysis will be for the following:

- Arsenic, utilizing EPA Method 6010B/7470A.
- Metals STLC Analysis (As Needed)

Costs.

MTGL will provide the sample collection and analysis on a Time-and-Material and "Not-to-Exceed" Basis as indicated in the following schedule:

Soil Sample Collection:

<i>Service</i>	<i>Time-and-Materials Estimate & Rate</i>	<i>Estimated Cost*</i>
Soil sample collection (Includes Travel Time/Fuel and Sample Media & Delivery on Ice to Laboratory. Each Sampling Episode is expected to take up to one 8-hour Shift)	\$125.00/Hour	\$1,000.00/Shift

Arsenic Soil Testing and Analysis * Downey Unified School District - Doty Middle School * Proposal No. SDEP-19-160.3CT *
December 3, 2019

Sample Analysis:

Service	Time-and- Materials Estimate & Rate**		Estimated Cost
Arsenic in Soil, utilizing EPA Method 6010B/7470A (Standard 5-6 Working Day Turn-around)	\$32/Each	\$32/Sample x 12 Samples	\$384.00
Metals STLC Analysis	\$55/Each	\$45 for extraction plus \$10/metal	As Needed*
Estimated Analysis Cost			\$384.00

*As Needed – Conducted upon Client request.

**If more samples are needed per sampling episode, prices will be adjusted per bulk sample.

Report

Service	Time-and- Materials Estimate & Rate
Assessment and Analysis Report.	\$ 450.00/Test Episode
Certified Professional Engineer Review	\$300.00/Test Episode (As Needed)*

*As Needed – Conducted upon Client request.

Total Estimated Cost Per Sample Episode: \$1,834.00

Please indicate your acceptance of this proposal and of the attached Terms and Conditions by endorsing below, by signing our Terms and Conditions where indicated, and returning one copy of the entire proposal to our office. You may also authorize us to begin work by a separate letter of "Authorization to Proceed" referencing this agreement or by faxing us a signed copy of the signature page to this agreement.

We look forward to being of service to you on this project. Please contact me at (858) 537-3999, should you have any questions.

Sincerely,
MTGL, INC.

Carl Tucker
Carl Tucker, IH, CAC
Manager, Industrial Hygiene Services

Attachment: Terms & Conditions

SERVICES ARE REQUESTED AND AUTHORIZED AS DESCRIBED IN THE ABOVE PROPOSAL
THIS _____ DAY OF _____, 2019

Downey Unified School District
Christina Aragon
Name of Firm
Authorized Signature
Christina Aragon
Printed Name/Title

Arsenic Soil Testing and Analysis * Downey Unified School District - Doty Middle School * Proposal No. SDEP-19-160.4CT *
December 5, 2019



MTGLINC-01

DIMEOLAA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768

IOA Insurance Services
4370 La Jolla Village Drive
Suite 600
San Diego, CA 92122

CONTACT NAME: Mandy Murphey

PHONE (A/C, No, Ext): (619) 400-1990 50200

FAX (A/C, No): (619) 574-6288

E-MAIL ADDRESS: Mandy.Murphey@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America 25674

INSURER B: Travelers Indemnity Company of Connecticut 25682

INSURER C: Continental Casualty Company 20443

INSURER D:

INSURER E:

INSURER F:

INSURED

MTGL, Inc.
2992 E. La Palma Ave., Ste. A
Anaheim, CA 92806

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6802H020984	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Deductible \$ 0
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Comp.: \$1,000 Coll.: \$1,000	X	X	BA8319R531	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP4161T475	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	UB7K084400	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Prof Liab/Cims Made			MCH591879084	9/1/2019	9/1/2020	Per Claim 5,000,000 Aggregate 5,000,000
C	<input checked="" type="checkbox"/> Ded.: \$50K Per Claim			MCH591879084	9/1/2019	9/1/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Doty Middle School Arsenic Soil Testing and Analysis

Downey Unified School District is Additional Insured with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

Downey Unified School District
Attn: Andrew Uilmen
11627 Brookshire Ave.
Downey, CA 90241

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Named Insured: MTGL, Inc.
Policy Number: BA8319R531

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL EFFECTS |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II - LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II - LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I - COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

Policy Number: UB7K084400
Named Insured MTGL, Inc.

ENDORSEMENT WC 99 03 76 (00) — 001

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3 . % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS
COMPLETED A WRITTEN AGREEMENT
TO PROVIDE THIS WAIVER.

UNIVERSITY-ORGANIZATION AGREEMENT (UOA)

This agreement entered into this 1st day of January (month) 2020 (year) between SAN JOSE STATE UNIVERSITY referred to as "SJSU" and Downey Unified School District "DUSD" (enter Organization name), referred to as "the Learning Site".

I. STATEMENT OF PURPOSE

A. San Jose State University

San Jose State University is committed to experiential and applied learning experiences for students. This is accomplished through field education, service learning, internships, research, and other forms of community engagement that integrate the STUDENT(S)'s academic study with practical experience. Through such activities students enhance their knowledge of their academic discipline and deepen their sense of civic responsibility, self-awareness, and professional development.

B. Learning Site

The Learning Site is an Educational Organization

(select organization type) located at:

11627 Brookshire Avenue, Downey, CA 90241

(enter full address).

C. The Learning Site and SJSU recognize the opportunity for meaningful learning experiences through community engagement that formally integrates the student's academic study with practical experience within the operations of a cooperating organization. SJSU supports the goals and objectives of the Learning Site program in which students will participate.

II. STUDENT LEARNING

A. Program Activities

Activities will be accomplished in accordance with the student's Learning Plan & Participation Guidelines, reviewed and agreed upon by the STUDENT, SJSU and Learning Site prior to the start of the experience.

The STUDENT will:

1. Participate in all relevant trainings by the Learning Site as stated in Section III-A-2, Training and Orientation of this document.
2. Model professional, ethical and appropriate behavior when working with clients and when at the Learning Site.
3. Support the Learning Site that is a part of the student's learning experience as specified by the Learning Plan & Participation Guidelines.
4. Meet the goals of the Learning Site and the related University program in which the STUDENT is enrolled.
5. Fulfill the specific scope of work duties, identified in the student's Learning Plan & Participation Guidelines.

B. Safe and Productive Environment

The Learning Site is committed to providing a safe and productive environment for STUDENTS in the field program.

1. The Learning Site will:

- a. Give STUDENT a complete tour of the site, and ensure that STUDENT is aware of all relevant safety policies and emergency procedures and is able to act responsibly in case of an emergency.
- b. California law may require the Learning Site to obtain fingerprints of STUDENT and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the Learning Site's responsibility to: 1) Determine whether such fingerprinting is required; 2) obtain the STUDENT'S fingerprints; and 3) obtain criminal background clearance from the appropriate the Learning Site. *If the Students need to be fingerprinted for a criminal background check through FBI/DOJ by DUSD, they will have to provide a Cashier's Check or Money Order made out to Downey Unified School District in the amount of \$81.00.*
- c. California law may require the Learning Site to require STUDENT to submit results of a Tuberculosis (TB) Test. *DUSD requires a current TB test in order for STUDENTS to begin student teaching.* The Learning Site's responsibility is to: (1) notify SJSU in writing of this requirement in advance of the student's placement at the worksite and; (2) obtain results from STUDENT.
- d. The Learning Site representative will notify the appropriate SJSU program coordinator in writing, within 24 hours of any health & safety hazards and/or incidents of violence that occur at the Learning Site worksite during the contract period.

2. SJSU will ensure that STUDENT agrees to the following:

- a. Abide by the Learning Site rules and regulations while on site and working with the Learning Site clients and staff.
- b. Ensure that his or her actions with the Learning Site are safe, positive, productive and ethical.
- c. Advance the program and its objectives by providing support for the Learning Site and/or its staff as necessary and agreed upon in Section II-A, Program Activities, of this document.

III. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE LEARNING SITE

A. The Learning Site

1. Site Supervision: The Learning Site will provide a supervisor, who has been identified in the student's Learning Plan & Participation Guidelines to be responsible for the safety and supervision of STUDENT while on site. The Supervisor will meet with the STUDENT regularly, as specified in the Learning Plan & Participation Guidelines, to facilitate the learning experience for the STUDENT, provide support, and to review progress on assignments and/or activities. All the Learning Site program staff

secondary supervisor will be responsible for the STUDENT in the absence of primary supervision.

- a. The Learning Site supervisor will communicate as needed with the appropriate SJSU staff and/or faculty member.
 - b. The Learning Site and/or his or her designee shall meet with the appropriate SJSU staff or coordinator as needed in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
2. Training and Orientation: The Learning Site supervisor will provide specific training needed by the STUDENT to achieve the work identified in the Learning Plan & Participation Guidelines.
 3. Work Space: STUDENT will have an appropriate space at the Learning Site in which to conduct his/her assigned work. The Learning Site will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her role.
 4. Evaluation/Field Assessment
 - a. The Learning Site supervisor will complete and return a student evaluation regarding quality of service, research and/or work that the STUDENT provided to the Learning Site as required or as agreed upon in the student's Learning Plan & Participation Guidelines.
 - b. The Learning Site supervisor will complete and return any required evaluations of the overall quality of service provided by SJSU community engagement programs (e.g. research, service-learning, field study, etc.) as required.

B. SJSU

1. Training and Reflection: Faculty and/or staff of the appropriate SJSU academic department, institute or program will provide training for STUDENT regarding responsibilities in Section II and will provide opportunities for STUDENT to reflect upon his/her experience working at the Learning Site worksite.
2. Supervision and Accountability: Faculty and/or staff of the appropriate SJSU academic department, institute or program will work closely with the STUDENT, the Learning Site and SJSU faculty to meet the expectations and priorities of the Learning Site.

IV. LENGTH OF AGREEMENT TERM

A. Initial Term: SJSU and the Learning Site have reached this agreement for a five (5) year period beginning with the date of execution of this agreement.

This agreement shall become effective upon execution. Either party may terminate this agreement after giving the other party 30 days advance written notice of the intention to terminate. In the case of early termination, a student may be allowed to complete their assignments as indicated in their Learning Plan & Participation Guidelines.

B. Renewal Process – This agreement may be renewed every five years upon written mutual agreement, and is based on STUDENT feedback, the Learning Site evaluations and SJSU faculty desire to continue this relationship under the conditions that:

1. SJSU and the Learning Site continue to be committed to actively supporting the goals of the other.
2. The STUDENT work is meaningful and of benefit to the Learning Site.
3. The relationship is consistent with the goals of the Learning Site, SJSU, STUDENT and FACULTY.

C. Notices – Notices, requests, consents, claims, demands, waivers and other communication shall be addressed to the parties as follows:

	TO LEARNING SITE	TO THE UNIVERSITY
Organization name	Downey Unified School District	San Jose State University
Address	11627 Brookshire Avenue	One Washington Square
City, state, zip	Downey, CA 90241	San Jose, CA 95192 _____
Attn:	Alyda R. Mir, Assistant Superintendent	Dr. Mary Ann Harlan
Email	almir@dusd.net	maryann.harlan@gmail.com

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement. This document reflects my understanding of the relationship.

LEARNING SITE
By:
Signed above by Authorized Signatory
Name: Alyda R. Mir
Title: Assistant Superintendent
Date: January 10, 2020

SAN JOSE STATE UNIVERSITY
By:
Signed above by Authorized Signatory
Name: Kimberly Webb
Title: Contract Specialist
Date:

GENERAL PROVISIONS

Indemnification

The Learning Site shall be responsible for damages caused by the negligence of its directors, agents, employees and duly authorized volunteers occurring in the performance of this agreement. SJSU shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the Learning Site and SJSU that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The Learning Site shall procure and maintain General Liability insurance, commercial form, with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this placement agreement. This requirement can be met with a certified program of self-insurance.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority. The State of California has elected to be self-insured for its vehicle liability and property exposures. As a State Learning Site, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

Status of Student

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of SJSU.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, the Learning Site shall comply with any state or federal law applicable to the Learning Site's performance under this Contract.

Assignments

Without written consent of SJSU, this agreement is not assignable by the Learning Site either in whole or in part.

Agreement Alternations and Integration

No alternation or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by SJSU its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representative, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

LEASE AGREEMENT

LEASE NUMBER: TBD

This Lease made and entered into as of this 3rd day of January, 2020, by and between Class Leasing, LLC organized and existing under and by virtue of the laws of the State of California, hereinafter designated as "Lessor" and:

Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241

a public Corporation hereinafter designated as "Lessee".

In consideration of the mutual covenants and agreements herein contained, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby rent from Lessor the following personal property:

One (1) 12'x40' Relocatable Restrooms
TBD

which was/will be installed on or about TBD, 2020 by the Lessor on the premises and as directed by the Lease at Doty Middle School, 10301 Woodruff Avenue, Downey, CA 90241, for the use of said Lessee upon the following terms and conditions which are hereby mutually agreed to by the parties hereto.

FIRST: The term of the Lease is for a period of two (2) year(s) commencing TBD, 2020 and ending on TBD, 2022 of which \$18,692.00* is payable TBD, 2020 and the balance of \$18,692.00* is payable TBD, 2021. In the event any installment is not paid within thirty (30) days of the due date, an additional charge of ten (10) percent of the payment due on said installment will be required as provided by law.

SECOND: In addition to the annual rental, the Lessee agrees to pay for the following charges: Delivery Fees of \$6,084.00* and Installation Fees of \$8,800.00* to be paid with the first lease payment. Dismantle Fees of \$8,800.00* and Return Fees of \$6,084.00* to be paid upon termination of lease.

THIRD: The Lessor shall provide all labor, materials, and services required for the complete installation of each unit except that all site work, including connection to utilities, shall be done by the Lessee.

FOURTH: Lessee will furnish light, heat, custodial, and maintenance service to the unit(s) during the lease period.

FIFTH: Lessee may install school furniture and equipment as may be required for school purposes. All such furniture and equipment placed or installed in said unit(s) by the Lessee shall remain the property of the Lessee and upon termination of said Lease for any cause, shall be removed by said Lessee.

SIXTH: Lessee agrees that the said property will be used by Lessee for the ordinary and usual purpose for which it is designated and the Lessee shall not make or have made any alteration of said unit(s) without prior written consent of the Lessor.

It is further agreed that during the term of this Lease, Lessee shall be responsible for and shall pay all charges for upkeep and/or storage of said property and shall make, at its own expense any and all repairs, and supply and pay for any and all parts and accessories needed to maintain and operate said property in proper condition and in good running order, and at the end of the Lease period or upon earlier termination, the Lessee shall re-deliver said property to Lessor in as good condition as when delivered to Lessee, reasonable wear and tear excepted.

SEVENTH: "Except for claims and liabilities arising from the negligence of Lessor" Lessee agrees to be liable for, and pay and satisfy every claim and liability arising against said property, during the term of this Lease, and assumes hereunder all assessments, sales use, property, or other taxes and charges imposed whether the same be assessed against the Lessor or Lessee by any Federal, State, or Local Government in which said property is, or may be operated, during the term of this Lease, and Lessee agrees to defend at Lessee's own expense any and all action brought against either or both parties hereto for damages to persons, property, caused by said property, or by its operation, and to hold Lessor free and harmless of and from any and all claims and demands, which may arise or be occasioned to any persons, or to any property by or through the use of said property during the term of this Lease, or any renewal thereof.

* Includes any applicable taxes

Lessor  Lessee 

EIGHTH: Lessee will cause its own all risk insurance property policies to be extended to cover the said classroom(s) for their full replacement cost (new for old without depreciation) and contents with endorsements in the name of the Lessor as his interest may appear, Lessee will also cause Lessor to be named as additional insured in its public liability policy to the extent of the Lessee's operations of the said classroom(s), for as long as this Lease is in force.

NINTH: The unit(s) shall not be removed from the aforementioned location without prior written approval of the Lessor. The Lessee may elect to have the classroom(s) re-located by CLASS LEASING, LLC (951) 943-1908. If an independent contractor is used, the Lessee shall obtain prior written approval from the Lessor stating the contractors name and address, the date of the re-location, and the premises to where the unit(s) is/are to be moved. Lessee hereby covenants and agrees to indemnify and hold Lessor harmless against any and all liability for injury or damage to person or property including the unit(s) removed by an independent contractor.

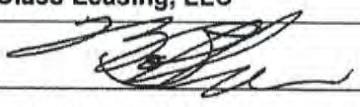
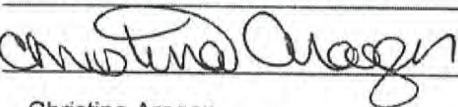
TENTH: In the event Lessee defaults in the payment of amount due and to become due under the terms of said Lease or defaults in the performance of any of the terms and conditions thereof, all the Lessee's rights hereunder are terminated and the Lessor shall become entitled to possession of the property, to retain all rentals, and to demand from the Lessee all sums owing and unpaid. Lessee agrees that the Lessor can enter the site and repossess the property from the site.

ELEVENTH: This agreement is in every respect, binding on the parties hereto, and their respective successors and assigns.

TWELFTH: "In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney's fees".

THIRTEEN: For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (Excluding HVAC filter, fire extinguishers, fuses/breakers, light bulbs or other ordinary course repairs or maintenance) provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alternation of the equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of Equipment for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the equipment by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to the Lessee. Lessor shall have no Liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. **Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including warranties for merchantability, suitability, or fitness for a particular purpose.**

IN WITNESS WHEREOF ON THE DATE AND YEAR FIRST ABOVE WRITTEN, THE LESSOR HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER AND THE LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER.

Seller:	Class Leasing, LLC	Buyer:	Downey Unified School District
Signature:		Signature:	
Name:	Mike Bollero, Sr.	Name:	Christina Aragon
Title:	President	Title:	Associate Superintendent
Date:	January 3, 2020	Date:	01/03/2020

Documents Forming Contract are as follows:

1. Class Leasing Proposal
2. Class Leasing Specification & Scope of work
3. Customer Submittal
4. Pricing Based on Chawanakee USD Piggyback Bid, Project #11

Lessor  Lessee 

AGREEMENT TO FURNISH INSURANCE

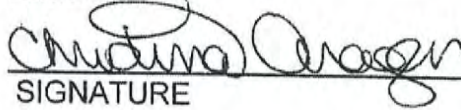
LEASE NUMBER: TBD

The Lessee hereby agrees to furnish a Certificate of Insurance as required in the Lease Document for

Lease Number: **TBD** naming, CLASS LEASING, LLC, RAM SPV IV, V, VI, VII LLC, as additional insured.

Downey Unified School District

LESSEE



SIGNATURE

Christina Aragon

PRINT NAME

Associate Superintendent

TITLE

01/03/2020

DATE

Lessor  Lessee 

CERTIFICATE OF DELIVERY AND ACCEPTANCE

(Equipment Lease Financing)

LEASE NUMBER: TBD

The Certificate of Delivery and Acceptance is issued pursuant to the Lease dated **January 3, 2020** ("Lease") between Class Leasing, LLC ("Lessor") and the undersigned **Downey Unified School District** ("Lessee").

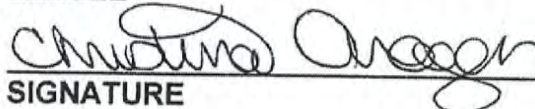
Lessee has inspected and fully accepts the property described below, which consists of all the property that is subject to the Lease:

One (1) 12'x40' Relocatable Restrooms
TBD

Lessee hereby acknowledges and certifies that the above described property has been delivered to Lessee and installed in accordance with all applicable provisions of the Lease. To the best knowledge of the Lessee, the property is in good order and repair and in full compliance with the terms of the Lease and all agreements and representations of the manufacturer thereof. Lessee understands that, as provided in the Lease, Lessor makes no warranties, either expressed or implied, as to the condition of the property, its merchantability or its fitness for any particular purpose. Lessor has no knowledge of any latent defects.

Downey Unified School District

LESSEE



SIGNATURE

Christina Aragon

PRINT NAME

Associate Superintendent

TITLE

01/03/2020

DATE

Lessor



Lessee



NOTICE OF ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

Lessee: Downey Unified School District

DATE: January 3, 2020

ASSIGNOR:

Class Leasing, LLC
1320 W. Oleander Avenue
Perris, CA 92571

SECURED PARTY:

RAM SPV IV, LLC, RAM SPV V, LLC
RAM SPV VI, LLC, RAM SPV VII, LLC
2900 S. Quincy St., Suite 425
Arlington, VA 22206

RAM SPV IV, LLC is a Delaware limited liability company formed 12/16/13 and has a Federal Tax ID #46-4380418. RAM SPV V, LLC is a Delaware limited liability company formed 4/26/16 and has a Federal Tax ID #81-2509265. Class Leasing, LLC, RAM SPV IV, V, VI, VII LLC are wholly owned subsidiaries of Reliant Asset Management, LLC.

Notice is hereby given that Assignor has granted and assigned to Secured Party a security interest in all rights to payment and other proceeds now or at time hereafter due from you to Assignor under that certain Lease Agreement Number TBD between you and Assignor.

Notice is also given that Assignor has assigned to Secured Party, among other rights, the right to receive all such payments and other proceeds as they become due. Until you receive other instructions from Secured Party, please make all such payments and deliver such other proceeds when due to Class Leasing, LLC (Assignor) at 1320 W. Oleander Avenue, Perris, CA 92571.

Please acknowledge your receipt of this Notice by returning a copy to Secured Party, dated and signed by you in the space below, and advise Secured Party if you have received any prior notice of any assignment or purchase of, or security interest in, all or any portion of the above described payments or proceeds, or if you have any reason to refuse to make any such payments or deliver any such proceeds when due in accordance with Secured Party's instructions given from time to time.

The undersigned Assignor confirms and agrees to the terms and conditions of the foregoing Notice:

CLASS LEASING, LLC

Signature: 

Print Name: Mike Roman

TITLE: President

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the foregoing Notice of Assignment of Lessor's Interest in Lease and the grant and assignment to Secured Party of the security interest and rights described therein. The undersigned has no notice of any other assignment or purchase of, security interest in, or claims with respect to any portion of the payments of proceeds described in said Notice, and the undersigned has no reason to refuse to make any such payments or deliver any such proceeds when due to Secured Party in accordance with Secured Party's instructions.

The undersigned acknowledges that the relocatable classroom(s) which are the subject of the Lease Agreement are personal property of Assignor, and do not constitute fixtures of the undersigned. The undersigned further acknowledges that Secured Party shall not be liable for and does not assume responsibility for the performance of any of Assignor's covenants, agreements or obligations in the Lease Agreement.

LESSEE: Downey Unified School District

SIGNATURE: 

PRINT NAME: Christina Aragon

TITLE: Associate Superintendent

DATE: 01/03/2020

Lessor 

Lessee 

LEASE AGREEMENT**LEASE NUMBER: TBD**

This Lease made and entered into as of this 3rd day of January, 2020, by and between Class Leasing, LLC organized and existing under and by virtue of the laws of the State of California, hereinafter designated as "Lessor" and:

Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241

a public Corporation hereinafter designated as "Lessee".

In consideration of the mutual covenants and agreements herein contained, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby rent from Lessor the following personal property:

Eight (8) 24'x40' Relocatable Classrooms
Serial Numbers: TBD, TBD, TBD, TBD, TBD, TBD, TBD, TBD
Two (2) 48'x40' Relocatable Classrooms
TBD, TBD

which was/will be installed on or about TBD, 2020 by the Lessor on the premises and as directed by the Lease at Doty Middle School, 10301 Woodruff Avenue, Downey, CA 90241, for the use of said Lessee upon the following terms and conditions which are hereby mutually agreed to by the parties hereto.

FIRST: The term of the Lease is for a period of two (2) year(s) commencing TBD, 2020 and ending on TBD, 2022 of which \$87,300.00* is payable TBD, 2020 and the balance of \$87,300.00* is payable TBD, 2021. In the event any installment is not paid within thirty (30) days of the due date, an additional charge of ten (10) percent of the payment due on said installment will be required as provided by law.

SECOND: In addition to the annual rental, the Lessee agrees to pay for the following charges: Delivery Fees of \$36,432.00* and Installation Fees of \$49,804.00* to be paid with the first lease payment as well as one-time charges of \$28,084.00 for improvements and upgrades. Dismantle Fees of \$49,804.00* and Return Fees of \$36,432.00* to be paid upon termination of lease.

THIRD: The Lessor shall provide all labor, materials, and services required for the complete installation of each unit except that all site work, including connection to utilities, shall be done by the Lessee.

FOURTH: Lessee will furnish light, heat, custodial, and maintenance service to the unit(s) during the lease period.

FIFTH: Lessee may install school furniture and equipment as may be required for school purposes. All such furniture and equipment placed or installed in said unit(s) by the Lessee shall remain the property of the Lessee and upon termination of said Lease for any cause, shall be removed by said Lessee.

SIXTH: Lessee agrees that the said property will be used by Lessee for the ordinary and usual purpose for which it is designated and the Lessee shall not make or have made any alteration of said unit(s) without prior written consent of the Lessor.

It is further agreed that during the term of this Lease, Lessee shall be responsible for and shall pay all charges for upkeep and/or storage of said property and shall make, at its own expense any and all repairs, and supply and pay for any and all parts and accessories needed to maintain and operate said property in proper condition and in good running order, and at the end of the Lease period or upon earlier termination, the Lessee shall re-deliver said property to Lessor in as good condition as when delivered to Lessee, reasonable wear and tear excepted.

SEVENTH: "Except for claims and liabilities arising from the negligence of Lessor" Lessee agrees to be liable for, and pay and satisfy every claim and liability arising against said property, during the term of this Lease, and assumes hereunder all assessments, sales use, property, or other taxes and charges imposed whether the same be assessed against the Lessor or Lessee by any Federal, State, or Local Government in which said property is, or may be operated, during the term of this Lease, and Lessee agrees to defend at Lessee's own expense any and all action brought against either or both parties hereto for damages to persons, property, caused by said property, or by its operation, and to hold Lessor free and harmless of and from any and all claims and demands, which may arise or be occasioned to any persons, or to any property by or through the use of said property during the term of this Lease, or any renewal thereof.

* Includes any applicable taxes

Lessor  Lessee 

LEASE NUMBER: TBD

EIGHTH: Lessee will cause its own all risk insurance property policies to be extended to cover the said classroom(s) for their full replacement cost (new for old without depreciation) and contents with endorsements in the name of the Lessor as his interest may appear. Lessee will also cause Lessor to be named as additional insured in its public liability policy to the extent of the Lessee's operations of the said classroom(s), for as long as this Lease is in force.

NINTH: The unit(s) shall not be removed from the aforementioned location without prior written approval of the Lessor. The Lessee may elect to have the classroom(s) re-located by CLASS LEASING, LLC (951) 943-1908. If an independent contractor is used, the Lessee shall obtain prior written approval from the Lessor stating the contractors name and address, the date of the re-location, and the premises to where the unit(s) is/are to be moved. Lessee hereby covenants and agrees to indemnify and hold Lessor harmless against any and all liability for injury or damage to person or property including the unit(s) removed by an independent contractor.

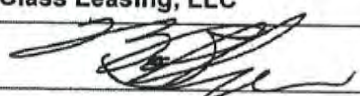
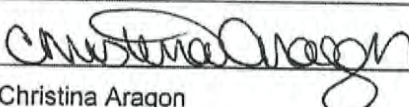
TENTH: In the event Lessee defaults in the payment of amount due and to become due under the terms of said Lease or defaults in the performance of any of the terms and conditions thereof, all the Lessee's rights hereunder are terminated and the Lessor shall become entitled to possession of the property, to retain all rentals, and to demand from the Lessee all sums owing and unpaid. Lessee agrees that the Lessor can enter the site and repossess the property from the site.

ELEVENTH: This agreement is in every respect, binding on the parties hereto, and their respective successors and assigns.

TWELFTH: "In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney's fees".

THIRTEEN: For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (Excluding HVAC filter, fire extinguishers, fuses/breakers, light bulbs or other ordinary course repairs or maintenance) provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alternation of the equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of Equipment for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the equipment by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to the Lessee. Lessor shall have no Liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. **Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including warranties for merchantability, suitability, or fitness for a particular purpose.**

IN WITNESS WHEREOF ON THE DATE AND YEAR FIRST ABOVE WRITTEN, THE LESSOR HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER AND THE LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER.

Seller:	Class Leasing, LLC	Buyer:	Downey Unified School District
Signature:		Signature:	
Name:	Mike Bollero, Sr.	Name:	Christina Aragon
Title:	President	Title:	Associate Superintendent
Date:	January 3, 2020	Date:	1/3/2020

Documents Forming Contract are as follows:

1. Class Leasing Proposal
2. Class Leasing Specification & Scope of work
3. Customer Submittal
4. Pricing Based on Chawanakee USD Piggyback Bid, Project #11

Lessor  Lessee 

AGREEMENT TO FURNISH INSURANCE


LEASE NUMBER: TBD

The Lessee hereby agrees to furnish a Certificate of Insurance as required in the Lease Document for

Lease Number: **TBD** naming, CLASS LEASING, LLC, RAM SPV IV, V, VI, VII LLC, as additional insured.

Downey Unified School District

LESSEE



SIGNATURE

Christina Aragon

PRINT NAME

Associate Superintendent

TITLE

01/03/2020

DATE

Lessor  Lessee 

CERTIFICATE OF DELIVERY AND ACCEPTANCE

(Equipment Lease Financing)

LEASE NUMBER: TBD

The Certificate of Delivery and Acceptance is issued pursuant to the Lease dated **January 3, 2020** ("Lease") between Class Leasing, LLC ("Lessor") and the undersigned **Downey Unified School District** ("Lessee").

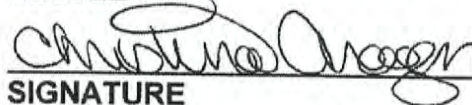
Lessee has inspected and fully accepts the property described below, which consists of all the property that is subject to the Lease:

Eight (8) 24'x40' Relocatable Classrooms
Serial Numbers: TBD, TBD, TBD, TBD, TBD, TBD, TBD, TBD
Two (2) 48'x40' Relocatable Classrooms
TBD, TBD

Lessee hereby acknowledges and certifies that the above described property has been delivered to Lessee and installed in accordance with all applicable provisions of the Lease. To the best knowledge of the Lessee, the property is in good order and repair and in full compliance with the terms of the Lease and all agreements and representations of the manufacturer thereof. Lessee understands that, as provided in the Lease, Lessor makes no warranties, either expressed or implied, as to the condition of the property, its merchantability or its fitness for any particular purpose. Lessor has no knowledge of any latent defects.

Downey Unified School District

LESSEE



SIGNATURE

Christina Aragon

PRINT NAME

Associate Superintendent

TITLE

01/03/2020

DATE

Lessor



Lessee



NOTICE OF ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

Lessee: Downey Unified School District

DATE: January 3, 2020

ASSIGNOR:

Class Leasing, LLC
1320 W. Oleander Avenue
Perris, CA 92571

SECURED PARTY:

RAM SPV IV, LLC, RAM SPV V, LLC
RAM SPV VI, LLC, RAM SPV VII, LLC
2900 S. Quincy St., Suite 425
Arlington, VA 22206

RAM SPV IV, LLC is a Delaware limited liability company formed 12/16/13 and has a Federal Tax ID #46-4380418. RAM SPV V, LLC is a Delaware limited liability company formed 4/26/16 and has a Federal Tax ID #81-2509265. Class Leasing, LLC, RAM SPV IV, V, VI, VII LLC are wholly owned subsidiaries of Reliant Asset Management, LLC.

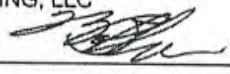
Notice is hereby given that Assignor has granted and assigned to Secured Party a security interest in all rights to payment and other proceeds now or at time hereafter due from you to Assignor under that certain Lease Agreement Number TBD between you and Assignor.

Notice is also given that Assignor has assigned to Secured Party, among other rights, the right to receive all such payments and other proceeds as they become due. Until you receive other instructions from Secured Party, please make all such payments and deliver such other proceeds when due to Class Leasing, LLC (Assignor) at 1320 W. Oleander Avenue, Perris, CA 92571.

Please acknowledge your receipt of this Notice by returning a copy to Secured Party, dated and signed by you in the space below, and advise Secured Party if you have received any prior notice of any assignment or purchase of, or security interest in, all or any portion of the above described payments or proceeds, or if you have any reason to refuse to make any such payments or deliver any such proceeds when due in accordance with Secured Party's instructions given from time to time.

The undersigned Assignor confirms and agrees to the terms and conditions of the foregoing Notice:

CLASS LEASING, LLC

Signature: 

Print Name: Mike Roman

TITLE: President

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the foregoing Notice of Assignment of Lessor's Interest in Lease and the grant and assignment to Secured Party of the security interest and rights described therein. The undersigned has no notice of any other assignment or purchase of, security interest in, or claims with respect to any portion of the payments or proceeds described in said Notice, and the undersigned has no reason to refuse to make any such payments or deliver any such proceeds when due to Secured Party in accordance with Secured Party's instructions.

The undersigned acknowledges that the relocatable classroom(s) which are the subject of the Lease Agreement are personal property of Assignor, and do not constitute fixtures of the undersigned. The undersigned further acknowledges that Secured Party shall not be liable for and does not assume responsibility for the performance of any of Assignor's covenants, agreements or obligations in the Lease Agreement.

LESSEE: Downey Unified School District

SIGNATURE: 

PRINT NAME: Christina Aragon

TITLE: Associate Superintendent

DATE: 01/03/2020

Lessor 

Lessee 



LOS ANGELES COMMUNITY COLLEGE DISTRICT
 770 Wilshire Boulevard
 Los Angeles, CA 90017

Contract

Bill To:

East Los Angeles College
 Business Office
 1301 Avenida Cesar Chavez
 Monterey Park, CA 91754-6099

Vendor Address

DOWNEY UNIFIED SCHOOL DISTRICT
 11627 BROOKSHIRE AVENUE
 DOWNEY CA 90241-7017
 (T)(562)469-6521
 (F)(562)469-6705

Service(s) To:

East Los Angeles College
 1200 W. Floral Dr. Stadium B5-105
 Monterey Park, CA 91754
 (323)265-8736 or (323)267-3799

Information

Contract Number 4500276293
Contract Amount \$ 0.00
Order Date 10/03/2019
Vendor Number 1015664
Payment Terms Payment Due Net 30 days
Requestor/Phone
Confirmed with DEBBIE BLACK, Bus. Services
Start date 08/21/2019
End date 05/14/2020

Contract # must be referenced on all correspondence.

Fund Center Comm Item Fund Center Comm Item

Page 1 of 6

PERMIT FOR USE

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
 ("District")

By East Los Angeles College
 1301 Avenida Cesar Chavez
 Monterey Park, CA 91754
 Attn: Juan Urdiales, Dean
 ("College")

DOWNEY UNIFIED SCHOOL DISTRICT
 11627 BROOKSHIRE AVENUE
 DOWNEY, CA 90241-7017
 ("Permittee")

DESCRIPTION OF PREMISES:

Warren High School Facilities
 ("Premises")

PURPOSES OF USE:

Escalante Math Program, Math Courses

DATE(S) AND HOURS OF INTENDED USE: The period of this Permit for Use shall be on the designated days and times, as indicated below, unless sooner terminated by the provisions of this Permit for Use.

Pre-Calculus Study Sessions (2:45 PM to 4:15 PM):
 August 21, 2019 - December 19, 2019 (Fall/Winter)
 January 13, 2020 - May 14, 2020 (Winter/Sprint)



AP Calculus Study Sessions (8:00 AM to 11:00 AM):

September 7, 14, 28, 2019, October 12, 19, 26, 2019, November 2, 9, 16, 2019, December 7, 14, 2019 (Fall/Winter)

January 11, 18, 2020, February 1, 8, 15, 22, 2020, March 7, 14, 28, 2020, April 4, 11, 2020, March 2, 2020 (Winter Spring)

PAYMENT:

Use of facilities are free of charge.

RECITALS

WHEREAS, Permittee desires to use the Premises herein and District is willing to permit such use;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **TERM AND CONSIDERATION.** For and in consideration of the payment of the fee set forth above and the performance of the covenants herein contained, District does hereby permit Permittee to use the Premises, for the purpose and during the term set forth above.
2. **DISTINCTION BETWEEN PERMIT FOR USE AND LEASE.** Under Los Angeles Community College District Board policy, Permits for Use and Leases are defined as follows:
 - (a) A Permit for Use is defined as an agreement between the Los Angeles Community College District and a person or organization which grants the person/organization limited use of certain District property and/or facilities for a specific period of time. A permit must have either formal Board approval or ratification, as required by Los Angeles Community College District Board Rule 7202.12.
 - (b) A lease is defined as an agreement between the Los Angeles Community College District and a person or organization which grants the person/organization exclusive use of certain District property for a specific period of time. Under District Board Rules, a lease must have formal Board authorization prior to execution.

The use of the Premises as addressed herein is being allowed under a Permit for Use, not a lease or easement, in accordance with Los Angeles Community College District Board Rules. In no event shall Permittee (or any of Permittee's personnel) be construed to be a partner, joint venturer, agent or employee of District. District shall have no obligation for any wages, taxes, or other expenses or obligations relating to Permittee's business or activities. This Permit for Use is personal to Permittee, and Permittee's rights hereunder may not be assigned, sub-licensed, or otherwise transferred in any fashion, regardless of whether such an arrangement is called an assignment, a sub-license, or any other name.

3. **EXTENSIONS AND AMENDMENTS.** This Permit for Use is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations or agreements between the parties, whether written or oral, with respect thereto. Any extension or amendment to this Permit for Use shall be in writing as mutually determined between



District and Permittee. Permittee acknowledges that District and its agents, employees, and representatives have made no representation to Permittee of any kind regarding any matter including, but not limited to, the effect of applicable laws or zoning on Permittee's intended use under this Permit for Use.

4. **PERMITTEE'S RESPONSIBILITIES.** Permittee shall furnish at Permittee's expense all of the necessary security, security deposits, insurance, equipment, supplies and services during the permit period, as required by District. No structures may be erected or assembled in the Premises nor may any electrical, mechanical or other equipment be brought thereon unless previously authorized.
5. **SMOKING PROHIBITED.** Permittee agrees to enforce District's no smoking policy within any building or in any other place if such place is designated as non-smoking.
6. **GENERAL PROHIBITIONS WHILE USING DISTRICT PROPERTY.** Subject to exceptions enumerated in the Board's current rules, the following are prohibited and Permittee agrees to enforce such prohibitions while using District's property: unlawfully discriminatory conduct, profanity, possession of or use of intoxicating liquors or narcotics, quarreling or fighting, betting or other forms of gambling, such as conducting a raffle or lottery, and the conduct set forth in Article VIII of Chapter IX of the Board Rules.
7. **COMPLIANCE WITH ORDINANCES, LAWS AND REGULATIONS.** Permittee agrees that it will at all times during its use and occupancy of the Premises thoroughly comply with all ordinances, laws, and regulations, including but not limited to regulations promulgated by District from time to time affecting the use and occupation thereof. Permittee's use and occupation of the Premises shall not interfere in any way with the occupancy or activities of any other permittee, tenant, occupant, or District.
8. **ALTERATIONS, ADDITIONS AND/OR IMPROVEMENTS TO DISTRICT PROPERTY.** Permittee agrees that during the term of this Permit for Use, Permittee shall have no right to make alterations, additions, or improvements to the Premises without the written consent of District. Permittee shall maintain the Premises in a neat and clean condition, and shall return the Premises to District in substantially the same condition after each use.
9. **REPAIRS AND/OR REPLACEMENT OF DISTRICT PROPERTY.** Permittee shall be responsible for and shall pay for all repairs or replacements of any character whatsoever which are occasioned or made necessary by reason of the negligence or misuse of said Premises by Permittee or its invitees, except for damage caused by natural disaster.
10. **PROHIBITION AGAINST SIGNS.** Permittee shall not place any signs on the inside or outside of the Premises without the written consent of the college president or his/her designee. Without prior written authorization, the signs will not be posted more than one hour prior to any meeting and shall be removed immediately after the meeting by the Permittee. A sign may not state or otherwise suggest that either the District or a college sponsors or endorses a particular individual, organization or activity. Use of the District and/or college name is also prohibited, unless permission is granted by the Board of Trustees in advance. Sponsors may not expect their meeting to be advertised through college media.
11. **RIGHT OF ENTRY.** District and the agents and employees of District shall have the right to enter



upon the Premises at all reasonable times to inspect the same to see that no damage has been or is done, to protect any and all rights of District, and to post such reasonable notices as District may desire to protect the rights of District.

12. **TERMINATION OF PERMIT FOR USE.** District, in its sole discretion, shall have the right to cancel and terminate this Permit for Use immediately and without notice upon its discovery of a violation of any term, condition, or provision of the Permit for Use on the part of Permittee. Should any such violation occur, District, at its sole discretion, shall have the right to deny future requests by Permittee for the use of college property which is the subject of this Permit for Use, or for any other property or facility of District. District shall also have the right to terminate this Permit for Use at any time if the property being used by Permittee under this Permit for Use is needed for academic purposes. District may terminate this Permit without cause with 30 days notice.
13. **VACATING DISTRICT PROPERTY.** Upon the expiration of the term of this Permit for Use, or upon the earlier termination thereof, Permittee shall then and there immediately, peaceably, and quietly surrender and yield to District possession of the Premises, and when surrendered, Permittee shall leave the Premises in as good order and condition as the Premises were at the beginning of the term of this Permit for Use, ordinary wear and tear thereof and damage by the elements, fire, earthquake, flood, or acts of God excepted.
14. **DEFENSE AND INDEMNIFICATION/LIMITATION OF LIABILITY.** Permittee agrees to defend, indemnify and hold harmless District, its Board of Trustees, officers, employees, and agents from and against any and all liability, loss, expense, fines, suits, proceedings, claims, damages, actions, and judgments of any nature whatsoever arising out of or in any way connected with the occupancy and/or use of the Premises by Permittee. Permittee hereby waives and releases the District from any claims Permittee may have at any time arising out of or relating in any way to this agreement, whether or not caused by the negligence or breach of the District, its employees, or agents, except to the extent caused by the District's wilful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of Permittee's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to Permittee and Permittee's exclusive remedies against the District. The parties hereto understand and agree that Los Angeles Community College District is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the state of California, as from time to time amended, or as otherwise available to its Board, officers, employees, agents or volunteers.
15. **INSURANCE AND WORKER'S COMPENSATION COVERAGE.** Without limiting Permittee's indemnification of the District and as a material condition of this agreement, **Permittee shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section, and shall furnish to District a certificate of insurance and endorsement which shall name the Los Angeles Community College District as additionally insured using ISO endorsement CG2010. Failure to maintain the insurance and to furnish the required certificate may terminate the Permit for Use.** The insurance shall include comprehensive bodily injury including death and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence. The policy so secured and maintained shall include personal injury, broad form; contractual or assumed liability insurance; and property insurance, and shall be endorsed to provide specifically that any insurance carried by District which may be applicable to



any claim or loss shall be deemed excess. Permittee shall provide proof of insurance coverage for worker's compensation and all other related insurance, as required by District. Permittee waives all rights against the Los Angeles Community College District and its Board, officers, employees, agents, and volunteers for recovery of damages to the extent these damages are covered by workers' compensation and employers' liability insurance coverage. Permittee's insurers shall agree to waive all rights of subrogation against the District. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice via certified mail has been given to Los Angeles Community College District, except where cancellation is for non-payment of premium, then ten (10) days prior notice may be given.

16. **NOTIFICATIONS.** Any notice required to be served hereunder shall be in writing. Any and all notices shall be deemed given when personally delivered or deposited in the U.S. mail, postage prepaid to the addresses first listed above.
17. **BINDING PERMIT FOR USE.** The covenants and agreements contained in this Permit for Use shall be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.
18. **NONDISCRIMINATION.** Permittee, in the execution of this Permit for Use, certifies that any program or activity conducted by the Permittee at the District-owned facility will be operated in a manner which is free of discrimination on the basis of sex, race, religious creed, color, ancestry, national origin, medical conditions (cancer related as defined under State law), marital status, pregnancy, age, disability, veteran status, or sexual orientation, and that it will comply with all applicable federal and California anti-discrimination laws.
19. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
20. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
21. **STATEMENT REGARDING BOARD OF TRUSTEES.** The Board of Trustees does not sponsor or endorse the person/organization using the District facilities nor their activities. Permittee agrees to include the preceding statement in all promotional materials related to Permittee's use of the District facilities under this Permit for Use.
22. **ASSIGNMENT.** This Permit for Use is personal to Permittee, and Permittee's rights hereunder may not be assigned, sub-licensed, or otherwise transferred in any fashion, regardless of whether such an arrangement is called an assignment, a sub-license, or any other name.
23. **SEVERABILITY.** The Permittee and the District agree that if any part, term, or provision of this Permit for Use is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or



unenforceability shall not affect other parts, terms, or provisions of this Permit for Use, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Permit for Use are severable.

24. **NON-WAIVER.** A waiver of a breach or default by the District under this agreement shall not be deemed a waiver of any subsequent breach or default. Failure of the District to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition.
25. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** The District makes no representation or warranty that the Premises are in compliance with the Americans with Disabilities Act (ADA).
26. **DISTRICT AUTHORITY.** The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services have delegated authority from the District Board of Trustees to bind District contractually. Persons acting in positions not specified above or have specific delegated authority by the Board of Trustees and those in the capacity as project managers or consultants to District do not have authority to: (1) obligate or commit District to any payment of money; (2) obligate District to any modification to this Contract or the Contract Sum; (3) relieve Contractor of any of its obligations under this Contract; or (4) approve or order any Work to be done or materials, equipment or supplies to be delivered.
27. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.

IN WITNESS WHEREOF, the parties hereto have executed this Permit for Use in Los Angeles, California, on 10/03/2019.

PERMITTEE
DOWNEY UNIFIED SCHOOL DISTRICT
11627 BROOKSHIRE AVENUE
DOWNEY, CA 90241-7017

By: _____
Name: Christina Aragon
Title: Associate Superintendent, Business Services

Date: January 21, 2020

DISTRICT
LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _____
James B. Watson
Procurement Manager

Date: _____

California Lutheran
UNIVERSITY

FIELDWORK CONTRACT

This Agreement is made between California Lutheran University ("CLU")
and Downey Unified School District ("Facility").

RECITALS

- A. CLU has established an approved program of special training to provide clinical experience through supervised fieldwork to students enrolled in a services credential program (the "Program"); Pupil Personnel or Administrative Services preliminary credentials.
- B. Program requires supervision and facilities where students can obtain the clinical learning experience required in the curriculum; and
- C. Facility has the clinical setting, supervision, and equipment needed by Program trainees as part of their practical learning experience.

TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and Facility agree as follows:

1.0 Obligations of Facility.

1.1 Facility will provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with CLU's academic calendar. Clinical learning experience shall include supervised fieldwork in schools and classes of the Facility, not to exceed ten (10) semester units of supervised coursework and fieldwork for up to 75 full time individual students during the academic year, and/or up to ten (10) CLU students possessing valid internship credentials and enrolled with CLU for supervised fieldwork in schools or classes of the Facility, and under the direct supervision and instruction of Facility's employees as agreed upon by duly authorized representatives of Facility and CLU.

1.2 Facility will designate appropriate personnel to coordinate the students'

clinical learning experience in the Program. This will involve working with CLU faculty and staff to assign students to specific clinical cases and experiences, and include the students in selected conferences, clinics, courses, and programs conducted under the direction of Facility. "Supervised fieldwork" as used in the contract means active participation in the duties and school functions under the direct supervision and instruction of employees of Facility holding valid professional clear credentials, certified and experienced in either teaching the subject(s) of the class or performing the services authorized by the credential in which the supervised fieldwork is provided. It is understood that in no case shall candidates in learning situations replace regular staff.

1.3 Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.

1.4 Facility will recommend to CLU the withdrawal of a Program student if: (1) the achievement, progress, adjustment, or health of the student does not warrant 'continuation at Facility, or (2) the behavior of the student fails to conform to the applicable regulations of Facility. Facility will assist CLU, if necessary, in implementing this recommendation.

1.5 Facility reserves the right, exercisable in its discretion after consultation with CLU, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

1.6 Facility shall provide all equipment and supplies needed for clinical instruction at Facility.

1.7 Facility shall arrange for emergency care in case of illness or accident to any participating student.

2.0 Obligations of CLU.

2.1 CLU will provide and maintain the records and reports necessary for conducting the students' clinical learning experience.

2.2 CLU will withdraw a student from the clinical program at Facility if, after consultation with Facility personnel, CLU determines such action to be warranted.

2.3 CLU will prohibit the publication by the students, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.

2.4 CLU, through Office of the Dean of the Graduate School of Education, after consultation with Facility, shall plan and oversee the educational program for student clinical experiences.

2.5 CLU will provide Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at Facility, and the academic calendar of CLU.

2.6 CLU will ensure that all candidates have passed subject matter competency, have been fingerprinted and issued a Certificate of Clearance, and have passed all state and university requirements prior to being placed in the classroom.

2.7 Instructors and students at CLU will abide by the rules and policies of Facility while using its facilities.

2.8 Faculty members who teach and supervise field experience have appropriate academic preparation and at least two years of successful experience in the services authorized by the credential.

3.0 Term.

3.1 This agreement will commence on January 1, 2020 and is valid for five years.

4.0 Application of Facility's Rules.

CLU students, during clinical training at Facility, will be under the jurisdiction of Facility officials for training purposes and will follow Facility rules to the extent that such rules directly relate to clinical training. CLU students will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

5.0 Reservation of Rights: Placement.

CLU and Facility each reserve the right to withhold placement of Program

students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

6.0 Insurance Hold Harmless.

6.1 CLU agrees to render a certificate of liability insurance to Facility indicating coverage of CLU and its agents, employees, and students for their acts, failure to act, or negligence arising out of or caused by the activity which is the subject of this Agreement.

6.2 Facility agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of Facility, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement.

7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 Facility and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national origin, disability, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 Facility agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

8.0 Remuneration.

8.1 CLU does not provide remuneration for the supervision of services credential fieldwork.

8.2 Facility will not provide remuneration either in the form of pay or in kind to any employees of CLU for any services performed or activity required in connection with matters associated with this Agreement.

9.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the-other-party.

10.0 Termination

Either party may terminate this agreement upon 30 day's written notice to the other party except that if CLU terminates this agreement based on lack of funding, the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.

11.0 Non-Assignment and Subcontracting.

Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

12.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

13.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

14.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

15.0 Severability.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

16.0 Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 1st day of January, 2020

California Lutheran University:

Downey Unified School District

By: _____
(Signature)

By: _____
(Signature)

Karen Davis
(Printed Name)

Alyda R. Mir
(Printed Name)

V.P. for Administration & Finance
(Title)

Assistant Superintendent,
Certificated Human Resources
(Title)

Orange County Superintendent of Schools
Institute for Leadership Development

Orange County Department of Education Teacher Induction Program

MEMORANDUM OF UNDERSTANDING

2019-2020

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2019, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and **Downey Unified School District**, hereinafter referred to as “participating school district/school”, and Brandman University, University of the Pacific, Vanguard University and University of Phoenix hereinafter referred to as “Participating Institution of High Education (IHE)”, to form a Consortium, supporting qualifying teachers through the OCDE Teacher Induction Program.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operating conditions that will govern the OCDE Teacher Induction Program Consortium. Consortium members shall include but not be limited to the following participating school districts: Centralia School District, Cypress School District, Downey Unified School District, Fountain Valley School District, GOALS Academy, Huntington Beach City School District, Laguna Beach Unified School District, Los Alamitos Unified School District, Magnolia School District, Newport-Mesa Unified School District, Ocean View School District, Orange County Educational Arts Academy, Orange County School of the Arts, the Orange County Department of Education’s Special Schools and Programs, Westminster School District, and participating charter schools, non-public schools, and private schools enrolled through private school partnerships throughout Orange County.

B. GOALS

The goal of the OCDE Teacher Induction Program Consortium is to provide quality professional development and support to candidates required by the Commission on Teacher Credentialing to clear their preliminary multiple, single subject, and/or Education Specialist credentials through a CTC – approved Induction program. This support is provided by trained mentors who engage candidates in reflective practice and just in time support.

C. PARAMETERS

1. The term of this MOU shall commence on July 1, 2019 and end on June 30, 2020.
2. Contract monitoring responsibilities for this MOU shall rest with the SUPERINTENDENT.

D. RESPONSIBILITIES – General

1. The OCDE Induction Advisory Council is comprised of a senior level administrator from each General Education participating school/ district, at least one representative from the private school collaborative, a representative from each of the participating Institutions of Higher Education (IHE), and the SUPERINTENDENT's designee; the OCDE Teacher Induction Program Coordinator. Responsibilities of the Advisory Council are as follows:
 - a. Meet a minimum of two (2) times during the term of this MOU to review the design and implementation of the Induction Programs;
 - b. Provide operational leadership guidance for the Induction Programs; and
 - c. Review all required reports and documents, as required by the Commission on Teacher Credentialing, with the I.L.D. program staff.
2. SUPERINTENDENT agrees to the following:
 - a. Serve as Lead Educational Agency (LEA) of the Consortium.
 - b. Serve as the fiscal agent.
 - c. Serve as a contact among state agencies, participating school districts, participating charter schools, non-public schools, private schools and participating IHE's.
 - d. Serve as a clearinghouse for information, data collection and reporting requirements.
 - e. Employ a full-time Coordinator(s) and an Administrative Assistant to provide direction and support for the OCDE Teacher Induction Program.
 - f. Provide administration, management and coordination of project activities as described in the California Induction Common and Program Standards as well as guidelines of SB 2042.
 - g. Provide workspace for all OCDE Teacher Induction Program staff and secretarial support.
 - h. Provide all program materials to each participating school's Mentors, and to all candidates enrolled in the OCDE Teacher Induction Program.
 - i. Provide professional development and mentoring support to all candidates enrolled in the OCDE Teacher Induction Program.
 - j. Provide reimbursement for up to three (3) substitute days per candidate not to exceed the sum of One hundred fifty dollars (\$150.00) per substitute day. *Please note: documentation confirming the use of those sub days, along with an invoice, must be submitted to OCDE no later than May 30, 2020. See Exhibit A.*

- k. Provide appropriate training(s) for one (1) Lead Mentor from each school/district, for Mentors assigned to candidates, and for those individuals identified by the OCDE Induction Advisory Council as future Induction Program leaders.
- l. Upon completion of the responsibilities defined in the 2019-2020 Mentor Agreement, each Mentor will be paid a stipend in the amount of One thousand eight hundred dollars (\$1,800.00) per candidate served. Should a candidate or Mentor leave the Consortium prior to the end of the school year, the stipend due to the Mentor shall be prorated at a rate of One hundred eighty dollars (\$180.00) per month of mentor support provided. *Please note: Mentors will not receive additional compensation for mileage. See Exhibit B.*
- m. Provide each participating school district/collaborative a Lead Mentor stipend based on the number of candidates for which the Lead Mentor has oversight responsibilities as represented in the scale below:

1 – 5	Candidates	\$1, 800.00
6 – 10	Candidates	\$2, 300.00
11 – 15	Candidates	\$2, 800.00
16 – 20	Candidates	\$3, 300.00
21 – 25	Candidates	\$3, 800.00
26 – 30	Candidates	\$4, 300.00
31 – 35	Candidates	\$4, 800.00
36 – 40	Candidates	\$5, 300.00
41 – 45	Candidates	\$5, 800.00
46 – 50	Candidates	\$6, 300.00

**For every additional 5 Candidates enrolled, the Lead Mentor stipend will be increased by \$500.00.*

- n. Provide each participating school/district an Assistant Lead Mentor stipend when the candidate enrollment exceeds twenty-five (25). The stipend is based on the number of candidates for which the Lead Mentor has oversight responsibilities as represented in the scale below:

26 – 30	Candidates	\$1, 000.00
31 – 35	Candidates	\$1, 200.00
36 – 40	Candidates	\$1, 400.00
41 – 45	Candidates	\$1, 600.00
46 – 50	Candidates	\$1, 800.00

**For every additional 5 Candidates enrolled, the Assistant Lead Mentor stipend will be increased by \$200.00.*

In the event that the district enrollment exceeds twenty-five (25) candidates, the school/district may opt to establish Co-Leads, in lieu of one Lead Mentor and Assistant Lead Mentor. In this case, the school/district will receive the combined amount (Lead Mentor stipend + Assistant Lead Mentor stipend) to divide equally among the two Co-Leads. Co-Leads must be established prior to the start of the program year.

Finally, in the event that an Assistant Lead Mentor is needed, for short-term support, due to extenuating circumstances and candidate enrollment is less than twenty-five (25), the OCDE Induction Advisory Council may approve a Five hundred dollars (\$500.00) stipend that will be paid to an identified individual to secure that support.

- o. Provide advisement, which may result in providing mentor support, for those potential candidates hired after the close of enrollment. See Exhibit C.
 - p. Provide information for participating school/district Site Administrators in support of the California Standards for the Teaching Profession (CSTP), Induction Program Standards and/or other current educational issues.
 - q. Establish one (1) monthly Lead Mentor meeting from August – May to review program content and address Mentor needs. The OCDE Teacher Induction Program will reimburse the participating school/district at a rate not to exceed the sum of One hundred fifty dollars (\$150.00) per substitute day used by the Lead Mentor.
 - r. Establish an Assessor Cadre to review and assess candidate competence as measured by specific program assessments.
 - s. Convene and facilitate the OCDE Induction Advisory Council meetings.
 - t. Organize and facilitate OCDE Teacher Induction Program evaluations. Establish and maintain accurate records for the OCDE Teacher Induction Program. Submit required reports and documents to appropriate agencies as requested.
3. SCHOOL, DISTRICTS AND INDEPENDENT SCHOOLS NOT COVERING TUITION COSTS FOR THEIR CANDIDATES agree to do the following:
- a. Adhere to the decisions made by the OCDE Induction Advisory Council regardless of whether said district/school chooses to be present during Council sessions.
 - b. Support the identification of the Lead Mentor by the OCDE Teacher Induction Program Coordinator. The Lead Mentor will attend appropriate meetings, monitor the implementation of the defined induction program design and complete all required paperwork in a timely manner on behalf of the school/district.
 - c. Assist the OCDE Teacher Induction Program Coordinator in the recruitment and enrollment of perspective candidates according to Commission-defined criteria for eligibility. Those individuals responsible for the initial eligibility screening are to be current in their understanding of CTC regulations and procedures.
 - d. Ensure that all newly enrolled candidates participate in an advisement session and verify this advisement by signing the Candidate Letter of Commitment and Advisement for each Candidate enrolled.

- e. Ensure that the OCDE Teacher Induction program is notified of potential candidates hired beyond the standard OCDE Teacher Induction program enrollment period. See Exhibit C.
 - f. Ensure that all candidates and mentors participate in monthly network meeting(s).
 - g. Assist the OCDE Teacher Induction Program Coordinator in the recruitment of mentors according to the established OCDE Teacher Induction Program criteria and process.
 - h. Ensure that all mentors understand the requirements of the OCDE Induction Program as defined for candidates and mentors.
 - i. Ensure that all mentors attend all training required as defined for each mentor track i.e.; New Mentor or Returning Mentor.
 - j. Support the Candidate in the development and implementation of an Individual Learning Plan, which may not be used for evaluative purposes.
 - k. Ensure the appropriate tracking of all Substitute coverage used for the OCDE Induction Program and remit an invoice reflecting all Substitute coverage reimbursement on or before May 30, 2020. SUPERINTENDENT will approve the invoice and release the funds no later than June 30, 2020. SUPERINTENDENT reserves the right to make additional adjustments based on confirmed use of Substitute days.
 - l. Upon receipt of the detailed disbursement document, each school/district will create an invoice for the total disbursement amount and send it to SUPERINTENDENT no later than May 1, 2020. SUPERINTENDENT will approve the disbursement and release the funds no later than June 30, 2020. SUPERINTENDENT reserves the right to make additional adjustments to final disbursement amount based on fulfilment of defined responsibilities. Upon receipt of funds, the independent school or member district will issue mentor stipends for the amounts defined in the final disbursement letter that accompanies the funds. This will be done by the school/district within fourteen days of receiving said funding.
 - m. Provide training space when requested by SUPERINTENDENT as part of their collaborative contribution.
 - n. Participate in the evaluation of SB 2042 standards of the Induction Program.
 - o. Ensure that all Site Administrators, who supervise an OCDE Induction candidate, participate in the following: Triad Meetings, review of program newsletters, Exit Presentations, End-of-Year Colloquium and all program evaluations.
4. PARTICIPATING INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
- a. Appoint a liaison who will fulfill the roles and responsibilities of a university program co-sponsor as specified in the Induction Program Preconditions & Standards.

- b. Require the liaison to serve as a member of the OCDE Induction Advisory Council and attend all OCDE Induction Advisory Council meetings.
- c. Provide current research regarding effective teacher induction practices, teacher retention, and Induction Program standards as might be requested by the OCDE Induction Advisory Council.
- d. Participate in the development, assessment, and evaluation of the Induction Program.
- e. Provide information to Consortium participants regarding university program opportunities as appropriate.
- f. Facilitate appropriate support services as identified by the OCDE Induction Advisory Council and program staff.

E. RESPONSIBILITIES – Fiscal

1. SUPERINTENDENT, in its capacity of LEA, agrees to the following:

- a. Assume overall fiscal responsibility for the administration of all funds received, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education (CDE) and/or the Commission on Teacher Credentialing (CTC).
- b. Develop and maintain a budget that allocates funds sufficient to meet the costs of implementing program requirements as described above.
- c. Monitor all budget expenditures and funds accordingly to established policies and procedures outlined by the funding agency.
- d. In the event that a candidate chooses to withdraw from the OCDE Teacher Induction Program, that teacher will be financially responsible for reimbursing the program for any costs incurred during that teacher's enrollment. This may include, but not be limited to the cost of materials, trainings and Mentor compensation.
- e. The obligation of SUPERINTENDENT under this MOU is contingent upon the availability of funds furnished through tuition monies collected. In the event that such funding is terminated or reduced, this MOU may be terminated and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT. SUPERINTENDENT shall provide the participating school district written notification of such termination. Notice shall be deemed given when received by the participating school district no later than three (3) days after the day of mailing. The address to which notices or demands may be given to either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this MOU, the addresses of the parties are as follows:

PARTICIPATING
DISTRICT/SCHOOL:

Downey Unified School District
11627 Brookshire Avenue
Downey, California 90241
Attn: Alyda R. Mir

SUPERINTENDENT:

Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

F. SHARED ACCOUNTABILITY

1. In order to ensure that all candidates have the opportunity to participate in program activities, SUPERINTENDENT and the Participating School and/or districts agree to the following:
 - a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.
 - b. Distribute documentation regarding the roles and responsibilities of candidates, Mentors, and School Site Administrators annually.
 - c. Collaborate in stakeholder meetings with candidates and Mentors to make program recommendations and revisions.
 - d. Jointly develop and maintain records and documentation of activities/trainings conducted by the OCDE Teacher Induction Program.

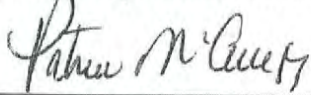
G. TERMS AND CONDITIONS.

1. Any and all products developed for the OCDE Teacher Induction Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate, market, or otherwise use the products shall only be with the express prior written permission of the SUPERINTENDENT.
2. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice served upon the other party. Notice shall be deemed given when received by the other party, no later than three (3) days after the day of mailing, whichever is sooner.

[THIS SECTION INTENTIONALLY BLANK]

Orange County Superintendent of Schools

By: _____



Authorized Signature

Printed Name Patricia McCaughey

Title: Administrator

Date: December 10, 2019

Downey Unified School District

By: _____

Authorized Signature

Printed Name: Alyda R. Mir

Title: Assistant Superintendent, Cert. HR

Date: December 19, 2019

Downey Unified School District(49697)Teacher Induction Program-No Tuition 2019-2020
ZIP4



Orange County Department of Education
Institute for Leadership Development
 Teacher Induction Program



Substitute Teacher Coverage Confirmation

Name: _____ District/School: _____

I am a *(select one):*

☐ Candidate

☐ Mentor

Date Sub needed: _____ *for (select one):*

☐ a full day

☐ a half day

☐ # of hours: _____

I secured a sub so that I could complete:

- ☐ Observe my Candidate (My Candidates' name is _____)
- ☐ Participate in a Focus Teacher Observation
- ☐ Lead Mentor Meeting
- ☐ Induction New Mentor Training

Signature of Individual Submitting this documentation: _____

Date of submission: _____

Signature of School Personnel*: _____

Print Name of School Personnel: _____

*This is to confirm that a substitute teacher was secured
 and should be signed by the appropriate party.

Candidates and Mentors are to submit completed document to their LEAD MENTOR
 immediately following the use of the sub. OCDE cohort members please provide
 directly to your school for end of year invoicing.



Orange County Department of Education
Institute for Leadership Development
 Teacher Induction Program



Mentor Agreement

I agree to serve as an Induction Mentor for the Orange County Teacher Induction program. I understand that I am making a two-year commitment to this program. As an Induction Mentor, I will develop and sustain a relationship with each Induction candidate I am assigned to, built upon collaboration and reflection. Upon successful completion of these agreements, I will receive a \$1,800.00 Mentor stipend annually.

Support for Induction Candidate (Please initial your agreement on each line.)

- ___ meet one-on-one with each assigned Induction candidate for a minimum of one (1) hour per week
- ___ assist in the formulation of each assigned Induction candidate's Individualized Learning Plan;
- ___ assist in the collection of evidence documenting the application of each assigned Induction candidate's professional growth in his/her classroom;
- ___ facilitate the annual Triad meeting with the Site Administrator and Induction candidate;
- ___ assist the Candidate in the inquiry cycle as they plan, teach, reflect, and apply new insights;
- ___ conduct a classroom observation one time per semester for each candidate;
- ___ participate in the end-of-semester review and in each candidate's Exit Presentation/ Colloquium.
- ___ able, willing, and flexible to meet my Candidate's needs for support

Documentation (Please initial your agreement on each line.)

- ___ complete all program surveys
- ___ maintain the Mentor Log used to document reflective conversations and support provided to the Induction candidate;
- ___ complete all Mentor Induction tools that have been defined in the Induction program design
- ___ submit observation data collected, once per semester

Professional Development (Please initial your agreement on each line.)

- ___ show growth in the mentor practice standards via a mentor goal or micro credential completion;
- ___ participate in professional learning in pursuit of the Mentor goal or participate in the microcredential;
- ___ attend and actively participate in all scheduled Network meetings;
- ___ attend and actively participate in Mentor training sessions as defined below;
 - Coaching Foundations (half day) in person (substitute reimbursed) (new mentors only)
 - Training #1 (2 hours) held in person and online (all mentors)
 - Training #2 (2 hours) held in person and online (all mentors)
 - Training #3 (2 hours) held in person and online (all mentors)

 Mentor Name (print)

 Date

 Mentor Signature

 Name of School/District



OCDE Teacher Induction Program New Hire Evaluation and Advisement

District Information:

New Hire Name:	Date Hired:
Mentor Available: (Y/N)	District/School/Assignment:

Whenever possible it is a priority of the Orange County Department of Education, (OCDE) Teacher Induction Program to support new teachers in their first years of teaching. Standard registration for the OCDE Induction program ends on October 1st each year. Candidates who are hired after that date can participate in an Individualized Induction Meeting(IIM) to determine if any program modifications might be made to allow them to take advantage of the Induction program this year. Please have candidates contact the Orange County Department of Education to set up this appointment within 30 days of their hire, to complete their IIM for this year. At this appointment they will also be advised of their rights and responsibilities related to Induction.

Based on the evaluation the new hire will be advised on the OCDE Induction program's support options which may include the ability to join the Induction program with or without modification this year. If a candidate is not able to be served by the OCDE Induction program this year they will be given information about enrollment for the next program year and contact information for an informal support person. Informal support people are arranged through the district.

Date of Evaluation and Advisement:	Date of Induction enrollment:
Support Determination:	Modifications Required:

District Representative Signature and Date: _____

Induction Coordinator Signature and Date: _____

New Hire Signature and Date: _____

Questions or concerns can be directed to Jacquelyn Sanborn, Induction Coordinator, at jsanborn@ocde.us or by phone at 714-327-8187. The new hire has the right to a copy of this document upon request and has been advised that California teaching credential holders have five years to complete an Induction program from the date their Preliminary/Level 1 credential is issued.

school climate health & learning

CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING • 2019/20 SCHOOL YEAR

DISTRICT NAME: DOWNEY UNIFIED SCHOOL DISTRICT

This agreement outlines conditions to be met by the above named district (the "District") and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
 - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.

- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2019-2020 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

- a. Terms. This MOU is effective on September 1, 2019 and expires on August 31, 2020.
- b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- c. Severability. The provision of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.
- d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.
- e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees 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 MOU 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 resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees 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 MOU 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 resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

- f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.
- g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.
- h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

California Survey Administration Fees 2019-2020

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536

New for 2019-2020

Password Protected Data Dashboard* – \$75 per eligible school

Districts may purchase a two-year subscription to a password protected, private data dashboard that displays up to six years of CalSCHLS data at the district-level and individual school level at the subsidized rate of \$75 per eligible school.

	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee* – per survey type	\$150	\$150	\$150
Enrollment Fee – per student enrolled	\$0.40		
Paper Processing Fee – per parent paper copy returned for processing			\$0.40
Supplementary Modules – each supplemental module	\$100	\$100	\$100
School Reports – per school	\$75	\$75	\$75
School Climate Report Card – per eligible school	\$75		
District Climate Report Card – free if all eligible schools ordered	\$250		
County Climate Report Card	\$750		
District Raw Data – per data set	\$75	\$75	\$75
County-Wide Raw Data – per data set	\$500	\$500	\$500
County-Wide Report – per report	\$500	\$500	

* If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.

Custom Services

Custom Modules – \$200 development fee for every three questions or fraction thereof; \$100 subsequent use of same module (with no changes)

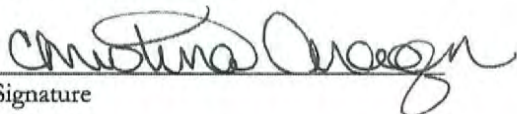
Custom Workshops – \$125 per hour (preparation, travel, and presentation time), plus travel expenses

Other Custom Requests – \$100 per hour

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:


Signature

Christina Aragon, Associate Supt. Business Services

Printed name

January 21, 2020

Date



City of Downey

**EXTENSION OF MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT AND
THE CITY OF DOWNEY FOR THE AFTER SCHOOL PROGRAM
FOR INFORMATION RECREATION AND EDUCATION (ASPIRE) PROGRAM**

The Downey Unified School District ("DUSD"), a public body corporate, and the City of Downey, a California municipal corporation and charter city ("City"), entered into a Memorandum of Understanding for the After School Program and Information Recreation and Education Program (ASPIRE) ("MOU") on May 31, 2019 for a term commencing June 1, 2019 through November 30, 2019. The parties wish to extend the MOU for an additional period to allow the parties to review and negotiate modifications for a new Memorandum of Understanding for the upcoming term of the ASPIRE Program.

By signing below, the parties hereby agree to extend the MOU for an additional seven (7) months or until June, 2020. All terms and conditions of the MOU dated January 16, 2018 shall remain in full force and effect during the term of the extension.

Each of the undersigned represents that he/she is authorized and entitled to make, enter into and execute this agreement on behalf of the party so executing it and that the terms described herein are binding against the party on whose behalf he/she is executing this extension.

IN WITNESS WHEREOF, the parties have executed this extension effective on November 30, 2019.

City of Downey
A municipal corporation and charter city

By: _____
Gilbert A. Livas, City Manager

Downey Unified School District
a public body corporate

By: _____
John A. Garcia Jr., Ph.D.,

ATTEST:

Maria Alicia Duarte, CMC, City Clerk

APPROVED AS TO FORM:

Yvette M. Abich Garcia, City Attorney

Date: _____

Future Unlimited

CIVIC CENTER
11111 BROOKSHIRE AVE
PO BOX 7016
DOWNEY, CALIFORNIA
90241-7016
562-869-7331
www.downeyca.org

LIBRARY
11121 BROOKSHIRE AVE.
DOWNEY, CALIFORNIA
90241-7016
562-904-7360
www.downeylibrary.org

POLICE DEPARTMENT
10911 BROOKSHIRE AVE.
PO BOX 7016
DOWNEY, CALIFORNIA
90241-7016
562-861-0771

PARKS & RECREATION
7850 QUILL DR
DOWNEY, CALIFORNIA
90242
562-904-7238

UTILITIES DIVISION
9252 STEWART & GRAY RD.
DOWNEY, CALIFORNIA
90241-7016
562-904-7202

MAINTENANCE SERVICES
12324 BELLFLOWER BLVD
DOWNEY, CALIFORNIA
90242
562-904-7194

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
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 WALK-IN REFRIGERATOR AND
FREEZER AT THE GALLEGOS ADMINISTRATION CENTER

ACTION ITEM

Board of Education authorization is requested to reject all bids for the removal and replacement of a walk-in refrigerator and freezer at the Gallegos Administration Center, which received Board approval to advertise at the meeting of April 9, 2019.

The District has re-evaluated the scope and cost of the work to be performed, in consultation with the architect assigned to the project, and has determined that the estimated cost of this project is \$1.5 million.

The District will re-bid the project under a new bid number.

SUPERINTENDENT'S RECOMMENDATION:

REJECT all bids against Bid #18/19-13, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, and;

AUTHORIZE the advertisement for Bid #19/20-05, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, to be charged to the Food Services Fund.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: BASIC MAINTENANCE OF ELIGIBLE INTERNAL CONNECTIONS FOR
THE TECHNOLOGY DEPARTMENT (E-RATE)

ACTION ITEM

Board of Education authorization is requested to advertise for bids for services related to the basic maintenance of the District's internal connections for all network equipment.

Basic maintenance services are provided by the manufacturer or a third party supplier to support the District's hardware repairs and general upkeep, to provide configuration changes, and software upgrades to core networking equipment that provides wide area network to schools and offices. The District will be applying for E-Rate funding to cover these costs in the hope that these costs will be covered outside of the general fund budget moving forward.

Estimated annual expenditures for these services is approximately \$70,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #19/20-06 for Basic Maintenance of Eligible Internal Connections (E-RATE), to be charged to the General and E-Rate Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: UNINTERRUPTIBLE POWER SUPPLY (UPS)/BATTERY BACKUP FOR
THE TECHNOLOGY DEPARTMENT (E-RATE)

ACTION ITEM

Board of Education authorization is requested to advertise for bids for the purchase of uninterruptible power supply (UPS) units, otherwise known as battery backup systems, for the Technology Department.

The purchase of these items will support networking equipment at District school sites in the event of a power failure. The District will be applying for E-Rate funding to cover a majority of these costs so that these costs will not impact the general fund budget moving forward.

The estimated cost for these items is approximately \$108,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #19/20-07 for the purchase of Uninterruptible Power Supply (UPS)/Battery Backup Units (E-RATE), to be charged to the General and E-Rate Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ENERGY EFFICIENCY DESIGN AND CONSTRUCTION SERVICES
FOR BUILDINGS R, S AND Y AT DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education authorization is requested to advertise for requests for qualifications/proposals from companies that provide energy efficiency design and construction services and/or solutions that will reduce and manage energy demand through devices and other improvements to the R, S, and Y Buildings at Downey High School.

The District intends to select and enter into an agreement with a qualified firm having specific qualifications and experience in the above reference services, and whose solutions comply with Government Code sections 4217.10, et seq. The awarded firm should be able to analyze the existing HVAC system and controls, provide an analysis and recommend replacement equipment and systems, and design and construct a new efficient system and controls.

The cost for these services is estimated at \$1.25 million.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Request for Qualifications/Proposals RFQ/P #2019/2020-01 for Energy Efficiency Design and Construction Services (Government Code section 4217.10, et seq.) for Buildings R, S, and Y at Downey High School, to be charged to Deferred Maintenance Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: CONSTRUCTION MANAGEMENT SERVICES

ACTION ITEM

Board of Education authorization is requested to solicit a Request for Qualifications/Proposals for Construction Management services in support of the Measure O Bond, and other facilities and maintenance programs.

The District is seeking consultants to create a pool of qualified construction managers to provide services on an as-needed basis for various projects, including, but not limited to the Doty Middle School Modernization and Construction project.

Evaluation and selection of service providers will be based on factors such as qualifications, K-12 experience, licensing/certification, litigation history, and fee structure.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the solicitation for Requests for Qualifications/Proposals for Construction Management Services, RFQ/P #2019/2020-02 to be charged to Measure O Bond Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: DSA PROJECT INSPECTION SERVICES

ACTION ITEM

Board of Education authorization is requested to award Request for Qualifications (RFQ) #2019/2020-02 for the prequalification of Division of the State Architect (DSA) approved Inspectors of Record (IOR's) for District construction projects.

The District received responses from four companies interested in providing construction inspection services. Responses were evaluated on specified criteria, including firm and personnel experience and level of expertise, past performance, references, cost control, and the ability to meet specific District requirements. It was determined that all respondents are capable of performing the work to the District's satisfaction, and it is recommended that all firms be prequalified for future work with the District.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Request for Qualifications (RFQ) #2019/2020-02 for Project Inspection Services for District Projects to Knowland Construction Services, Rancho Palos Verdes; Sandy Pringle Associates Inspection Consultants, Torrance; Vital Inspection Services, Anaheim; and RS Construction Services, Inc., Cerritos, to be charged to the General Fund and/or Bond Funds as needed.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: GEOTECHNICAL AND SPECIAL INSPECTION LAB OF RECORD SERVICES

ACTION ITEM

Board of Education authorization is requested to award Request for Qualifications (RFQ) #2019/2020-03 for the prequalification of geotechnical and special lab of record consulting services for District construction projects.

The District received responses from four companies interested in providing consulting services. Responses were reviewed with the District's construction manager and evaluated on established criteria, including experience and level of expertise, past performance, references, cost control, and ability to meet specific District requirements. The review panel determined that all four firms are capable of meeting the District's needs, and it is recommended that all firms be approved as prequalified for future opportunities with the District.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Request for Qualifications (RFQ) #2019/2020-03 for Geotechnical and Special Inspection Lab of Record Services to MGTL Inc., Anaheim; United-Heider Inspection Group, Riverside; Converse Consultants, Monrovia; and Koury Engineering and Testing, Inc., Chino, to be charged to the General Fund and/or Bond Funds as needed.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
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 PURCHASE OF SCHOOL BUSES

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback bid from the Waterford Unified School District for the purchase of school buses as needed by the Transportation Services Department.

The use of this bid will allow the District to make the purchase of special needs school buses and standard buses without having to invest in the lengthy and costly process of formal advertised bidding.

The current bid has been extended by the Waterford Unified School District through December 31, 2020.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Waterford Unified School District Bid #01/17 for School Buses with A-Z Bus Sales, Inc., Colton, by the Downey Unified School District to fill orders for buses with the same advantages, terms and conditions.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
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 TECHNOLOGY, SECURITY & COMMUNICATIONS SOLUTIONS

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback bid by and between Sourcewell, a State of Minnesota local government agency and service cooperative, and CDW Government, LLC, for the purchase of technology parts and components as needed by the Technology Department.

The use of this bid will allow the District to take advantage of bid pricing for various brands of technology items without having to go through the lengthy and costly process of formal advertised bidding.

Items will be ordered as needed to fill various needs throughout the District. The contract is valid from December 1, 2019 through October 30, 2023.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of RFP#081419 for Technology, Security & Communications Solutions with CDW-Government, LLC, by the Downey Unified School District for the purchase of technology parts and components as needed, with the same advantages, terms and conditions.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: STAUFFER MIDDLE SCHOOL MODERNIZATION

ACTION ITEM

Board of Education approval is requested for Change Order #26 to Bid #16/17-11 for the modernization of Stauffer Middle School, which received Board approval to award on June 6, 2017.

The above change reflects a less than 1% increase to the contract due to changes and/or additions to the project, which includes the movement of district furniture, labor, material and storage fees for 30 FSR vaults, additional infrastructure and rough-in for access controls for Buildings C, D, E, and F, removal of garbage disposals previously installed, additional breakers for HVAC units in Building L, toilet partition material upgrades to Buildings D and F, installation of molding at recessed lighting in Building L, elimination of earthquake valve west of Building F-S in order to install remainder of regulator assembly and new 4-inch low pressure gas line to Building G, asphalt patching at the existing gas meter assembly at Building A-S, and installation of a 2-pole 20 amp breaker at panel HF to connect water heater at Building F-N, which were not part of the original plans and specifications.

The increase associated with the above changes is \$126,424.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #26 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$126,424.00, to be charged to Measure O Bond Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ARCHITECTURAL SERVICES AT SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO2W-2*358 with Westberg+White Architecture, Tustin, for architectural services being performed for the Sussman Middle School modernization project.

The above change represents a less than 1% increase to the value of the project and includes architectural revisions to reconfigure classroom doors to meet ADA requirements, as well as fees for plan check review with the City of Downey and the County of Los Angeles.

The increase associated with this change is \$3,900.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO2W-2*358 with Westberg+White Architecture, Tustin, for Architectural Services for the Sussman Middle School modernization project, in the increased amount of \$3,900.00, to be charged to Measure O Bond Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ARCHITECTURAL SERVICES AT GRIFFITHS MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO2W-2*461 with LPA, Inc., Irvine, for architectural services being performed for the Griffiths Middle School new construction and modernization project.

The above change represents about a 20% increase to the value of the contract and includes an adjustment to the architect's fees relative to changes in the value and scope of the project.

The increase associated with this change is \$387,155.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO2W-2*461 with LPA, Inc., Irvine, for Architectural Services for the Griffiths Middle School New Construction and Modernization Project, in the increased amount of \$387,155.00, to be charged to Measure O Bond Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ARCHITECTURAL SERVICES AT GRIFFITHS MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #2 to Purchase Order #PO2W-2*461 with LPA, Inc., Irvine, for architectural services being performed for the Griffiths Middle School new construction and modernization project.

The above change represents about a 3% increase to the value of the project and includes an adjustment to the architect's fees to cover the cost of reconfiguring classroom door entries at existing buildings to meet CBC/ADA code requirements.

The increase associated with this change is \$18,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #2 to Purchase Order #PO2W-2*461 with LPA, Inc., Irvine, for Architectural Services for the Griffiths Middle School New Construction and Modernization Project, in the increased amount of \$18,000.00, to be charged to Measure O Bond Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ARCHITECTURAL SERVICES AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #2 to Purchase Order #PO2W-2*462 (formerly Purchase Order #175657A) with LPA, Inc., Irvine, for architectural services being performed for the Stauffer Middle School modernization project.

The above change represents a 33% increase to the value of the purchase order, and includes architectural revisions to include the enlargement of the gymnasium.

The increase associated with this change is \$169,137.33.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #2 to Purchase Order #PO2W-2*462 (formerly Purchase Order #175657A) with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of \$169,137.33, to be charged to Measure O Bond Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: REPLACEMENT OF COUNTER TOPS IN CULINARY ARTS
CLASSROOM AT DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 201920-202 for the replacement of laminate counter tops in the Culinary Arts classroom at Downey High School, which received approval at the meeting of December 10, 2019.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-202, Replacement of Plastic Laminate Counter Tops in the Culinary Arts Classroom at Downey High School, with Zorn Productions Unlimited, Inc., Paramount, in the final amount of \$34,218.00, to be charged to Deferred Maintenance 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.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: GAS LEAK REPAIRS AND GAS LINE REPLACEMENT AT DOWNEY
HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 201920-195 for gas leak repairs and the replacement of gas lines at Downey High School, which was approved at the meeting of October 8, 2019.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-195 for Gas Leak Repairs and Gas Line Replacement at Downey High School, with MBS Engineering, Inc., San Ramon, in the final amount of \$56,974.37, 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.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse
SUBJECT: DECLARE OBSOLETE/AUTHORIZE SALE OF OBSOLETE DISTRICT PROPERTY

ACTION ITEM

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

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

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

SUPERINTENDENT'S RECOMMENDATION:

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

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	HP Laserjet Printer	P4515tn		31448	Broken unable to repair
1	HP Laserjet Printer	4050N		16224	Broken unable to repair
1	iMac Desktop Computer			36421	Broken unable to repair
1	Panasonic VHS Player	PV8451	H8SC51227	13012	Broken unable to repair
1	iMac Desktop			31870	Broken unable to repair
1	iMac Desktop			31874	Broken unable to repair
1	iMac Desktop			31878	Broken unable to repair
1	iMac Desktop			31892	Broken unable to repair
1	iMac Desktop			31893	Broken unable to repair
1	iMac Desktop			31889	Broken unable to repair
1	iMac Desktop			31868	Broken unable to repair
1	iMac Desktop			34013	Broken unable to repair
1	iMac Desktop			31869	Broken unable to repair
1	iMac Desktop			31880	Broken unable to repair
1	iMac Desktop			31872	Broken unable to repair
1	iMac Desktop			31877	Broken unable to repair
1	iMac Desktop			31888	Broken unable to repair
1	iMac Desktop			31876	Broken unable to repair
1	iMac Desktop			31871	Broken unable to repair
1	iMac Desktop			31896	Broken unable to repair
1	iMac Desktop			31891	Broken unable to repair
1	iMac Desktop			31897	Broken unable to repair
1	iMac Desktop			31895	Broken unable to repair
1	iMac Desktop			31867	Broken unable to repair
1	iMac Desktop			31865	Broken unable to repair
1	iMac Desktop			31894	Broken unable to repair
1	iMac Desktop			31864	Broken unable to repair
1	iMac Desktop			31866	Broken unable to repair
1	iMac Desktop			31883	Broken unable to repair
1	iMac Desktop			31882	Broken unable to repair
1	iMac Desktop			31813	Broken unable to repair
1	iMac Desktop			31881	Broken unable to repair
1	iMac Desktop			31879	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	iMac Desktop			31890	Broken unable to repair
1	iMac Desktop			31887	Broken unable to repair
1	iMac Desktop			31875	Broken unable to repair
1	iMac Desktop			31884	Broken unable to repair
1	iMac Desktop			31885	Broken unable to repair
1	iMac Desktop			31898	Broken unable to repair
1	Acer Computer		1611B053600155	32805	Broken unable to repair
1	Acer Computer		1611B053600124	32806	Broken unable to repair
1	Apple Computer Screen		SYM0310nbdwy	32109	Broken unable to repair
1	Apple Computer Screen			30029	Broken unable to repair
1	Apple Computer Screen			29677	Broken unable to repair
1	Apple Computer Screen		sym0361szdwy	321289	Broken unable to repair
1	Apple Computer Screen		sym0310t2dwy	32105	Broken unable to repair
1	Apple Computer Screen		syn03623jdwy	32126	Broken unable to repair
1	Apple Computer Screen		sym0362cydwy	32129	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963592	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963594	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963716	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963718	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963721	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963717	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963719	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963597	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963713	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963720	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963715	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963591	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963596	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963714	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963593	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963712	Broken unable to repair
1	Apple iPad Mini	PD977LLIA		963595	Broken unable to repair
9	Motorola yellow Walkie Talkies				Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
9	Funkprofi Blue Walk Talkies				Broken unable to repair
1	iMac Computer		sym02502ydwy	31575	Broken unable to repair
1	iMac Computer		sym025033dwy	31581	Broken unable to repair
1	iMac Computer		sym025040dwy	31574	Broken unable to repair
1	iMac Computer		sym02502tdwy	31580	Broken unable to repair
1	iMac Computer		lpz0jt211/9	31588	Broken unable to repair
1	iMac Computer		sym02325ldwu	31560	Broken unable to repair
1	iMac Computer		sym02504rdwy	31552	Broken unable to repair
1	iMac Computer		sym0232bedwy	31571	Broken unable to repair
1	iMac Computer		sym0232cmdwy	31566	Broken unable to repair
1	iMac Computer		sym02504ldwy	31578	Broken unable to repair
1	Apple Mac Computer		h011619re86	32384	Broken unable to repair
1	Apple Mac Computer		h011619fe86	32370	Broken unable to repair
1	Apple Mac Computer		h011616ae86	32396	Broken unable to repair
1	Apple Mac Computer		h011615be86	32400	Broken unable to repair
1	Apple Mac Computer		h0116197e86	32375	Broken unable to repair
1	Apple Mac Computer		h011619be86	32382	Broken unable to repair
1	Apple Mac Computer		h0116199e86	32377	Broken unable to repair
1	Apple Mac Computer		h011619le86	32381	Broken unable to repair
1	Apple Mac Computer		sd25hf099dpnk	34140	Broken unable to repair
1	Apple Mac Computer		sd25hf4jdpnk	34137	Broken unable to repair
1	Apple Mac Computer		sd25hf02bdpnk	34145	Broken unable to repair
1	Apple Mac Computer		h0116177e86	32393	Broken unable to repair
1	Apple Mac Computer		h011615ke86	32386	Broken unable to repair
1	Apple Mac Computer		h0116174e86	32390	Broken unable to repair
1	Apple Mac Computer		h011615nc86	32392	Broken unable to repair
1	Apple Mac Computer		h011615de86	32399	Broken unable to repair
1	Apple Mac Computer		h011615xe86	32394	Broken unable to repair
1	Apple Mac Computer		h0116159e86	32398	Broken unable to repair
1	Apple Mac Computer		h0116197e86	32373	Broken unable to repair
1	Apple Mac Computer		h011615he86	32389	Broken unable to repair
1	Apple Mac Computer		h0116193e86	32383	Broken unable to repair
1	Apple Mac Computer		h01196194e86	32385	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple Mac Computer		h011619le86	32378	Broken unable to repair
1	Apple Mac Computer		h0116157e86	32401	Broken unable to repair
1	Apple Mac Computer		h0116196e86	32379	Broken unable to repair
1	Apple Mac Computer		h011616me86	32374	Broken unable to repair
1	Apple Mac Computer		h011615ue86	32387	Broken unable to repair
1	Apple Mac Computer		h011619e86	32397	Broken unable to repair
1	Apple Mac Computer		h0116195e86	32376	Broken unable to repair
1	Apple Mac Computer		h011619ae86	32380	Broken unable to repair
1	Apple Mac Computer		h011617ae86	32391	Broken unable to repair
1	Apple Mac Computer		h011618we86	32372	Broken unable to repair
1	Apple Mac Computer		h011615ye86	32395	Broken unable to repair
1	Apple Mac Computer		h011619de86	32371	Broken unable to repair
1	Apple Mac Computer		h011615fe86	32388	Broken unable to repair
1	Apple Mac Computer			34146	Broken unable to repair
1	Apple Mac Computer		sd25hf087dpnk	34141	Broken unable to repair
1	Apple Mac Computer		sd25hf09wdpnk	34143	Broken unable to repair
1	Apple Mac Computer		sd25hf068dpnk	34139	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Speedy Serve Warmer		189	54435	Broken unable to repair
1	Speedy Serve Warmer		107	54438	Broken unable to repair
10	Computer Desk w/wheels				Broken unable to repair
9	Computer Desk				Broken unable to repair
1	Bretford Device Cart	018-0300		33701	Oboslete Item
1	Bretford iPad cart			55915	Oboslete Item
4	Bretford iPad cart			42500	Oboslete Item
1	Lincoln Impinger Oven		810210000329	56479	Broken unable to repair
2	Beige Desks				Broken unable to repair
1	Yamaha Golf Cart				Broken unable to repair
1	Groen Steam Kettle				Broken unable to repair
6	Bretford White Tables				Broken unable to repair

I. CERTIFICATED

A. Employments

Employee	Assignment	Salary Rate	Service Begins
Kim, Jennifer	Teacher Warren Temporary	\$78,672	1/06/20- 4/10/20
CORRECTED ACTION Lane, Matthew	Teacher Sussman Temporary	\$67,393	9/03/19- 4/10/20
Luna, Nicole	Teacher Warren Temporary	\$63,034	8/12/19- 12/20/19
CORRECTED ACTION Maldonado, Julia	Teacher Columbus Temporary	\$67,393	8/12/19- 6/01/20
CORRECTED ACTION Paz, Eduardo	Teacher Sussman Temporary	\$63,034	8/12/19- 6/01/20
Woodhouse, Adorliz	Teacher – SBC Stauffer Intern	\$58,678	11/22/19- 6/01/20

B. Employments (Temporary)

ACADEMIC LUNCH EXCLUSION – Doty, \$37.30 Per Hour, 2019-20 School Year

Benner, Garrett
Cohen, Kristofer
McClinton, Marjorie
Munoz, Maria
Navarro, Michelle
Reyes, Carlos

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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AVID – Warren, \$37.30 Per Hour, 2019-20 School Year

Arnold, Jeffrey
Cha, David
Deichman, Kyle
Gomez, Erica
Harris, Andrea
Lopez, Karla
Mack, Deanna
Mendez, Daniel
Orejel, Edgar
Sinsombutcharoen, Nina
Tse, Paul

AVID COORDINATOR – Stauffer, \$1,423.00 Per Year, 2019-20 School Year

Black, Katie	50%
Dayhoff, Laurie	50%

CHOIR – Price, \$432.00 Per Year, 2019-2020 School Year

Granados, Cathy
Toay, Steven

CALIFORNIA HEALTHY YOUTH ACT – District, \$37.30 Per Hour, 2019-20 School Year

McGregory, Michael

COMBINATION CLASS TEACHER – \$7,631.00 Per Year, 2019-20 School Year

Price
Konegni, Robin

Rio San Gabriel
Fishman, Annabeth

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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CURRICULUM WRITING & PLANNING – District, 2019-20 School Year

Amaya, Yvonne		\$472.29 Per Diem
Barrera, Shirley		\$524.63 Per Diem
Carrere, Yvette		\$537.56 Per Diem
Carrillo, Monica		\$364.18 Per Diem
Gallardo, Ericka		\$561.08 Per Diem
Garcia, Nadia		\$413.56 Per Diem
Gomez, Susan		\$413.56 Per Diem
Martinez, Glenda		\$590.56 Per Diem
Reeves, Isela		\$619.22 Per Diem
Ventura, Noelia		\$392.55 Per Diem

DEPARTMENT HEAD – 2019-20 School Year

Columbus

Ortiz, Jessica	Special Education – DAT	\$1,074.98 Per Year	8/12/19-11/30/19
Tikunoff-Jones, Natasha	Special Education – DAT	\$1,074.98 Per Year	12/01/19-6/01/20

Warren

Acosta, Kellie	Special Education	\$1,185.41 Per Year
Curiel, Joe	Business Computers	\$ 701.18 Per Year
Dussan, Liliana	Foreign Language	\$1,947.18 Per Year
Elsasser, Gregory	English	\$3,118.42 Per Year
Latham, Daniel	Physical Education	\$1,074.98 Per Year
Orlinsky, Jeffrey	Science	\$2,395.74 Per Year
Roldan, Nadia	Visual & Performing Arts	\$1,423.86 Per Year
Sangalang-Ortiz, May	Math	\$1,297.55 Per Year
Tendler, Joey	Special Education	\$1,185.41 Per Year
Welch, Kevin	Social Studies	\$2,395.74 Per Year
Yoo, Tai	Math	\$1,297.55 Per Year
Zegarra, Johnny	Industrial Arts	\$1,149.74 Per Year

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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ELEMENTARY PE PLANNING MEETINGS – District, \$37.30 Per Hour, 2019-20 School Year

Flores, James
Johnson, Amber

ENGLISH CURRICULUM PLANNING – Warren, \$37.30 Per Hour, 2019-20 School Year

Casillas, Rosa
Fitzpatrick, Shawn
Valladares, Jaime

EXTRA DUTY – 2019-20 School Year

Doty

Fetter, Mark	Boys Volleyball 8 th	\$1,443.00 Per Year
Haas, Derek	Boys Soccer Varsity	\$1,443.00 Per Year
Harney, Daniel	Boys Volleyball 7 th	\$1,443.00 Per Year
Lavalle, Vincent	Girls Soccer JV	\$1,443.00 Per Year
Moore, Meghan	Boys Volleyball 6 th	\$1,443.00 Per Year

Griffiths

Espina, Marlon	Boys Volleyball 6 th	\$1,443.00 Per Year
Plant, Edward	Girls Soccer JV	\$1,443.00 Per Year
Roberts, Mark	Boys Volleyball 8 th	\$1,443.00 Per Year
Shull, James	Boys Volleyball 7 th	\$1,443.00 Per Year
Soto, Natalie	Girls Soccer Varsity	\$1,443.00 Per Year

Stauffer

Doherty, Deidra	Boys Volleyball 7 th	\$1,443.00 Per Year
McConnell, Sean	Boys Volleyball 8 th	\$1,443.00 Per Year
Nakamura, Eric	Boys Volleyball 6 th	\$1,443.00 Per Year
Nametz, Michael	Girls Soccer JV	\$1,443.00 Per Year
Rowland, Jamie	Girls Soccer Varsity	\$1,443.00 Per Year

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>EXTRA DUTY – 2019-20 School Year (cont.)</u>			
<u>Sussman</u>			
Bisorca, Emanuel	Boys Volleyball	\$1,443.00 Per Year	
Lee, Krystal	Girls Soccer JV	\$1,443.00 Per Year	
Regan, Jennifer	Girls Soccer Varsity	\$1,443.00 Per Year	
<u>Downey</u>			
Amaya, Alyssa	Boys Water Polo JV	\$2,416.00 Per Year	
Basham II, James	Football Assist. D	\$3,351.00 Per Year	
Bean, Jason	Girls Golf Head	\$3,301.00 Per Year	
Cabrera, Kevin	Football Assist. E	\$3,351.00 Per Year	
Falkenstein, Daniel	Football Assist. B	\$3,351.00 Per Year	
Gleason, Robert	Boys Cross Country Head	\$3,346.00 Per Year	
Hollington, Thomas	Football Head JV	\$4,070.00 Per Year	
Karzen, Micah	Girls Tennis Head	\$3,569.00 Per Year	
Lostetter, Matthew	Girls Volleyball Head JV	\$1,391.50 Per Year	
Martinez, David	Football Assist. C	\$3,351.00 Per Year	
McCarthy, Robert	Boys Sand Volleyball Head	\$3,212.00 Per Year	
McCarthy, Robert	Girls Volleyball Head	\$3,977.00 Per Year	
Nevarez, Jessica	Girls Cross Country Assist.	\$2,008.00 Per Year	
Nunley, Thomas	Football Head Frosh	\$3,351.00 Per Year	
Rand, Mark	Girls Golf Head JV	\$2,266.00 Per Year	
Toledo, Alan	Sports Supervision ASB	\$ 90.00 Per Day	
Williams, Jack	Football Head Varsity	\$5,584.00 Per Year	
<u>Warren</u>			
Aguilar, Felipe	Football Assist. C	\$1,474.00 Per Year	
Aguilar, Felipe	Football Assist. E	\$ 796.00 Per Year	
Austin, Terrence	Football Assist. A	\$1,793.00 Per Year	
Austin, Terrence	Football Frosh	\$ 477.00 Per Year	
Buell, Joshua	Boys Golf Head JV	\$2,266.00 Per Year	
Grigsby, Vincent	Football Assist. B	\$1,474.00 Per Year	
Grigsby, Vincent	Football Assist. D	\$ 23.00 Per Year	
Grigsby, Vincent	Football Assist. E	\$ 227.00 Per Year	
Grigsby, Vincent	Football Frosh	\$ 546.00 Per Year	

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>EXTRA DUTY</u> – 2019-20 School Year (cont.)			
<u>Warren</u> (cont.)			
Holder, Jessie	Boys Volleyball JV	\$2,783.00 Per Year	
Lane, Scott	Boys Volleyball Varsity	\$3,977.00 Per Year	
Lara, Edward, Jr.	Football JV	\$1,000.00 Per Year	
Pearson, Kevin	Football Head	\$5,584.00 Per Year	
Porter, Sandra	Girls Tennis JV	\$2,621.00 Per Year	
Rodriguez, Eduardo	Boys Cross Country Assist.	\$2,008.00 Per Year	
Schmid, Tina	Boys Golf Head Varsity	\$3,301.00 Per Year	
Starksen, Mary	Girls Tennis Head	\$3,569.00 Per Year	
Waldron, Jay	Girls Cross Country Head	\$3,346.00 Per Year	

HOME INSTRUCTION – District, \$37.30 Per Hour, 2019-20 School Year

Castro, Faye
Grant, Lindsay
Torres, Vanessa

IB WORKSHOP – District, \$150.00 Per Day, 2019-20 School Year

Barrera, Shirley
Martinez, Glenda
Reeves, Isela

IEP ADMINISTRATIVE DESIGNEE – \$58.23 Per Hour, 2019-20 School Year

Carpenter
Gonzalez, Gabriel

Imperial
Ruesga, Alexandra

Lewis
Ortega, Julia

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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IEP ADMINISTRATIVE DESIGNEE – \$58.23 Per Hour, 2019-20 School Year (cont.)

Old River
Avina, Maria

Rio San Gabriel
Serrato, Susana

Griffiths
Santillana, Lori

INDEPENDENT STUDY TEACHER – District, \$37.30 Per Hour, 2019-20 School Year

Alaniz, Yvette
Anderson, Diane
Berk, Kristy
Bomgaars, Jenalee
Boynton, Matthew
Bright, Lisa
Carrillo, Monica
Charlton, Stacie
De Leon, Julia
Dillon, Karen
Freijanes, Wendy
Gibson, Lorie
Granados, Cathy
Grijalva, Heather
Guardado, Lorena
Halbmaier, Heidi
Harbaugh, Kelly
Hill, Teresa
Hilton, Janet
Huls, Mindy
Jensen, Danicka
Jones, Eugene
Kacou, Natalie
Lee, Wendy

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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INDEPENDENT STUDY TEACHER – District, \$37.30 Per Hour, 2019-20 School Year
(cont.)

Lorberter, Rosanna
Martinez, Stacy
Mayer, Lucia
Melara, Rafael
Moran, Crystal
Mrkonic, Kimberly
Neill, Kirsten
Olea, Janice
Overturf, Kristy
Paul, Anne-Marie
Piercy, Jami
Roybal, Bonnie
Russell, Anne
Sanchez, Shelley
Sanders, Nicole
Smith, Dianna
Tate, Susan
Vanden Berge, Samantha
Veith, Lacey
Viramontes, Gerise
Yee, Judy
Yoon, Christine

INTERVENTIONIST – \$150.00 Per Day, 2019-20 School Year

Price

Petts, Aurora

Ward

Olay, Courtney
Monteagudo, Leslie

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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INTERVENTIONIST PREPPING & PLANNING – \$37.30 Per Hour, 2019-20 School Year

Price

Petts, Aurora

Columbus

Basham II, James

Katusha, James

LACOE TK WORKSHOP – District, \$37.30 Per Hour, 2019-20 School Year

Carter, Carol

Lee, Wendy

Martinez, Glenda

Mendenhall, Danielle

Resner, Jordan

MASTER TEACHER – 2019-20 School Year

Acosta, Kellie	Cal State Long Beach	\$240.00
Bradfield, Eric	Cal State Long Beach	\$100.00
Cid, Deena	Cal State Long Beach	\$320.00
Creed, Kendra	Cal State Long Beach	\$200.00
De La Torre, Jose	Cal State Long Beach	\$100.00
Desalernos, Stephen	Cal State Long Beach	\$300.00
Dodge, Kevin	Cal State Long Beach	\$300.00
Dodson, Paula	Cal State Long Beach	\$240.00
Gilfillan, Deanna	Cal State Long Beach	\$200.00
Glasser, Bernard	Cal State Long Beach	\$100.00
Judy, Stephen	Cal State Long Beach	\$200.00
Katsufrakis, Carolyn	Cal State Long Beach	\$200.00
Kwa, Karina	Cal State Long Beach	\$200.00
Liakopoulos, Dimitra	Cal State Long Beach	\$ 50.00
Martin, Sheri	Cal State Long Beach	\$100.00
Mc Dermott, Karen	Cal State Long Beach	\$100.00
Meade, Corrine	Cal State Long Beach	\$200.00

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>MASTER TEACHER</u> – 2019-20 School Year (cont.)			
Mucho, Wendy	Cal State Long Beach	\$240.00	
Nevarez, Robert	Cal State Long Beach	\$100.00	
Orique, Matthew	Cal State Long Beach	\$300.00	
Overgaauw, Amy	Cal State Long Beach	\$200.00	
Park, Kaitlyn	Cal State Long Beach	\$320.00	
Ramirez, Andrea	Cal State Long Beach	\$100.00	
Redfox, George	Cal State Long Beach	\$100.00	
Roberts, Mark	Cal State Long Beach	\$200.00	
Roldan, Nadia	Cal State Long Beach	\$200.00	
Roveri, Mercy	Cal State Long Beach	\$100.00	
Saikali, Rosa	Cal State Long Beach	\$ 50.00	
Shearer, Mark	Cal State Long Beach	\$320.00	
Williams, Karen	Cal State Long Beach	\$100.00	
Witkin, Scott	Cal State Long Beach	\$200.00	

MINECRAFT CLUB – Lewis, \$37.30 Per Hour, 2019-20 School Year

Pike, James

NEW TEACHER TRAINING – District, \$37.30 Per Hour, 2019-20 School Year

Doty, Blair

OVER NEGOTIATED CAP – \$165.00 Per Student, Per Month, 2019-20 School Year

Alameda

Echeveste, Carol

Gallatin

Amy, Ann

Brabb, Monica

Cox, Sandi SDC

Halbmaier, Heidi

Johnson, Tami

Messore, Dana SDC

Smith, Dianna

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>OVER NEGOTIATED CAP</u> – \$165.00 Per Student, Per Month, 2019-20 School Year (cont.)			
<u>Gallatin</u> (cont.)			
Tate, Susan			
Waterworth, Michelle			
<u>Imperial</u>			
Cota, Graciela	Early Intervention		
Lozano, Brandon			
Sosa, Yvonne			
<u>Lewis</u>			
Alberico, Lori			
Barnes, Lindsay			
Beaver, Karin			
Chagolla, Amanda	SDC		
Charlton, Stacie			
Coronel, Evelyn			
Dubei, Lydia			
Fisher, Susan			
Graves, Todd			
Kacou, Natalie			
Marquez, Irene	Life Skills		
Martinez, Rosio			
Martinez, Tracy			
Mayer, Lucia			
McCollough, Cheryl			
Minahan, Melissa			
Minton, Tara			
Monge, Vanessa			
Mullen, Eileen			
Pike, James			
Quigley, Tyler			
Russell, Lee Ann			
Silva, Amy			
Veith, Lacey			
Winters, Callie	SDC		
Yee, Judy			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>OVER NEGOTIATED CAP</u> – \$165.00 Per Student, Per Month, 2019-20 School Year (cont.)			
<u>Price</u>			
Anagnostou, Nikolina			
Berk, Kristy			
Buccola-Webber, Jacqueline			
De Goeas, Elizabeth			
De Moss, Cynthia			
Dillon, Karen			
Doddy, Alicia			
Farina, Stephanie			
Finn, Melissa			
Flores, Jennifer	RSP		
Gillespie, Heidi			
Gongora, Virginia			
Gonzales, Stefan	SDC		
Granados, Cathy			
Grant, Lindsay	Basic Skills		
Grijalva, Heather			
Guerrero, Annabel			
Harbaugh, Kelly			
Hooker, Nancy			
Izumo, Polly			
Jara, Jennifer	RSP		
Jones, Eugene			
Keele, Shelly	Basic Skills		
Konegni, Robin			
Maxwell, Lance			
Mazzocchi, Irene	Basic Skills		
Ramsey, Tamara			
Rhodes, Erica			
Sapia, Rose			
Seehusen, Sara			
Toay, Steven			
Valdes, Marie			
Wadman, Anne			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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OVER NEGOTIATED CAP – \$165.00 Per Student, Per Month, 2019-20 School Year
(cont.)

Unsworth

Fuenmayor, Veronica SDC

PARENT ED MEETINGS – Alameda, \$37.30 Per Hour, 2019-20 School Year

Gallardo, Alma
Mendoza, Caroline

PLAYOFFS – 2019-20 School Year

Downey

Basham II, James	Football Assist. D Team	\$357.22
Bean, Jason	Girls Golf Head Ind.	\$111.63
Cabrera, Kevin	Football Assist. E Team	\$357.22
Karzen, Micah	Girls Tennis Head Ind.	\$446.52
Falkenstein, Daniel	Football Assist. B Team	\$357.22
Gleason, Robert	Boys Cross Country Head Team	\$178.61
Martinez, David	Football Assist. C Team	\$357.22
McCarthy, Robert	Girls Volleyball Head Team	\$178.61
Williams, Jack	Football Head Varsity Team	\$357.22

Warren

Aguilar, Felipe	Football Team	\$178.61
Austin, Terrance	Football Team	\$178.61
Buell, Joshua	Golf Head JV Ind.	\$223.26
Grigsby, Vincent	Football Team	\$178.61
Holder, Jessie	Volleyball JV Team	\$357.22
Lane, Scott	Volleyball Varsity Team	\$357.22
Lara Jr., Edward	Football Team	\$178.61
Pearson, Kevin	Football Team	\$178.61
Porter, Sandra	Tennis Assist. Team	\$178.61
Porter, Sandra	Tennis Assist. Ind.	\$446.52

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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PLAYOFFS – 2019-20 School Year (cont.)

Warren (cont.)

Rodriguez, Eduardo	Cross Country Assist. Team	\$178.61
Schmid, Tina	Golf Head Varsity Ind.	\$223.26
Starksen, Mary	Tennis Head Team	\$178.61
Starksen, Mary	Tennis Head Ind.	\$446.52
Waldron, Jay	Cross Country Head Team	\$357.22

PLC/GRADE LEVEL LEAD – Stauffer, \$1,638.00 Per Year, 2019-20 School Year

Bach, Daniel	Science 7
Baltazar, Richard	Social Studies 7
Brauser, Rebecca	Social Studies 6
Clark, Kathleen	Fine Arts
Cortez, Louis	Science 6
Davilas, Chrysanthi	ELA 7
Dayhoff, Laurie	ELA 6
Holmes, William	Social Studies 8
Liakopoulos, Dimitra	Math 6
McConnell, Sean	PE
Partin, April	ELA 8
Saikali, Rola	Math 7
Shea, David	Math 8
Tindoc, Oliver	Science 8

PROFESSIONAL LEARNING COMMUNITIES – Warren, \$269.49 Per Day, 6/04/19-8/09/19

Acosta, Kellie
Ahumada-Cordova, Iliana
Casillas, Rosa
Davenport, Henry
Fisher, Stephanie
Harris, Andrea
Kelly, Kelli
Kirby, Alison

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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PROFESSIONAL LEARNING COMMUNITIES – Warren, \$269.49 Per Day, 6/04/19-8/09/19 (cont.)

Mack, Deanna
Miyahara, Samantha
Mojarro, Jenny
Muller, Justin
Roldan, Nadia
Sangalang-Ortiz, May
Schiavo, Mark
Trejo, Raymundo
Villa, Cassandra
Welch, Kevin
Willis, Monique
Yoo, Tai

PUSH IN TRAINING – Warren, \$37.30 Per Hour, 2019-20 School Year

Adame, Cindy
Drechsler, Dominique
Dussan, Liliana
Fuenmayor, Gustavo
Gutierrez, Ruben
Lopez, Karla
Medina, Ryan
Melgar, Jonathan
Miranda, Daniel
Nam, Jose
Paduano, Annabelle
Pardo, Jakilin
Salazar, Luis
Sandoval, Elizabeth
Soto-Castillo, Karlo
Stevenson, Jody
Tunberg, Alicia

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>ROBOTICS COACH</u> – \$37.30 Per Hour, 2019-20 School Year			
<u>Alameda</u>			
Buss, Shannon			
Strang, Sariah			
<u>Gallatin</u>			
Daugherty, Jennifer			
Ruse, Charlotte			
Solis, Ashley			
<u>Lewis</u>			
Coronel, Evelyn			
Fisher, Susan			
Silva, Amy			
Veith, Lacey			
<u>Old River</u>			
Maline, Sarina			
Neill, Kirsten			
<u>Williams</u>			
Sanchez-Lopez, Michelle			
<u>SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM</u> – \$37.30 Per Hour, 2019-20 School Year			
<u>Carpenter</u>			
Reeves, Isela			
<u>Imperial</u>			
Manzano Amador, Rocio			
<u>Lewis</u>			
Boerigter, Britt			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM – \$37.30 Per Hour, 2019-20 School Year (cont.)

Old River

Arguelles, Melissa
Atlas, Lucy
Avina, Maria
Berbower, Stephanie
Garcia, Griselda
Glick, Lisa
Hertzmänn, Aubrey
King, Lisa
Loza, Susana
Neill, Kirsten
Penate, Raquel
Raber, Brian
Roche, Kristina
Samuelson, Jessica
Venegas, Rosalba
Viramontes, Gerise
Warren, Jamie
Weiland, Tayler
Zarate, Linda

Ward

Maiques, Beth
Morales, Jessica
Ostermann, Andrea
Reichwein, Cynthia
Sanchez, Stephanie

Griffiths

Elizondo, Douglas
Farina, Daniel
Gonzalez, Kristy
Legaspi, Ronald
Nolen, Mark
Plant, Edward

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM – \$37.30 Per Hour,
2019-20 School Year (cont.)

Griffiths

Romero, Gabriel
Salazar Jr., Larry
Shull, James
Vargas-Aguilar, Jessenia
Wharton, William
Worthy, Jessica

Stauffer

Black, Katie
Casalegno, Vonnice
Goldsmith, Desiree
Ragusa, Elise

Sussman

Flores, Thomas
Hurst, Ann
Paz, Eduardo
Regan, Jennifer
Reyna, Antonio
Santos, Alejandro

Warren

Austin, Terrence
Blomgren, Mary
Elsasser, Gregory
Franco, Maria
Grigsby, Vincent
Huff, Diane
Kelly, Kelli
Kropf, Kimberly
Petersen, Robert
Schulman, Monica
Venegas, Alejandro

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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SKILLS USA ADVISOR – Warren, \$1,585.00 Per Year, 2019-20 School Year

Austin, William
Benedic, Angelica
Casillas, Rosa
Davenport, Henry
Franco, Maria
Kiess, Kent
Kim, James
Menjivar, Frank
Merchant, Abida
Nelson, Jared
O'Dowd, Joy
Quintero, David
Redfox, George
Sinsombutcharoen, Nina
Venegas, Alejandro
Zegarra, Johnny

SLP ADMIN DESIGNEE – District, \$58.23 Per Hour, 2019-20 School Year

Christian, Melissa
Nikolas, Ashley

SLP STIPEND – District, \$5,228.00 Per Year, 2019-20 School Year

Hocking, Allegra

SPANISH LANGUAGE DEVELOPMENT STANDARDS INSTITUTE – District, \$150.00 Per Day, 2019-20 School Year

Barrera, Shirley
Carrillo, Monica
Garcia, Nadia
Martinez, Glenda
Reeves, Isela
Ventura, Noelia

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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SPARTAN TV – Stauffer, \$37.30 Per Hour, 2019-20 School Year

Pyle, Andrea

STUDENT COUNCIL ADVISOR – Alameda, \$1,365.00 Per Year, 2019-20 School Year

Platt, Tina

SUBSTITUTE TEACHER – District, \$150.00 Per Day, 2019-20 School Year

Avila, Adalinda

Blazak, Molly

Casas, Adrianna

Chaidez, Monica

Covert, Sarah

Cuessy, Adriana

Diaz, Andres

Evans, Reginald

Flores, Patricia

Garcia, Nallely

Garibay, Ana

Gonzalez, Angelica

Harvey, Richard

Iglesias, Andres

Jauregui, Giovanni

Jimenez, Diana

Kim, Jennifer

Kim, Young

Lopez, Raymon

Muehlebach, Jennifer

Reuter, Jemmy

Rooney, Virginia

White, Amanda

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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SUPERVISION – \$32.90 Per Hour, 2019-20 School Year

District

Acuna Gaxiola, Maritza

Doty

Ramsey, Leigh

SUPPORTING PERSONALIZED LEARNING – Downey, \$37.30 Per Hour, 2019-20 School Year

Bean, Josette
Carlson, Christina
Crespo, Kelly
Godfrey, Rachel
Gonzales, Christina
Hill, Teresa
Hutson, Michelle
Hwang, John
Nunez, Nathalie
Santa Cruz, Juliet
Wilmoth, Kimberly

SUPPORT & PLANNING – Alameda, \$37.30 Per Hour, 2019-20 School Year

Carlos, Jennie

TEACHER ADDITIONAL PERIOD – To be paid tenthly at 18% of Contract Salary, per Memorandum of Understanding between DEA and DUSD, 1/06/20-5/29/20

Lewis

Marquez, Irene Life Skills

Doty

Hille, Lorine English
Moore, Meghan PE
Taylor-Sabo, Melissa Life Skills

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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TEACHER ADDITIONAL PERIOD – To be paid tenthly at 18% of Contract Salary, per Memorandum of Understanding between DEA and DUSD, 1/06/20-5/29/20 (cont.)

Stauffer

Bach, Daniel	Science 6
Brauser, Rebecca	Social Science 6

Sussman

Diioli, Monique	ELD Coordinator
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Columbus

Hecker, Robert	ELD Coordinator
Lozano, Charles	Dean
Murakawa, Mindy	Title I Coordinator

Downey

De La Torre, Jose	Math Integrated II
Katsufakis, Carolyn	Math Integrated I
Leanos, Catalina	Spanish II
Perez, Lisa	ASL
Ramirez-Silva, Claudia	Spanish III
Vazquez, Joshua	Spanish I

Warren

Drechsler, Dominique	French
Dussan, Liliana	Spanish III
Stevenson, Jody	ASL I
Tendler, Joey	APEX Credit Recovery
Yoo, Tai	Math
Yost, Holly	SDC – English

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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TTL STIPEND – \$2,557.00 Per Year, 2019-20 School Year

Columbus

Peterson, Darren

Warren

Acosta, Kellie

Catalano, Cory

Gonzalez, Glenn

Mack, Deanna

Willis, Monique

TUTORING – \$37.30 Per Hour, 2019-20 School Year

Alameda

Brooks, Kim

Christian, Carrie-Anne

Gallardo, Alma

Pacheco, Raelynn

Price

Chu, Christina

Petts, Aurora

Unsworth

Kjar, Karen

Lo Bianco, Leslie

Peterson, Wanda

Shull, Carla

Williams

Valladares, Jazmin

TUTORING CENTER – Warren, \$37.30 Per Hour, 2019-20 School Year

Cox, Charlee

Hernandez Pineda, Juan

Kelly, Kelli

I. CERTIFICATED

C. Leave of Absence

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Benavidez, Hannah	Teacher – SBC Rio Hondo \$85,223	AB375 – Child Bonding	12/03/19- 12/20/19
Davilas, Chrysanthi	Teacher Stauffer \$96,611	AB375 – Child Bonding	2/18/20- 4/29/20
Farina, Bianca	Teacher – SDC Warren \$93,902	AB375 – Child Bonding	12/16/19- 12/20/19
Miller, Seth	Teacher Downey \$103,799	AB375 – Child Bonding	12/02/19- 12/19/19
CORRECTED ACTION Venegas, David	Teacher – SDC Sussman \$71,725	AB375 – Child Bonding	10/01/19- 12/20/19

D. Reassignments

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Benavidez, Hannah	AB375 – Child Bonding	Teacher – SBC Rio Hondo \$85,223	1/06/20
Cortez, Louis	AB375 – Child Bonding	Teacher Stauffer \$103,354	12/09/19
Farina, Bianca	AB375 – Child Bonding	Teacher – SDC Warren \$93,902	12/02/19

I. CERTIFICATED

D. Reassignments (cont.)

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Farina, Bianca	AB375 – Child Bonding	Teacher – SDC Warren \$93,902	1/06/20
Major, Adriana	AB375 – Child Bonding	Teacher Warren \$96,611	1/06/20
Mendez, Daniel	AB375 – Child Bonding	Teacher Warren \$80,414	12/02/19
Miller, Seth	AB375 – Child Bonding	Teacher Downey \$103,799	12/20/19
Pavidis, Katherine	Vice Principal – Acting Sussman \$126,881	Vice Principal Price \$121,609	1/13/20
Quintero, David	AB375 – Child Bonding	Teacher Warren \$73,899	12/02/19
Velasco, Margarita	FMLA W/O Pay	Teacher Sussman \$89,110	1/06/20
Venegas, David	AB375 – Child Bonding	Teacher – SDC Sussman \$71,725	1/06/20

I. CERTIFICATED

E. Terminations

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Kim, Jennifer	Teacher Sussman \$78,672	12/20/19	Expiration of Assignment
Luna, Nicole	Teacher Warren \$63,034	12/20/19	Expiration of Assignment
Melgar, Jonathan	Teacher Warren \$83,036	12/20/19	Expiration of Assignment
Mercado, Anthony	Program Administrator Special Education \$138,689	1/03/20	Voluntary Resignation

II. CLASSIFIED

A. Employments (Regular)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Guadarrama, Alejandra (Rpl. C. Hylland)	Sr. Instruct. Asst.-BC Williams	\$3,613.00 mo. (75%)	12/16/19
Knight, Melinda (New Position)	Sr. Instruct. Asst.-S/MH Williams	\$3,985.00 mo. (75%)	12/16/19
Llamas, Muriel (Rpl. C. Jackson)	Sr. Clerical Asst.-Bil. Student Services	\$3,472.00 mo. (100%)	12/09/19
Martinez, Brenda (Historical Vacancy)	Food Service Asst. Alameda	\$14.833 hr. 2 Hours	12/16/19
Rodriguez Sotomayor, Guillermo (Rpl. M. Johnson)	Sr. Instruct. Asst.-BC Downey High	\$3,273.00 mo. (81.25%)	12/16/19
Zamor, Kimberly (Rpl. Z. LeFlore)	Sr. Instruct. Asst. Warren High	\$3,613.00 mo. (81.25%)	12/17/19

B. Employments (Temporary)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Acklin, Gregory (Substitute)	Campus Security Asst. Varies	\$19.004 hr.	12/02/19
Alegria, Justin	Asst. Football Coach Downey High	Not to exceed \$3,351.00	08/12/19- 11/01/19
Alegria, Justin (Playoffs)	Asst. Football Coach Downey High	Not to exceed \$357.22	11/01/19- 11/15/19
Anguiano, Daniel (Substitute)	Physical Education Asst. Varies	\$16.864 hr.	11/21/19
Austin, Stephen	JV Football Coach Warren High	Not to exceed \$3,000.00	08/14/19- 11/01/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Austin, Stephen (Playoffs)	JV Football Coach Warren High	Not to exceed \$178.61	11/02/19- 11/08/19
Baldwin, Barry (Extra Duty)	Student Supv. Asst. Downey High	\$12.000 hr.	10/01/19- 12/31/19
Blanco-Rivera, Diego (Extra Duty)	Campus Security Asst. Columbus High	\$23.135 hr.	11/12/19- 06/30/20
Casas, Susana (Substitute)	Sr. Instr. Asst.-Sign Lang. Varies	\$18.883 hr.	12/16/19
Eaves, Landon	Asst. Football Coach Warren High	Not to exceed \$1,500.00	08/14/19- 11/01/19
Eaves, Landon (Playoffs)	Asst. Football Coach Warren High	Not to exceed \$178.61	11/02/19- 11/08/19
Foley, Cynthia (Extra Duty)	Student Supv. Asst. Downey High	\$12.000 hr.	10/01/19- 12/31/19
Ford, Stacey	Asst. Football Coach Warren High	Not to exceed \$2,270.00	08/14/19- 11/01/19
Ford, Stacey (Playoffs)	Asst. Football Coach Warren High	Not to exceed \$178.61	11/02/19- 11/08/19
Garcia, Marcos	Asst. Soccer Coach Warren High	Not to exceed \$4,000.00	08/14/19- 04/01/20
Gamboa, Bela	Fresh. Volleyball Coach Downey High	Not to exceed \$2,386.00	08/17/19- 10/17/19
Gil, Michelle (Extra Duty)	Sr. Instruct. Asst. Old River	\$22.564 hr.	11/12/19- 06/30/20
Guzman, Michael	Asst. Cross Country Coach Warren High	Not to exceed \$1,973.00	08/14/19- 11/08/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Guzman, Michael (Playoffs)	Asst. Cross Country Coach Warren High	Not to exceed \$367.22	11/09/19- 11/23/19
Hernandez, Alejandro (Extra Duty)	Student Supv. Asst. Warren High	\$12.000 hr.	07/11/19- 06/30/20
Kosarich, John	Head Cross Country Coach Downey High	Not to exceed \$3,346.00	08/29/19- 11/08/19
Kosarich, John (Playoffs)	Head Cross Country Coach Downey High	Not to exceed \$178.61	11/09/19- 11/15/19
Lizarraga, Joen (Extra Duty)	Sr. Instruct. Asst.-S/MH Old River	\$23.724 hr.	11/12/19- 12/31/19
Marquez, Phillip	Asst. Football Coach Warren High	Not to exceed \$1,500.00	08/14/19- 11/01/19
Marquez, Phillip (Playoffs)	Asst. Football Coach Warren High	Not to exceed \$178.61	11/02/19- 11/08/19
Miranda, Mercedes	Cheer/Drill Team Coach Warren High	Not to exceed \$3,473.00	08/12/19- 06/30/20
Moisa, Miranda	JV Volleyball Coach Downey High	Not to exceed \$1,391.50	08/17/19- 10/17/19
Molina Aguilar, Heide (Substitute)	Bus Driver Transportation	\$21.883 hr.	12/16/19
Moncada, Lorena (Extra Duty)	Campus Security Asst. Columbus High	\$23.135 hr.	11/12/19- 06/30/20
Ortiz, Jorge (Substitute)	Physical Education Asst. Varies	\$17.158 hr.	01/06/20
Paik, Connie	JV Tennis Coach Downey High	Not to exceed \$2,621.00	08/26/19- 11/01/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Pena, Maria (Extra Duty)	Sr. Instr. Asst.-Sign Lang. DHH Program	\$22.593 hr.	09/04/19- 06/30/20
Puga, Jorge	Asst. Cross Country Coach Downey High	Not to exceed \$2,008.00	08/29/19- 11/08/19
Ramirez, Ramon	Head Cross Country Coach Warren High	Not to exceed \$3,288.00	08/14/19- 11/08/19
Ramirez, Ramon (Playoffs)	Head Cross Country Coach Warren High	Not to exceed \$178.61	11/09/19- 11/15/19
Ramsey, Leigh (Substitute)	School Based Therapist Varies	\$30.243 hr.	12/01/19
Sonico, Kendall	Fresh. Volleyball Coach Warren High	Not to exceed \$2,345.00	08/14/19- 10/15/19
Sonico, Kendall (Playoffs)	Fresh. Volleyball Coach Warren High	Not to exceed \$357.22	10/16/19- 10/24/19
Vazquez, Bray	Fresh. Water Polo Coach Warren High	Not to exceed \$2,035.00	08/14/19- 10/29/19
Vazquez, Bray (Playoffs)	Fresh. Water Polo Coach Warren High	Not to exceed \$357.22	10/30/19- 11/07/19
Villa, Edgar	Head Water Polo Coach Warren High	Not to exceed \$3,392.00	08/14/19- 10/29/19
Villa, Edgar (Playoffs)	Head Water Polo Coach Warren High	Not to exceed \$357.22	10/30/19- 11/07/19
Villa, Edgar	JV Water Polo Coach Warren High	Not to exceed \$2,374.00	08/14/19- 10/29/19
Villa, Edgar (Playoffs)	JV Water Polo Coach Warren High	Not to exceed \$357.22	10/30/19- 11/07/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Villa, Uriel	Fresh. Water Polo Coach Downey High	Not to exceed \$2,071.00	08/26/19- 10/31/19
Villa, Uriel	Head Water Polo Coach Downey High	Not to exceed \$3,451.00	08/26/19- 10/31/19
Villa, Uriel (Playoffs)	Head Water Polo Coach Downey High	Not to exceed \$178.61	11/02/19- 11/05/19

AVID TUTOR – College & Career Readiness, \$13.750 Per Hour, Not to Exceed 800 Hours, 11/19/19-06/30/20

Aldava, Brisa
Romero, Meredith

SENIOR INSTRUCTIONAL ASSISTANT (Substitute) - \$17.683 Per Hour

Koepe, Richelle	12/09/19
Rodriguez Sotomayor, Guillermo	11/20/19

SENIOR INSTRUCTIONAL ASSISTANT-BC (Substitute) - \$18.560 Per Hour

Alcala, Kimberly	12/02/19
Guevara-Reveles, Gina	12/03/19
Juarez, Luke	12/18/19
Morales, Ashley	11/20/19

SENIOR INSTRUCTIONAL ASSISTANT-S/MH (Substitute) - \$18.560 Per Hour

Guevara-Reveles, Gina	12/02/19
Rodriguez Sotomayor, Guillermo	11/18/19
Shikuma, Brandi	12/19/19
Vargas, Guadalupe	12/05/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>STUDENT HELPER</u> – \$12.000 Per Hour, Not to exceed 800 Hours			
Aleman, Ruby	Warren High		12/02/19-06/30/20
Alonzo, Damaris	College & Career Readiness		11/18/19-06/30/20
Alvarez, Luis	DHH Program		12/10/19-06/30/20
Arellano, Bryann	DHH Program		12/10/19-06/30/20
Burnett, Jamee	DHH Program		11/12/19-06/30/20
Fernandez, Isaiah	Downey High		12/02/19-06/30/20
Fuentes, Adrian	DHH Program		12/04/19-06/30/20
Gonzalez, Karlo	DHH Program		12/10/19-06/30/20
Groves, Brittani	DHH Program		12/10/19-06/30/20
Gutierrez, Eliana	DHH Program		11/12/19-06/30/20
Hijaz, Aleen	College & Career Readiness		11/13/19-06/30/20
Pineda, Yovanni	DHH Program		12/01/19-06/30/20
Perez, Dominik	DHH Program		11/12/19-06/30/20
Prieto, Victor	DHH Program		12/10/19-06/30/20
Rodriguez, Enrique	DHH Program		11/12/19-06/30/20
Som, Cindy	DHH Program		11/12/19-06/30/20
Valencia II, Francisco	College & Career Readiness		11/15/19-06/30/20
Velasquez, Nicolas	DHH Program		11/12/19-06/30/20
Vildoso, Esteban	College & Career Readiness		11/21/19-06/30/20

STUDENT SUPERVISION ASSISTANT (Substitute) – \$12.000 Per Hour

Alcasio, Melanie	12/16/19
Hercules, Jennifer	12/16/19
Rivas, Katherine	12/17/19
Ruiz, Lizzette	01/07/19
Serrano, Priscilla	12/16/19
Valadez, Lisa	12/09/19
Valdez, Genavie	12/17/19
Villegas, Griselda	01/06/20

II. CLASSIFIED

C. Change of Assignment

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Cervantes, Irma (Return to regular assignment)	Lead Food Svc. Asst. Stauffer \$20.487 hr. 7 Hours	Food Service Asst. II Stauffer \$19.004 hr. 5 Hours	11/21/19
Flores, Milagros (Working out of class for regular employee)	Food Service Asst. II Old River \$19.004 hr. 4 Hours	Food Service Supv. I Ward \$20.420 hr. 7.5 Hours	12/02/19- 01/10/20
Flores, Milagros (Administrative Transfer) (Rpl. F. Valenzuela)	Food Service Asst. II Old River \$19.338 hr. 4 Hours	Food Service Asst. II Downey High \$19.338 hr. 4 Hours	01/13/20
Gary, Jeremiah (Return to regular assignment)	Utility Worker Unsworth \$4,392.00 mo. (100%)	Custodian Operations \$4,145.00 mo. (100%)	12/09/19
Gonzalez, Jr., Felix (Working out of class for regular employee)	Custodian Operation \$4,145.00 mo. (100%)	Utility Worker Unsworth \$4,392.00 mo. (100%)	12/03/19
Gonzalez, Priscila (Temporary change of location)	Food Service Asst. Griffiths \$16.362 hr. 3.5 Hours	Food Service Asst. Columbus High \$16.362 hr. 3.5 Hours	12/09/19- 02/07/20
Herlitz, III, Raymond (Return to regular assignment)	General Maint. Wrkr. Maintenance \$4,840.00 mo. (100%)	Skilled Trades Asst. Maintenance \$4,392.00 mo. (100%)	12/16/19
Hernandez, Michelle (Lateral change of assignment)	Sr. Instruct. Asst.-BC Downey High \$3,985.00 mo. (81.25%)	Sr. Instr. Asst.-Sign Lang. DHH Program \$3,985.00 mo. (81.25%)	01/06/20

II. CLASSIFIED

C. Change of Assignment (cont.)

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Lopez, Rhiannon (Administrative Transfer) (New Position)	Sr. Instruct. Asst.-BC Rio Hondo \$3,726.00 mo. (81.25%)	Sr. Instruct. Asst.-BC Price \$3,726.00 mo. (81.25%)	11/12/19
Miller, Corinna (Increase in Hours)	Sr. Instr. Asst.-Sign Lang. DHH Program \$3,916.00 mo. (75%)	Sr. Instr. Asst.-Sign Lang. DHH Program \$3,916.00 mo. (81.25%)	12/02/19
Rios, Carla (Return to regular assignment)	Food Service Supv. II Stauffer \$22.600 hr. 8 Hours	Lead Food Svc. Asst. Stauffer \$20.487 hr. 7 Hours	11/19/19
Torres, Inez (Increase in Hours) (Rpl. P. Duran)	Student Supv. Asst. Carpenter \$12.000 hr. 2.25 Hours	Student Supv. Asst. Carpenter \$12.000 hr. 3.5 Hours	11/20/19
Valenzuela, Francisco (Increase in Hours)	Food Service Asst. II Downey High \$19.338 hr. 4 Hours	Food Service Asst. II Downey High \$19.338 hr. 5 Hours	01/06/20
Vasquez, Ernest (Return to regular assignment)	Maint. Carpenter Maintenance \$4,957.00 mo. (100%)	General Maint. Wrkr. Maintenance \$4,609.00 mo. (100%)	12/16/19
Vega Rodriguez, Mirna (Promotion) (Rpl. M. Flores)	Food Service Asst. Rio San Gabriel \$17.994 hr. 3 Hours	Food Service Asst. II Old River \$19.338 hr. 4 Hours	01/06/20
Williams, Christopher (Working out of class for regular employee)	Custodian Operations \$4,075.00 mo. (100%)	Groundskeeper Operations \$4,100.00 mo. (100%)	11/22/19

II. CLASSIFIED

C. Change of Assignment (cont.)

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Zepeda, Daniel (Working out of class for regular employee)	Floor Maint. Worker Operations \$4,270.00 mo. (100%)	Groundskeeper Operations \$4,100.00 mo. (100%)	11/21/19- 11/21/19

D. Leaves of Absence

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Chase-Pereira, Ana	Sr. Instruct. Asst.-BC Stauffer	12/10/19- 01/10/20	Personal Business W/OUT PAY
EQ7998818	Sr. Instruct. Asst.-BC Warren High	12/16/19-12/20/19, & 01/06/20- 01/10/20	Disciplinary Suspension W/OUT PAY
Guzman, Florentino	Water Utilities Worker Maintenance	12/18/19 Intermittent, as needed	FMLA/ CFRA
Hernandez, Claudia	Sr. Instruct. Asst.-BC Imperial	10/28/19- 01/03/20	AB2393-Child Bonding Leave
Hernandez, Jessica	Sr. Instruct. Asst. Doty	10/02/19- 10/31/19	Personal Business W/OUT PAY
Lopez, Maria R.	Inter. Clerical Asst. Adult School	09/27/19-03/30/20 Intermittent, as needed	FMLA/ CFRA
Worthy, Scott	Comp./Ntwrk. Supp. Tech. Technology	12/16/19- 01/03/20	AB2393-Child Bonding Leave

II. CLASSIFIED

E. Terminations

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Arroyo-Ramirez, Adriana	Instruct. Asst.-Nursing Adult School	12/13/19	Voluntary Resignation
Gonzalez, Delma	Sr. Instruct. Asst.-BC Ward	12/21/19	Voluntary Resignation
Gonzalez, Laura	Food Service Asst. Price	01/04/20	Voluntary Resignation
Gutierrez, Kiersten	Sr. Instruct. Asst.-BC Substitutes	12/06/19	Voluntary Resignation
Gutierrez, Mauricio	Sr. Instruct. Asst.-BC Substitutes	12/06/19	Voluntary Resignation
Harris, Lori	Sr. Instruct. Asst. Gallatin	01/01/20	Early Retirement AR 5245
Mynar, Peter	Comp./Ntwrk. Supp. Tech. Technology	02/22/20	Voluntary Resignation
Ruiz, Sandra	Sr. Instruct. Asst.-BC Griffiths	01/04/20	Voluntary Resignation

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

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL ASSISTANT-SEVERELY/MULTIPLY HANDICAPPED)

ACTION ITEM

We have received a request from Tamara Quinn, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped. This position is being created at Imperial Elementary School for a student with cerebral palsy and seizure activity.

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-Severely/Multiply Handicapped, assigned to Imperial Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective December 2, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped, assigned to Imperial Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective December 2, 2019.

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

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Tamara Quinn, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to support a special needs student with behavioral challenges at Imperial Elementary 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-Behaviorally Challenged, assigned to Imperial Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective November 13, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Imperial Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective November 13, 2019.

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: January 21, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Ed. Services
Prepared by: John Harris, Director, College and Career Readiness
Department, and Karlin LaPorta, Teacher Specialist

SUBJECT: REVIEW PROPOSED COURSE OF STUDY, 2020 - 21

REVIEW ITEM

The Board of Education is requested to review the 2020-21 Proposed Course of Study for the middle and high schools.

MIDDLE SCHOOL

The proposed Course of Study at the middle school level in the 2020-21 school year includes recommendations from the Curriculum Committee in the Visual and Performing Arts area.

1. Within the Visual and Performing Arts Department, add *Music Appreciation*. This course is a one semester elective that will expose students to various musical styles produced from different cultures and time periods. Students will gain knowledge, awareness, understanding and appreciation of different kinds of music and will develop critical thinking and analytical skills while discussing various elements of music.

HIGH SCHOOL

The proposed Course of Study at the high school level in the 2020-21 school year includes recommendations from the Curriculum Committee in the areas of English, Math, Science, and Interdisciplinary.

1. Within the English Department, add *Public Speaking and Mass Media Communications*. This is a year-long, college preparatory course that will focus on the skills needed for students to become successful public speakers and communicators through a variety of mediums. *Public Speaking and Mass Media Communications* will provide Warren High School students with the communication skills needed to be successful in the 21st Century. This course is designed to meet the University of California English (b)-list entrance requirement.
2. Within the Math Department, add *Mathematical Reasoning with Connections (MRWC)*. MRWC is a new fourth year high school mathematics course designed to prepare students for the expectations and rigor of college mathematics courses. It reinforces and builds on mathematical topics and skills developed in Integrated I-III (or Algebra

I-II and Geometry) and is designed as a bridge to college mathematics courses required in either STEM or non-STEM majors. This course meets the University of California (c)-list Math entrance requirements.

3. Within the Science Department, add *Marine Biology* and *The Living Earth*.
 - a. *Marine Biology* is a lab-based science class that focuses on life in the ocean. Students will learn about several topics such as: marine mammals, marine invertebrates, marine fishes, marine plants and algae, marine ecology, wetlands ecology, watersheds, chemical and physical features of the ocean, and human impacts on the ocean environment around the world. This course is designed to meet the University of California (d)-list science entrance requirements.
 - b. *The Living Earth* is a year-long course that will explore biological and earth science concepts from a phenomenon-based approach. In this lab-based NGSS course, the focus will be the performance expectations of 'life science' and 'Earth and space science' to deepen student understanding of life on Earth and the interactions between the biotic and abiotic systems. This course is designed to meet the University of California (d)-list science entrance requirements.
4. Within the Interdisciplinary Department, add *Food Science, Dietetics and Nutrition* and *Student Voice I*.
 - a. *Food Science, Dietetics and Nutrition* is a year-long, introductory level college prep course. In *Food Science, Dietetics and Nutrition*, students will learn about the science of food and its relationship to the health and well-being of individuals. This course meets the University of California (g)-list elective entrance requirements.
 - b. *Student Voice I* is a year-long, introductory level, theory-based college preparation course. This course introduces students to Youth-led Participatory Action Research (YPAR), an evidence-based research approach to positive youth development, service learning, civic engagement and social justice for youth. This course meets the University of California (g)-list elective entrance requirements.

SUPERINTENDENT'S RECOMMENDATION:

REVIEW the proposed 2020-21 Course of Study for the middle and high schools.

MIDDLE SCHOOL COURSE OF STUDY, 2020-21

VISUAL & PERFORMING ARTS

Course Title: *Music Appreciation* (Semester Elective)

Grade Level: 7, 8

Prerequisites: None

Course Description:

Music Appreciation is a one semester elective that will expose students to various musical styles produced from different cultures and time periods. Students will gain knowledge, awareness, understanding and appreciation of different kinds of music and will develop critical thinking and analytical skills while discussing various elements of music. Through active participation every day, students will increase their knowledge of the musical elements (rhythm, melody, harmony, form, texture and tone color) by speaking, singing, playing instruments and clapping. This course will encourage students to develop a deeper appreciation of music and to analyze the impact of music in their lives.

HIGH SCHOOL COURSE OF STUDY, 2020-21

ENGLISH

Course Title: *Public Speaking and Mass Media Communications* (10 Credits)

Grade Level: 11 - 12

Prerequisites: None

Course Description:

Public Speaking and Mass Media Communications is a year-long, college preparatory course that will focus on two distinct areas of communication. The first semester will focus on skills needed for students to become successful public speakers and communicators. Students will be required to present various speeches with specific criteria to be met as well as completing a written component and evaluation for each speech. Required speeches to be covered include Sales, Pet Peeve, Personal Experience, Demonstration, Impromptu, Oral Interpretation, Informative and the Debate Speech. Researching techniques, MLA and outline formatting are other skills to be mastered in the first semester. The second semester will focus on the study of the communication of the Mass Media. Through an overview of each of the major media, students will learn the history and analyze the successful components of each media. Media to be included consists of Newspaper, Magazines, Radio, Television, Film, Internet and Digital Media. Advertising, its effects and various techniques used are also included as a part of the class as well as camera techniques, critical writing and analysis skills and script writing techniques. Students will complete a major project for each of the media covered in class. *Public Speaking and Mass Media Communications* will provide Warren High School students with the communication skills needed to be successful in the 21st Century. This course is designed to meet the University of California English (b)-list entrance requirement.

MATH

Course Title: *Mathematical Reasoning with Connections (MRWC)* (10 Credits)
Grade Level: 12
Prerequisites: C or better in Integrated I-III
Course Description:

Mathematical Reasoning with Connections (MRWC) is a new fourth year high school mathematics course designed to prepare students for the expectations and rigor of college mathematics courses. It reinforces and builds on mathematical topics and skills developed in Integrated I-III (or Algebra I-II and Geometry) and is designed as a bridge to college mathematics courses required in either STEM and non-STEM majors. MRWC is modeled after CSU's ERWC as a rigorous and challenging college prep mathematics course. It is designed to serve the same population as ERWC. The curriculum covers all the option plus standards from Integrated Mathematics III and most of the standards included in the curriculum in the CA Mathematics Framework for Precalculus. It also reorganizes the traditional pathway of topics to facilitate deep conceptual understanding and sense-making. Students explore multiple representations and underlying structures to connect concepts in algebra, geometry, functions, and trigonometry. MRWC embeds the Standards for Mathematical Practice as daily components in exploring concepts and content, with an emphasis on procedural, symbolic, and numerical fluency. Engagement strategies such as mathematical puzzles and group activities promote flexible and strategic thinking and encourage students to critique the reasoning of self and others. This course meets the University of California (c)-list math entrance requirements.

SCIENCE

Course Title: *Marine Biology* (10 Credits)
Grade Level: 11-12
Prerequisites: C or better in Life and Physical Science
Course Description:

Marine Biology is a lab-based science class that focuses on life in the ocean. Students will learn about several topics such as: marine mammals, marine invertebrates, marine fishes, marine plants and algae, marine ecology, wetlands ecology, watersheds, chemical and physical features of the ocean, and human impacts on the ocean environment around the world. Students will interact with these topics by studying them in depth and observing how they are all connected. They will also observe how the organisms that call the ocean home have adapted to be able to live in such a harsh environment. Throughout the course the students will experience the content by conducting investigations, creating creative solutions in collaborative groups, and communicating information publicly to the class and the community. This course is designed to meet the University of California (d)-list science entrance requirements.

SCIENCE

Course Title: *The Living Earth* (10 Credits)

Grade Level: 9 -12

Prerequisites: None

Course Description:

The Living Earth will explore biological and earth science concepts from a phenomenon-based approach. In this lab-based NGSS course, we will incorporate the performance expectations of 'life science' and 'earth and space science' to deepen student understanding of life on Earth and the interactions between the biotic and abiotic systems. Students will connect cross-cutting concepts and utilize science and engineering practices to explain natural phenomena. This course is designed to meet the University of California (d)-list science entrance requirements.

INTERDISCIPLINARY

Course Title: *Food Science, Dietetics and Nutrition* (10 Credits)

Grade Level: 9-12

Prerequisites: None

Course Description:

Food Science, Dietetics and Nutrition is a year-long, introductory level college prep course. In Food Science, Dietetics and Nutrition, students will learn about the science of food and its relationship to the health and well-being of individuals. Students will be instructed in the basic fundamentals of food preparation for all major food groups, including the manner in which ingredients affect the overall product and individual body system, and will put these into practice in a lab setting. Students will gain an understanding of the role nutrients play in the body as well as in the food they eat and will review current US food/health guidelines. In addition, they will understand the ways in which food is converted into energy and the various dangers of over or under eating. Food production methods, from farm to table, will be explored to understand the way in which various production practices affect individual and societal health. Students will also explore a variety of cultures and their cuisines/food practices to understand the way that diet affects the overall public health of different populations throughout the world. This course is based on state and national career and technical education standards, and integrates academic state standards in language arts, math, and social, physical and life sciences. *Food Science, Dietetics and Nutrition* is directly aligned with the District's and Downey High's Mission of having our students graduate with a 21st century education that will prepare them to be college and career ready. This course meets the University of California (g)-list elective entrance requirements.

INTERDISCIPLINARY

Course Title: *Student Voice I* (10 Credits)

Grade Level: 9-12

Prerequisites: None

Course Description:

Student Voice I is a year-long, introductory level, theory-based college preparation course. This course introduces students to Youth-led Participatory Action Research (YPAR), an evidence-based research approach to positive youth development, service learning, civic engagement and social justice for youth. The curriculum and coursework build the strengths and skills of youth by researching issues that affect them and empowering them to use the results to transform individuals, groups and communities. YPAR makes it possible for students to conduct their own research to advocate for change to reduce health, cultural, educational and environmental inequities. Over the course of the year, students will learn to engage in decision-making processes that affect their lives, while working to integrate youth voice into their community in a meaningful way. This course meets the University of California (g)-list elective entrance requirements.

Vision, Mission and Shared Values

VISION

All students graduate with a 21st Century Education that ensures they are college and career ready, globally competitive, and citizens of strong character.

MISSION

Downey Unified School District is committed to developing all students to be self-motivated learners and productive, responsible and compassionate members of an ever-changing global society. Our highly qualified staff foster meaningful relationships with students, parents, and the community while providing a relevant and rigorous curriculum in facilities that advance teaching and learning.

SHARED VALUES

STUDENT ACHIEVEMENT

We believe that all students must have access to a positive and challenging learning environment to guide and inspire them in realizing their individual potential and to ensure they graduate college and career ready.

TEACHING AND LEARNING

We believe that teachers must engage and motivate all students in learning, using a rigorous and relevant curriculum based on principles of 21st Century Learning.

BEST STAFF AND HIGH STANDARDS

We believe that highly qualified employees who reflect high moral and ethical character and consistently model a passion for education must be recruited, trained and retained.

POSITIVE SCHOOL CULTURE

We believe that a culture of understanding and mutual respect among all members of the learning community must be promoted in schools so that students grow academically and socially and develop as responsible citizens.

CLEAN AND SAFE SCHOOLS

We believe that learning environments must be clean and safe to promote high performance within the school community.

RELATIONSHIPS AND PARTNERSHIPS

We believe that partnerships and communication with parents and the community must be nurtured to optimize opportunities for learning and personal growth for students.

CONTINUOUS IMPROVEMENT

We believe that improvements and enhancements to all aspects of our program must be implemented based on performance data.

FISCAL AND OPERATIONAL STEWARDSHIP

We believe that efficiency, transparency and cost-effective practices must characterize District and school operations to ensure that resources are aligned and applied to achieve established goals.

2019-20 BOARD OF EDUCATION GOALS

1. Downey will demonstrate a measurable growth trend of 10% as reflected by the California College and Career Readiness Dashboard. Measurements of focus will include University of California and California State University (UC/CSU) eligibility, Career Technical Education (CTE) Pathway Completion, California State Seal of Bi-literacy eligibility, Smarter Balance Assessment (SBA) (Score 3+), Advanced Placement (AP) participation and score of 3 and above.
2. Downey Unified will continue to enhance Districtwide parent engagement opportunities through parent academies, workshops and the Local Control Accountability Plan (LCAP) process. Continue to partner with all parent advisory groups in building parent capacity and leadership that includes enhancing parent outreach communication through full implementation of the DUSD online app, social media, and site websites.
3. Downey Unified will continue its commitment to student safety, wellness, and engagement via CHARACTER COUNTS!, Positive Behavioral Interventions and Support (PBIS), and other relevant whole child supports including the pursuit and fulfillment to be a National CHARACTER COUNTS! Exemplary School District.
4. Downey Unified will obtain Division of the State Architect (DSA) approval for Doty Middle School, complete modernization of Stauffer Middle School, and work toward completion of modernization at Griffiths and Sussman Middle Schools in order to meet the Fall 2020-2021 construction deadline.
5. Downey Unified will maintain the strong fiscal position that our District has achieved through the deliberate management and strategic oversight of state funding realities. Continue to use and refine Local Control Funding Formula (LCFF) and Federal Funding resources to implement the Local Control Accountability Plan (LCAP) enabling students to reach their full potential.
6. Downey Unified will refine First Best Instruction (FBI) and continue to implement system-wide interventions to support student academic success.
7. Downey Unified will increase zero and seventh period options at the secondary schools and closely follow the progress of SB328 in order to proactively prepare for possible implementation of later start times at the secondary level.
8. Downey Unified will execute the Next Generation Science Standards (NGSS) plan that incorporates professional development and implementation: Elementary- Pilot NGSS curriculum; Middle School- Thematic Design and Common Formative Assessments; High School- Thematic Design, Lab and Rubrics and Common Formative Assessments.
9. Downey Unified will implement Career Technical Education (CTE) grant plans for Career Technical Education Incentive Grant (CTEIG), K12 Strong Workforce Program (K12 SWP), and Carl Perkins V. The focus will be on best practices that strengthen the sustainability through further development and implementation of essential pathway elements in the Elementary, Middle School, and High School segments.
10. In an effort to reach Downey Unified's goal of 23,000 students by 2021, we will increase marketing and public communication efforts, successfully implement the Global Language Academies of Downey (GLAD) initiative and utilize the enrollment growth committee to generate and explore additional innovative programs at the secondary level; including before and after school care and extended learning options for projected implementation August 2020.