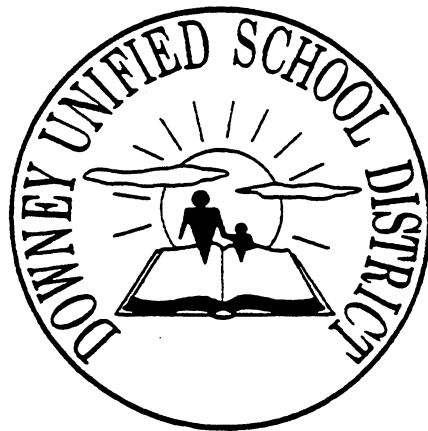


BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA
November 5, 2019 - REGULAR MEETING
BOARD ROOM, GALLEGOS ADMINISTRATION CENTER
11627 Brookshire Avenue, Downey, California 90241

Board of Education



Vice President
Donald E. LaPlante



President
Nancy A. Swenson



Clerk
Tod M. Corrin



Member
D. Mark Morris



Member
Giovanna Perez-Saab



Member
Barbara R. Samperi



Member
Martha E. Sodetani



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



Downey Unified
SCHOOL DISTRICT

Printed : 10/30/2019 2:55 PM PST

Regular Board of Education Meeting Agenda #7

11/05/2019 05:00 PM

Downey Unified School District
11627 Brookshire Avenue Downey, CA 90241

Open Session

5:00 P.M.

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Ms. Nancy A. Swenson, President of the Board of Education, at 5:00 p.m. on Tuesday, November 5, 2019, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

2. PLEDGE OF ALLEGIANCE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Mr. D. Mark Morris, Member of the Board of Education.

3. INVOCATION

Invocation to be delivered by Mr. Tod M. Corrin, Clerk of the Board of Education.

4. ROLL CALL

Nancy A. Swenson
Donald E. LaPlante
Tod M. Corrin
D. Mark Morris
Giovanna Perez-Saab
Barbara R. Samperi
Martha E. Sodehani

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

5. HEAR performance by Ms. Susan Breit's 2nd grade class at Williams Elementary School.

6. ADOPT Agenda #7 for the Regular Meeting of the Board of Education held on November 5, 2019.

7. APPROVE Official Minutes of the Regular Board of Education Meeting held October 8, 2019, as submitted or with the necessary corrections.

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

9. HEAR a presentation from Dr. Roger Brossmer, Assistant Superintendent, and Dr. Robert Jagielski, Senior Director of Student Safety, Wellness and Engagement, honoring Lisa Fox for the Downey Unified Shared Values Award in the area of Relationships and Partnerships.
10. HEAR a presentation from Dr. Katherine Estevez, Principal of Gallatin Elementary School, recognizing Amy Worthington for the Downey Unified Shared Values Award in the area of Best Staff and High Standards.
11. RECOGNIZE the Warren High School SkillsUSA Mobile Robotics Technology National Champions, Smit Bhagat and Harsh Bhagat, and Advisor Frank Menjivar.
12. HEAR a presentation from Tom Houts, Principal of Downey High School, and Alex Gaytan, Kiwins' Advisor, recognizing Diana Mae Baliscao who received the Power of Youth Award as the top student humanitarian/leader in the United States.
13. HEAR Oral Communications from Members of the Board of Education and Superintendent.
14. 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 October 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 Master Contract with Olive Crest Academy (Garden Grove) for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
4. RATIFY Master Contract with Olive Crest Academy (Orange) for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
5. RATIFY Master Contract with Spectrum Center, Inc. - Downey for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
6. RATIFY Master Contract with Spectrum Center - Rossier Park High School for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
7. RATIFY agreement as submitted for services provided for Special Education Placement #201920-500 for the period of July 1, 2019 to June 30, 2020.
8. RATIFY agreement as submitted for services provided for Special Education Placement #201920-501 for the period of July 1, 2019 to June 30, 2020.
9. RATIFY agreement as submitted for services provided for Special Education Placement #201920-502 for the period of July 1, 2019 to June 30, 2020.
10. RATIFY agreement as submitted for services provided for Special Education Placement #201920-503 for the period of July 1, 2019 to June 30, 2020.
11. RATIFY agreement as submitted for services provided for Special Education Placement #201920-504 for the period of July 1, 2019 to June 30, 2020.
12. RATIFY agreement as submitted for services provided for Special Education Placement #201920-

505 for the period of July 1, 2019 to June 30, 2020.

- [illegible]

524 for the period of July 1, 2019 to June 30, 2020.

32. RATIFY agreement as submitted for services provided for Special Education Placement #201920-525 for the period of July 1, 2019 to June 30, 2020.
33. RATIFY agreement as submitted for services provided for Special Education Placement #201920-526 for the period of July 1, 2019 to June 30, 2020.
34. RATIFY agreement as submitted for services provided for Special Education Placement #201920-527 for the period of July 1, 2019 to June 30, 2020.
35. RATIFY agreement as submitted for services provided for Special Education Placement #201920-528 for the period of July 1, 2019 to June 30, 2020.
36. RATIFY agreement as submitted for services provided for Special Education Placement #201920-529 for the period of July 1, 2019 to June 30, 2020.
37. RATIFY agreement as submitted for services provided for Special Education Placement #201920-530 for the period of July 1, 2019 to June 30, 2020.
38. RATIFY agreement as submitted for services provided for Special Education Placement #201920-531 for the period of July 1, 2019 to June 30, 2020.
39. RATIFY agreement as submitted for services provided for Special Education Placement #201920-532 for the period of July 1, 2019 to June 30, 2020.
40. RATIFY agreement as submitted for services provided for Special Education Placement #201920-533 for the period of July 1, 2019 to June 30, 2020.
41. RATIFY agreement as submitted for services provided for Special Education Placement #201920-534 for the period of August 14, 2019 to June 30, 2020.
42. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019070745 Settlement on September 18, 2019 and AUTHORIZE payments as set forth within said agreement.
43. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2019-20 fiscal year.
44. 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 August 2019, covered by Payroll Orders issued through September 2019.
45. RATIFY B Warrants for Downey Unified, falling between warrant numbers 20010455 and 20020529 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning September 1, 2019 and ending September 30, 2019.
46. APPROVE Service Agreement No. 201920-142 with California Weekly Explorer, Inc. to provide Walk Through California presentations at Lewis Elementary School from September 28, 2019 through January 17, 2020.
47. APPROVE Agreement No. 201920-145 with Aon Risk Consultants, Inc. to provide actuarial services of the District self-insured workers' compensation program.
48. RATIFY Service Agreement No. 201920-153 with AB Contact Center to provide follow-up and call-back contact services for the Downey Adult School from July 1, 2019 through June 30, 2020.

49. APPROVE Agreement No. 201920-156 with Certiport, a business of NCS Pearson, Inc., for Warren High School to use the Certiport Authorized Test Center from September 1, 2019 through September 1, 2020.
50. RATIFY Agreement No. 201920-173 between Downey Unified School District and REACH for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
51. RATIFY Agreement No. 201920-175 with Total Compensation Systems, Inc. to provide actuarial consulting reports related to retiree health benefits to comply with GASB 74/75 accounting standards from November 1, 2019 through July 31, 2020.
52. APPROVE Service Agreement No. 201920-176 with Autry Museum of the American West to provide the Autry in Residence Museum Experience Program from August 14, 2019 through June 15, 2020.
53. APPROVE Service Agreement No. 201920-177 with Insight Shooting Range to provide shooting range services for Downey Adult School security guard classes from July 1, 2019 through June 30, 2020.
54. APPROVE Service Agreement No. 201920-178 with De Cuffa's Piano Tuning and Repair to provide routine piano tuning, maintenance and repairs during the 2019-20 fiscal year.
55. RATIFY Agreement No. 201920-179 between Downey Unified School District and Talin Babikian, Ph.D., ABPP for the 2019-20 fiscal year, effective October 11, 2019 through January 31, 2020.
56. RATIFY Service Agreement No. 201920-180 with Parent Education Bridge for Student Achievement Foundation to provide a workshop on bullying and cyberbullying prevention at Griffiths Middle School on October 10, 2019.
57. RATIFY Service Agreement No. 201920-183 with Speechcom to provide California Licensed Pathologists who will provide services to DHH students, effective October 21, 2019 through June 30, 2019.
58. APPROVE Service Agreement No. 201920-185 with Western Indoor Environmental Services to provide semi-annual exhaust hood cleaning services at all school cafeteria kitchen areas from October 2, 2019 through June 30, 2020.
59. RATIFY Service Agreement No. 201920-186 with The Stepping Stones Group to provide California Licensed Pathologists who will provide services to DHH students, effective October 21, 2019 through June 30, 2019.
60. RATIFY Service Agreement No. 201920-188 with Omar Khan Productions to provide DJ music services at Warren High School on October 25, 2019.
61. RATIFY Agreement for Independent Consultant Services No. 201920-184 with Ms. Lina Gutierrez-Ibarra to serve as an instructor for sewing classes at the Downey Adult School from July 1, 2019 through June 30, 2020.
62. RATIFY Service Agreement No. 201920-189 with Tikiz Shaved Ice Cream for services at Warren High School on October 11, 2019.
63. RATIFY Service Agreement No. 201920-190 with RTC Engraving to provide on-site engraving services for Downey High School Hall of Fame inductees from October 19, 2019 through October 25, 2019.
64. RATIFY Agreement No. 201920-193 with Code 42 Software, Inc. to provide a computer backup software service program for district computers from October 15, 2019 through November 6, 2022.

65. APPROVE Agreement for Construction Services (Small Projects) No. 201920-194 with 3D Concrete, Downey, to pour a new sidewalk at Rio San Gabriel Elementary School, in the amount of \$2,820.00, to be charged to Restricted Maintenance Funds.
66. APPROVE Agreement for Construction Services (Small Projects) No. 201920-195 with MBS Engineering, San Ramon, to repair gas lines at Downey High School, in the amount of \$54,901.17, to be charged to Deferred Maintenance Funds.
67. APPROVE Agreement No. 201920-196 between Downey Unified and Haynes Family of Programs for the 2019-20 fiscal year, effective November 5, 2019 through June 30, 2020.
68. APPROVE Agreement No. 201920-197 between Downey Unified and Haynes Family of Programs for the 2019-20 fiscal year, effective November 5, 2019 through June 30, 2021.
69. RATIFY Service Agreement No. 201920-198 with Mike Brown Grandstands, Inc. to provide rolling grandstand units at the Warren High School stadium from October 23, 2019 through November 4, 2019.
70. RATIFY Agreement for Construction Services (Small Projects) No. 201920-199 with Perez Reconstruction Contractors, Inc., Carson, to provide microbial remediation services at Downey High School, in the amount of \$7,106.00, to be charged to Deferred Maintenance Funds.
71. RATIFY agreement between Downey Unified and Courtney Dugas to provide Cart Services, effective September 17, 2019 through June 30, 2020.
72. RATIFY Equipment Purchase Agreement with Commercial Cooling PAR Engineering, Inc., City of Industry, for the purchase of a walk-in refrigeration system for Griffiths Middle School, in the amount of \$37,100.70, to be charged to the Food Services Fund.
73. RATIFY Purchase Agreement with Inflatable Design Group, Miami, Florida, for the purchase of an inflatable arch logo for Warren High School, in the amount of \$9,476.50, to be charged to Warren High School General Unrestricted Funds.
74. RATIFY the Directed Teaching Agreement between Pepperdine University and Downey Unified, effective August 1, 2019 through July 31, 2024.
75. RATIFY Agreement for Reimbursement for Off-Site Improvements with the City of Downey, for the period of November 25, 2019 through January 3, 2020, in the budgeted amount of \$230,000.00, to be charged to Deferred Maintenance Funds.
76. 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:
 - Fun Dental 4 Kids
 - Gabriel Medical Center
 - Andrew & Angela Liao MD: Family Medicine
 - Modern Dental
 - Premier Medical Center
 - State Family Dental
 - Villa Dental
 - Yung Yun, DDS
77. APPROVE agreement with Super Co-Op, A California USDA Foods Cooperative, to continue membership in the Co-Op for the 2020-21 school year, to be charged to the Food Services Fund.
78. APPROVE the Contract Amendment to Rental Agreement No. #19-0013 with the Downey Civic Theatre for the 2019-20 fiscal year.

79. APPROVE the Contract with Los Angeles County Office of Education for Technology Enhanced Arts Learning (TEAL) Project Professional Development Curriculum and Instructional Services.
80. ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-1640101-18 for Gasoline and Diesel Fuel, with Falcon Fuels, Inc., Paramount, for use by Downey Unified on an as-needed basis to fill orders for diesel and gasoline fuel with the same advantages, terms and conditions.
81. APPROVE Change Order #26 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$27,247.00, to be charged to Measure O Bond Funds.
82. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
83. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2019-20 school year, pursuant to Education Code Section 44256(b).
84. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2019-20 school year, pursuant to Education Code Section 44258.2.
85. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2019-20 school year, pursuant to Education Code Section 44258.7(b).
86. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2019-20 school year, pursuant to Education Code Section 44263.
87. 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.
88. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Ward Elementary School, six and one-half hours per day, at range 115, \$3,217 - \$3,916 per month, effective September 17, 2019 through March 16, 2020.
89. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six hours per day, at range 115, \$3,217 - \$3,916 per month, effective October 4, 2019 through November 8, 2019.
90. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six and one-half hours per day, at range 115, \$3,217 - \$3,916 per month, effective October 4, 2019 through November 29, 2019.

III. GENERAL ADMINISTRATIVE SERVICES

1. REVIEW proposed revisions to Board Policy and Administrative Regulation 6360, Purchasing of Supplies.
2. ADOPT Resolution No. 201920-06, In Support of California Retired Teachers Week, November 3-9, 2019.

IV. SPECIAL ADMINISTRATIVE SERVICES - Instruction

1. APPROVE Downey Adult School Career Technical Education curriculum changes in the Dental

Assistant and Paralegal programs.

V. SPECIAL ADMINISTRATIVE SERVICES - Personnel

1. APPROVE the Memorandum of Understanding between Downey Unified and the Downey Education Association regarding RSP Caseloads.

VI. ITEMS FOR FUTURE AGENDA

VII. NEXT MEETING

The next meeting of the Board of Education will be an Organizational Meeting to be held on Tuesday, December 10, 2019, at 3:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

VIII. CLOSED SESSION to discuss:

- a. Potential Litigation
- b. Public Employment - Certificated Administration/Classified Management
- c. Discipline/Dismissal/Release
- d. Negotiations
- e. Conference with Real Property Negotiators

IX. ADJOURNMENT

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.



Downey Unified SCHOOL DISTRICT

Meeting Minutes

Printed : 10/30/2019 11:09 AM PST

Regular Board of Education Meeting Agenda #6

10/08/2019 05:00 PM

Downey Unified School District

11627 Brookshire Avenue Downey, CA 90241

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

Non-Voting Members

Dr. John Garcia, Superintendent

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Ms. Nancy A. Swenson, President of the Board of Education, at 5:00 p.m. on Tuesday, October 8, 2019, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

2. PLEDGE OF ALLEGIANCE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Tod M. Corrin, Clerk of the Board of Education.

3. INVOCATION

Invocation to be delivered by Donald E. LaPlante, Vice President of the Board of Education.

4. ROLL CALL

Present

Nancy A. Swenson

Donald E. LaPlante

Tod M. Corrin

D. Mark Morris

Giovanna Perez-Saab

Barbara R. Samperi

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

Excused Absence

Mr. LaPlante moved, Mr. Morris seconded, and the motion carried unanimously that the Board of Education resolved to approve the absence of Mrs. Sodetani as excused due to illness.

5. HEAR performance by the Downey High School Jazz Choir under the direction of Corneliu Olariu.
6. ADOPT Agenda #6 for the Regular Meeting of the Board of Education held on October 8, 2019.

Motion made by: Tod Corrin

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

7. APPROVE Official Minutes of the Regular Board of Education Meeting held September 9, 2019, as submitted or with the necessary corrections.

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

8. 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.

9. HEAR an update from Phil Davis, Mary R. Stauffer Foundation Board Member, recognizing the 2019 Stauffer Foundation Teacher, Principal and District Grant Awardees.

Ms. Swenson recognized all retired administrators in attendance at tonight's meeting.

10. HEAR a presentation from Dr. Roger Brossmer, Assistant Superintendent of Secondary Education, and Dr. Robert Jagielski, Senior Director of Student Safety, Wellness and Engagement, recognizing Darrell Jackson for the Downey Unified Shared Values Award in the area of Relationships and Partnerships.
11. RECOGNIZE Kelley Rush-Becker, Principal of Unsworth Elementary School, to present Downey Unified's Candidate for Los Angeles County Office of Education Teacher of the Year - Rose Zeisel.

The meeting was recessed at 5:48 p.m. and reconvened at 5:58 p.m.

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

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

Susan Tate, Cindy Emami and Melissa Simon were heard regarding the use of pesticides throughout the District.

Terry Garcia spoke regarding the lack of special education substitute teachers.

Melissa Bahmanpower spoke regarding the need for early childhood education.

Doris Sepulveda, Shanda E. Lobatos, John Lee, George Chakarji, Angelica Morales, Marisol Ramirez, Edward Saldivar, Betsabe Acevedo, Angeles Coronado, Alan Andalon, Sandra Padilla and Arthur Schaper spoke opposing the California Healthy Youth Act curriculum.

The meeting was recessed at 6:55 p.m. and reconvened at 7:03 p.m.

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

Mrs. Samperi reported that Warren High School was notified they they are one of the top California high schools in the 2019 Race to Submit statewide campaign. She had the pleasure of visiting the Deaf and Hard of Hearing program at two of our schools, which was very interesting. Mrs. Samperi thanked Dr. Garcia, staff and DEA members who helped prepare for the State of the Schools. She had the opportunity to attend the Bite of Reality at St. John Bosco, the PTA Breakfast, the City/School District Task Force Committee meeting and visited Downey High School. She expressed her appreciation to the Personnel Commission for the budget information.

Mr. Morris had the pleasure of attending the State of the Schools and appreciated all the local business support of our schools. He added that the presentations were focused on what is happening in the classrooms and the great strides that are being made through the efforts of our teachers. Mr. Morris enjoyed the PTA breakfast and expressed his appreciation to all the PTA volunteers. He noted that our district is so fortunate to have community members such as Dr. Stauffer and Darrell Jackson who have done great things for our students.

Mr. Corrin thanked staff for the 2018-19 Annual Report, acknowledging the many things the District has accomplished this past year. He attended the City/School District Task Force Committee meeting, which will meet two or three times a year, that will help the City and School District work together. Mr. Corrin discussed the State of the Schools breakfast and noted that many people in the community have approached him and talked about the event. He added that he is so proud to be a part of this school district.

Mrs. Perez-Saab thanked the parents for attending tonight's meeting and thought it was great having the Downey High School Jazz Choir and the Striking Vikings here tonight as well. She thanked all who were involved in the State of the Schools as well as the community members who support our schools and attended this great event. Mrs. Perez-Saab had the pleasure of attending the PTA breakfast and congratulated Imperial Elementary, Sussman Middle and Warren High School for getting the largest percentage of memberships. She announced that the Downey Symphony will give a 15% discount off tickets for Downey Unified teachers and middle school students. Mrs. Perez-Saab also visited the Deaf and Hard of Hearing program and appreciated how they were involved in cheer, assemblies and even football players.

Mr. LaPlante reported that he invited the California School Boards Association President Emma Turner for a tour of the Warren High culinary arts program and the Downey High School engineering programs. He noted that he believes a school bond will be on the next

ballot and that the Governor has not yet moved SB328 forward. Mr. LaPlante added that both CTA and CSBA are against this bill as it is taking away local control.

Dr. Garcia reported that the City/School District meeting was very constructive as there are a lot of common areas among the City and District. He appreciated the comments about the State of the Schools and recognized Ashley Greaney, Jim Mogan, DEA staff, Jennifer Boose, Ana Thorne, and Danny Lizotte for their help setting up for the event. He thanked Jennifer Toledo and Rose Zeisel for speaking at the breakfast. Dr. Garcia commended Warren High School for being one of the top schools in the 2019 Race to Submit campaign which is for FASFA applications. He announced that a Professional Development training was being held on October 14 called the Middle School Tech Fest. He commended the Technology Coaches for putting this event together. Dr. Garcia reported that a meeting was held with CalTrans, who is working to widen the 605 and 5 freeways which have a school on one side and a park on the other. It is still in the planning phase but they hope to start construction in five years. Dr. Garcia congratulated TLC for their segment on Telemundo last week which highlighted the services they provide to approximately 1,500 of our families. He also shared that he met with Alex Gaytan and the Downey High School Thirst Project Club and noted that student Diana Mae Baliscao received the Power of Youth Award as the top student humanitarian/leader in the United States.

II. CONSENT AGENDA

Mr. Morris moved, Mrs. Samperi seconded, and the motion carried, that the Board of Education approve the Consent Agenda excluding Agenda Item #65.

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

1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through September 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. AUTHORIZE updated signatories, as presented, to become effective September 10, 2019 and to remain in effect until subsequent action is taken by the Board of Education.
4. AUTHORIZE payment of membership fee to California Continuation Education Association (CCEA) to be charged to 01.0-02000.0-11100-10000-5310-52700000.
5. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2019-20 fiscal year.
6. 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 July 2019, covered by Payroll Orders issued through August 2019.
7. RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20002264 and 20010047 in the BEST Financial Advantage System, issued

for payment of authorized purchases or obligations incurred by law or district policy for the period beginning August 1, 2019 and ending August 31, 2019.

8. APPROVE the FAFSA/DREAM Act Completion Program Agreement with the California Student Aid Commission.
9. RATIFY agreement between Downey Unified School District and Emily Cantrell to provide Cart Services, effective August 14, 2019 through June 30, 2020.
10. RATIFY agreement between Downey Unified School District and Suzanne Firlotte to provide Cart Services, effective August 14, 2019 through June 30, 2020.
11. RATIFY agreement between Downey Unified School District and Marissa Holt to provide Cart Services, effective August 14, 2019 through June 30, 2020.
12. RATIFY agreement between Downey Unified School District and Lidia Perez to provide Cart Services, effective August 14, 2019 through June 30, 2020.
13. RATIFY agreement between Downey Unified School District and Jennie Ramos to provide Cart Services, effective August 14, 2019 through June 30, 2020.
14. RATIFY agreement between Downey Unified School District and Marisela Salazar to provide Cart Services, effective August 14, 2019 through June 30, 2020.
15. RATIFY the Clinical Affiliation Agreement with Emerson College from September 13, 2019 through June 30, 2024.
16. APPROVE lease agreement with MRC Smart Technology Solutions/Xerox Financial Services LLC, for the 60-month lease of a Xerox model C8055H2 multi-function printer for the SELPA Program at the Pace Conference and Training Center.
17. RATIFY Service Agreement No. 201819-204 with WestEd to provide professional development workshops for district staff from July 1, 2018 through June 30, 2019.
18. APPROVE amendment to Service Agreement No. 201920-53 with NPO Solutions to increase number of days from 16 to 22 and the total cost from \$20,000 to \$28,000 for the 2019-20 school year.
19. APPROVE Service Agreement No. 201920-69 with Three Oaks Outdoor Science School, Inc. for attendance by 5th grade students from Gallatin, Gaudin, Old River, Price, Rio San Gabriel and Unsworth Elementary Schools from December 2, 2019 through December 6, 2019.
20. RATIFY Agreement for Construction Services (Small Projects) No. 201920-103 with Erickson-Hall Construction Company, Escondido, to furnish and install a portable staff restroom building at Stauffer Middle School, in the amount of \$46,440.00, to be charged to Measure O Bond funds.
21. RATIFY Agreement No. 201920-108 with Barnes HazMat, Inc. to provide hazardous materials removal services as needed from July 1, 2019 through June 30, 2020.
22. APPROVE Agreement No. 201920-114 with Salesforce to provide a Customer Response Management (CPM) system to the Downey Unified School District from October 15, 2019 to June 30, 2022.
23. RATIFY Agreement No. 201920-119 between Downey Unified School District and Pearson for the 2019-20 fiscal year, effective September 1, 2019 through August 30, 2020.

24. RATIFY Agreement for Independent Consultant Services No. 201920-121 with Enrique Ayala to provide instruction to DAS students for the Ultimate Challenge Workout Class from July 1, 2019 through June 30, 2020.
25. APPROVE Service Agreement No. 201920-123 with Parent Education Bridge for Student Achievement Foundation to provide a parent education workshop at Price Elementary School.
26. RATIFY Agreement No. 201920-124 with Microsoft Corporation to provide Microsoft Premier Support Services from September 26, 2019 through September 25, 2020.
27. RATIFY Agreement No. 201920-125 between Downey Unified School District and Sea Change Therapy for the 2019-20 fiscal year, effective August 12, 2019 through June 30, 2020.
28. RATIFY Service Agreement No. 201920-126 with The College Essay Guy, LLC to provide college essay writing workshops for Warren High School College Admissions Academy from September 6, 2019 through June 30, 2020.
29. RATIFY Agreement No. 201920-128 between Downey Unified School District and Total Education Solutions for the 2019-20 fiscal year, effective September 9, 2019 through December 31, 2020.
30. RATIFY Agreement No. 201920-129 between Downey Unified School District and Total Education Solutions for the period of July 8, 2019 through June 30, 2021.
31. RATIFY Agreement for Construction Services (Small Projects) No. 201920-131 with Patriot Purveyors, LLC, Vista, for the relocation of a sound booth from Ward Elementary School to Imperial Elementary School, in the amount of \$3,350.00, to be charged to the General Fund.
32. APPROVE Service Agreement No. 201920-132 with Learning for Living, Inc. to provide the Breaking Downey the Walls Program at Griffiths Middle School from October 7, 2019 through October 9, 2019.
33. RATIFY Service Agreement No. 201920-133 with Achieve 3000 to provide online curriculum for DHH students with reading intervention from August 12, 2019 through June 30, 2020.
34. APPROVE Service Agreement No. 201920-134 with Preferred Mobil Music & Prom-o-tion Event Production, Inc. to provide DJ services at the Downey High School Freshman Fiesta on October 11, 2019.
35. APPROVE Service Agreement No. 201920-135 with Taco Revolution to provide taco catering services at the Downey High School Freshman Fiesta on October 11, 2019.
36. APPROVE Service Agreement No. 201920-137 with Healthy Roster, Inc. to provide a Sports Health Technology Package for Downey High School from August 1, 2019 through July 31, 2020.
37. APPROVE Service Agreement No. 201920-138 with The Habit Burger Grill to provide catering services at the Warren vs. Downey High School football game on November 1, 2019.
38. APPROVE Service Agreement No. 201920-140 with Challenge Success to provide the Challenge Success School Program to St. John Bosco High School for the 2019-20 school year.
39. APPROVE Service Agreement No. 201920-141 with Alliance Race Timing, to provide online registration and chip timing for the TLC 5K run from November 1, 2019 through February

29, 2020.

40. RATIFY Agreement No. 201920-144 between Downey Unified School District and Riverside Assessments, LLC for the period of September 6, 2019 through September 6, 2022.
41. APPROVE Agreement No. 201920-146 with Turner Consulting and Actuarial, LLC to provide actuarial services to the District during the 2019-20 fiscal year.
42. APPROVE Service Agreement No. 201920-147 with Renaissance Learning, Inc. to provide professional development days to implement the Freckle pilot program from October 1, 2019 through June 30, 2020.
43. APPROVE Service Agreement No. 201920-148 with Sports for Learning, Inc. to provide a PLC Recess Program at Carpenter Elementary School from October 16, 2019 through May 29, 2020.
44. RATIFY Agreement for Independent Consultant Services No. 201920-149 with Peak Realty Company to provide instruction for real estate classes at the Downey Adult School from July 1, 2019 through June 30, 2020.
45. APPROVE Service Agreement No. 201920-150 with PacificWest Energy Solutions, Inc. to provide Energy Planning Services for Downey Unified School District during the 2019-20 fiscal year.
46. RATIFY Service Agreement No. 201920-151 with WestEd to provide professional development workshops for District staff from July 1, 2019 through June 30, 2020.
47. APPROVE Agreement for Construction Services (Small Projects) No. 201920-152 with Century Paving, Inc., La Mirada, to perform paving repair work at Old River, Williams and Rio San Gabriel Elementary Schools, in the amount of 17,891.00, to be charged to Restricted Maintenance Funds.
48. APPROVE Service Agreement No. 201920-154 with Paradise Cookies and Cream to provide services to attendees of the Downey-Warren Football Game on November 1, 2019.
49. APPROVE Service Agreement No. 201920-155 with Sweet Lou's BBQ to provide services to attendees of the Downey-Warren Football Game on November 1, 2019.
50. RATIFY Service Agreement No. 201920-157 with Super Fun Factory to provide photo services to Warren High School Link Crew students on September 13, 2019.
51. RATIFY Service Agreement No. 201920-158 with OverDrive Education, Inc. to provide student access to the OverDrive Sora Service from July 1, 2019 through June 30, 2020. (LCAP Line #37)
52. RATIFY Agreement No. 201920-159 between Downey Unified School District and Haynes Family of Programs - S.T.A.R., effective October 8, 2019 through June 30, 2020.
53. RATIFY for Independent Consultant Service Agreement No. 201920-160 with Jeff Day to provide and assign middle school sports officials.
54. APPROVE Service Agreement No. 201920-161 with Super Fun Factory to provide a photo booth to Warren High School students on October 25, 2019.
55. RATIFY Service Agreement No. 201920-162 between the Downey Unified School District and Charity Vision International Foundation to provide no-cost eye exams and free glasses to qualifying K-12 students, effective August 14, 2019 through May 29, 2020.

56. RATIFY Service Agreement No. 201920-163 with C and F Shaved Enterprises/dba Tikiz Shaved Ice Cream for services at Warren High School on September 13, 2019.
57. APPROVE Agreement for Construction Services (Small Projects) No. 201920-164 with Boss Graphics, Inc., Los Angeles, to print and install an exterior logo at Columbus High School, in the amount of \$1,997.50, to be charged to the General Fund.
58. RATIFY Agreement No. 201920-165 with Emics, Inc., dba Informed K12, to provide internal office forms and workflow processes for the 2019-20 fiscal year.
59. APPROVE Agreement for Construction Services (Small Projects) No. 201920-166 with WRK Acoustics, Earp, to install acoustical ceiling tiles at the Downey Adult School and Transportation Services Department, in the amount of \$9,730.00, to be charged to Restricted Maintenance Funds.
60. APPROVE Agreement for Construction Services (Small Projects) No. 201920-167 with 3D Concrete, Downey, to repair/replace concrete areas at Rio San Gabriel Elementary School, in the amount of \$6,840.00, to be charged to Restricted Maintenance Funds.
61. APPROVE Agreement for Construction Services (Small Projects) No. 201920-168 with M & R Painting & Decorating, Inc., Rowland Heights, to paint the interior of a classroom at Columbus High School, in the amount of \$2,985.00, to be charged to Restricted Maintenance Funds.
62. RATIFY Service Agreement No. 201920-171 with Bahya Group to rewrite two separate California Department of Education CTE Facilities Program grant proposals: one for Computer Science and the second for Biomedical pathways. The agreement is from October 1, 2019 through December 2, 2019.
63. APPROVE Contract No. 19-0013 with Downey Civic Theatre to hold school events for the 2019-20 school year.
64. APPROVE Memorandum of Understanding between High Tech High Graduate School of Education and Downey Unified School District, effective October 9, 2019 through June 30, 2024.
65. AUTHORIZE the advertisement for requests for Qualifications (RFQ) #2019/2020-01 for CEQA Consulting Services throughout the District, to be charged to Measure O Bond Funds.
66. AUTHORIZE the advertisement for Requests for Qualifications (RFQ) for Environmental and Hazardous Materials Testing Services throughout the District, RFQ #2019/2020-02, to be charged to Measure O Bond Funds.
67. AUTHORIZE the advertisement for Requests for Qualifications (RFQ) #2019/2020-03 for Geotechnical and Special Inspection Lab of Record Services throughout the District, to be charged to Measure O Bond Funds.
68. AUTHORIZE the advertisement for Requests for Qualifications (RFQ) for Land Surveying Consulting Services throughout the District, RFQ #2019/2020-04, to be charged to Measure O Bond Funds.
69. AUTHORIZE the advertisement for Requests for Qualifications (RFQ's) for DSA Project Inspection Services throughout the District, RFQ #2019/2020-05, to be charged to Measure O Bond Funds.

70. REJECT all bids against Bid #18/19-04 for the Purchase of Custodial Supplies, to be re-bid at a date and time to be determined.
71. REJECT bid from H2M Construction, Inc., Glendale, in the amount of \$432,000.00 as non-responsive to the bid documents; and AWARD Bid #19/20-02, Warren High School New Volleyball Courts, to Asphalt, Fabric & Engineering, Inc., Signal Hill, in the amount of \$444,900.00, to be charged to Capital Outlay Funds.
72. APPROVE Change Order #25 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$103,080.00, to be charged to Measure O Bond Funds.
73. APPROVE Change Order #1 to Purchase Order #PO2W-2*591 with Elite Modular Leasing & Sales, Inc., Perris, for the purchase of portable classroom buildings for Griffiths Middle School in the increased amount of \$1,800.00, to be charged to Measure O Bond Funds.
74. APPROVE Change Order #3 to Purchase Order #PO2W-2*465 with Elite Modular Leasing & Sales, Inc., Perris, for the purchase of portable classroom buildings for Griffiths and Sussman Middle Schools, in the amount of \$14,400.00, to be charged to Measure O Bond Funds.
75. APPROVE the October 2019 budget transfers and adjustments for the 2019-20 fiscal year.
76. 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.
77. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
78. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six hours per day, at range 115, \$3,217 - \$3,916 per month, effective August 14, 2019 through February 14, 2020.
79. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Unsworth Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 20, 2019.
80. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped, assigned to Alameda Elementary School, six hours per day, ten months per year, at range 115, \$3,217 - \$3,916 per month, effective August 27, 2019.
81. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six and one-half hours per day, ten months per year, at range 105, \$3,065 - \$3,726 per month, effective September 9, 2019.
82. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Price Elementary School, five and one-half hours per day, ten months per year, at range 105, \$3,065 - \$3,726 per month, effective September 10, 2019.
83. AUTHORIZE the District to enter into a Clinic Services Agreement with PIH Health Physicians (Agreement) for a term of 2 years pursuant to the terms as indicated in the form of agreement in Attachment 1, subject to minor revisions as approved by District staff and

legal counsel that do not materially alter the Agreement. The Superintendent, or his designee, is hereby authorized to take all steps and perform all necessary actions to execute and implement the Agreement.

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

III. GENERAL ADMINISTRATIVE SERVICES

1. RECEIVE the 2018-2019 Annual Report.
2. DECLARE a Public Hearing to decide if sufficient textbooks and instructional materials are available and consistent with the cycles and content of the curriculum frameworks.

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

- a. Open the Hearing

There was no one to be heard.

- b. Close the Hearing

Motion made by: Barbara Samperi

Motion seconded by: Donald LaPlante

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

3. ADOPT Resolution No. 201920-04 regarding Sufficiency of Instructional Materials.

Motion made by: Barbara Samperi

Motion seconded by: Donald LaPlante

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

4. ADOPT Resolution No. 201920-05, Resolution in Support of CHARACTER COUNTS! Week, October 20-26, 2019.

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

IV. SPECIAL ADMINISTRATIVE SERVICES - Instructional

1. APPROVE Certification of Provision of Standards-Aligned Instructional Materials.

Motion made by: Barbara Samperi

Motion seconded by: Donald LaPlante

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

V. SPECIAL ADMINISTRATIVE SERVICES - Personnel

1. APPROVE the appointment of C.S.E.A.'s nominee, Ms. Angelita Rademaker, to the Downey Unified School District Personnel Commission effective December 1, 2019, in accordance with Education Code 45246.

Motion made by: D. Mark Morris

Motion seconded by: Donald LaPlante

Voting:

Nancy Swenson - Yes

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

2. APPROVE revised Management Administrative Regulation 4141, Salary Schedule.

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

3. APPROVE the Tentative Successor Agreement and corresponding AB 1200 certification including a 1.75% salary increase for the 2019-20 school year with additional language changes and the addition of several new teacher stipends effective August 1, 2019, that will be added to the salary schedule rates and the stipend factor rate enumerated in Appendix A of the Agreement; and REVISE Administrative Regulation 4141 for the 2019-20 school year contingent upon LACOE AB 1200 approval.

Motion made by: Donald LaPlante

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

VI. ITEMS FOR FUTURE AGENDA

Mrs. Samperi moved and Mrs. Perez-Saab seconded that staff give a report on the PIH Health Physicians Clinic in October 2020.

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

The meeting was recessed at 7:42 p.m. and reconvened at 7:47 p.m.

VIII. CLOSED SESSION: to discuss

The Board of Education retired into Closed Session at 7:48 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, and Negotiations.

Mrs. Perez-Saab left at 8:48 p.m.

The Board of Education Conferenced with Real Property Negotiators. The meeting reconvened into Open Session at 9:36 p.m.

IX. ADJOURNMENT

The meeting adjourned at 9:39 p.m. in memory of Betty Arko, Marion Dottl, Ryan Huff, Bernard Miles, Avery Reynoso, and Maria Sanchez.

Board of Education
DOWNEY UNIFIED SCHOOL DISTRICT

Nancy A. Swenson, President

Tod M. Corrin, Clerk

Downey Unified School District

Office of the Superintendent

DATE: November 5, 2019
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent
SUBJECT: GIFT DONATIONS

ACTION ITEM

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

1. Donation of backpacks and school supplies from Premier Fitness/Premier Cares, value determined by donor to be \$350.00, to be used in support of the TLC Family Resource Center;
2. Donations in the total of \$7,500.00 from John Kennedy, to be used in support of various CTE and PLTW programs at Downey High School;
3. Donation of Principal and Middle School Teacher Grants from the Mary R. Stauffer Foundation, value determined by donor to be \$155,750.00, do be used in support of program enrichment and improved environments for various school site programs within Downey Unified;
4. Donation of various gift cards from Foundation 4Life, value determined by donor to be \$7,500.00, to be used in support of the TLC Family Resource Center;
5. Donation of dictionaries from Downey Elks Lodge #2020, value determined by donor to be \$4,700.00, to be used in support of third grade classrooms throughout Downey Unified;
6. Donation of \$260.00 from Kathleen Castillo, to be used in financial support to sponsor an Old River student to attend Science Camp;
7. Donation of \$500.00 from St. George Greek Orthodox Church of Downey Ladies Philoptochos Society, to be used in support of the TLC Family Resource Center;
8. Donation of \$30.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center.

SUPERINTENDENT'S RECOMMENDATION:

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

**Downey Unified School District
Office of the Superintendent**

DATE: November 5, 2019
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

<u>First</u>	<u>Last</u>	<u>Position</u>	<u>Dates</u>	<u>Conference Title</u>	<u>Location</u>
Denise	Evans	Psychologist	6/18/2019 & 6/19/2019	Lindamood Bell Seeing Stars	Del Mar
Jennifer	Angulo	Teacher	9/10/2019	Calif. History Soc. Science Framework	UC Davis
Esther	Jeong	Teacher	9/10/2019	Calif. History Soc. Science Framework	UC Davis
Dawn	Weldon	Teacher	9/10/2019	Calif. History Soc. Science Framework	UC Davis
Margaret	Meehan	Principal	Various dates between 9/23/2019 & 5/7/2020	PBIS TRAINING	Downey
Alexandra	Ruesga	Categorical	Various dates between 9/23/2019 & 5/7/2020	PBIS TRAINING	Downey
Reynaldo	Vargas	Program Admin	Various dates between 9/25/2019 & 12/10/2019	EL and Special Education	Downey
Bonnie	Roybal	Teacher	10/5/2019	AP Workshop	Costa Mesa
Kathleen	Hultner	Teacher	10/7, 9/26 & 3/28/20	PBIS Training	Downey
Krystal	Jones	Vice Principal	10/7, 9/26 & 3/28/20	PBIS Training	Downey
Carlie	Lopez	Teacher	10/7, 9/26 & 3/28/20	PBIS Training	Downey
Alexander	Melara	Teacher	10/7, 9/26 & 3/28/20	PBIS Training	Downey
Roberto	Pulido	Teacher	10/7, 9/26 & 3/28/20	PBIS Training	Downey
Lisa	Rawlings	Principal	10/7, 9/26 & 3/28/20	PBIS Training	Downey
Reynaldo	Vargas	Program Admin	10/9/2019	Equitable Assmt. Practices with Dual Language Learners	Rancho Cucamonga
Christina	Clatti	Teacher	10/13/2019 to 10/16/2019	AAPC Regional Conference	Seattle, WA
Neil	Gonzalez	Teacher	10/15/2019 to 10/17/2019	CPP Felineer Teacher Training	Pomona
James	Shull	Teacher	10/15/2019 to 10/17/2019	CPP Felineer Teacher Training	Pomona
Melissa	Taylor-Sabo	Teacher	10/15/2019 to 10/17/2019	CPP Felineer Teacher Training	Pomona
Gregory	McCurry	Teacher	10/17/2019, 1/16/20 & 3/18/20	UCI History Project Conference	Irvine
Scott	Schreiner	Teacher	10/17/2019, 1/16/20 & 3/18/20	UCI History Project Conference	Irvine
Rani	Bertsch	Director	10/21/2019 & 10/22/2019	Grading From The Inside Out Wrkshp	San Diego
Miguel	Moreno	TOSA	10/21/2019 & 10/22/2019	Grading From The Inside Out Wrkshp	San Diego
Richere	Barbeau	Teacher	10/21/2019 & 10/22/2019	Grading From The Inside Out Wrkshp	San Diego
Jeff	Giles	Asst. Principal	10/21/2019 & 10/22/2019	Grading From The Inside Out Wrkshp	San Diego
Alison	Kirby	Teacher	10/21/2019 & 10/22/2019	Grading From The Inside Out Wrkshp	San Diego
Byung	Park	Teacher	10/21/2019 & 10/22/2019	Grading From The Inside Out Wrkshp	San Diego
Cassandra	Villa	Teacher	10/21/2019 & 10/22/2019	Grading From The Inside Out Wrkshp	San Diego
Sarah Charlotte	Evensen, Ph.D.	TOSA	10/22/2019 & 10/23/2019	PBL Leadership Academy	San Diego
John	Harris	Director	10/22/2019 & 10/23/2019	PBL Leadership Academy	San Diego
Sarah	Karout	Teacher	10/22/2019 & 10/23/2019	PBL Leadership Academy	San Diego
Ronald	Legaspi	Teacher	10/22/2019 & 10/23/2019	PBL Leadership Academy	San Diego
Rani	Maline-Bertsch, Ed.D.	Director	10/22/2019 & 10/23/2019	PBL Leadership Academy	San Diego
Jessenia	Vargas Aguilar	Teacher	10/22/2019 & 10/23/2019	PBL Leadership Academy	San Diego
Jessica	Worthy	Teacher	10/22/2019 & 10/23/2019	PBL Leadership Academy	San Diego
Reynaldo	Vargas	Program Admin	10/23/2019 to 10/26/2019	CASP Convention 2019	Long Beach
Shelly	Keele	Teacher	10/25/2019	Club 21 Conf.	Pasadena
Patricia	Kling	Psychologist	10/28, 10/29 & 10/30/19	Calif. PBIS Conf.	Sacramento
John	Garcia, Jr., Ph.D.	Superintendent	10/29/2019 & 10/30/2019	ACSA Superintendency Council	Sacramento
Glenda	Martinez	TOSA	11/4/2019, 11/5/19, 1/30/20, 1/31/2020 & 3/17/2020	Spanish Children's Literature K-5	Downey
Mariana	Pacheco	Teacher	11/4/2019 & 11/5/2019	Epilepsy Awareness Conference	Anaheim

Yadira	Ortega	Prog. Specialist	11/5/2019 to 11/7/2019	CAPTAIN Summit 2019	Sacramento
Deborah	Powers	Teacher	11/7/2019 to 11/7/2019	What's New In Young Adult Literature	Anaheim
Kendra	Creed	Teacher	11/7/2019 to 11/9/2019	Heroes Serving Our Students	Garden Grove
Gall Marc	Gramling Milton	Operations Coord. Director	11/7/2019 to 11/10/2019 11/7/2019 to 11/10/2019	Calif. School Nutr. Assoc. Conf. Calif. School Nutr. Assoc. Conf.	Ontario Ontario
Lily	Ivanov	Asst. Director	11/8/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Kelly	Lancaster	Operations Coord.	11/8/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Florence	Shih	Buyer	11/8/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Annette	Araujo	Food Serv. Asst.	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Alejandra	Casillas	Food Serv. Asst. II	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Hilda	Duron	Food Serv. Sup. II	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Priscilla	Gonzalez	Food Serv. Asst.	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Magdalena	Granados	Food Serv. Asst.	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Erendira	Juarez	Food Serv. Asst.	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Andrea	Lopez	Food Serv. Asst.	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Alejandra	Martinez	Food Serv. Sup. II	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Laura	Pereira Ornelas	Food Serv. Asst. Leac	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Lupita	Reyes-Raygoza	Food Serv. Asst.	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Nancy	Villalobos	Food Serv. Asst.	11/9/2019	Calif. School Nutr. Assoc. Conf.	Ontario
Josh	Buell	Teacher	11/12/2019	Universal Design for Learning	Costa Mesa
Tomas	Contreras	Teacher	11/12/2019	Universal Design for Learning	Costa Mesa
Jonathan	Cornell	Teacher	11/12/2019	Universal Design for Learning	Costa Mesa
Timothy	Duncan	Teacher	11/12/2019	Universal Design for Learning	Costa Mesa
Gus	Fuenmayor	Teacher	11/12/2019	Universal Design for Learning	Costa Mesa
Anders	Lundsberg	Teacher	11/12/2019	Universal Design for Learning	Costa Mesa
Jose	Nam	Teacher	11/12/2019	Universal Design for Learning	Costa Mesa
Karlo	Soto-Castillo	Teacher	11/12/2019	Universal Design for Learning	Costa Mesa
Alicia	Tunberg	Teacher	11/12/2019	Universal Design for Learning	Costa Mesa
Yadira	Ortega Benitez	Prog. Specialist	11/13/2019	Nonviolent Crisis Intervention Renewal	Garden Grove
Christy	Marilo	Therapist	11/14/2019 to 11/17/2019	Academy of Pediatric Physical Therap	Anaheim
Monica	Robles-Rodriguez	Therapist	11/14/2019	Chronic Anxiety	Anaheim
Teresa	Guerrero	Psychologist	11/15/2019	Chronic Anxiety Treatment Methods	Torrance
Matthew	Donahue	Teacher	11/15/2019 & 11/16/2019	Calif. Mathematics Council	Palm Springs
Desiree	Goldsmith	Teacher	11/15/2019 & 11/16/2019	Calif. Mathematics Council	Palm Springs
Sara	Maples	Teacher	11/15/2019 & 11/16/2019	Calif. Mathematics Council	Palm Springs
Glenn	Gonzalez	Teacher	11/16/2019	AP Statistics Workshop	Norwalk
James	Kim	Teacher	11/16/2019	AP Statistics Workshop	Norwalk
Scott	Alexander	Teacher	11/22/2019 & 11/23/2019	CCAE Section Conf.	Palm Springs
Robert	Dame	Teacher	11/22/2019 & 11/23/2019	CCAE Section Conf.	Palm Springs
Cindy	Grafton	Principal	11/22/2019 & 11/23/2019	CCAE Section Conf.	Palm Springs
Hernand	Morales	Teacher	11/22/2019 & 11/23/2019	CCAE Section Conf.	Palm Springs
William Ryan	Page	Teacher	11/22/2019 & 11/23/2019	CCAE Section Conf.	Palm Springs
Blanca	Rochlin	Principal	11/22/2019 & 11/23/2019	CCAE Section Conf.	Palm Springs
Francisca	Sanchez	Principal	11/22/2019 & 11/23/2019	CCAE Section Conf.	Palm Springs
Jennifer	Gamero	TOSA	12/3/2019 & 12/4/2019	Visit to Apple Park	Cupertino
Marnie	Luevano	TOSA	12/3/2019 & 12/4/2019	Visit to Apple Park	Cupertino
Leslie	Neill	TOSA	12/3/2019 & 12/4/2019	Visit to Apple Park	Cupertino
Jennifer	Robbins	Director	12/3/2019 & 12/4/2019	Visit to Apple Park	Cupertino
Wayne	Shannon	Asst. Supt.	12/3/2019 & 12/4/2019	Visit to Apple Park	Cupertino
Jennifer	Toledo	TOSA	12/3/2019 & 12/4/2019	Visit to Apple Park	Cupertino
Lori	Acosta	Instruct. Svcs Tech	12/4/2019 & 12/5/2019	High Tech High College Access	San Diego
John	Harris	Director	12/4/2019 & 12/5/2019	High Tech High College Access	San Diego
Nanette	Johnson	TOSA	12/4/2019 & 12/5/2019	High Tech High College Access	San Diego
Karin	LaPorta	TOSA	12/4/2019 & 12/5/2019	High Tech High College Access	San Diego
Joanne	Loyarte	Counselor	12/4/2019 & 12/5/2019	High Tech High College Access	San Diego
Julie	Main	Asst. Principal	12/4/2019 & 12/5/2019	High Tech High College Access	San Diego
Pam	Morse	Counselor	12/4/2019 & 12/5/2019	High Tech High College Access	San Diego
Santlaga	Fercho Agranowitz	Prog. Specialist	12/16/2019 to 12/19/2019	Nonviolent Crisis Intervention Certif.	Los Angeles

Beth Ann	Arko	Asst. Supt.	1/15/2020	Governor's Budget Workshop	Ontario
John	Garcia	Supt.	1/15/2020	Governor's Budget Workshop	Ontario
John	Harris	Director	1/15/2020	Governor's Budget Workshop	Ontario
Donald	LaPlante	Board of Education	1/15/2020	Governor's Budget Workshop	Ontario
Pam	Martinez	CSEA Unit I	1/15/2020	Governor's Budget Workshop	Ontario
Alyda	Mir	Asst. Supt.	1/15/2020	Governor's Budget Workshop	Ontario
Martha	Sodetani	Board of Education	1/15/2020	Governor's Budget Workshop	Ontario
Nancy	Swenson	Board of Education	1/15/2020	Governor's Budget Workshop	Ontario
John	Torres	CSEA Unit II	1/15/2020	Governor's Budget Workshop	Ontario
Julia	Wright	DEA	1/15/2020	Governor's Budget Workshop	Ontario
Abida	Merchant	Teacher	1/31/2020 to 2/2/2020	Project Lead the Way Summit	Anaheim
Reynaldo	Vargas	Prog. Admin	2/5/2020 to 2/7/2020	ACSA Every Student Counts Symp.	Palm Desert
Melissa	Ashton	Psychologist	2/18/2020 to 2/21/2020	NASP 2020 Annual Convention	Baltimore, MD
John	Garcia, Jr., Ph.D.	Supt.	3/17/2020 & 3/18/2020	ACSA Superintendency Council	Sacramento
John	Garcia, Jr., Ph.D.	Supt.	4/21/2020 & 4/22/2020	ACSA Superintendency Council	Sacramento

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
Office of the Superintendent

DATE: November 5, 2019
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS FROM OTHER THAN EMPLOYEES

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>
Shannon	Romo	Teacher on Special Assignment	11/5/2019 to 11/7/2019	CAPTAIN Summit 2019	Sacramento
SELPA					

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
PURCHASE ORDER LISTING FOR SEPTEMBER 27, 2019 - OCTOBER 23, 2019

	PREFIX	FROM	TO
FUND 01.0 GENERAL \$1,905,614.83	PO1 PO2W PO3W	200000000316 200000000316 200000000220	200000000401 200000000923 200000001073
FUND 11.0 ADULT \$109,911.85	PO1 PO2W PO3W	200000000385 200000000819 200000000887	200000000394 200000000885 200000001070
FUND 13.0 CAFETERIA \$186,399.39	PO1 PO2W PO3W	- 200000000759 200000000528	- 200000000888 200000001064
FUND 14.0 DEFERRED MAINTENANCE \$2,850.00	PO1 PO2W PO3W	- 200000000835 -	- - -
FUND 21.0 BOND MEASURE O \$50,405,872.10	CT PO1 PO2W PO3W	200000000007 200000000238 200000000378 200000000220	200000000007 200000000388 200000000908 200000000750
FUND 40.0 SPECIAL RESOURCE FOR CAPITAL OUTLAY \$12,800.00	PO1 PO2W PO3W	 200000000507	 -
FUND 67.0 SELF INSURANCE \$47,868.95	PO1 PO2W PO3W	 200000000824	 -
FUND 67.1 SELF INSURANCE WORKER'S COMP \$14,950.00	PO1 PO2W PO3W	 200000000768	 200000000805
FUND 67.3 SELF INSURANCE DENTAL CARE \$1,298.00	PO1 PO2W PO3W	 200000000790	 -

**DOWNEY UNIFIED SCHOOL DISTRICT
Business Services**

DATE: November 5, 2019
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 August 2019, covered by Payroll Orders issued through September 2019.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #267-N			(630.00)			
Reg. #266-N			462.00			
Reg. #H1E-C	2,443.51					
Reg. #H1E-N	202,296.11	11,281.34	43,489.20	2,462.44	111,222.97	
Reg. #253-N	8.40					
Reg. #H1D-C	1,677.00				91.31	
Reg. #H1D-N	176,967.53	16,527.69	29,341.76	1,951.48	125,540.40	
Reg. #E4D-N		121,139.48	2,365.29	126.54	3,302.52	
Reg. #248-N	142.49	33.89				
Reg. #241-N	(4,590.28)					

TOTAL \$847,653.07

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: November 5, 2019
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 20010455 and 20020529 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning September 1, 2019 and ending September 30, 2019:

General Fund (01.0)	Total	\$4,629,412.71
Adult Education Fund (11.0)	Total	106,431.82
Cafeteria Fund (13.0)	Total	811,302.23
Deferred Maintenance Fund (14.0)	Total	58,669.05
Building Fund (21.0)	Total	3,113,720.74
Special Reserve for Capital Outlay Fund (40.0)	Total	40,844.30
Property/Liability Self-Insurance Fund (67.0)	Total	420.90
Workers' Comp. Self-Insurance Fund (67.1)	Total	57,541.34
Health Care Self-Insurance Fund (67.2)	Total	2,304,145.89
Dental Care Self-Insurance Fund (67.3)	Total	282,578.34
Vision Care Self-Insurance Fund (67.4)	Total	48,985.30
Payroll Clearance Fund (76.0)	Total	1,205,940.18

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

SERVICE AGREEMENT
Agreement No. 201920-142

THIS AGREEMENT made and entered into this 28th of September, 2019 by and between California Weekly Explorer, 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.

Walk Through California Presentations for Lewis Elementary School

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$1,580.00, not to exceed \$1,580.00 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 September 28, 2019 and will terminate on or before January 17, 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: California Weekly Explorer, Inc.
Dept.: Operations
Address: 15052 Red Hill Avenue, Suite G
Tustin, CA 92780
Contact: Morgan B. Hovis
Phone/email: 714-247-2250 ext 1001
operations@californiaweekly.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

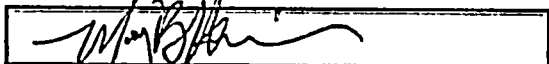
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

CALIFORNIA WEEKLY EXPLORER, INC



Signature

Print Name: Morgan B. Hovis

Print Title: Vice President

Date: 9/28/2019

District use only below line

Account Number to be Charged 01.0-00000.0-11100-10000-4320-

1076100, Allison Box, Principal

Name and Title of Site Administrator-Please print



Signature of Site Administrator

10/3/19
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-143

Page 4 of 4

Aon Risk Solutions
Global Risk Consulting

Downey Unified School District

Aon Risk Consultants, Inc. Proposal for Actuarial Services

DUSD Agreement No. 201920-145

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Introduction

Aon Risk Consultants, Inc. (AGRC) is pleased to submit this proposal to provide services to Downey Unified School District (Client) for actuarial services of the self-insured *workers compensation* program.

The broad scope of work is to develop estimated outstanding liabilities and funding amounts for future fiscal years. This will provide important data for financial audit statements (including Governmental Accounting Standards Board [GASB] Statement No. 10 compliance) and strategic long-range planning.

The conclusions of our work will be provided in a written report. The report will have an executive summary designed to be easily understood by non-actuaries. It will contain a technical section with sufficient information to support all conclusions and to facilitate future analysis.

Scope of Work

Actuarial Analysis

1. **Estimate Outstanding Losses.** Estimate outstanding losses (including allocated loss adjustment expenses [ALAE]) as of June 30, 2019.

The estimated outstanding losses are the cost of unpaid claims. The estimated outstanding losses include case reserves, the development of known claims and incurred but not reported (IBNR) claims. ALAE are the direct expenses for settling specific claims. The amounts are limited to the self-insured retention.

2. **Project Financial Position.** Project the financial position as of June 30, 2019.

The projected financial position is a comparison of the estimated outstanding losses with the funds available (approximate and unaudited) to meet them.

3. **Project Ultimate Limited Losses.** Project ultimate limited losses (including ALAE) for 2019/20 and 2020/21.

The projected ultimate limited losses are the accrual value of losses with accident dates during 2019/20 and 2020/21, regardless of report or payment date. The amounts are limited to the self-insured retention.

4. **Recommend Funding.** Recommend funding for 2019/20 and 2020/21

The recommended funding is based on the projected ultimate limited losses for 2019/20 and 2020/21, and projected expenses for claims handling, program administration and excess insurance.

5. **Project Losses Paid.** Project losses paid during 2019/20 and 2020/21.

The projected losses paid are the claim disbursements during 2019/20 and 2020/21, regardless of accident or report date. The amounts are limited to the self-insured retention.

6. **Size of Loss Distribution Analysis.** Analyze the distribution of losses in various layers.

7. **Affirm GASB Statement No. 10.** Provide a statement affirming the conclusions of this report are consistent with Governmental Accounting Standards Board (GASB) Statement No. 10.

These actuarial services will result in the production of the following deliverables:

- The conclusions of our work will be in a written report for the District. The report will be designed to be easily understood by non-actuaries. It will contain a technical section with sufficient information to support all conclusions and facilitate future analysis.

Project Approach

1. Participate in a discussion with Client to learn about any changes in its self-insured program since December 31, 2017 (last time we completed the actuarial study).
2. Submit a written data request to Client.
3. Gather and compile data provided by Client. We will review the data for reasonableness. Anomalies (if any) will be identified. If requested, we can obtain data directly from the claims administration firm(s).
4. Discuss large individual claims with Client. Large claims can have a disproportionate impact upon the actuarial analysis. We want to be certain we fully understand the large claims.
5. Develop estimates of claim costs for 2019/20 and 2020/21.

The estimates will be based on Client's own data to the extent it is a good predictor of future activity. To the extent Client's loss data is not a good predictor, our projections will reflect other similar programs with which we are familiar.

Based on our experience, we have found that insurance industry statistics are often not applicable to public entities. This is because insurance industry statistics reflect a wide range of diverse risks (public entities are much more homogeneous). Public entities tend to manage claims very carefully. Therefore, reporting and payout patterns differ from insurance industry statistics.

For the above reasons, we will apply insurance industry statistics judiciously.

Our estimates will be developed based on generally accepted actuarial practices and will be consistent with GASB Statement No. 10. We will consider at least the following actuarial methodologies:

- ◆ Paid loss development
 - ◆ Reported incurred loss development
 - ◆ Case reserve analysis
 - ◆ Reported claims development
 - ◆ Frequency and severity analysis
 - ◆ Loss rate analysis
 - ◆ Bornhuetter-Ferguson analysis
 - ◆ Increased limits analysis
6. Based on projected losses and expected claims disbursement patterns, project investment income.
 7. Prepare a draft report of our conclusions and recommendations.

The conclusions and recommendations will be clear, concise and easily understood by non-actuaries. The report will include charts, graphs and other documentation sufficient to support all conclusions and recommendations. Further discussion of the report appears in Section D, "Deliverables," of this chapter.

8. Discuss the draft report with Client by telephone. Based on new facts ascertained in our discussions, we will revise the draft report and issue a final report.

Deliverables

Client will receive a thorough, yet easy-to-understand report. The technical section will include the following information to support all conclusions and facilitate future analysis.

- ◆ **Background.** Relevant details concerning the history, administration, claims handling, retention levels and excess coverage will be provided.
- ◆ **Data Sources.** Descriptions of the loss and exposure data provided by Client and its administrators will be provided. Individual claims requiring special treatment in the analysis will be cited, including an explanation of how we treated the claims in the analysis. If industry data is used to supplement our analysis, a description of the data source will be provided; we will explain how we incorporated the industry data into the analysis.
- ◆ **Methods Used.** Descriptions of the various actuarial methods used in the analysis will be provided. We will also explain the considerations associated with selecting the methods as well as the underlying assumptions.
- ◆ **Exhibits.** The exhibits will show the details of our analysis and support all conclusions stated in the Executive Summary.

Our reports are practical, useful documents, frequently referred to by our clients over months until they are updated by ensuing reports.

Timeline

	Major Activity (1)	Timing (2)
(A)	Project kickoff	Within two (2) days of notification to proceed
(B)	Submit written data request	Within two (2) days of project kickoff
(C)	AGRC submits draft report	Within four (4) weeks of receipt of data,
(D)	Final report	Within two days of Client's approval of the draft


We have the resources readily available to complete work on schedule. The schedule can be accelerated or amended in accordance with the needs of Client.

Professional Qualifications


About Aon

Aon is the global leader in risk management, reinsurance brokerage, and human resource consulting, with over \$11.7 billion in annual revenue generated through more than 500 offices worldwide. Our focus and dedication has made us the global leader within our industry as recognized by publications, industry observers, and most importantly, our clients, throughout the world.


Awards & Recognition




Aon's Interactive Political map was named a recipient of an Innovation Award from *Business Insurance* magazine.




Aon was named the Best Global Insurance Broker by *Global Finance* magazine.




In all, Aon had 54 2017 Power Brokers named by *Risk & Insurance* magazine in Risk, Reinsurance and Employee Benefits, more than any other firm.




Aon Captive & Insurance Management has received the Cell Company Initiative and Captive Manager of the Year awards at the 2017 Captive Services Awards presented by *Captive Review* magazine.



Aon was recognized with three awards from ACORD, the insurance industry's standards and technology organization, including the ACORD Global Citizen Award and the ACORD Leadership Award.




Aon was honored with a CIO 100 Award from *IDG's CIO* magazine for the technology platform behind the Aon Active Health Exchange.




Aon was named the 2016 North American Insurance Broker of the Year & Aon Benfield was named the Best Reinsurance Broker of the Year for Analytics.

Aon was founded on December 12, 1979; although predecessor organizations to our firm have been in business for more than 300 years.


Throughout the 1980s and 1990s, strategic acquisitions and organic growth fueled Aon's expansion in the global insurance marketplace. Over the years, we have acquired some of the most well-known companies in the risk management and human resources sectors. The three most notable acquisitions in recent years have been Benfield, a reinsurance brokerage and advisor (2008), ARMTech, a public sector consulting firm in 2008, and Hewitt Associates, a human resources consulting firm (2010).



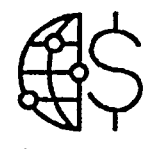
50,000
Worldwide Employees




\$11.6B
2016 Annual Revenue




500+
Offices in 120 Countries



\$110B
Worldwide Premium Placements



\$31.56B
Market Capitalization (as of May 2017)



NYSE Symbol

The integrated solutions we provide for you are drawn from every aspect of our global organization:

Aon plc

Risk Solutions		HR Solutions
Aon Risk Solutions (ARS)	Aon Benfield	Aon Hewitt
Retail Brokerage	Facultative Reinsurance Brokerage	Retirement and Investment
Health & Benefits Consulting and Brokerage	Treaty Reinsurance Brokerage	Talent, Rewards & Performance
Actuarial & Analytics	Capital Markets & Financial Advisory	Exchange Solutions
Risk Consulting	Analytics & Technical Services	Global Benefits
Risk Control and Claims	Strategy, Claims & Operation Consulting	Strategic Advisory
Captive Management	Claims Management	
Affinity Programs		
Select Personal Lines		
M&A Advisory		

Aon Risk Solutions

Aon's global risk management business, Aon Risk Solutions, provides clients of all industry sectors with comprehensive risk management and employee benefits solutions. Guided by the Aon Client Promise, our teams deliver customized and innovative risk solutions to drive value for our clients through industry-leading tools and capabilities.

Aon Hewitt

Aon's human resources consulting and outsourcing organization, Aon Hewitt, works with clients of all sizes to find, develop, motivate and reward employees in ways that align with our clients' broader financial and business goals. We help our clients achieve better business results by addressing critical human resources issues.

Aon Benfield

Aon's worldwide reinsurance entity, Aon Benfield, is the largest reinsurance broker in the world, offering reinsurance brokerage, analytical services, alternative risk financing vehicles and wholesale brokerage services. With offices in more than 40 countries around the world, Aon Benfield has access to all aspects of the global reinsurance market. Benfield places more than \$30 billion of reinsurance premium annually.

Description of AGRC

Aon is a corporation and was founded on December 12, 1979; although predecessor organizations to our firm have been in business for more than 300 years. Aon has approximately 600 offices worldwide, serving 120 countries with 61,000 employees. Aon serves clients in virtually all industries.

Aon Global Risk Consulting, a division of Aon has a nationwide risk management, actuarial and insurance consulting practice with more than 80 actuarial consultants and 40 Associates and Fellows of the Casualty Actuarial Society who are also Members of the American Academy of Actuaries. Through our experienced team of actuarial and analytical specialists, we provide a broad range of risk quantification services to our clients, and have earned the reputation as one of the leading service providers in this field.

AGRC has extensive experience performing actuarial studies and has also performed many related projects. We regularly evaluate cost allocation plans, coverage forms, excess insuring pricing, program administration and risk retention capacity. We believe this gives AGRC a unique perspective.

AGRC is not just an actuarial firm. We are much more well-rounded. For similar assignments, we typically use peer review from a non-actuary risk management Managing Director. This ensures the report can be understood by a non-technical person and meets the high standards expected by our clients.

Every two years, AGRC presents an educational conference for public entity risk pools. Many conference attendees return because the information acquired proves beneficial to their organization. The 20th conference was held in Santa Ana Pueblo, New Mexico from July 23 to July 26, 2017.

AGRC is experienced in providing the services Client requires. We have staff actuarial consultants who will be at Client's disposal to complete key tasks. AGRC personnel have the ability to respond promptly to Client's service requests.

AGRC's specific capabilities include:

- Actuarial services
- Cost allocation design
- Benchmarking
- Claim audits
- Information services
- Insurance coverage and policy reviews
- Risk financing reviews
- Risk management audits
- RFP preparation

Why AGRC is Most Qualified to Serve Client

We believe AGRC is most qualified to serve Client for the following reasons:

1. **Relationship Oriented.** AGRC takes a long-term, relationship-oriented view towards its assignments. Unlike other firms with only a project-oriented approach to actuarial services, we develop an understanding of the entire program to help ensure our services will meet your needs. We are available to answer your questions, offer insights and aid you in the financial stewardship of your organization.
2. **Strong Ties to the Public Sector Community.** AGRC consultants often speak at and regularly attend PARMA, PRIMA, CAJPA, AGRIP and STRIMA conferences. Every two years, AGRC sponsors a conference on risk retention pools. Our active participation at local and national conferences strengthens our ties to the public sector community. We know the issues affecting governmental entities and can serve as a resource as you analyze complex issues.
3. **Unique Perspective.** AGRC has extensive experience performing actuarial reviews and related projects. We regularly evaluate coverage forms, excess insurance pricing and exposures arising from operations and administration of risk management programs. We believe this gives AGRC a unique perspective. Our broader understanding of risk management issues can assist you in more effective administration of your program.
4. **Concentrated Analysis** AGRC concentrates on the matters relevant to your self-insured program. We delve deeply and penetrate into the issues driving your loss costs and risk exposure.

AGRC reports communicate our findings, conclusions and recommendations clearly and concisely. AGRC reports lay a firm foundation for future studies.

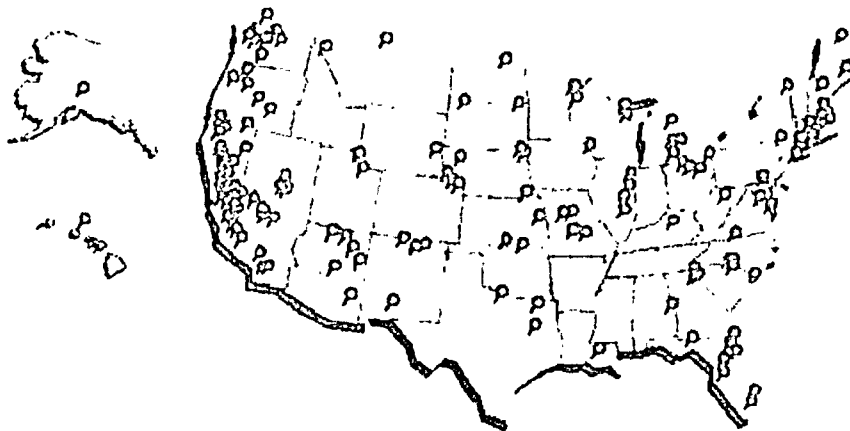
Customer Service

We survey our clients after work completion. The results reveal a very high level of satisfaction. A summary of client responses, on a scale of 1 (poor) to 5 (excellent) is as follows:

1. Over 98% of our clients rate us as excellent or near-excellent. Clients surveyed indicate they will continue working with us.

Technical Competence	4.9
<i>Performance of Project Manager</i>	4.9
<i>Quality of Work</i>	4.9
<i>Value of Services</i>	4.9
<i>Accuracy of Project Cost Estimates Not Applicable</i>	4.9
<i>Initial Response Time</i>	4.9
<i>Deadlines Met and Promises Kept</i>	4.9
<i>Continued Response Time</i>	4.9
<i>Availability of Personnel When Needed</i>	4.8
<i>Administrative Services (Phone Answering, Invoices, etc.)</i>	4.8

2. Over the five-year span between 2011 and 2015, we have completed over 2,500 actuarial reports representing over 350 clients across 42 states, illustrated on the following map.



These reports represent the actuarial work for predominantly self-insured entities. This demonstrates our efficiency while maintaining the highest customer satisfaction, best practices and required actuarial standards.

Along the way, we have also contributed to public conferences by providing educational presentations.

Project Team

The project team has been assembled because the experience and education of the members respond well to Client's needs.

1. **Mr. Muftaba Datto, ACAS, MAAA, FCA.** Mr. Datto, Actuarial Practice Leader at AGRC, will lead the actuarial work. He is an Associate of the Casualty Actuarial Society, a Member of the American Academy of Actuaries and a Fellow of the Conference of Consulting Actuaries.

Mr. Datto performs actuarial services for scores of pools, cities counties, school, and other self insured governmental entities. He has provided actuarial services since 1980, including general liability, automobile liability, property, and medical malpractice, and analyzing all aspects of workers compensation ratemaking and legislative pricing in statewide filings to determine rate adequacy and presentation of findings for the National Council on Compensation Insurance (NCCI).

A frequent speaker on actuarial issues, Mr. Datto spoke at the CAJPA conferences on financial benchmarks for pools and at the CASBO conference for school business officials every year since 2004. In 2005, he presented at the Conference of Consulting Actuaries on 'Strategic Decision-Making for Collective Risk-Sharing Entities.' In June 2006, he co-presented at PRIMA on 'Selection of Self-Insured Retention Levels for Public Entities.'

In February 2007, he presented 'Demystifying the Actuarial Report' at PARMA.

In May 2008, he presented to the National League of Cities – RISC Pool Trustees on 'What an Actuary Should be Providing a Board, How to Read an Actuarial Report, and What Questions to Ask.'

At the June 2008 PRIMA meeting, he presented at two sessions on Understanding the Actuarial Report and Explaining Experience Modification. In 2009, he co-presented on "What do Those Actuaries Do with Your Claims Data?"

In February 2009, he presented a session on "Approaches to Rate Setting." at PARMA.

In April 2010, he presented at CASBO on "What Actuaries Do with Claims Data" and in June 2010 at PRIMA sessions on "How to Read Your Actuarial Report" and co-presented on "Adjuster and Actuary: Artist and Scientist."

In September 2010, he presented to CAJPA on "A Risk-Based Capital Approach" to determine how much equity is enough.

In June 2011, he presented at PRIMA on cost allocation, and in September 2011 at CAJPA and in June 2012 at PRIMA, he presented on "Seven Questions to Ask Your Actuary."

At the June 2013 PRIMA meeting, he presented two sessions on "Actuarial Judgment: How It Impacts Your Program" and "Too Much, Too Little or Just Right Surplus: Risk Based Capital and Financial Ratios.

In September 2013, he presented at CAJPA on "Pricing Legislative Impacts."

In September 2014, he presented at PRIMA on "Choosing Your SIR, It's More Than A Number."

In February 2015, he presented a session on "The Building Blocks of Understanding an Actuarial Report – The Lego Approach." at PARMA.

In June 2015, he presented two sessions at PRIMA on "Understanding Actuarial Concepts Using LEGOs" and "Solvency Measures".

In July 2015, he presented a session at CCWC on "The State of Workers' Compensation Costs".

In March 2016, he presented two sessions at AGRIP on "Actuarial Forecasting & Reserving" and "Advanced Actuarial Concepts".

In May 2016, he presented a session at NLC-RISC on "Financial Ratios Benchmarks".

In June 2016, he presented a session at PRIMA on "Grasp Your Actuarial Report in 15 Minutes".

In June 2017, he presented a session at CAJPA on "Why Pooling Works", and a session at PRIMA on "Think Like an Actuary".

In September 2017, he presented a session at STRIMA on "Splitting the Bill, How to Allocate Cost of Risk".

2. **Ms. Tracy Fleck, ACAS, MAAA.** Ms. Fleck, a consultant and actuary at AGRC, will assist with the actuarial analysis.

Ms. Fleck has experience providing reserve and funding analysis for self-insured programs.

- 3 **Mr. Ziruo Wang.** Mr. Wang, an Actuarial Consultant at AGRC, will assist with the actuarial analysis.

Ms. Wang has experience providing loss projections, estimating outstanding losses and funding studies for self-insured workers compensation, automobile liability, general liability and hospital professional liability programs.

References

Entity (1)	Contact Name (2)	Phone Number (3)
Santa Ana Unified School District	Ms. Camille Boden Executive Director of Risk Management	(714) 558-5835
Fullerton School District	Ms. Laurie Bruneau Risk Manager	(714) 446-1066 laurie_bruneau@fullertonsd.org
Whittier Area Schools Insurance Authority	Ms. Jody Gray President, York Risk Services Group	(909) 608-7171 Jody.Gray@yorkrsg.com
Southern California Schools Risk Management	Dr. Karla M. Rhay Chief Administrative Officer	(909) 763-4900 KRhay@scsjpa.org
Schools Insurance Authority	Mr. Martin Brady Executive Director	(916) 364-1281 mbrady@sia-jpa.org
Ventura County Schools	Ms. Elizabeth Atilano Executive Director	(805) 383-1969 EAtilano@vcoe.org
Self-Insured Schools of California	Mr. Kim Sloan Chief Financial Officer	(661) 636-4882 kisloan@kern.org
Merced County Self Insured Group	Ms. Terri Prichard	(209) 389-4054
Tuolumne JPA	Ms. Norma Wallace Director	(209) 536-2035 nwallace@tcsos.us
Pomona Unified School District	Ms. Amy McElwain Director, Risk Management	(909) 397-4800 ext. 3884
Long Beach Unified School District	John F. Aube, ARM Risk Management Coordinator	(562) 997-8235 JAube@lbisd.k12.ca.us
Montebello Unified School District	Ms. Diana Cota Risk Management Business Services Division	(323) 887-7900 x2460 cota_diana@montebello.k12.ca.us
Bellflower Unified School District	Ms. Jody Moses, WCCP, ARM President	(714) 620-1336

Professional Fees

We propose the annual fixed fees in the table below.

Project	Annual Fixed Fees
Actuarial Study	\$3,950

The proposed fixed fees include telephone, postage and photocopying expenses. An invoice for the actuarial study will be submitted when the draft report is completed and is due upon presentation.

Duration

AGRC's services for this proposal begin on July 1, 2019 and end on December 31, 2019. The contract may be extended beyond the duration noted with formal written approval amending this contract. Services may not begin nor payment authorized prior to execution of this proposal by an authorized signatory of the Client.

Payment

AGRC will invoice the Client at project completion.

Project Risks

AGRC believes several risk factors exist that could materially affect timelines for deliverables or AGRC's ability to develop the analysis proposed herein. These include, but are not limited to:

- Lack of availability of key project personnel
- Misunderstanding of scope definition and success criteria
- Delays in providing information required for the proposed analysis (if any additional information not already held by AGRC is required)
- Changes in project scope, which can be made with a Change in Project Scope document agreed to by both Client and AGRC – AGRC notes that changes in project scope could potentially affect the engagement fee

In the event the project is cancelled by the Client prior to the project start date, AGRC reserves the right to charge for project start-up costs incurred.

Representations and Warranties

AGRC represents and warrants to Client that:

AGRC is an Illinois corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and AGRC has the full and unrestricted power and authority to execute, deliver and perform this proposal and such execution, delivery and performance have been duly authorized by all necessary action on the part of AGRC and the proposal, when executed and delivered by AGRC in accordance with the provisions hereof, will be a legal, valid and binding obligation of AGRC, enforceable against AGRC in accordance with its terms;

AGRC's execution and performance of this proposal or any Schedule shall not constitute a breach or default under any contract, instrument or agreement to which AGRC is a party or by which AGRC is bound and shall not violate or interfere with the rights of any other party;

The Services performed and the Deliverables tendered hereunder shall be of professional quality, conforming to generally accepted industry standards and practices for similar services and deliverables. The Services as delivered to Client will not infringe on any copyright, patent, trade secret, or other proprietary right held by any third party. THIS WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE;

The Services to be provided by AGRC are not of a legal nature, and AGRC shall in no event give, or be required to give, any legal opinion or provide any legal representation to Client. Aon recommends that Client seek the review of the Client's legal or tax advisors before taking action based upon AGRC's statements.

The Services will be performed only by AGRC and its bona fide employees, unless and to the extent Client has given its written consent to the subcontracting of any portion of the Services.

The Services will be performed in strict accordance with the requirements of this proposal, applicable professional standards and laws.

AGRC is not debarred, proposed for debarment, suspended or otherwise ineligible for participation in any federal procurement or non-procurement transaction.

Relationship

Consultant's employees assigned to perform Services hereunder shall be and remain employees of Consultant whether Services are performed at Consultant's facilities or Client's facilities and shall not for any purpose be considered Client's employees. Consultant shall be solely responsible for the payment of salaries and all matters relating thereto, including the withholding and/or payment of all payroll taxes, workmen's compensation, unemployment compensation, public liability, insurance-related benefits, vacation pay, holiday pay and all such additional legal requirements applicable to Consultant's employees.

Consultant's relationship to Client hereunder is one of independent contractor and nothing contained in this proposal or any Schedule shall be construed to imply that Consultant or any of Consultant's officers, employees or agents is an employee or agent of Client for any purpose. Consultant shall have no right, power or authority to create any obligation, expressed or implied, or to make any representation on behalf of Client, except as may be expressly authorized from time to time by Client in writing and then only to the extent of such authorization. Nothing herein is to imply an agency, joint venture or partner relationship between the parties.

Confidentiality

"Confidential Information" shall mean various trade secrets and confidential information of Client and/or a third party who has provided such information to Client, including, but not limited to any process, system, formula, pattern, model, device, compilation, or other information, information concerning manufacturing methods, operational methods, business and technology plans, distribution strategies, sales, costs, pricing, marketing, customers, the terms and conditions of this proposal, and research and development of Client or any information that Client deems to be confidential to its business unless same: (i) was already in AGRC's possession prior to its receipt from Client without restriction on its use or disclosure; (ii) is or becomes available to the general public through no act or fault of AGRC; or (iii) is rightfully disclosed to AGRC by a third party, and to the best of AGRC's knowledge, without restriction on its use or disclosure; or (iv) is demanded by any state or federal government agency or by court order provided that Client receives prior written notice of such disclosure.

AGRC will honor confidentiality regarding any data Client provides to AGRC during this engagement as well as any analysis conducted or conclusions derived from such data. Except as required by the Scope of Work, no Client-identifiable data shall be shared with parties other than AGRC or Client unless Client provides consent, which consent needs to be provided on a case-by-case basis, or compliance with any validly issued subpoena or court order is required. In turn, the techniques utilized and results produced by AGRC will not be shared by Client with any other party that could utilize the information to gain a competitive advantage against AGRC. AGRC will be responsible for any breach of these obligations by its employees or agents. AGRC agrees to take all necessary steps to protect any Confidential Information with the same degree of care that AGRC uses to protect its own confidential and proprietary information of like kind, but in no event less than a reasonable degree of care.

Upon any expiration or termination of this proposal and upon Client's written request, AGRC will promptly return to Client or destroy the originals and all copies of all Confidential Information (which destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such Confidential Information), as well as any equipment or other items, furnished by Client to AGRC. Notwithstanding the foregoing, AGRC may retain one archival copy of the Confidential Information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

AGRC gathers data containing information about our customers. This information may be shared among AGRC affiliated businesses. In addition to being used to provide services to AGRC customers, the information may be used

for business administration, business reporting, statistical analysis, marketing of AGRC products or services and providing consulting or other services to companies for which AGRC or its affiliates may receive remuneration. AGRC takes appropriate measures to protect the privacy and confidentiality of our AGRC customers as well as to comply with applicable laws and regulations. AGRC may use or disclose information about our customers if we are required to do so by law, AGRC policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

Due to the global nature of services provided by AGRC, the information/data you provide may be transmitted, used, stored and otherwise processed outside of the country where you submitted that information. If you have questions about AGRC data processing, please contact your AGRC consultant.

The requirements of this Confidentiality provision shall survive the termination of this proposal.

Client Responsibility

AGRC and Client acknowledge that the reliability of our services depends upon the accuracy and completeness of the data supplied to AGRC. Client accepts sole responsibility for errors or delays in services solely resulting from inaccurate or incomplete data supplied to AGRC, and acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by Client to AGRC. AGRC must receive promptly the information to deliver the Services as well as the Client's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Services, such as a change in the nature of the Client's products or equipment, systems, and/or processes that are the focus of AGRC's service(s).

Client agrees to provide its project data in the form agreed upon. Client understands and agrees that if data is submitted in a form other than agreed upon, Client shall pay AGRC, in addition to the fees set forth in the proposal the reasonable expenses incurred to merge/convert the data to the agreed upon form so long as AGRC has informed Client of such additional expenses and Client has consented in writing to those additional expenses prior to AGRC incurring such.

Limitation of Liability

Both parties further agree that AGRC and its personnel shall be released to the fullest extent permitted by applicable law from any and all claims, liabilities, costs and expenses attributable to any knowing misrepresentation by Client, its directors, its officers and/or its employees except for claims attributable solely to the negligence of AGRC. In no event shall AGRC be liable to the Client, whether in tort (including negligence), contract or otherwise for any amount, in the aggregate, in excess of three times the total fees paid by the Client under this proposal, except to the extent fully and finally determined by a court of competent jurisdiction to have resulted from the willful misconduct or fraudulent behavior of AGRC, and neither AGRC nor Client shall be liable to the other for any consequential, indirect, lost profit, lost opportunity or similar damages relating to AGRC's services provided under this proposal.

This Liability Limitation shall apply to the Client and extend to the Client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (hereinafter, each a "Client Group Member" and together, "Client Group") wherever located that seek to assert claims against AGRC, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Group Member" and together, "Aon Group"). Nothing in this Liability Limitation section implies that any Aon Group Member owes or accepts any duty or responsibility to any Client Group Member.

If the Client or any Client Group Member asserts any claims or makes any demands against AGRC or any Aon Group Member for a total amount in excess of this Liability Limitation, then the Client agrees to indemnify AGRC for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by AGRC or any Aon Group Member that exceeds this Liability Limitation.

As AGRC and Client intend the aforementioned limitation of liability clause to be enforceable, they agree that any over breadth in the clause shall not itself render the clause void, but rather, the clause shall be interpreted and enforceable to the fullest extent permitted by the law of the applicable state.

In addition, the Client agrees to indemnify and hold AGRC, its directors, officers and employees, harmless from and against any and all claims, suits, and demands, and the liabilities, costs and expenses resulting therefrom ("Claims"), that AGRC may incur relating to the Services under this proposal, except to the extent such Claims are fully and finally determined by a court of competent jurisdiction to have resulted from willful misconduct or fraudulent acts or omissions of AGRC in connection with such services.

No Solicitation

The parties agree that during the term of each Schedule issued pursuant to this proposal and for a period of one (1) year after the termination of each such Schedule, neither party shall directly or indirectly solicit for employment, without the permission of the other party, any person employed then or within the preceding one (1) year if such person performed the Services under such Schedule; provided that, (a) general solicitations of employment for employees published in a journal, newspaper or other publication of general circulation and not directed specifically toward one or more employees of the other party and any resulting offer to hire shall not be deemed to be in violation of this Section, and (b) this Section shall not prevent a party from offering to employ or employing any employees of the other party who contacts the hiring party on his or her own initiative with no direct or indirect encouragement by the hiring party.

Termination

At any time, the parties may terminate the Services under this proposal or under any Schedule by giving the other thirty (30) days written notice, in which event Consultant shall be reimbursed for Services performed prior to the effective date of such termination.

Either party may terminate this proposal by written notice to the other party if the other party (i) breaches or is in default of any material obligation under this proposal which default is incapable of cure or which, being capable of cure, has not been cured with ten (10) days after receipt of notice of such default or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition for protection under bankruptcy or insolvency law, or has wound up or liquidated its business.

Provisions of this proposal which by their express terms extend beyond expiration or termination or which by their nature so extend to give effect to their meaning will survive and continue in full force and effect after any expiration or termination of this proposal.

Force Majeure

The performance by either party or their approved subcontractors hereunder shall be subject to delays caused by an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, but not due to any act of the party claiming the force majeure event, new governmental laws, regulation or orders, acts or inaction of the other party, or any other cause beyond the reasonable control of a party.

In the event of any such delay, the times for performance will be extended accordingly for additional period(s) of delay. In the event, however that any such delay lasts for a period of forty-five (45) days, then either party may terminate this proposal immediately. In the event of such non-performance, the party which was delayed in its performance shall make reasonable efforts to promptly resume its performance hereunder.

Ownership

All data supplied by Client shall be and remain at all times the sole and exclusive property of Client.

AGRC will provide the Client with a report and/or certain other tangible items specified as deliverables ("Deliverables"), set forth in the "Scope of Services" section of the attached Proposal. The Deliverables, upon full and final payment to AGRC, shall become the property of the Client, except that AGRC owns or has rights to all products, processes, concepts, know-how, techniques, software, and methodology used, and records created or maintained, (collectively "Prior Works") for the production of the Deliverables, and Client shall gain no rights in or to them. To the extent that any Prior Works are contained in the Deliverables, AGRC hereby grants the Client, upon full and final payment to AGRC, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Prior Works in connection with the Deliverables.

Services and Deliverables are for the exclusive use of Client and are not to be relied upon by third parties.

Client acknowledges and agrees that AGRC is in the business of providing consulting services to clients utilizing AGRC's Prior Works, and nothing contained herein shall prohibit AGRC from using any of AGRC's general knowledge or knowledge acquired under this proposal to perform similar services for others.

Miscellaneous

Should any provisions of this proposal be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. Consultant shall not assign, delegate, convey, encumber or otherwise dispose of this proposal or any rights or obligations hereunder without the prior express written consent of Client. This proposal is fully assignable by Client and shall inure to the benefit of any assignee or other legal successor in interest of Client herein.

Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this proposal or any services provided to the Client by Consultant or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

This proposal shall be binding upon the successors, and/or legal representatives of the parties.

Entire Proposal

This proposal contains the entire understanding and agreement between the parties with respect to the subject matter described herein and supersedes and replaces all prior and contemporaneous agreements, whether written or oral, as to such subject matter. This proposal may be modified only by a written agreement signed by both parties. This proposal shall be governed by and construed in accordance with the laws of the State of New York without regard for its conflicts of law rules.

Proposal Acceptance

By executing this proposal, the Client has read all of the terms and conditions stated herein and fully understands their contents. The execution of this proposal confirms the Client's understanding and acceptance of those terms.

The signing of this proposal by an authorized signatory of the Client indicates that the Client hereby authorizes AGRC to proceed with the services as described herein. This document should be returned to Ziruo Wang.

This proposal is valid until October 31, 2019

	Client	AGRC
Signature:		<i>Mujtaba Datto</i>
Printed Name:		Mujtaba Datto
Title:		Actuarial Practice Leader
Date:		8/19/2019

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

SERVICE AGREEMENT
Agreement No. 201920-153

THIS AGREEMENT made and entered into this 24th of September, 2019 by and between AB Contact Center, 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.

Contact Center - potential student contact for scheduling

See attachment

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$3.00 per student, not to exceed \$1,500.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins July 1, 2019 and will terminate on or before June 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: AB Contact Center
Dept.:
Address: 6245 Carter Ct
Chino, CA 91710
Contact: John Martin Del Campo
Phone/email: johnmartindelcampo@gmail.com

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

DISTRICTDOWNEY UNIFIED SCHOOL DISTRICT


Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: November 5, 2019

SERVICE PROVIDERAB Contact Center


Signature

Print Name: John Del Campo

Print Title: owner

Date: 9/24/2019

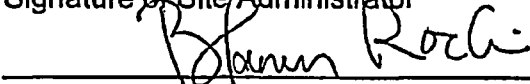
District use only below line

Account Number to be Charged 11.0-06390.0-46300-10000-5890-6285060

Blanca Rochin, Principal

Name and Title of Site Administrator-Please print

Signature of Site Administrator



9-25-19

Date

9-25-19

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-153

Page 4 of 4

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 5th day of November, 2020

BETWEEN:

CLIENT

Downey Unified School District
Downey Adult School
12340 Woodruff Ave, Downey, CA 90241
(the "Client")

CONTRACTOR

AB Contact Center
6245 Carter Ct, Chino, CA, 91710
(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Contact Center - Preview dialing, Scheduling appointments for new and older leads, into orientation. Provide daily and summary reports of all activities. Provide a daily report with a list of all calls made each day.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client a flat fee of \$3.00 for the Services (the "Compensation").

8. The Client will be invoiced as follows:

PER CALL

- At the end of every month an invoice will be submitted.

9. Invoices submitted by the Contractor to the Client are due within 15 days of receipt.

REIMBURSEMENT OF EXPENSES

10. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

11. All expenses must be pre-approved by the Client.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant

registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.
18. In the event that this Agreement is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Downey Adult School
12340 Woodruff Ave, Downey, CA 90241

- b. AB Contact Center
6245 Carter Ct, Chino, CA, 91710

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

24. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

26. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

29. This Agreement will be governed by and construed in accordance with the laws of the State of California.

SEVERABILITY

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 5th day of November, 2020.

Downey Unified School District
Downey Adult School

Per: _____ (Seal)

AB Contact Center

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated this 5th day of November, 2019

BETWEEN:

Downey Unified School District
Downey Adult School of 12340 Woodruff Ave, Downey, CA 90241
(the "Client")

OF THE FIRST PART

- AND -

AB Contact Center of 6245 Carter Ct, Chino, CA, 91710
(the "Contractor")

OF THE SECOND PART

BACKGROUND:

- A. The Contractor is currently or may be retained as an independent contractor with the Client for the position of: Outbound Contact Center. In addition to this responsibility or position (the "Retainer"), this Agreement also covers any position or responsibility now or later held with the Client.
- B. The Contractor will receive from the Client, or develop on the behalf of the Client, Confidential Information as a result of the Retainer (the 'Permitted Purpose').

IN CONSIDERATION OF and as a condition of the Client retaining the Contractor and the Client providing the Confidential Information to the Contractor in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Contractor.

2. The Contractor acknowledges that in any position the Contractor may hold, in and as a result of the Contractor's retainer by the Client, the Contractor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Client and which information is the exclusive property of the Client.
3. 'Confidential Information' means all data and information relating to the business and management of the Client, including but not limited to, the following:
- a. 'Customer Information' which includes names of customers of the Client, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Client;
 - b. 'Intellectual Property' which includes information relating to the Client's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - c. 'Marketing and Development Information' which includes marketing and development plans of the Client, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Client which have been or are being discussed;
 - d. 'Business Operations' which includes internal personnel and financial information of the Client, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Client, and the manner and methods of conducting the Client's business;
 - e. 'Product Information' which includes all specifications for products of the Client as well as work product resulting from or related to work or projects performed or to be performed for the Client or for clients of the Client, of any type or form in any stage of actual or anticipated research and development;

- f. 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of the Client, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
- g. 'Service Information' which includes all data and information relating to the services provided by the Client, including but not limited to, plans, schedules, manpower, inspection, and training information;
- h. 'Proprietary Computer Code' which includes all sets of statements, instructions or programs of the Client, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;
- i. 'Computer Technology' which includes all scientific and technical information or material of the Client, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;
- j. 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Client; and
- k. Confidential Information will also include any information that has been disclosed by a third party to the Client and is protected by a non-disclosure agreement entered into between the third party and the Client.

4. Confidential Information will not include the following information:

- a. Information that is generally known in the industry of the Client;

- b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Contractor;
- c. Information rightly in the possession of the Contractor prior to receiving the Confidential Information from the Client;
- d. Information that is independently created by the Contractor without direct or indirect use of the Confidential Information; or
- e. Information that the Contractor rightfully obtains from a third party who has the right to transfer or disclose it.

Confidential Obligations

- 5. Except as otherwise provided in this Agreement, the Contractor must keep the Confidential Information confidential.
- 6. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Client and will only be used by the Contractor for the Permitted Purpose. The Contractor will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Client or any associated affiliates or subsidiaries.
- 7. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Contractor in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.
- 8. The Contractor may disclose any of the Confidential Information:
 - a. to such employees, agents, representatives and advisors of the Contractor that have a need to know for the Permitted Purpose provided that:
 - i. the Contractor has informed such personnel of the confidential nature of the Confidential Information;
 - ii. such personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Contractor;
 - iii. the Contractor agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and

iv. the Contractor agrees to be responsible for and indemnify the Client for any breach of this Agreement by its personnel.

b. to a third party where the Client has consented in writing to such disclosure; and

c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

Non-Solicitation

9. Any attempt on the part of the Contractor to induce others to leave the Client's employ, or any effort by the Contractor to interfere with the Client's relationship with its other employees and contractors would be harmful and damaging to the Client. The Contractor agrees that from the date of this Agreement until August 24, 2025, the Contractor will not in any way, directly or indirectly:

a. induce or attempt to induce any employee or contractor of the Client to quit their employment or retainer with the Client;

b. otherwise interfere with or disrupt the Client's relationship with its employees and contractors;

c. discuss employment opportunities or provide information about competitive employment to any of the Client's employees or contractors; or

d. solicit, entice, or hire away any employee or contractor of the Client.

This obligation will be limited in scope to those persons that were employees or contractors of the Client at the same time that the Contractor was retained by the Client.

Ownership and Title

10. The Contractor acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Client. Accordingly, the Contractor specifically agrees and acknowledges that the Contractor will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Contractor may have created or contributed to the creation of that Confidential Information.

11. The Contractor does hereby waive any moral rights that the Contractor may have with respect to the Confidential Information.
12. The Confidential Information will not include anything developed or produced by the Contractor during the term of this Agreement, including but not limited to intellectual property, process, design, development, creation, research, invention, know-how, trade name, trademarks or copyright that:
 - a. was developed without the use of any equipment, supplies, facility or Confidential Information of the Client;
 - b. was developed entirely on the Contractor's own time;
 - c. does not relate to the actual business or reasonably anticipated business of the Client;
 - d. does not relate to the actual or demonstrably anticipated processes, research or development of the Client; and
 - e. does not result from any work performed by the Contractor for the Client.
13. The Contractor agrees to immediately disclose to the Client all Confidential Information developed in whole or in part by the Contractor during the term of the Retainer and to assign to the Client any right, title or interest the Contractor may have in the Confidential Information. The Contractor agrees to execute any instruments and to do all other things reasonably requested by the Client (both during and after the term of the Retainer) in order to vest more fully in the Client all ownership rights in those items transferred by the Contractor to the Client.

Remedies

14. The Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Client. Accordingly, the Contractor agrees that the Client is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Contractor, any of its personnel, and any agents of the Contractor, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

15. The Contractor agrees that, upon request of the Client, or in the event that the Contractor ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, or the expiration or termination of the Retainer, the Contractor will turn over to the Client all documents, disks or other computer media, or other material in the possession or control of the Contractor that:

- a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
- b. is connected with or derived from the Contractor's services to the Client.

Notices

16. In the event that the Contractor is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Contractor will give to the Client prompt written notice of such request so the Client may seek an appropriate remedy or alternatively to waive the Contractor's compliance with the provisions of this Agreement in regards to the request.

17. If the Contractor loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Contractor will immediately notify the Client and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

18. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

19. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

- a. Downey Adult School
12340 Woodruff Ave, Downey, CA 90241

b. AB Contact Center
6245 Carter Ct, Chino, CA, 91710

Representations

20. In providing the Confidential Information, the Client makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

Termination

21. This Agreement will automatically terminate on the date that the Contractor's Retainer with the Client terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

22. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

23. This Agreement may only be amended or modified by a written instrument executed by both the Client and the Contractor.

Governing Law

24. This Agreement will be construed in accordance with and governed by the laws of State of California.

General Provisions

25. Time is of the essence in this Agreement.
26. This Agreement may be executed in counterpart.

27. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
28. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
29. The Contractor is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Client in enforcing this Agreement as a result of any default of this Agreement by the Contractor.
30. The Client and the Contractor acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Client and the Contractor that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Contractor to give the Client the broadest possible protection to maintain the confidentiality of the Confidential Information.
31. No failure or delay by the Client in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
32. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Client and the Contractor.
33. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF Downey Adult School and AB Contact Center have duly affixed their signatures under hand and seal on this 5th day of November, 2019.

Downey Unified School District
Downey Adult School

Per: _____ (Seal)

DocuSigned by:
John Del Campo 9/24/2019
~~AB Contact Center~~

CERTIPOINT AUTHORIZED TEST CENTER™ AGREEMENT

This CATC™ AGREEMENT (the "Agreement"), is entered into as of the Effective Date (see Section 2), by and between Certiport®, a business of NCS Pearson, Inc., a corporation organized under the laws of the State of Minnesota, United States of America, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437 ("Certiport"), and Warren High School, organized under the laws of the State of California having its principal offices at 11627 Brookshire Ave, Downey, CA 90241, ("Company" or "Licensee") recognized hereinafter as a "CATC™."

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and

WHEREAS, Company owns and operates a testing center with facilities that meet Certiport's testing center technical requirements, as well as the CATC™ Guidelines, Policies, and Procedures described in Exhibit A and Company desires to have its facility recognized and appointed by Certiport as a "CATC™" in the Territory and/or Sector(s) as described in Exhibit B;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following terms shall have the following meanings for the purpose of this Agreement:
 - 1.1. "Assessment Exam" means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the Examinee with respect to the subject matter thereof.
 - 1.2. "CATC™" means Certiport Authorized Test Center, a party authorized pursuant to a license granted by Certiport to act as a testing center under the name "CATC™" to administer the Certiport Pathway Solutions and Methods.
 - 1.3. "CATC™ Policies, Guidelines and Procedures" or "the Guidelines" are minimum standards that Certiport requires all CATC™s meet and which are designed to ensure that Examinees are afforded the best possible training and examination environment, as further described in Exhibit A.
 - 1.4. "CATC™ Requirements" means minimum technical standards required by Certiport to be possessed by CATC™s in order to ensure an appropriate and effective education and testing environment for Examinees. Certiport reserves the right to change the CATC™ Requirements, set forth at the www.Certiport.com under Support Center.
 - 1.5. "Certification Exam" means a proctored certification examination intended, if passed, to attest to the competence of the Examinee with respect to the subject matter thereof.
 - 1.6. "Certiport Authorized Distributor" or "Distributor" means Certiport Authorized Resellers and/or Certiport Authorized Solution Providers.
 - 1.7. "Certiport Authorized Reseller" means a company that meets the criteria for country-level sales, and marketing of Certiport Pathway Solutions & Methods to customers.
 - 1.8. "Certiport Authorized Solution Provider" means a company that meets the criteria for country-level sales, marketing, training and support of Certiport Pathway Solutions & Methods to customers.

- 1.9. "Certiport Authorized Test Center Agreement" means the agreement between Certiport and a CATC™ authorizing the CATC™ to administer and deliver Assessment Exams and Certification Exams using the "CATC™" name.
- 1.10. "Certiport Exam Proctor" or "Proctor" means an individual who shall be trained by the CATC™ to be responsible for ensuring that Exams are conducted according to Certiport's standards.
- 1.11. "Certiport Pathway Solutions & Methods" or "Pathway Solutions & Methods" means the Certiport Products and Services as well as the training materials, systems training, operation and installation methodologies related to the Programs and/or Certiport Products and Services.
- 1.12. "Certiport Products and Services" or "Products or Services" means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests, and related products and services developed or distributed by Certiport from time to time.
- 1.13. "Certiport Technology" is defined as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and Certiport Products and Services developed and owned or licensed by Certiport. As between the parties, Certiport has and shall retain exclusive ownership of all rights, title and interest in and to Certiport Technology. To the extent that Company may be deemed to have any ownership interest in or to the Certiport Technology, Company hereby assigns and transfers to Certiport all such rights, title and interest that Company may have in such materials. Company acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Certiport Technology or any derivative work based thereon, and that this Agreement does not create or vest in it any right, title or interest in the Certiport Technology, or any derivative work based thereon. Certiport expressly reserves all rights in the Certiport Technology not expressly granted to Company in this Agreement.
- 1.14. "Data Processor" means Certiport and Company.
- 1.15. "Dispute" has the meaning set forth in Section 18.
- 1.16. "Effective Date" means the date set forth in the first paragraph above.
- 1.17. "Exam Expiration Date" means the last date on which an Exam within a particular Program may be administered by a CATC™.
- 1.18. "Examinee" means the end user of the Certiport Pathway Solutions & Methods.
- 1.19. "Exams" means Certification Exam(s) and/or Assessment Exam(s).
- 1.20. "Personal Data or Examinee Personal Data" means any information relating to an identified or identifiable Examinee.
- 1.21. "Practice Tests" means Certiport-owned or licensed products that prepare Examinees for Certification Exams by simulating the look, feel, timing and scoring of Certification Exams.
- 1.22. "Processing" means any operation or set of operations which is performed upon Examinee Personal Data, whether or not by automatic means, such as collection, use, recording, organization, storage, retrieval, or disclosure by transmission, ("Process", "Processes" and "Processed" shall have the same meaning).
- 1.23. "Programs" means the Certification Exam and/or Assessment Exam product groupings that Company has elected to participate in through Certiport's internet application process.
- 1.24. "Program Sponsors" or "Data Controller" means any company or organization which Certiport represents, including Certiport itself, for the purposes of developing and/or

selling Certiport Products and Services. Program Sponsors or Data Controllers are the organizations that determine the purpose and means of the Processing of Examinee Personal Data and have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification and who have contracted with Certiport to provide electronic testing services to Examinees who are seeking to demonstrate those qualifications. In addition, Certiport delivers computer-based Exams on behalf of itself and may from time to time be the Program Sponsor or Data Controller and a Data Processor.

- 1.25. “Renewal Term” has the meaning set forth in Section 2.
 - 1.26. “Sector” means the market sectors described in Exhibit B attached thereto and hereby incorporated by this reference.
 - 1.27. “Software” means all software provided by Certiport to the Certiport Authorized Distributor, or to CATC™s™ in the Territory, including without limitation, Certiport iQSystem™, Certification Pathways System, and other software related to the delivery and administration of Certiport Products and Services.
 - 1.28. “Support Staff” has the meaning set forth in Section 7.
 - 1.29. “Territory” means the geographic area described in Exhibit B attached hereto and hereby incorporated by this reference.
 - 1.30. “Training Materials” means any materials in electronic or paper format used for either teaching Examinees the skills covered in Certiport Products and Services, or for training CATC™ employees how to effectively use and incorporate Certiport Pathway Solutions & Methods.
2. Term. The term of this Agreement (“Term”) will commence on September 1, 2019 (the “Effective Date”) and will expire on September 1, 2020, unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
 3. License. Certiport hereby grants to Company a limited, non-exclusive, non-transferable, non-sublicenseable, non-assignable license and right to hold itself out to the general public as a CATC™, subject to the terms and conditions of this Agreement. Company agrees to, in all instances, abide by the terms of Certiport’s Branding Guidelines attached hereto as Exhibit C, and in the event that certain Program Sponsors require Company to do so, Company agrees to execute and abide by that Program Sponsor’s logo license agreement.
 4. No Authority of Company. This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between Company and Certiport. No party shall have any right to obligate or bind the other party in any manner whatsoever. All personnel of Company, including full and part-time employees and independent contractors, are and shall be considered employees or agents of Company, as applicable. Company assumes sole and full responsibility for their acts and omissions as such acts and omissions may impact Certiport. Company shall at all times during the term of this Agreement maintain such supervision, direction and control over its personnel and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto (including, if applicable, the withholding and/or payment of all Federal, State and local income,

unemployment, social security and other payroll taxes), workers' compensation, disability benefits and all other additional legal requirements of like nature applicable to such personnel.

5. Duties of Company.

- 5.1. General Business Conduct. Company agrees to conduct business in a manner that reflects favorably at all times on the Certiport Products and Services and the reputation of Certiport and, in connection therewith, not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Should Company fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the name, goodwill, reputation or image of Certiport or any of its affiliates, such conduct shall constitute a breach and shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.2. Territory and Sector Restrictions. Company understands and agrees that it shall serve only the Territory and Sectors(s) referenced in Exhibit B and no other without the prior written consent of Certiport. Breach of this provision shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.3. Compliance with CATC™ Policies. Company understands and agrees that it must meet the standards set forth in "CATC™ Policies, Guidelines and Procedures" attached hereto as Exhibit A and incorporated herein by reference. Company understands that the Guidelines are designed by Certiport to ensure an appropriate environment for delivery of the Certiport Products and Services and to protect the reputation of Certiport, and Company's agreement to obey the Guidelines is a material inducement to Certiport to enter into this Agreement with Company. Company understands and agrees that Certiport has the right, in its sole discretion, to amend the Guidelines from time to time and shall inform Company of any changes via email. Company's failure to comply with the Guidelines shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.4. Initial Purchase Requirement. Within thirty (30) days after the Effective Date of this Agreement, Company must purchase a minimum of ten (10) Exams. Purchases may be made from Certiport, or Company's designated Certiport Authorized Distributor. Failure of Company to satisfy this initial purchase requirement within thirty (30) days from execution shall result in a termination by Certiport of this Agreement but shall not relieve Company of its obligation to pay Certiport for all Exams purchased prior to termination. Notwithstanding the foregoing, no initial purchase requirement is required for U.S. federal, state and local government entities.
- 5.5. Subsequent Purchase(s). After satisfying its initial purchase requirement, Company may purchase additional Certiport Products and Services directly from Certiport, or Company's designated Certiport Authorized Distributor. In order to remain an active CATC, Company agrees to make an annual minimum purchase of ten (10) Exams. Once purchased, Company is not entitled to a refund of the purchase price of any Exam. Notwithstanding the foregoing, no annual minimum purchase requirement is required for U.S. federal, state and local government entities.

- 5.6. **Order Procedure, Price, Payment.** Company shall purchase Certiport Products and Services only from Certiport via the Certiport web portal, or if the Certiport web portal is not accessible, by telephone or by email; or from Company's designated Certiport Authorized Distributor recognized by Certiport as operating within the territory and/or sector(s) in which Company operates.
- 5.6.1. **Price.** The price for all Certiport Products and Services shall be as stated on the Certiport web portal. Certiport may modify, in its sole discretion, pricing of Certiport Products and Services upon thirty (30) days' advance notice to Company.
- 5.6.2. **Payment Terms.** When ordering from Certiport directly, Company shall pay for Certiport Products and Services by authorizing Certiport to charge a credit card of Company, or by wire transfer of funds to a bank selected by Certiport. Company shall pay the purchase price for Certiport Products and Services in U.S. Dollars. Company shall pay for all Certiport Products and Services upon purchase, unless Certiport, in its sole discretion, has granted other payment terms to Company. If Company fails to pay said amounts when due, Company shall pay to Certiport a late fee equal to two per cent (2%) per month of the unpaid amount. Certiport may deny Company access to Certiport Products and Services for which payment is past due whether purchased from Certiport, or Company's designated Certiport Authorized Distributor.
- 5.7. **Identification.** In all materials generated and published by the Company to market Certiport Products and Services, and in all physical locations used by Company to deliver Certiport Services, Company agrees to identify itself as a "CATC™" with clarity and in accordance with the reasonable instructions of Certiport, and abiding by all logo usage provisions of this Agreement, as amended by Exhibit C hereto. Locations and publications as referenced herein include but are not limited to: commercial listings, directories, stationery, collateral, websites, business cards, advertisements, and office facilities.
- 5.8. **Organizational Summary.** Within the first two weeks of each calendar quarter, and immediately upon responsible party contact changes, Company shall update any organizational and contact details that may have changed and which include, but are not limited to: corporate name, corporate owners, address, main telephone number, website URL, iQcenter administrator, IT manager, marketing manager, sales manager, Certified Professional Instructor, or Authorized Instructor, and any additional relevant employee names and their responsibilities as appropriate. (The complete set of required organizational data is found on the Certiport website under the "Contacts" sub-tab found in the "Org Profile" tab while logged in using the Organization Administrator role.) Furthermore, Company agrees to add the contact details of new full-time employees who will be organizational contact points to Company's organizational details on the Certiport website upon their hire.
6. **Promotional Material; Advertising.** Company agrees to use, in advertising and promoting the Certiport Products and Services, only those materials approved by Certiport in compliance with Program Sponsor marketing and logo usage guidelines. Should Company wish to use Program Sponsor logos, Company shall notify Certiport and shall sign the Logo License Agreement provided by Program Sponsor prior to using any such logos. Company warrants

that it will not use Program Sponsor Logo's without first executing a logo license agreement. Failure to abide by these terms will constitute a breach and result in termination as set forth in Section 16.1.

7. **Support Functions.** Company agrees to ensure that personnel having appropriate skills ("Support Staff") are provided to fulfill Company's duties hereunder. Support Staff may include employees of Company and/or independent contractors of Company. In particular:

- 7.1. **Certiport Systems Administrator.** Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport System Administrator trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport System Administrator certification can be obtained by passing the Certiport System Administrator Exam found at www.certiport.com.

- 7.2. **Certiport Exam Proctor.** Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport Exam Proctor trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport Exam Proctor certification can be obtained by passing the Certiport Proctor Exam found at www.certiport.com.

- 7.3. **CATC™ Support.** Company agrees to maintain Support Staff that is competent to answer and to use its best efforts to answer, all inquiries from Examinees regarding the Software and/or Certiport Products and Services.

- 7.4. **Advice to Certiport.** Company agrees to advise and escalate to Certiport promptly concerns about any material information that may come to Company's attention regarding the Certiport Products and Services, including without limitation, charges, complaints, or claims by Examinees and others about the Software and/or Certiport Products and Services.

- 7.5. **Parental Consent Form.** Before allowing an Examinee under the age of 18 to register and take an Exam, Company shall require the parent/legal guardian of the Examinee to complete and sign a Parental Consent Form. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request. The parental consent form can be found at www.Certiport.com by selecting "Exam Policies" under the "Testing Centers" menu item and then selecting the link for "Parental Consent Form".

8. **Processing of Examinee Personal Information.** Certiport and Company have agreed to the following requirements for the processing of Examinee Personal Data in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer of Examinee Personal Data by the Company to Certiport and for the transfer of Examinee Personal Data by Certiport to the Company.

- 8.1. Company agrees and warrants:

i. On behalf of the Program Sponsor and Certiport (when acting in the capacity as the Program Sponsor), Certiport instructs Company to process Examinee Personal Data (as applicable) for the purposes of (a) Examinee test registration and scheduling, and (b) transmission of Examinee Personal Data to Certiport. Such processing shall continue for the duration of the CATC Agreement. Types of Examinee Personal Data may include Examinee name, address, identification, test scores; and all other Examinee Personal Data as directed by Certiport.

ii. Company will process the Examinee Personal Data only on behalf of Certiport and its Program Sponsors in compliance with Certiport's instructions and as set forth in this Agreement; if Company cannot comply for whatever reasons, Company agrees to promptly inform Certiport of its inability to comply, in which case Certiport may suspend all Services provided by Company.

iii. Company confirms that it has no reason to believe that it is prevented, for any reason, from fulfilling its obligations under the Agreement. In the event that Company becomes aware that it is prevented from fulfilling its obligations under the Agreement, Company will promptly notify Certiport, and Certiport may have the right to immediately suspend all Services being provided by Company and Certiport may, in its sole discretion, terminate this Agreement.

iv. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively "technical and organizational security measures") for the protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in the delivery of Certiport Exams.

v. Company shall ensure that all Company personnel authorized to Process Examinee Personal Data are obligated to keep Examinee Personal Data confidential.

vi. To work in good faith and respond properly to all inquiries from Certiport relating to Company's processing of Examinee Personal Data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the Examinee Personal Data transferred.

vii. Company understands, acknowledges, and agrees that Examinees will be entitled to take action, against Company, as limited to Company's own processing activities, and to receive compensation from Company arising out of (i) a breach by Company due to Company's violation for not complying with instructions received by Company from Certiport, (ii) Company's violation of applicable international and data protection laws; (iii) failure by Company to implement or maintain technical and organizational security measures as described in the Agreement; (iv) failure by Company to promptly notify Certiport about any legally binding request for disclosure of Personal Data by law enforcement unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (v) any accidental or unauthorized access to Examinee Personal Data; and (vi) failure by Company to disclose promptly to Certiport a request received directly from a Examinee, unless Company has been otherwise authorized to handle (collectively "third party beneficiary rights").

viii. The Company agrees that if the Examinee invokes against it third-party beneficiary rights and/or claims compensation for damages under the Agreement, the Company will accept the decision of the Examinee: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the jurisdiction in which the Program Sponsor or Certiport (in the role of the Program Sponsor) is established. The parties agree that the choice made by the Examinee will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

ix. Where requested, the Company shall provide assistance as requested by Certiport and the Program Sponsor in connection with this Agreement, including but not limited to notifying the appropriate parties of a Examinee Personal Data breach, or, carrying out a data protection impact assessment.

x. The parties agree that on the termination of its data-processing services, the Company shall, at the choice of the Certiport, return, if any, all Examinee Personal Data transferred and any and all copies thereof to Certiport or Company shall destroy all of the Examinee Personal Data and certify to Certiport that it has done so, unless legislation imposed upon Company prevents it from returning or destroying all or part of the Examinee Personal Data transferred. In that case, the Company warrants that it will guarantee the confidentiality of the Examinee Personal Data transferred and will not actively process Examinee Personal Data transferred anymore.

9. Compliance with Law. Company agrees:

i. to conduct its business operations in accordance with all applicable United States and local laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., any local laws, and the United Kingdom Bribery Act.

ii. it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; (c) not achieve business results by illegal acts or unethical conduct; (d) prohibit Company's Support Staff and other employees, agents and subcontractors from offering, paying or authorizing financial, and/or any other item of value or other advantage to be given to any official or employee of any government or political party, political candidates, employees of government enterprises or any other person or entity, with knowledge or a reason to believe that such payment or promise to pay will be made to any government official (each, an Official) for the purposes of (i) obtaining an improper business advantage; (ii) influencing such Official to take, or not to take, any action or decision; or (iii) inducing such Official to use his or her influence to affect any act or decision of a government.

iii. it will not improperly influence, directly or indirectly, the sale of Certiport Products and Services by payments or other actions contrary to law or regulation.

iv. that no government official who is a principal, owner, officer, employee or agent of any entity in which Company has an interest will be involved in or used to influence the sale or purchase of the Certiport Products and Services, and no government official has any financial interest in the sale or purchase of the Certiport Products and Services.

v. to provide employees and any contracted individuals engaged by Company with a work environment free of coercion and harassment.

vi. to comply with the Export Administration Act which: (a) requires a license from the United States government prior to export or re-export of any materials, product or technical information; (b) requires compliance with destination restrictions; and (c) prohibits certain acts in furtherance of foreign boycotts.

vii. to comply with all applicable laws, regulations and standards (including but not limited to the United States Office of Foreign Asset Control ("OFAC") regulations, Specially Designated Nationals or Blocked Persons ("SDN") list or similar federal, state or other countries legislation on international trade law, and the Americans with Disabilities Act or similar federal, state or other countries disability or human rights laws).

In the event of any demonstrable breach by Company of any of its representations, warranties, or provisions of Section 9, Certiport may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Company shall forever forfeit all rights to all fees and commissions which shall accrue and/or have been earned but which have not been paid as of the date of such termination.

10. **Competition; Circumvention.** During the term of this Agreement, and for six (6) months after this Agreement is terminated, Company agrees that it will not, directly or indirectly, develop, administer, sell or license products or services that compete with the Certiport Products and Services to any person or entity for any purpose, in the Territory and Sector described in Exhibit B. Further, during the term of this Agreement and for six (6) months thereafter, Company agrees that it will not, directly or indirectly, buy or lease, as the case may be, any products or services that are the same as or similar to the Certiport Products and Services, from any of the Program Sponsors or third-party vendors for which Certiport provides the Certiport Products and Services to Company pursuant to this Agreement, and will take no action, whether directly or indirectly, by any medium of contact whatsoever, to circumvent or interfere in any manner with any relationship, opportunity or advantage that Certiport may have established with the Program Sponsors or third-party vendors, or interfere in any manner whatsoever with the business of Certiport.
11. **No Purchase or Sales Outside Territory or Sector(s).** Company shall not purchase or sell Products or Services outside the Territory, or Sector(s) specified in Exhibit B as described in Section 5.2 above.
12. **License of Software.** Certiport hereby grants to Company a limited, non-transferable, non-exclusive, license to use the Software for the sole purpose of operating its CATC™ in accordance with this Agreement. Company shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of the Software and all related documentation in its possession.
13. **Protection of Certiport Technology.** Company shall not re-engineer, reverse engineer, or manipulate in any way, Certiport Technology without express prior written permission from Certiport. Company shall not provide access to Certiport Technology to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Certiport shall retain all right, title and interest to Certiport Technology and any modification, enhancement, localization or extension of the Certiport Technology developed by Company during the term of this Agreement. Certiport hereby prohibits Company from disassembling, reproducing, modifying, or creating derivative works based on the Certiport Technology. Company shall not be entitled to use Certiport Technology for internal purposes except as specifically permitted by this Agreement. Certiport also prohibits sublicensing or assigning the rights of the Certiport Technology without the written consent from Certiport. Any violation of this Section 13 shall constitute a breach of this Agreement and result in termination pursuant to Section 16.1
14. **Limited Warranty; Limited Remedies.** Certiport makes no warranty concerning the Software or the Certiport Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Certiport shall not be liable to the Company for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same. Further, Certiport shall not be liable to Company for

any damages arising out of a breach of this Agreement for any amount greater than the average monthly amount paid during the term hereof to Certiport by Company.

15. **Ownership, Use, and Protection of Examination Data.** As between Certiport and its Program Sponsors and Company, Certiport and its Program Sponsors shall be the sole owners of all results of all Certification Exams and Assessment Exams, all data regarding Examinees and all compilations of the foregoing, and Company shall not have any interest therein. Company shall, at the request of Certiport, surrender to Certiport any such results and information. Company shall not use any such results, data or compilations, or disclose the same, for any purpose. Company shall also be responsible for protection of Examinee's personal data and Certiport specifically disclaims any liability for breaches of Company's obligations to protect such personal data. Certiport suggests that Company not request that Examinees provide Company with national identity numbers (such as Social Security numbers) but instead create unique identifying numbers for Examinees

16. **Termination.**

- 16.1. **By Either Party for Breach.** This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice identifying with specificity the cause if either party commits a breach of this Agreement and if such breach continues un-remedied for a period of ten (10) days after receipt by the other party of written notice thereof. Within three (3) days after receipt of a written notice to cure a breach, the breaching party must provide non-breaching party with a written detailed response that identifies how the breaching party will cure the breach within the ten (10) day time frame provided above. Should the breaching party fail to provide the written response within three (3) days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further, this Agreement may be terminated if either party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) either party is liquidated or dissolved.

- 16.2. **By Certiport.** Certiport may terminate this Agreement at any time, on thirty (30) days' written notice to Company. In addition, Certiport may, upon written notice to Company, terminate or alter this Agreement at any time as to any Products or Services, if any agreement between Certiport and any third party relating to the Certiport Products and Services is terminated, substantially changed, or modified.

- 16.3. **Duties of Company upon Termination.** Upon termination, Company shall immediately cease holding itself out as a CATC™, stop administering any Exams, remove all references to images and logos representing or relating to Certiport or to the Certiport Products and Services from any Company website, printed material, or retail storefront operated by Company. Further, if prior to termination Certiport has, pursuant to Section 5.6.2, granted payment terms to Company which permitted Company to avoid paying for the Certiport Products and Services at the time of ordering, all payments due to Certiport

from Company shall immediately become due and payable and shall be subject to the late payment provisions contained in Section 5.6.2.

17. **Suspension / Deactivation.** If Certiport determines, or has a reasonable basis to believe that Company, or its representatives, have committed or permitted misconduct or failed to comply with responsibilities, specifications, technical specifications, or other requirements in this Agreement or the Guidelines, Certiport may suspend testing, account access and Company's status as a CATC until it is resolved to Certiport's satisfaction.

18. **Disputes.**

18.1. **Arbitration.** If the parties fail to resolve any dispute, controversy, or claim between them arising out of, relating to, or concerning, this Agreement (a "Dispute") within forty-five (45) days after one party notifies the other that a Dispute exists, then such Dispute shall be settled exclusively by final and binding arbitration in the State of Minnesota, U.S.A., which arbitration may be initiated at the request of either party. The arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association. There shall be three (3) arbitrators, one selected by each party, and a third arbitrator selected by the first two arbitrators. The arbitration panel shall have no authority to award punitive or exemplary damages and the parties expressly waive their rights to any such damages. Notwithstanding the foregoing provisions, neither party shall be precluded from applying to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the issuance of a ruling by the panel of arbitrators. The written decision of the majority of the three (3) arbitrators shall be binding on both parties. The resulting arbitration award may be enforced by all lawful remedies, including, without limitation, injunctive or other equitable relief, in any court of competent jurisdiction and the agreement of the parties with respect to the arbitration of claims, controversies, or disputes under this contract is stipulated to be specifically enforceable under the provisions of the 1958 U.N. Convention of the Recognition and Enforcement of Foreign Arbitral Awards, to which the parties agree to be bound.

18.2. **Timing.** The parties are desirous of avoiding expensive and time-consuming proceedings, and desire that the entire process of arbitration, including issuance of award, be completed within ninety (90) days from receipt of request for arbitration. However, failure by the arbitrators to issue an award within the ninety (90) day time period shall not deprive the arbitrators of jurisdiction over the Dispute.

18.3. **Expenses.** Each party agrees to bear its own expenses and an equal share of the expenses of the arbitrators and the fees of the body administering the arbitration.

18.4. **Awards.** Any award rendered in such arbitration proceedings shall be payable in U.S. dollars, and judgment upon such award may be entered in any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement as the case may be, and may be payable to the winning party, at its option, in cash, by way of an offset against the winning party's accrued but

unpaid royalties, fees, or dividend under any agreement with the losing party, or by any combination of the above.

19. **Confidentiality.** Company acknowledges and agrees that: (a) confidentiality and security of Exams, exhibits and other materials related to Exams, and other materials related to Program Sponsor's standards, requirements and testing is highly confidential to Program Sponsor and to Certiport; and (b) information and data identifying or describing Examinees, Examinees' scores and performance, Examinees' participation in testing and other information relating to each Examinee is private, confidential information of Examinee and is highly confidential to Examinee, Program Sponsor and Certiport; and (c) the Software, applications, Exam files, manuals, CATC materials and related materials in any medium provided by Certiport are private and confidential business information of Certiport, and accordingly, Company will scrupulously maintain the security of the Exams, testing information and Examinee data and information described in (a) and (b) above, and will undertake all necessary and appropriate efforts, but never less than reasonable care, to protect the confidentiality of all of the information and materials described in this Section and to prevent any unauthorized use or disclosure. Confidential information also includes other information that should reasonably have been understood because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential information. Confidential information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement. Certiport's confidential information shall include any software provided hereunder. No information or materials provided under and pursuant to this Agreement will be used, disclosed or permitted to be used by Company for any purpose not expressly provided for in this Agreement. Company acknowledges and agrees that the requirements set forth in this Section are of the most critical importance to Certiport, Program Sponsors and Examinees and that any breach will likely result in severe damage. Each party acknowledges that it acquires only the right to use the confidential information of the other party under the terms and conditions of this Agreement for as long as this Agreement is in effect and does not acquire any rights of ownership or title in the confidential information. Each party agrees not to use such confidential information for any purpose not reasonably required by this Agreement. The requirements of this Section are perpetual and will survive the termination or expiration of this Agreement for any reason.

Notwithstanding anything herein, either party may disclose confidential information to the extent required or compelled by a court order, or local, state or federal law, or regulation, provided that the disclosing party, using best efforts, gives the other party written notice of the proposed disclosure with sufficient time to seek relief and that such disclosure, if made, is made in a fashion to maximize the protection of the confidential information from further disclosure.

Company recognizes and acknowledges that any use or disclosure of any confidential information by Company in a manner inconsistent with the provisions of this Agreement may cause Certiport irreparable damage for which remedies other than injunctive relief may be inadequate, and Company agrees that in any request by Certiport to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, Company will not maintain that such remedy is not appropriate under the circumstances. The

parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

20. Audit.

20.1. Certiport, its authorized representatives, or any Program Sponsor whose Exams are being administered at the CATC, may periodically inspect and audit the CATC operations and records during testing hours without advance notice. Company Administrators will cooperate fully with all such inspections and allow complete access to the CATC and all equipment, software, systems and records. Certiport may integrity shop or audit CATC, one or more times during each year. Company understands that it will receive no Exam delivery or registration compensation for such integrity shop.

21. Miscellaneous.

21.1. Entire Agreement. The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

21.2. Authority. Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.

21.3. Governing Law. This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of the State of Minnesota, United States of America, without giving effect to principles regarding conflicts of laws, and notwithstanding the requirements of United Nations Convention on International Contracts for the Sale of Goods, if applicable.

21.4. Indemnity. Company shall indemnify, defend and hold harmless Certiport from any and all claims by or liability to any third party from loss, damage or injury to persons or property based on or in any manner arising out of or relating to any breach by Company of any representation, warranty or covenant set forth in this Agreement. Company shall also indemnify, defend, and hold harmless Certiport of and from any claims by or liability to any third party for any loss arising from Company's normal business operations, including, but not limited to premises liability claims as well as any loss, damage, or injury to persons or property arising from the breach of any of Company's obligations to ensure that Examinee data is kept confidential.

- 21.5. **Force Majeure.** Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.
- 21.6. **Notices.** Any notice under this Agreement shall be addressed to the respective addresses of the parties as set forth in the preamble and shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.
- 21.7. **Headings.** The headings to the sections hereof are for convenience only and have no legal effect.
- 21.8. **Severability.** If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits and Addenda hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, Exhibits or Addenda unenforceable or invalid but rather the Agreement, Exhibits or Addenda, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 21.9. **No Assignment.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, Company may not assign its rights or delegate its duties hereunder without the express written consent of Certiport.
- 21.10. **Waiver.** Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.
- 21.11. **Taxes.** Company shall promptly pay, and reimburse and hold Certiport harmless from and against, all taxes of any character incurred by Company and resulting from the purchase and/or sale by Company of any Products or Services.
- 21.12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.
- 21.13. **Language.** Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.
- 21.14. **Publicity.** Company shall not issue any press release or publicity that relates to this Agreement without the express written consent of Certiport.

21.15. Review. Company acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, Company expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

Warren High School

NCS PEARSON, INC.

Signature: _____
Authorized Signature

Signature: _____
Authorized Signature

Name: _____

Name: Aaron Osmond

Title: _____

Title: VP & GM Certiport Business Unit

Date: _____

Date: _____

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

SERVICE AGREEMENT
Agreement No. 201920-173

THIS AGREEMENT made and entered into this 1st of July, 2019 by and between REACH, 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.
REACH Service provider to provide Assistive Technology Services to various students in the district at
nonpublic schools contracted with the DUSD
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 7920.00, not to exceed \$ 7920.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins July 1, 2019 and will terminate on or before June 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
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: REACH
Dept.: Assistive Technology Services
Address: 9300 Santa Fe Springs Rd.
Santa Fe Springs, CA 90670
Contact: Cheyanne Rodriguez, AT Specialist
Phone/email: 562-946-0467 ext. 107

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

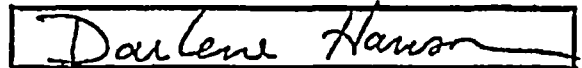


Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____



Signature

Print Name: Darlene Hanson

Print Title: Director of REACH
Communication Services

Date: October 15, 2019

District use only below line

Account Number to be Charged 01.0- 65000.0 -50010 - 31400 - 5804 - 7430000

Patricia G. Sandoval - Director of Special Education

Name and Title of Site Administrator Please print


Signature of Site Administrator

10/17/19
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-173

Page 4 of 4

CONSULTING SERVICES AGREEMENT

D.U.S.D. Agreement No. 201920-175

This Agreement is entered into effective the 1st day of November, 2019 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Downey Unified School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until July 31, 2020, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.


- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
DOWNEY UNIFIED SCHOOL DISTRICT

Signed: 

Signed: _____

By: Geoffrey L. Kischuk

By: Christina Aragon

Title: President

Title: Associate Superintendent, Business Services

Date: October 1, 2019

Date: November 5, 2019

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results will be separated between three employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested by Customer at the fee shown in Schedule 2. Services also do not include a funding valuation unless requested by Customer at the fee shown in Schedule 2

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$6,660; and for the roll-forward valuation a fee of \$3,330; for a total of \$9,990 over two years. Amounts would be due as follows:

\$3,330 within 30 days of executing the contract (in fiscal 2019-20);
\$3,330 within 30 days after delivery of draft full valuation report (also in fiscal 2019-20)
\$1,665 by May 30, 2020 for the deposit for the roll-forward valuation
\$1,665 within 30 days after delivery of draft roll-forward valuation report (in fiscal 2020-21)

Optional services: In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting. Also in addition, to all of the above fees, Customer will pay Consultant \$2,200 for each "funding valuation" requested by Customer. Neither the meeting fee nor the fee for a "funding valuation" shall be subject to the above discount or to any other discounts.

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

SERVICE AGREEMENT
Agreement No. 201920-176

THIS AGREEMENT made and entered into this 4th of October, 2019 by and between Autry Museum of the American West, 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.
Pre-visit with teachers, pre-lesson materials, hour-long hands-on classroom visits for 3rd-5th grade
classes by museum staff, lessons using primary & secondary sources to develop critical thinking skills.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 18,500.00, not to exceed \$ 18,500.00 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 8/14/19 and will terminate on or before 6/15/20 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: Autry Museum of the American West
Dept.: Education Outreach
Address: 4700 Western Heritage Way
Los Angeles, CA 90027
Contact: Katherine Herman
Phone/email: kherman@theautry.org

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

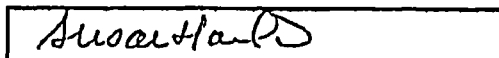
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: November 5, 2019

SERVICE PROVIDER

Autry Museum of the American West



Signature

Print Name: Susan Harlow

Print Title: EVP, Development

Date: October 8, 2019

District use only below line

Account Number to be Charged 01.0-92006.0-11100-10000-5804-7486300

Jennifer Robbins, Director, Elementary Education

Name and Title of Site Administrator-Please print



Signature of Site Administrator

10/8/19

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-176

Page 4 of 4

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

SERVICE AGREEMENT
Agreement No. 201920-177

THIS AGREEMENT made and entered into this 30th of July, 2019 by and between Insight Shooting Range, 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.

Firing range services for security guard classes

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$, not to exceed \$ 5,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 7/01/2019 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: Insight Shooting Range
Dept.: _____
Address: 17020 Alburtils Ave
Artesia, CA 90701
Contact: Mike Pak
Phone/email: 213-503-2794 cell, insightrange@yahoo

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

Insight Shooting Range

Signature

Print Name: MIKE PAK

Print Title: OWNER

Date: 8/27/19

District use only below line

Account Number to be Charged 11.0-06390.0-46300-10000-5890-6285060

Blanca Rochin, Principal

Name and Title of Site Administrator-Please print

Blanca Rochin

9-25-19

Signature of Site Administrator

Date

Blanca Rochin

9-25-19

Signature of Program Director ONLY IF using categorical funds

Date

8/20/18

INSIGHT SHOOTING RANGE

17020 Alburdis Ave

Artesia, CA 90701

PH: 562-860-4365

RANGE FEE

RANGE FEE during non-business hours \$300.00 p/hr. (8:00a.m.-1:00pm)

RANGE FEE during normal business hours 7 lanes \$150.00 per hour

Firearm rental \$15.00 per student

Ammunition price:

45acp \$19.00 plus tax

40s&w \$19.00 plus tax

9mm \$16.00 plus tax

38spl \$18.00 plus tax

357mag \$19.00 plus tax

TARGETS \$0.85 - \$1.50

EAR/EYE PROTECTION \$1.00

*PRICES SUBJECT TO CHANGE

** 50 rds per box

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

SERVICE AGREEMENT
Agreement No. 201920-178

THIS AGREEMENT made and entered into this 7th of August, 2019 by and between De Cuffa's Piano Tuning and Repair, 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.
routine piano tuning, maintenance, and repairs as requested by the M.O.T. Services Department

during the 2019/20 fiscal year.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$3,000.00, not to exceed \$3,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins August 7, 2019 and will terminate on or before June 30, 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/dbblack@dusd.net

SERVICE PROVIDER

Name: De Cuffa's Plano Tuning and Repair
Dept.: N/A
Address: 14819 E. Light Street
Whittier, CA 90706
Contact: Michael De Cuffa
Phone/email: mikewtheblast@aol.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]

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Michael De Cuffa
[Signature]

Signature

Print Name: Michael De Cuffa

Print Title: Owner

Date: 8/19/2019

District use only below line

Account Number to be Charged _____

Name and Title of Site Administrator-Please print

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-178

Page 4 of 4

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

SERVICE AGREEMENT
Agreement No. 201920-179

THIS AGREEMENT made and entered into this 11th of October, 2019 by and between Talin Babikian, PhD, ABPP, 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.

Psycho educational evaluation (GL)
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 4,000.00, not to exceed \$ 4,000.00 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 October 11, 2019 and will terminate on or before January 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/dblack@dusd.net

SERVICE PROVIDER

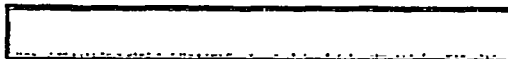
Name: Talin Babikian, PhD, ABPP
Dept.: Clinical Neuropsychologist
Address: 11845 W. Olympic Blvd, Ste. 705 W
Los Angeles, CA 90064
Contact: Talin Babikian, PhD, ABPP
Phone/email: 310-855-4552, talinbabikian.com

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

DISTRICT

SERVICE PROVIDER

DOWNEY UNIFIED SCHOOL DISTRICT

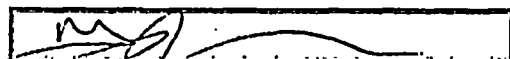


Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____



Signature

Print Name: Talin Babikian

Print Title: Neuropsychologist

Date: 10-14-19

District use only below line

Account Number to be Charged 01.1-65000.0-50010-31200-5817-7430000

Patricia G. 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

Downey Unified School District
Service Agreement No. 201920-179

Page 4 of 4

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

SERVICE AGREEMENT
Agreement No. 201920-180

THIS AGREEMENT made and entered into this 15th of October, 2019 by and between PEBSAF **See Full Name Below**, 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.

Consultant Name: Parent Education Bridge for Student Achievement Foundation

Providing a Parent Workshop on "Bullying and Cyberbullying Prevention" at Griffiths Middle School
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 374.00, not to exceed \$ 374.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and Included with the agreement.
4. **Term.** The term of this agreement begins 10/10/2019 and will terminate on or before 10/10/2019 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/dbblack@dusd.net

SERVICE PROVIDER

Name: Parent Education Bridge for Student
Dept.: Achievement Foundation
Address: P.O. Box 5171
Whittier, CA 90607-5171
Contact: David Marquez, Director
Phone/email: 714-494-9270

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

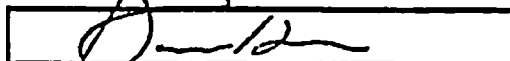
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

PEBSAF



Signature

Print Name: David Marquez

Print Title: Director

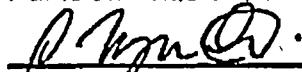
Date: 10/15/19

District use only below line

Account Number to be Charged 01.0-30100.0-11100-10000-5804-3220000

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

Name and Title of Site Administrator-Please print



Signature of Site Administrator

10/15/19

Date



Signature of Program Director ONLY IF using categorical funds

10/15/19

Date

Downey Unified School District
Service Agreement No. 201920-180

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

SERVICE AGREEMENT
Agreement No. 201920-183

THIS AGREEMENT made and entered into this 17 of October, 2019 by and between Speechcom, Inc., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Contractor will provide California Licensed Pathologists (SLP) who will provide

services to students within the DUSD - SELACO - DHH Program.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ See Attached Rate Sheet, not to exceed \$65,000 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 October 21, 2019 and will terminate on or before June 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

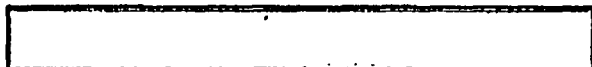
SERVICE PROVIDER

Name: Speechcom, Inc.
Dept.: Contracts
Address: 2850 Artesia Blvd # 107
Redondo Beach, CA 90278
Contact: Anna Weber
Phone/email: aweber@speechcom.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

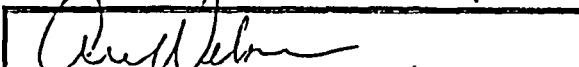
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Speechcom, Inc.



Signature

Print Name: Anna Weber

Print Title: President & CEO

Date: 10/21/19

District use only below line

Account Number to be Charged 01.0-65000.0-57501-11900-5804-7435000 - DHH SDC 100%

Rebecca Piepho-Su / Principal / DHH Program

Name and Title of Site Administrator-Please print



Signature of Site Administrator

10-21-19

Date

Signature of Program Director ONLY IF using categorical funds

Date

RATE SHEET



SPEECHCOM, INC. RATE PROPOSAL

DATE: 06/26/2019

FOR: Downey Unified School District

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

SERVICES PROVIDED

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

THE SERVICE:

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

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

SERVICE AGREEMENT
Agreement No. 201920-185

THIS AGREEMENT made and entered into this 2nd of October, 2019 by and between Western Indoor Environmental Services, 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.

Semi-annual exhaust hood cleaning for all district kitchens
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 8400.00, not to exceed \$ 9,999 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 October 2, 2019 and will terminate on or before June 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Western Indoor Environmental Services
Dept.: _____
Address: 2609 W. Beverly Blvd.
Montebello, CA 90640
Contact: Tony Rosario
Phone/email: 626-485-9255 / tony@westernindoor.cor

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

Western Indoor Environmental Services

Signature

Print Name: Tony Rosario

Print Title: Sr. Estimator

Date: 10.2.19

District use only below line

Account Number to be Charged _____

Marc Milton, Director, Food Services

Name and Title of Site Administrator-Please print

Signature of Site Administrator

10-18-19

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. 201920-186

THIS AGREEMENT made and entered into this 17 of October, 2019 by and between The Stepping Stones Group, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Contractor will provide California Licensed Pathologists (SLP) who will provide
services to students within the DUSD - SELACO - DHH Program.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ See Attached Rate Sheet, not to exceed \$65,000 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 October 21, 2019 and will terminate on or before June 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: The Stepping Stones Group
Dept.: Contracts
Address: 3333 Michelson Ave
Irvine, CA 92614
Contact: Susan LeFaber
Phone/email: susan@thesteppingstonesgroup.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]
Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

The Stepping Stones Group

[Signature]
Signature

Print Name: Halyna R Olsen

Print Title: Regional Market President

Date: 10/18/2019

District use only below line

Account Number to be Charged 01.0-65000.0-57501-11900-5804-7435000 - DHH SDC 100%

Rebecca Plepho-Su / Principal / DHH Program

Name and Title of Site Administrator-Please print

Rebecca Plepho-Su
Signature of Site Administrator

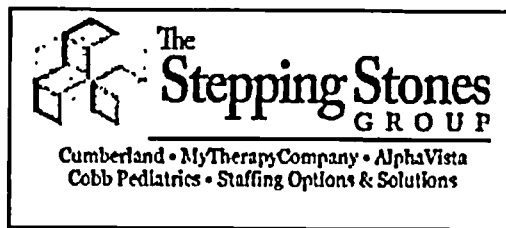
10-21-19
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-186

Page 4 of 4



**DOWNEY UNIFIED SCHOOL DISTRICT
2019 – 2020 School Year**

RATE SCHEDULE

• Speech Language Pathologist (SLP)	\$83.00	(All rates are hourly)
• Speech Language Pathologist Assistant (SLPA)	\$69.00	
• Occupational Therapist (OT)	\$79.00	
• Occupational Therapist Assistant (COTA)	\$68.00	
• Physical Therapist (PT)	\$80.00	
• School Psychologist (PSYCH)	\$86.00	
• Special Education Teachers	\$76.00	(RSP, SDC, TVI, DHH)
• Licensed Social Worker (LSW)	\$78.00	
• School Nurse (RN)	\$75.00	
• School Nurse (LVN)	\$51.00	

**For any questions, please contact Susan LeFeber at: (949) 394 - 6512
susan@thestepplingstonesgroup.com**

October 7, 2019

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

SERVICE AGREEMENT
Agreement No. 201920-188

THIS AGREEMENT made and entered into this 25 of October, 2019 by and between Omar Khan Productions, 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.

Omar Khan Productions will provide music services to a group of 150 Warren High School students

from 6-9 PM at the Link Crew's Fright Night

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$400, not to exceed \$400 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 10/25/2019 and will terminate on or before 10/25/2019 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: Omar Khan Productions
Dept.: _____
Address: 9483 Mountain Shadows Pl
Rancho Cucamonga CA, (1730
Contact: Omar Khan
Phone/email: 818-468-1688

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: November 5, 2019

Signature

Print Name: OMAR KHAN

Print Title: OWNER

Date: 10/10/19

District use only below line

Account Number to be Charged 01-0-03000.0-11100-10000-4310-4260230

Russ Heicke, Assistant Principal

Name and Title of Site Administrator-Please print

Signature of Site Administrator

10/11/19

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-188

Page 4 of 4

DOWNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES
No. 201920-184

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

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

Lina Gufierrez-Ibarra, ("CONSULTANT"), to provide

services under the direction of:

<u>Blanca Rochin</u>	<u>Downey Adult School</u>
(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)*

Instruction for Sewing 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 \$ 6,000.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

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.

Lina Gutierrez Ibarra
Consultant Name

Lina Gutierrez Abana
Signature

Rev. 06/21/18

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

SERVICE AGREEMENT
Agreement No. 201920-189

THIS AGREEMENT made and entered into this 11 of October, 2019 by and between Tikiz Shaved Ice cream & Warren High Sch, 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.

Serves up to 150 students a small shaved ice or ice cream.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$475, not to exceed \$475 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 10/11/19 and will terminate on or before 10/11/19 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/dblack@dusd.net

SERVICE PROVIDER

Name: C&F SHAVED ENTERPRISES
Dept.: _____
Address: 1442 OLDENBURG LN
92860 NORCO CA
Contact: FABRICE SENE
Phone/email: 323-919-6930 FABRICE@TIKIZ.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: November 5, 2019

SERVICE PROVIDER

C&F SHAVED ENTERPRISE

Signature

Print Name: FABRICE SENE

Print Title: OWNER

Date: 10/11/19

District use only below line

Account Number to be Charged 01.0-00000.0-11100-10000-4310-4261500

Russ Helcke, Assistant Principal

Name and Title of Site Administrator-Please print

Signature of Site Administrator

10/15/19

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-189

Page 4 of 4

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

SERVICE AGREEMENT
Agreement No. 201920-190

THIS AGREEMENT made and entered into this 18 of October, 2019 by and between RTC Engraving, 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 engraving of 5 names for hall of fame (see attached quote for names to be engraved)

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 1,760.00, not to exceed \$ 1,760.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 10/19/19 and will terminate on or before 10/25/19 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/dblack@dusd.net

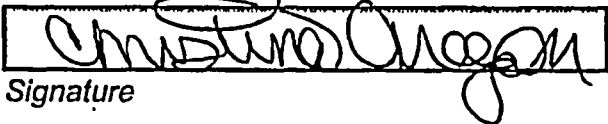
SERVICE PROVIDER

Name: RTC Engraving
Dept.: _____
Address: 647 S. Palm St Unit H
Contact: Aimee Rosendahl
Phone/email: 562-697-5251 rtctile@sbcglobal.net

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT


Signature

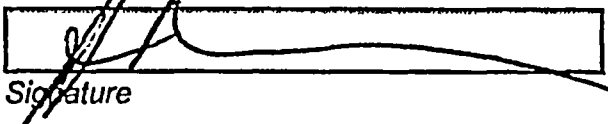
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: 10/31/19

SERVICE PROVIDER

RTC Engraving


Signature

Print Name: Aimee Rosendahl

Print Title: Owner

Date: 10/18/2019

District use only below line

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

Tom Houts, Principal

Name and Title of Site Administrator-Please print

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date



Code 42 Software, Inc.
100 Washington Ave South, Suite 2000
Minneapolis, MN 55401
This quote expires on: 10/31/2019
D.U.S.D. Agreement No. 201920-193

Quote

Your purchase and use of the products on this quote is governed by the master agreement between you and Code42 Software, Inc. ("MSA"). If no master agreement applies, "MSA" means the Master Services Agreement available at https://support.code42.com/Terms_and_conditions, which you accept by signing this quote or placing a purchase order against this quote.

Quote Details

Customer Bill To	Customer Sold To
Downey Unified School District 11627 Brookshire Ave Downey, CA 90241-4911 US	Quote Number: Q-150928 Security Model: Code42 Cloud Master Authority Location: Code42 Cloud, US Reg Key: Reg Key: SMRU-HHTM-K97S-CWPS Payment Terms: Net 30 Sales Rep: Dan Noehring / dan.noehring@code42.com Bundled Product Details: Support Level - Premier Included Cloud - US

Customer Information	Customer Sold To
Account: Downey Unified School District Name: Donna Villalobos Phone: +1.562.904.3500 Email: dovillalobos@dusd.net	Account: Downey Unified School District Name: Andrew Black Phone: 5624696903 Email: anblack@dusd.net

Products

Product Name	Annualized Unit Price	Pro-rated Unit Price	Quantity	Start Date	End Date	Total
Next-Gen DLP Gold	USD 69.50	208.11	1,300	11/7/2019	11/6/2022	USD 270,543.00
Next-Gen DLP Gold	USD 69.50	212.48	100	10/15/2019	11/6/2022	USD 21,248.00
Authority Migration Services - Standard	USD 0.00	0.00	1			USD 0.00
TOTAL:						USD 291,791.00

If you have purchased Technical Services that Code42 will perform onsite, you will pay Code42's reasonable, pre-approved travel and expense costs associated with the performance of those Technical Services. Code42 will invoice you as the expenses are incurred, and you will pay the invoice in accordance with the terms of the MSA.

Additional Terms

Billing Schedule:

This Order includes a non-cancelable (except if expressly permitted in the MSA) multi-year subscription for the products and services shown above during the applicable Subscription Term. Code42 will invoice you annually, at the beginning of each annual period during the Subscription Term. Code42 will invoice you for any Technical Services, hardware, and training on this Quote on the date that Code42 accepts your Order.

The total fees you owe for your Order are USD 291,791.00, payable as follows, unless otherwise expressly provided in the Agreement:

- 1st payment due in 30 days from the initial invoice date: USD 97,191.00
- 2nd payment USD 97,300.00
- 3rd payment USD 97,300.00

Signature for Quote Number: Q-150928 with TOTAL USD 291,791.00

By signing below, you acknowledge that you have carefully read, fully understand and accept this quote and the MSA.

CUSTOMER ACCEPTANCE

Company: Downey Unified School District

Signature: _____

Name (Print): Christina Aragon

Title: Associate Superintendent, Business Services

Date: October 22, 2019

The offer to sell you the products on this quote is expressly conditioned on your acceptance of the MSA. Code42 objects to, and rejects, any additional or different terms and conditions on any purchase order or other business form that you provide in acceptance of this quote.

If Customer has executed this quote after the service start date above, Code42 may adjust the service start date to coincide with the processing date of the order for the products listed. If such an adjustment is made to the start date, the service end date will also be extended by the same number of days, and there will be no impact to the total quote price. The revised subscription start and end dates will be reflected on the invoice.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is a quote not an invoice. Notwithstanding anything to the contrary in the underlying agreement between the parties, any terms and conditions in any purchase order or similar documents issued by Customer shall be null and void.

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

SERVICE AGREEMENT
Agreement No. 201920-196

THIS AGREEMENT made and entered into this 21 of October, 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 20 hours of Supplemental Academic Services for B.S. (Student #730047).
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$85.00/hour, not to exceed \$1,700.00 for the services. SERVICE PROVIDER shall provide an Invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 11/5/19 and will terminate on or before 6/30/20 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER


Name: Haynes Family of Programs
Dept.: S.T.A.R. Academy
Address: P.O. 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

SERVICE PROVIDER

DOWNEY UNIFIED SCHOOL DISTRICT

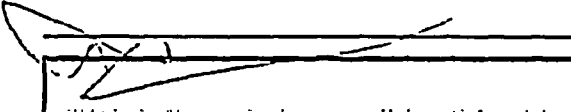


Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____



Signature

Print Name: Daniel Maydeck

Print Title: CEO/President

Date: 10/21/19

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

10/22/19
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-196

Page 4 of 4



HAYNES

EDUCATION CENTER

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 1 hour of indirect services as "Final Session/SSR."

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

SERVICE AGREEMENT
Agreement No. 201920-197

THIS AGREEMENT made and entered into this 21 of October, 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.
80 hours of Supplemental Academic Services for RyCI (Student #728809)

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$85.00/hour, not to exceed \$6,800.00 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 11/5/19 and will terminate on or before 6/30/21 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **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.
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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
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

SERVICE PROVIDER

DOWNEY UNIFIED SCHOOL DISTRICT

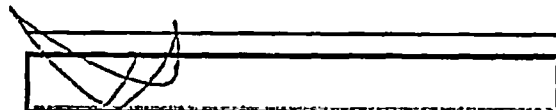


Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____



Signature

Print Name: Daniel Maydeck

Print Title: CEO/President

Date: 10/21/19

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

10/22/19
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-197

Page 4 of 4



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
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(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 1 hour of indirect services as "Final Session/SSR."

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

SERVICE AGREEMENT
Agreement No. 201920-198

THIS AGREEMENT made and entered into this 23 of OCTOBER, 2019 by and between MIKE BROWN GRANDSTANDS, 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.
Rental Cost for rising bleachers 42' x 12 rows rolling grandstand units. Delivery, setup, rental and removal included. Delivery and set up at the Warren High football stadium.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 14,400.00, not to exceed \$ 14,400.00 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 10/23/2019 and will terminate on or before 11/04/2019 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.

Notwithstanding any other provisions of this Contract, such Indemnity applies only to the extent caused by the negligence or willful misconduct of the Contractor or anyone employed directly or indirectly by Contractor or by a supplier or subcontractor to Contractor.

The contractor is responsible only for the structural integrity of its work. Use and operation of the rental equipment is the responsibility of others.

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: MIKE BROWN GRANDSTANDS, INC.
Dept: _____
Address: P.O. Box 2185
IRVINDALE CA 91706
Contact: BILL GALLIMORE
Phone: (562) 546-5466 (ext 20) 303 5112
Email: Bill@mbgs.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

MIKE BROWN GRANDSTANDS, INC

Signature

Print Name: BILL GALLIMORE
Print Title: PRESIDENT

Date: 10/25/19

District use only below line

Account Number to be Charged 01 . 0 - 00000 . 0 - 00000 - 27000 - 5637 - 4251500

John Shook, Director - M.O.T.

Name and Title of Site Administrator-Please print

Signature of Site Administrator

10-25-2019

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-198

Page 4 of 4

Mike Brown Grandstands, Inc.

P.O. Box 2185 ~ Irwindale, CA 91706
Ph: (626) 303-5112 Fx: (626) 303-5115

CONTRACT 12179 BG

BILL TO: Downey Unified School - District
Diana Vazquez
11627 Brookshire Ave
Downey , CA 90241

SITE LOCATION: Warren High School
8141 DePalma Ave
Downey . CA 90241

[illegible]

This proposal shall represent the full and complete Agreement between the parties when signed by the Lessee and returned to us. Notwithstanding the foregoing, this Agreement is subject to availability of the material and equipment described herein as of the date the fully executed Agreement is received by us. This Agreement is subject to the terms and conditions set forth on the back page hereof, which terms and conditions are made part of this Agreement.

Lessee Downey Unified School - District

Diana Vazquez

By

John Shook

Lessor **Mike Brown Grandstands, Inc.**

Bill Galimore

Date _____

October 4, 2019

Terms and Conditions

Mike Brown Grandstands, Inc.

P.O. Box 2185 ~ Irwindale, CA 91706
Ph: (626) 303-5112 Fx: (626) 303-5115

CONTRACT 12179 BG

1. Lessor hereby leases to the Lessee, and Lessee hereby leases from Lessor, the material and equipment described on the face side of this agreement (Hereinafter called "equipment"), and agrees to provide the services incident thereto at the price set forth here in and subject to the following terms and conditions:
2. This is a lease agreement only and the equipment shall remain the personal property of Lessor. Lessee shall not sublet, encumber or dispose of said equipment or do anything which might suggest to third parties that Lessee has any power to do so. The equipment shall not be removed from the place of installation without the express written consent of Lessor, and Lessee shall not remove, cover or interfere with Lessor's identification or advertising labels attached to the equipment.
3. Lessee assumes all risks and liability for the use and operation of the equipment and for personal, injuries and property damage arising from or incidental thereto; and Lessee shall protect, defend, indemnify and save harmless Lessor against any and all claims, demands or causes of action of every kind arising in favor of any person, including but not limited to Lessee, his guests and employees of Lessor and Lessee, on account of personal injuries or death, or damage to property, growing out of, incident to or resulting directly or indirectly from the performance of this lease agreement, from any cause whatsoever unless such claims, demands or causes of action arise solely through the negligence of Lessor.
4. Lessee agrees to provide, at his expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the equipment, and access to such space. Prior to the time fixed for the dismantlement and removal of the equipment, Lessee shall remove all personal property installed or placed on the equipment by Lessee or any other party, and upon dismantlement of the equipment, Lessor shall have no obligation to provide protection for such personal property of Lessee or third party which had theretofore been protected by Lessor's equipment or to move, remove or dismantle such personal property or to dispose of any rubbish or refuse on Lessee's premises not directly attributable to the removal of Lessor's equipment. In the event that any such personal property is not removed as required herein prior to the dismantlement and removal of the equipment, Lessor may nonetheless enter the premises, move or remove any of such personal property at Lessee's risk and cost, and dismantle and remove the equipment without further notice, and Lessee hereby indemnifies Lessor from any cost, expense or liability arising therefrom.
5. Lessor shall deliver and install the equipment at such reasonable times, as it deems best for safety and scheduling, allowing time for Lessee's decoration and pre-event arrangements. Lessee shall advise the Lessor as to the existence and location of any underground cables, pipes, conduits, etc. In the absence of such advice Lessor can assume no underground obstructions exist. Although Lessor will endeavor to minimize damage to Lessee's lawn, plantings, underground utilities and premises generally (including power failures and other hazards), Lessee assumes the risk and releases Lessor from liability from any such damages which may occur. Lessor may rely on and follow any directions whether oral or written of any member of Lessee's family or his employees or agents with respect to any act or acts performed by Lessor in the delivery, installation, dismantlement or removal of the equipment or the performance of any services called for by this agreement.
6. If Lessee supplies any labor in connection with the installation of the equipment, Lessee shall provide workmen's compensation insurance for such labor meeting applicable state law requirements and general liability insurance in amounts reasonably required by Lessor, Lessee shall hold Lessor harmless from and against any all claims, damages, costs and liability of any nature related to the use of such labor supplied by Lessee.
7. In the event that Lessee changes any of the arrangements relating to the services to be performed or to equipment to be leased, Lessor shall have the right to add or subtract such equipment, service or servicemen as in its sole discretion may be necessary to maintain the safety and quality of the work to be performed. Lessee shall pay for any additional equipment, service or servicemen (or shall receive credit for any reduction thereof) at Lessor's customary charge therefore.
8. This contract may be cancelled by Lessee not less than seventy-two (72) hours prior to the time scheduled for initial delivery of equipment to premises of Lessee. In the event that such notice of cancellation is given by Lessee to Lessor on or before thirty (30) days prior to such scheduled delivery date then Lessee's deposit shall be refunded except for such portion of the deposit as represents out-of-pocket expenditures incurred by Lessor in anticipation of the engagement. In the event that such notice of cancellation is given less than thirty (30) days but more than (72) seventy-two hours prior to such delivery date, then Lessee shall be liable in addition thereto for any provable damages directly attributable to such cancellation. Should Lessee fail to give such notice of cancellation prior to seventy-two (72) hours before the scheduled delivery date, then Lessee shall be responsible for the full contract price as specified in this agreement.
9. Lessee shall pay the contract price, plus such additions thereto as may be agreed upon or chargeable pursuant to the terms hereof within the period specified herein. If the balance due is not paid at the time, an amount equal to 2% (24% per annum) of the outstanding balance shall be added to said balance every thirty (30) days thereafter until final payment is made by Lessee. In the event that Lessee has directed that the lease charges hereunder be billed to another person or organization, and payment is not made by such person or organization with the terms specified Lessee shall, promptly upon receiving note of non-payment, pay said lease charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof.
10. If Lessee shall default in the payment of any fees hereunder or otherwise breach any of the terms and conditions hereof, or if any execution of writ or process of law shall be issued in any action against the Lessee, whereby the said equipment might be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or his property, or if Lessee shall enter into any agreement or composition with creditors, or if Lessor shall deem itself insecure, Lessor may immediately take repossession of its equipment without any court order or any other process of law and may enter upon any premises where said equipment may be and remove the same with or without notice of its intention to do so, without liability therefor.
11. No representations, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this agreement or the equipment rented except as expressly provided herein. This agreement, together with schedules from time to time attached hereto, constitutes the entire agreement of the parties hereto. Any changes or modification of this agreement must be in writing and signed by the duly authorized representatives of the parties hereto except that any agreement between the said parties as to any additional equipment or services needed by the Lessee and the charges therefor may be made orally by the parties. In the event of any breach of this agreement by Lessor, Lessee's sole and exclusive remedy shall be the refund of the price paid or that portion thereof as may represent Lessee's damages. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LESSOR'S BREACH.
12. Lessor's rights and remedies hereunder or by law shall be cumulative, not exclusive, and shall be in addition to all of the rights and remedies available to Lessor. Lessor's failure to enforce strictly any provisions of this agreement shall not be construed as a waiver thereof, or as excusing Lessee from future performance.
13. If this contract provides for the sale of goods, paragraphs 3, 4, 6, 9, 10, 11, and 12 above shall apply, and in addition, the following terms shall apply:
 - a) The goods are sold "AS IS" with NO WARRANTY of merchantability or of fitness for a particular purpose except as expressly stated on the face hereof.
 - b) Installation, maintenance or other services are not included in the sale contract. If this agreement provides for services to be rendered by Lessor, the contract therefore shall be deemed separate from this agreement, and will be priced separately, and in such case paragraph 6 shall apply to the extent it is applicable.
 - c) Buyer represents and warrants that he has all knowledge and facilities necessary for proper maintenance of the goods sold and Buyer further indemnifies and holds harmless Lessor, from all claims, damage, cost and liability of any nature related to the use and/or maintenance of the goods.
14. Any person executing this agreement on behalf of a corporation or organizing warrants in his individual capacity that he is acting within the scope of his authority and that said corporation or organization shall be bound thereby.

**DOWNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES**

This AGREEMENT is made and entered into this 17th day of September 2019,
between the Downey Unified School District ("DISTRICT") and
Courtney Dugas, ("CONSULTANT"), to provide services
under the direction of:

(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)*.

CART PROVIDER FOR HEARING IMPAIRED

2. LOCATION OF PERFORMANCE/SERVICE: DOWNEY HIGH SCHOOL

3. PERIOD OF AGREEMENT

This Agreement is effective 9-17-19 and will be completed by 6-30-20 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 \$40.00 per HOUR not to exceed a total of \$40,000. 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

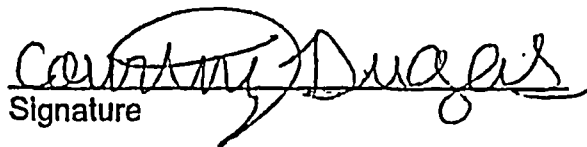
If any of the provisions of this Agreement are held by a court of law to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be legal, valid and enforceable.

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.

Courtney Dugas
Consultant Name


Signature

602-46-2452
Taxpayer ID no. or Soc. Sec. Number

9058 Flower Street
Street Address

Bellflower, CA 90706
City, State, Zip Code

9-24-19
Date

Downey Unified School District

Christina Aragon
Associate Superintendent

Date

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

District use only below line

Account Number to be Charged: 01.0-33100.0-57700-31500-5804-7430000

Patricia G. Sandoval-Director of Special Ed.
Print Name and Title of Site Administrator

9-30-19
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. #)

**COMMERCIAL COOLING
PAR ENGINEERING, INC.**

17855 E. Arenth Avenue
City of Industry, CA 91748
Tel: (626) 964-8700 Fax (626) 964-8777

JOB# 19-5361-0776

EQUIPMENT PURCHASE AGREEMENT (CONTRACT)

THIS CONTRACT is executed in duplicate this 3rd day of October, 2019 by and between Commercial Cooling at the above address, hereinafter called seller, and Downey Unified School District residing/doing business at 11627 Brookshire Ave / P.O. Box 7017, in the city of Downey State of CA 90241, hereinafter called buyer.

Location: The equipment described will be delivered and/or installed at:
Griffiths Middle School 9633 Tweedy Lane Downey CA 90240

SELLER agrees to sell, and buyer hereby agrees to buy, subject to the terms and conditions set forth the following described equipment:

EQUIPMENT PURCHASE DESCRIPTION

Fabricate and provide equipment as per our Bid # 19-5361.

Items Included:

- ☒ Walk-in Box (as per above mentioned Bid.)
- ☒ Refrigeration system (as per above mentioned Bid.)
- ☐ Glass Door (as per above mentioned Bid.)
- ☒ Delivery (as per above mentioned Bid.)
- ☐ Electrical connection (as per above mentioned Bid.)
- ☐ Provide and install Condensate Drain line (as per above mentioned Bid.)

Seller is not responsible or liable in any manner for product loss, consequential damage, or any other loss, due to equipment failure or malfunction. Seller makes no warranty expressed or implied other than those provided by manufacturer or as otherwise stated.

Terms of payment: Net 30

WARRANTY: N/A DAYS LABOR & 1 YEAR PARTS WARRANTY
AND 5 YEAR(S) COMPRESSOR WARRANTY (COMPRESSOR PART EXCHANGE ONLY)

(Note: All equipment must be installed by the appropriate licensed contractor for manufacturers' warranties to be in effect.)

Total Cost	\$ 33,787.00
State Sales Tax on \$ 33,137.00 @ 10.000%	\$ 3,313.70
TOTAL PRICE (Including Tax)	\$ 37,100.70
Down Payment (N/A) Date received	\$ -
(Note: Down payment subject to Terms & Conditions. See Page 3 for details)	
BALANCE	\$ 37,100.70

Balance shall be paid by buyer: within 30 days

Lead Time: Lead-times can vary based on factory work load, size & complexity of order & availability of buyouts.

This agreement includes pages 2 through 6 of the signed master equipment purchase agreement on file.

Seller _____ Buyer lf



WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.



Installation: The equipment described will be installed (if so sold) in the location above, such installation is included in the TOTAL CASH PRICE (as initialed on the reverse side). Refrigeration installation shall include necessary piping, tubing, refrigerant, adjustment, and all other such necessary parts and labor so as assure the proper functioning of the equipment. The installation SHALL NOT include any plumbing or electrical work of any kind unless specifically detailed in this contract with the exceptions of self contained lights and hoses which are obvious integral part of the individual pieces of equipment.

Warranty: The seller hereby warrants the equipment as being free of defects to the best of his knowledge. The seller accepts no liability for damage of any kind resulting from equipment failure. Further, equipment identified as NEW contains the additional warranties supplied by the manufacturer. (See Warranty Page 5)

Note: Seller will not assume any liability for loss of product due to equipment failure.

Buyer and seller further agree as follows:

1. Refrigeration Equipment selection is intended only for holding temperatures and no added product load was included. It is the sole responsibility of the buyer to advise Commercial Cooling for any special applications such as meat, flowers, ice cream, blast etc. Holding Cooler room temperature = 35°F, and Holding Freezer room temperature = 0°F.

2. Title to said property shall not pass to buyer until the contract balance and other sums due hereunder are fully paid in cash. No loss, injury, or destruction of said property shall release Buyer from the obligation hereunder. Seller may assign this contract and any ASSIGNEE OF SELLER SHALL BE ENTITLED TO ALL RIGHTS OF SELLER. Buyer shall keep said property free of all taxes, liens and encumbrance; shall not use the same illegally, improperly or for hire, shall not remove the same from the location described above without the written permission of the holder of this contract; shall not transfer any interest in this contract or said property. Any sum of money by Seller in payments or discharge of taxes, liens and encumbrances on said property, will be secured by and under this contract.

3. The addition terms herein have been read by Buyer and are part of this agreement as though completely set forth here.

4. Time is the essence in this contract and in the event buyer defaults in any payment due under this contract or fails to comply with any condition or provision of this contract, all sums payable here under, at the option of Seller, shall be immediately due and payable and seller may thereupon sue Buyer for the same. In the default, Seller or any officer at law, or any agent or assignee of Seller, may take possession of said property without demand including any equipment or accessories attached thereto, and for this purpose Seller may enter upon the premises where said property may be and remove the same. Such repossession shall terminate Buyer's rights hereunder and Seller may retain said property and all payments made prior thereto by Buyer hereunder as rent and compensation for the use of said property by Buyer. Upon repossession of the said property, seller shall within ten (10) days given notice to Buyer of his intention to sell the property at public sale or give notice to Buyer of his intentions to retain property in satisfaction of the balance due. Buyer shall have absolute right to redeem the property within ten (10) days after the notice provided above is given by paying or tendering the amount owing under this contract. If seller gives notice of election to sell the property, Buyer shall also have the right to redeem the goods at any time before sale by paying or tendering the amount specified above and also any reasonable expense incurred by Seller in good faith in repairing, reconditioning the property or preparing them for sale. If Seller gives notice of his intentions to retain the property in satisfaction of the indebtedness, he shall be deemed to have done so at the end of the ten-day period if the property is not redeemed.

5. Any notice required to be given by law or by the provisions of this agreement to the Buyer and any other person liable shall be made by causing said notice to be delivered personally or to be deposited in the U.S. Mail, addressed to the Buyer or such other person at his last known address. If the Seller determines to sell his property he may do so either by public or private sale as permitted by law and apply the proceeds as follows; for payments of the expenses of sale; for the payment of any expenses of retaking, including reasonable attorneys fees actually incurred and any expenses of keeping, storing and repairing, reconditioning or preparing the property for sale to which the Seller may be entitled and then to the satisfaction of the balance due under the contract. Any sum remaining after the satisfaction of such claims shall be paid to Buyer. If permitted by law, Seller may recover a deficiency against Buyer.

6. Reasonable attorney's fees and costs shall be awarded by the court to the prevailing party in any action on this contract.

7. Seller's acceptance of any installments or payments after it or the full amount may become due and payable hereunder, shall not be deemed to alter Buyer's obligation and/or Seller's rights hereunder with respect to any subsequent payments or defaults therein.

Seller _____

Buyer 





8. No warranties, expressed or implied, representation, promises, or statements have been made by Seller unless endorsed hereon in writing. Any statement as to year model of the property to be said hereunder, is for identification only, and is not a warranty or representation. No modification of any of the terms or conditions hereof shall be valid in any event unless made in writing duly executed by Buyer and Seller. Any provision of this contract which may be prohibited by law shall be ineffective to the extent of such prohibition by law to the extent of such prohibition without invalidating the remaining provisions of the contract.

9. Should Buyer fail to make any payment required when due, Seller may refer the matter of the collection of such delinquent installment to any person or collection agency or to the collection department of the Seller for collection if the same be so referred. Buyer agrees to pay Seller a reasonable collection charge, and or reasonable legal expenses for such collection.

10. This contract is executed in double of which concurrently with the execution hereof, one copy is delivered to the seller and one copy is delivered to Buyer. This contract contains the entire agreement, binds jointly and severally all signing as Buyer, and their heirs and representatives and inures to the benefit of Seller's assigns free of all rights of action and defenses.

11. Notice to Buyer: (1) Do not sign this agreement before you read it, or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. (3) Under the law you have the right to pay off in advance the full amount due and to obtain a partial refund of finance charge computed by the rule 78's.

12. Disputes. Buyer agrees that the State of California and United States Federal courts sitting in the City of Los Angeles, California, shall have jurisdiction for the purpose of any suit, action or proceedings arising out of this Agreement.

13. Indemnification. To the fullest extent permitted by law the Buyer shall indemnify and hold harmless the Seller from and against claims, damages, losses and expenses, arising out of or resulting from negligent installation of Equipment by Buyer, Contractor, or any other Party directly employed by Buyer.

TERMS AND CONDITIONS

Unless specified in the attached bid, the following conditions will be considered part of the proposal:

1. In addition to the payment terms listed on page 1, Buyer may cancel orders only upon written notice within 48 hours of tendering the down payment. In no event shall any cancellation be accepted beyond the foregoing time period. Timely cancellations are subject to a forfeiture of the down payment and Commercial Cooling in its sole discretion may assess a 20% cancellation fee along with restocking fees.

2. If buyer is not ready for pick-up of merchandise as scheduled then 75% of the balance will become due.

3. 10% or \$300 monthly storage fee, whichever is less, may apply if buyer is not ready to pick-up/delivery for their merchandise within 15 days of completion.

Material:

1. All material supplied is priced FOB Factory unless specified in the bid "FOB Jobsite".
2. All material prices exclude sales or use tax.
3. All material supplied will be supported by standard warranties. Any additional warranties will be specifically mentioned in the bid.
4. Pre-fab floors manufactured by Commercial Cooling can handle stationary loads up to maximum 700 lbs. per sq. ft. and are not designed to handle forklifts, pallet jacks or carts.

Panel Installation (If Included):

1. Price for delivery and installation of the panels is based on the jobsite being no more than a fifty (50) mile radius from the material staging point. Additional distances will be specifically mentioned in the bid.
2. Price for delivery and installation is based on the area being free and clear of obstruction with no demolition or modification to the space required. Floor has to be reasonably level.
3. All installations are priced ground floor unless specifically mentioned in the bid.
4. Unless mentioned in the bid, all permits and licenses are by others.
5. Customer will supply dumpster on site for disposal.

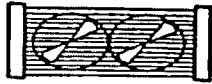
Refrigeration (If Supplied):

1. The refrigeration equipment, if supplied in this proposal, will have the same FOB, Sales Tax and Warranty terms as mentioned above.
2. Additional 4-year compressor warranties will be priced separately in the bid.

Seller _____

Buyer _____





TERMS AND CONDITIONS (CONTINUED)

Refrigeration Mechanical Installation (If Included):

1. This price, unless otherwise mentioned in the bid, is based on a maximum piping run of 50 feet.
2. The condensing unit is a ground installation and mounted on a pad supplied by others.
3. No control wiring or electrical wiring is part of the mechanical installation price.
4. Unless mentioned in the bid, all permits are by others.
5. Platform must be supplied by others.
6. Crane charges, if required, will be billed at cost plus one hundred dollars.

Electrical Hookups (If Included):

1. This price includes additional wiring such as thermostats, lights, heated vents, and door and drain heaters.
2. This price, unless otherwise mentioned in the bid, is based on a maximum run of 50 feet.
3. The price does not include main service panels or source switchgear.
4. Unless mentioned in the bid, all permits are by others.

Condensate Drain Hookups (If Included):

1. The condensate drain run, unless specified in the bid, has a maximum run of 10 feet from the exit of the enclosure to a "floor sink" supplied by others. The Freezer drain connection price includes heating tape installation to be connected by electrician.

Delivery and Installation (If Included):

1. \$500 Fee will be invoiced if the job site is not available on the scheduled date unless written notification is received 24 hours in advance.
2. \$250 Re-routing fee will be billed at time of arrival if the above address is not the correct site address. Installer is not responsible for any delay due to re-routing.
3. Location of the walk-in must be specified before the installation. Removing and relocating the walk-in will be charged additionally base on the size of the box.
4. Price for delivery and installation is based on the area being free and clear of obstruction with easy access; no demolition or modification to the space included. Floor has to be reasonably level.
5. All installations are priced ground floor unless specifically mentioned in the bid.
6. Unless mentioned in the bid, all permits, licenses, and crane are by others; crane rental, if necessary, will be billed separately; customer to coordinate with installer at site for any crane requirement.
7. Customer will supply dumpster on site for disposal. Otherwise, there will be a \$350 disposal fee charged by installer.

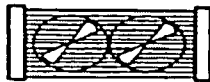
Items not included unless specified otherwise:

- | | |
|------------------------------------|------------------------------------|
| • Enclosure Panels | • Drain Line Connection |
| • Crane Rental | • Structural & Seismic Calculation |
| • Electrical Connection | • Business License and Permits |
| • Fire Sprinkler | • Roof Platform |
| • Refrigeration Line Runs Over 30' | • Roof Penetration |
| • Union / Prevailing Wage | • Hole Coring |
| • 2nd Floor Installations | • Dumpster |

Seller _____

Buyer 





COMMERCIAL COOLING 20-YEAR LIMITED WARRANTY

Commercial Cooling warrants to the original purchaser that its foamed-in-place polyurethane wall & ceiling panels purchased from Commercial Cooling, for indoor walk-ins only, free from defects in material and workmanship for a period of twenty (20) years from the date of original shipment under conditions of normal use and service at the original installation site. This warranty is non-transferable.

Doors:

Commercial Cooling warranty its insulated doors, exclusive of hardware and accessories to be free of defects in materials and workmanship for a period of (5) years from date of shipment, FOB factory. This warranty does not include transportation costs to and from, nor the cost of removing the defective door or reinstalling the replacement door. Commercial Cooling's obligations under this warranty is for replacement materials only. If the door fails because of these conditions, the door must be returned to the factory for inspection before warranty will be considered.

Exclusive Warranty/ Remedy

This written warranty is the only warranty provided by commercial Cooling on the products it manufactures. Commercial Cooling expressly disclaims and makes no warranties, express or implied, as to the condition, design, utility, quality, adequacy, or capacity with respect to any standard or non-standard product, including, without limitation, any warranty of merchantability or fitness of such product for a particular purpose or intended use. The obligation of Commercial Cooling under this warranty shall be limited to repairing or replacing, at the sole discretion of Commercial Cooling, the panels that prove to be defective within twenty (20) years from the date of purchase, FOB factory. This warranty does not include transportation costs to and from, nor the cost of removing the defective panel or reinstalling the replacement panel. In no event shall Commercial Cooling be liable for loss of use, revenue or profit or for any other indirect, incidental, special, or consequential damages including, but not limited to, food spoilage or product loss, arising from the sale, use or installation of the panels or from any other cause whatsoever.

This warranty is in lieu of all other warranties expressed or implied and does not apply to equipment which has been subject to any accident, alteration, abuse, misuse, alterations by unauthorized service, improper installation or installation by an unlicensed contractor.

Voidability of Warranty

This warranty is void if any of the following events occur:

- The panels are not installed within 90 days of original shipment
- The panels are left outside in the elements
- The panels are not installed by a licensed contractor

Voidability/ Exclusions from Warranty Coverage

- Labor, mileage or other costs incurred for repairing, removing, installing, shipping, servicing, or handling of defective or replacement panels or parts.
- Normal maintenance or repairs
- Damage or delays occurring in transit
- Damage or loss of product, property, income or profit
- Floor panels subjected to wet mopping, water leak, pallet jacks or weights exceeding 700 lbs/ sq ft
- Refrigerant loss
- Damage by fire, flood, earthquake, natural disasters, or any act of God
- Panels/ Doors subject to accident, alteration, abuse, misuse, alterations by unauthorized service, improper installation or installation by an unlicensed or inexperienced contractor.

This page is part of the contract: please read it carefully.

Seller _____

Buyer 



WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.



**COMMERCIAL COOLING
PAR ENGINEERING, INC.**

JOB# 19-5361-0776

COMMERCIAL COOLING 20-YEAR LIMITED WARRANTY

Hardware & Accessories

All hardware and accessories carry a standard one-year parts warranty. This standard warranty does not include any labor charges or freight costs for repair or replacement of defective parts.

Vendor Notes

- Glass doors warranty; refer to glass door company website for warranty coverage
- Refrigeration equipment warranty; refer to refrigeration company website for coverage

Customer Responsibility

In the event you experience a problem, you must notify our warranty/ customer service department and follow the instructions to start a warranty claim.

Submitting a Claim

1. Contact Warranty/ Customer service 626-964-8700, ext 28 or ext 58 or e-mail: warranty@commercialcooling.com
2. Provide Commercial Cooling Job Number, your purchase order number, installation address, and contact information
3. Provide a description of the problem and if any diagnosis has been performed
4. If it is warranty claim, Commercial Cooling will provide a warranty claim number

Buyer does acknowledge full disclosure of the contents of this agreement and receipt of a fully completed and executed copy thereof.

Seller

Buyer

(Signature)


(Signature)

DOUGLAS VICKERS
President
Commercial Cooling
Par Engineering, Inc.
17855 E. Arenth Ave
City of Industry, CA 91748

Christina Aragon, Associate Supt. Business Services
(Print Name)

Downey Unified School District
(Company Name)

This page is part of the contract: please read it carefully.



WARNING: Cancer and Reproductive Harm - www.P66.org

Purchase Agreement & Price Quotation

QUOTE DATE: September 10, 2019
TO: SAMANTHA MIYAHARA / WARREN HIGH SCHOOL
FROM: Carlos Orjuela
DESCRIPTION: Inflatable Arch logo block + Tunnel 20'L
SIZE: Arch logo 20'H x 25'W / Tunnel 20'L
PRICE: Arch logo \$ 5,250.00 + Tunnel 20'L \$ 2,890.00
Total \$ 8,140.00
ART: As seen on concepts.

OPTIONS: Any additional artwork quoted separately.

LEAD TIME: 4-5 weeks or by Pre-approved Specified Date from receipt of PO/deposit & art.

FAN TYPE: External Blower
FABRIC: Vinyl Coated Nylon 7 oz. - Inner walls- 210 Denier. Finished seams and sewn with industrial strength thread.

ACCESSORIES: Standard Accessory Package Includes: Inflation fan, stakes, tie downs, vinyl storage bag, repair kit and instruction manual.

WARRANTY: Two year warranty on workmanship and materials for the inflatable. One year warranty on motor and/or accessories. If warranty issues occur within the first 30 days of use, Inflatable Design Group will pay economy shipping charges for repairs.

TERMS:

- 1) 50% deposit to begin production / 50% prior to shipping.
- 2) Freight is NOT included in quotation.
- 3) Shipping charges are NOT quoted above.
- 4) Freight is FOB Factory. Title and control of product passes at origin (when the carrier signs for the goods). Buyer has total responsibility over the goods while in shipment. Customer shall be responsible for filing of claims (if any) for lost, missing, or damaged products while in transit. Please inspect all shipments upon arrival. This is the customer's responsibility.
- 5) IDG, holds liability insurance which covers the manufacture of the aforementioned product(s). Inflatable Design Group does not include any liability arising out of the customers' product specifications or any aspect of product placement, set-up, installation or takedown.
- 6) Any late payments will be subject to a 1% interest rate until paid in full.
- 7) All inflatables shall be accompanied by a final approved concept. Inflatable Design Group is not responsible for any inflatable that is not accompanied by an approved concept. Any additional changes (i.e., artwork, new design, color, etc.) to the inflatable once the concept has been approved by the client are subject to additional costs.
- 8) Inflatable Design Group reserves the right to use all final product photographs for marketing purposes unless otherwise specified by written customer request.
- 9) Sales Tax will be applicable if shipped in the State of Florida.

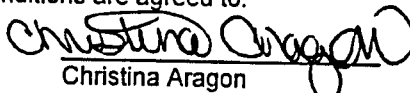
S.M. I have read and understand the above terms and conditions. (Please Initial)

**** This quotation is subject to change 90 days from the date quoted.**

ORDER CONFIRMATION:

This will confirm my order for 1 inflatables at a cost of \$8,140.00 per unit, for a total price of \$9,476.50. All above terms and conditions are agreed to.

Downey Unified School District
Company


Christina Aragon
Associate Superintendent, Business Services

October 8, 2019
Date

INFLATABLE DESIGN GROUP
1080 W. Bradley Suite B El Cajon, CA 92020 Phone: 619-596-6100 Fax: 619-596-9452

QUOTE

Warren High School
8141 De Palma Street
Downey, CA 90241

Quote Date
Sept 11, 2019

Quote Number
Quote—0372



Inflatable Design Group
1080 W. Bradley Suite B
El Cajon, CA 92020
619-596-6100
inflatabledesigngroup.com

Description	Quantity	Unit Price	Amount
Arch Logo Block 20'H x 25'W	1	\$5,2500	\$5,250.00
Tunnel 20'L	1	\$2,890	\$2,890.00
Subtotal			\$8,140.00

TOTAL USD \$8,140.00

Shipping is not included

Pricing includes blower, stakes, tethers, bag, and repair kit

View and sign attached purchase agreement and price quotation

INFLATABLE DESIGN GROUP

DIRECTED TEACHING AGREEMENT

This Agreement is made between Pepperdine University ("Pepperdine") on behalf of Pepperdine Teacher Preparation Programs and the hereinafter mentioned school district ("District"). It is the parties' intent that this agreement is a cooperative agreement for the benefit of the public and that entering into this agreement does not trigger any compliance or reporting obligation on the part of Pepperdine. This agreement does not in any way enlarge the University's obligations under federal or state law regulation.

RECITALSA. Pepperdine has established an approved program (the "Program") of directed teaching for training education students of the University;

- B. Directed teaching experiences are a required and integral part of the Program;
- C. Pepperdine desires the cooperation of Downey Unified School District in the training of students through the directed teaching experiences, which will provide a benefit to the public; and
- D. Pursuant to the provisions of Section 44320 of the California Education Code, the governing board of a District is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through directed teaching to students enrolled in teacher education curricula of such institution; and
- E. Any such agreement may provide for the payment in money or services for the services rendered by the District in an amount not to exceed the actual cost to the District of the services rendered by the District.

Now, therefore, it is mutually agreed between the parties hereto as follows:

SPECIAL PROVISIONS

DATE: August 1, 2019

PARTIES: Pepperdine University and Downey Unified School District

TERM: From August 1, 2019 to July 31, 2024.

CONTRACT SERVICES: Not to exceed three Clinical Experiences per year, per mentor.

RATE AND AMOUNT: \$150 Master Teaching Stipend per student, per session of Clinical Observation of student by Master Teacher. \$150 Master Teaching Stipend per student teacher, per session of directed mentoring for Clinical Experience.

METHOD OF PAYMENT: Check one.

_____ XXXX Stipend is to be paid directly to the District.

_____ Stipend is to be paid directly to the Master Teacher.

GENERAL TERMS

1. Directed Teaching

- A. The District shall provide teaching experience through directed teaching in schools and classes of the District, not to exceed the number of directed teaching assignments. Such directed teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and Pepperdine through their duly authorized representatives may agree upon.
- B. The District may, for good cause, refuse to accept for directed teaching any student of Pepperdine assigned to directed teaching in the District. In such event, Pepperdine shall terminate the assignment of such student to the directed teaching program in the District.
- C. The term "directed teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers in the schools or classes in which the direct teaching is provided, and who have completed a minimum of three years successful teaching experience.
- D. Pepperdine student teachers without emergency or substitute credentials may not be asked by the school districts to serve and be paid for substitute teaching. Such students are not regarded as properly certified and require full-time supervision. Those holding substitute or emergency credentials may substitute only for their master teacher when s/he is out ill; when it is determined by the principal that such substitution is in the best interest of the student teacher and the students in the classroom; only after the first four weeks of that student's first student teaching assignment; the student teacher is paid by the District; and the number of days is kept to a minimum.
- E. Pepperdine will pay for the performance by the District of all services required to be performed by the District under this Agreement at the aforesaid rates for each session of part-time directed teaching or full-time directed teaching provided by the District pursuant to this Agreement.
- F. The term "session of directed teaching" as used herein and elsewhere in this Agreement is considered to be a full day of directed teaching for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidates receives four (4) semester units of practice teaching credit) and six (6) periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidates receive four (4) semester units of practice teaching credit). The credential candidate must complete two (2) sessions for a minimum total of sixteen (16) weeks.

- G. An assignment of a Pepperdine student to directed teaching in classes of schools of the District shall be for one (1), two (2), or three (3) sessions as mutually agreed between Pepperdine and the District.
- H. An assignment of a Pepperdine student to directed teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment papers or other documents provided by Pepperdine affecting such assignment, but no earlier than the date of such assignment as shown on such card or other documents.
- I. In the event the assignment of a Pepperdine student to directed teaching is terminated by Pepperdine for any reason after the student has been in directed teaching and has been at the assignment for a minimum of two weeks, the District shall receive payment for the assignment on account of such student as though there had been no termination of the assignment. Said payment not to exceed \$150 per student per session of terminated assignment.
- J. If applicable, within a reasonable time following the close of each session of Pepperdine, the District shall submit an invoice in triplicate, to Pepperdine for payment, at \$150 per student, per term, for all directed teaching provided by the District under and in accordance with this Agreement during said session. This process may be altered in writing according to individual district procedures as to how the invoicing will proceed.
- K. Notwithstanding any other provision of this Agreement, Pepperdine shall not be obligated by this Agreement to pay the District any amount in excess of the total sum.
- L. In accordance with California Education Code Section 44320(b), each credential candidate, prior to assignment to District, must obtain at his or her sole expense a "Certificate of Clearance", which includes a complete Live Scan Service. The University will ensure that students receive a Certificate prior to beginning their assignment in the district.
- M. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at his or her sole expense an examination, by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, or provide a current certificate that shows s/he is free of communicable tuberculosis prior to beginning their assignment in the District.

1. Minimum Insurance Requirements

- A. District. The District shall maintain insurance in full force and effect, at its sole expense, the following minimum insurance coverage or comparable program of self-insurance:
 - i. Commercial General Liability (Minimum Requirement):
\$1,000,000 Combined Single Limit
 - ii. Coverage:
Premises/Operations

**Liability Medical Payments
Liability
Personal Injury Liability**

- iii. The District shall maintain in full force and effect, at its sole expense, Workers' Compensation and Employers Liability Insurance in a form and amount covering District's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California
2. Employers Liability
\$1,000,000 Each Accident
\$1,000,000 Each Employee

District shall provide University with 30 days written notice before cancellation, or any reduction or material change in coverage.

- B. University shall maintain insurance in full force and effect, at its sole expense:

- i. Commercial General Liability (Minimum Requirement):
\$2,000,000 General Aggregate
\$1,000,000 Combined Single Limits
- ii. Coverage:
Premises/Operations Liability Medical
Payments Liability Contractual Liability
Personal Injury Liability
Independent Contractors
- iii. The University will maintain in full force and effect, at its sole expense Workers' Compensation and Employers Liability Insurance in a form and amount covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:
 1. Statutory limits per State of California
 2. Employers Liability
\$1,000,000 Each Accident
\$1,000,000 Each Employee

A certificate of general liability insurance with the District named as an additional insured shall be provided by Pepperdine University' Insurance and Risk Department to the District 30 days in advance of the commencement of this agreement.

The District will require 30 days written notice before cancellation, or any reduction or material change in coverage.

3. Indemnity

District shall defend, indemnify and hold Pepperdine, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

Pepperdine shall defend, indemnify and hold the District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Pepperdine, its officers, agents or employees.

4. Miscellaneous

- A. Termination. Either party may terminate this Agreement with or without cause by providing written notice to the other party. Termination will be effective at the end of the school year during which the notice is issued. The notice required under this paragraph shall be sent by registered mail.
- B. Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

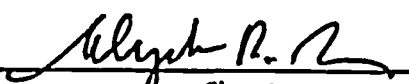
Notice to Pepperdine: Pepperdine University
Graduate School of Education and Psychology
6100 Center Drive, 5th Floor
Los Angeles, CA 90045
ATTN: Teacher Preparation Program Director

Notice to District: *Downey Unified School District*
Certificated Human Resources
11627 Brookshire Avenue
Downey, CA 90241
ATTN: Alyda R. Mir, Assistant Superintendent,

- C. District and Pepperdine agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, creed, color, religious belief, national origin, and disability, status as a disabled veteran, or veteran of the Vietnam era.

- D. Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party.
- E. The 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.
- F. The parties hereto shall not have either the power or the right to assign this Agreement or any part thereof to any person or party for any reason, and any attempt to do so shall be void and of no legal effect.
- G. 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.
- H. Should either party reasonably retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including fees and costs of corporate staff and counsel.
- I. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- J. Each party is an independent agent and shall not act as, or be an agent or employee of, the other party.

In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representative.

School District Representative	Alyda R. Mir		10/1/20109
	Print Name	Signature	Date

Dr. Reyna García-Ramos, Program Director			
	Print Name	Signature	Date

**AGREEMENT FOR REIMBURSEMENT
FOR OFF-SITE IMPROVEMENTS BY AND BETWEEN
CITY OF DOWNEY AND DOWNEY UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is entered into this 22nd day of October, 2019, by and between the Downey Unified School District, a public body, corporate (hereinafter "District") and the City of Downey, a municipal corporation and charter city ("City"). City and District are individually referred to as the "Party" and collectively referred to herein as the "Parties".

R E C I T A L S

WHEREAS, City is a municipal corporation and charter city and District is a public school district organized and existing under the laws of the State of California;

WHEREAS, City and District agree that it is in their mutual best interest to provide for the timely design and construction of parkway improvements along Florence Avenue, Chaney Avenue, Woodruff Avenue, Spry Street, Dunrobin Avenue, Barlin Avenue, Adoree Street, Blodgett Avenue, Bellflower Boulevard, Foster Rd, and Old River School Road ("Improvements") which fronts District's school campuses, namely, Doty Middle, Gauldin Elementary, E.W. Ward Elementary, Lewis Elementary, Stauffer Middle Schools and any other sites as determined by the District as set forth in Section 3.02;

WHEREAS, City and District agree that the construction by City of the Improvements in front of District's school properties, shall be subject to reimbursement by District, in the manner provided herein, is the most efficient and economical method of providing such public facilities; and

WHEREAS, by entering into this Agreement, the Parties wish to set forth their understanding related to the standards, timing, construction of the improvements as well as reimbursement from the District to City for actual costs incurred for constructing the improvements.

NOW, THEREFORE, City and District agree as follows:

1. Definitions.

1.01: "Improvements" means those improvements set forth in Exhibit "A" (items a. through e. only) attached hereto and incorporated herein by this reference.

2. Provision of Improvements.

2.01: City's Obligation to Construct Improvements and Seek Reimbursement.

The Parties agree that it is in their mutual best interest to provide for the timely construction of the public Improvements to provide access and service to the various school sites and to serve the residents of the District and City. As a result, the Parties agree that City and its contractors and subcontractors shall commence the construction of the Improvements on or

about November 25, 2019 and complete the same not later than January 3, 2020. District shall reimburse City for actual costs incurred in constructing the Improvements, up to the agreed upon amount set forth in Paragraph 3.01 below.

2.02: Improvements to Be Constructed To Government Standards.

The Parties understand and agree that City and its contractors and subcontractors shall construct the Improvements to applicable standards required by City.

3. District's Reimbursement Obligation.

3.01: Budget/Actual Costs Reimbursable:

The total Budget for the design, engineering, construction and contingencies of the Improvements as set forth in Exhibit "A" is estimated at Two Hundred Thirty Thousand dollars and 00/100 (\$230,000.00) ("Budget Estimate of Cost"), which has been approved by the District. District shall reimburse City for the actual costs incurred by City, including design, engineering, construction, construction management and inspection and contingencies.

3.02: Additional Sites; Change Orders:

In the event that District elects during the course of construction of the Improvements to include items not called for in Exhibit "A" or not contemplated by the approved Budget Estimate of Cost, City shall prepare a scope of work and estimate of costs and submit to District for consideration. If District elects to proceed with the additional site, it shall bear the cost of constructing such additional improvements and the maximum costs of Improvements as set forth in Paragraph 3.01 shall be adjusted accordingly by written amendment to this Agreement signed by the City and the District prior to the start of work at the additional site.

In the event that circumstances beyond the control of the District or City result in the need for a change order, which increases the approved Budget/Estimate of Cost for the Improvements, then the Parties shall meet and confer in good faith as to how to allocate the costs that exceed the approved Budget/Estimate of Cost set forth in Paragraph 3.01 above. The Budget for the Improvements of this Agreement may be increased by written amendment to this Agreement signed by the City and the District prior to the start of the change order work.

3.03: Accounting of Costs:

Within 30 days after the construction of Improvements or portions of the Improvements are complete the City will invoice the District. Within 30 days after the acceptance of construction of Improvements by City and the Notice of Completion has been filed, City shall provide to District an itemized breakdown of the actual costs incurred by City as part of such construction, unless adjusted in accordance with the provisions of Paragraph 3.02 above.

3.04: Timing of Reimbursement Payment.

District agrees to reimburse City as discussed herein for construction of the Improvements within thirty (30) calendar days of submission of the Accounting of Costs as set forth in Paragraph 3.03 above.

4. Notices.

A. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY: City of Downey
11111 Brookshire Avenue
Downey, CA 90241
Attn: Gilbert A. Livas, City Manager

TO DISTRICT: Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
Attn: Christina Aragon, Associate Superintendent of
Business Services

B. Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same by first class mail in the course of transmission of the United States Postal Service.

5. Indemnification.

City and its contractors and subcontractors shall indemnify, defend and hold the District, its officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney fees and costs, incurred in connection with or in any manner arising out of any claim by any individual or entity against District arising out of City's design, engineering and construction of the subject Improvements as set forth in this Agreement. City shall, at City's own expense and risk defend any and all actions, suits, or other legal proceeding that may be brought or instituted against District, its officers, agents, and employees for any such claims, damages, losses, demands, liabilities, costs or expenses arising from City's construction of the Improvements as contemplated in this Agreement. City shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising out of the District's own negligent acts, errors or omissions or willful misconduct.

6. Complete Agreement.

This Agreement supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each Party to this Agreement acknowledges that no representation by any Party which is not embodied herein or any

other agreement, statement or promise not contained in this Agreement shall be valid and binding.

7. Attorneys' Fees.

In the event of any action or proceeding brought by any party against any other pursuant to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including the actual fees of its attorneys, including in-house counsel, incurred for prosecution, defense, consultation or advice in such action or proceeding, not limited to but including costs of expert witnesses, attorney preparation, court reporting fees, etc.

8. Binding Agreement.

Except as otherwise set forth herein, the terms and conditions of this Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

9. Invalid Term.

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement.

10. Modification.

This Agreement may not be altered, amended or modified or changed in any respect or particular whatsoever except by a writing duly executed by all Parties hereto.

11. No Construction Against Drafter of Agreement.

Each Party has reviewed and revised, or had the opportunity to review and revise this Agreement; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendment of it.

12. Interpretation of Agreement.

The article, section and other headings of this Agreement are for convenience of reference only and shall not be construed to affect the meaning of any provision contained herein. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter.

13. Authorization.

Each person executing this Agreement represents that the execution of this Agreement has been duly authorized by the Party on whose behalf the person is executing the Agreement and that such person is authorized to execute the Agreement on behalf of such Party.

14. Insurance.

It is understood and agreed that City and District maintain insurance policies or self-insurance programs to fund their respective liabilities.

15. Work on District Property-Insurance.

To the extent City is required to perform work on District property as part of City's obligations hereunder, City shall coordinate such work with the designated District representative and City, shall maintain, or require that its contractors and subcontractors working on District property maintain general liability insurance in the minimum amount of \$1,000,000 with the District named as an additional insured, with thirty (30) days pre-cancellation notice to the District. The indemnification obligations set forth in paragraph five (5) above apply to all construction related activities including those conducted on District's property.

District will execute a right of entry agreement giving City and its contractors and subcontractors permission to enter onto District Property, as necessary, to construct the Improvements contemplated in this Agreement.

16. Governing Law; Venue.

This Agreement is entered into in the State of California and shall be construed and interpreted according to the laws of that state. In the event that suit shall be brought by either party to this Agreement, the Parties agree that venue shall be exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Central District of California, Los Angeles, California.

17. Ratification by the Parties.

This Agreement is not enforceable until and unless it is approved and/or ratified by the respective governing bodies of City and District.

IN WITNESS WHEREOF, the District has caused this Agreement to be properly executed and City has caused this Agreement to be properly executed, as of the date hereinabove set forth.

City of Downey

Downey Unified School District

By: _____
Gilbert A. Livas, City Manager

By: _____
Christina Aragon, Associate
Superintendent of Business Services

ATTEST:

ATTEST:

Maria Alicia Duarte, CMC, City Clerk

Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Yvette M. Abich Garcia, City Attorney

General Counsel

**SY2020-21 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative**



Member District: Downey Unified School District

Please check (✓) your response:

<input checked="checked" type="checkbox"/>	We plan to CONTINUE membership with Super Co-Op for SY2020-21.
<input type="checkbox"/>	We do NOT plan to continue membership with Super Co-Op for SY2020-21. What alternate USDA Foods delivery method do you plan to use? _____

San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for SY2020-21. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.
3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. **SY2020-21 Fees:**
 Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2020.
 Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.
 State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.
 Delivery fees as per member district selected distributors.
 All fees are subject to change, as approved by the Super Co-Op Governing Council.
 Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.
8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Member District shall respond to pre-planners and offerings promptly.
10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Marc Milton
Title	Director, Food Services
Telephone	(562) 469-6671
Email	mmilton@dusd.net

Accounts Payable Contact	
Name	Julia Willett
Title	Senior Accounting Assistant
Telephone	(562) 469-6678
Email	jwillett@dusd.net

Additional Contact for USDA Foods management	
Name	Kelly Lancaster
Title	Food Services Operations Coordinator
Telephone	(562) 469-6679
Email	klancaster@dusd.net

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on November 5, 2020.

Member District	Downey Unified School District
Signature	
Print Name	Christina Aragon
Title	Associate Superintendent, Business Services
Date	November 5, 2019

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

Return signed copy by December 1, 2019 to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz
asoliz@smfc.k12.ca.us
San Mateo-Foster City School District
1170 Chess Drive, Foster City, CA 94404
Phone (650) 312-1968

**RENTAL AGREEMENT
DOWNEY CIVIC THEATRE**

CONTRACT AMENDMENT

Pursuant to the Rental Agreement No. #19-0013, I acknowledge the additional performance date(s) and amendment of the Rental Contract for Downey Unified School District 2019/20 Fiscal Year:

Wednesday, November 20th 2019 – DHS Theatre Department rehearsal
Wednesday, December 4th 2019 – DHS Theatre Department rehearsal
Tuesday, December 10th 2019 – Griffith's Middle School Winter Concert
January 27th – February 2nd 2020 – DHS Theatre Department rehearsals & performances
Tuesday, March 24th 2020 – Downey Symphony 3rd & 5th Grade Concerts

VENUETECH

DOWNEY UNIFIED SCHOOL DISTRICT

By: _____

Christina Aragon, Associate Supt. Business Services

Print Name

Print Name

DATE _____

DATE November 5, 2019

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
TECHNOLOGY ENHANCED ARTS LEARNING (TEAL) PROJECT
PROFESSIONAL DEVELOPMENT
CURRICULUM AND INSTRUCTIONAL SERVICES (CIS)

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

DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District/School", mutually agree as follows:

BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's Division of Curriculum and Instructional Services Department, in partnership with the Los Angeles County Arts Commission (LACAC) and the Los Angeles County Department of Mental Health (DMH), through the Technology Enhanced Arts Learning (TEAL) Project, will provide high quality professional development through a blended learning model, focused on Arts integration, Social Emotional (SEL), and trauma-informed practices. TEAL Project professional development will be administered in accordance with the terms and conditions of this contract and Exhibit A, Scope of Work, attached hereto, incorporated herein, and made a part hereof. LACOE's project manager is Dotti Ysais.

TERM OF CONTRACT

This Contract is effective September 3, 2019 and shall remain in effect through June 30, 2020.

PAYMENT

LACOE shall reimburse the District/School an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) as specified in Exhibit A. Any work performed, or reimbursement sought by the District/School in excess of this amount shall not be considered by LACOE, unless this Contract is so amended by written amendment. Reimbursement shall be made upon completion and acceptance of the reimbursement documentation required under the terms of this agreement.

INDEMNIFICATION

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

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

5. INSURANCE

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

6. NOTICES

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

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

District/School:
Mailing Address is District/School Office

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District/School warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District/School for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

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

13. TUBERCULOSIS TESTING

District's/School's employees and/or representatives that come into contact with LACOE staff must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

14. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, District/School is an Independent Contractor and not an officer, employee or agent of LACOE. District/School shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District/School warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor Agency including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

Los Angeles County
Office of Education

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15. ASSIGNMENT

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

16. INTEGRATION

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

17. MODIFICATION

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

18. ORDER OF PRECEDENCE

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

19. SEVERABILITY/WAIVER

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

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

20. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

21. TERMINATION

The Contract may be terminated by LACOE upon written notification.

22. FAILURE TO COMPLY

In the event District/School fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los

Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

23. ATTORNEY'S FEES

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

24. COMPLIANCE WITH LAW

LACOE and District/School shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. LACOE and District/School warrant that they have all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by the other, provide evidence of same.

25. FORCE MAJEURE

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

26. GOVERNING LAW/FORUM SELECTION

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

27. INCORPORATION BY REFERENCE

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

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

29. RECORD RETENTION AND INSPECTION

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

30. NO THIRD PARTY OBLIGATIONS

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

31. LACOE BUDGET/GRANT FUNDS CONTINGENCY

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

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

32. NON-DISCRIMINATION AND NON-SEGREGATION

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

33. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

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

34. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District/School will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

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

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

- 35.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 35.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

35.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,

35.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.


36. EXECUTION REQUIREMENTS

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

LOS ANGELES COUNTY
OFFICE OF EDUCATION

DOWNEY UNIFIED SCHOOL DISTRICT

By 
Patricia Smith
Chief Financial Officer

By 
Veronica Lizardi, Ed.D.

Typed or Printed Name

Title Director, Instr. Support Programs

Date Oct 1, 2019
ab 8-30
Report 3/18/19

Date 10/7/19

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PIGGYBACK CONTRACTS FOR GASOLINE AND DIESEL FUEL

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback contract for the purchase of gasoline and diesel fuel, which was awarded to Falcon Fuels, Inc., by the County of Los Angeles.

This contract will allow the Downey Unified School District to be able to take advantage of consistent gasoline fuel prices without having to go through the process of advertised bidding for items that have already been determined to meet District needs.

The County of Los Angeles has extended the above referenced contract through October 30, 2020.

Fuel purchased referencing these contracts will be used for all diesel and gasoline-powered District vehicles.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-1640101-18 for Gasoline and Diesel Fuel, with Falcon Fuels, Inc., Paramount, for use by the Downey Unified School District on an as-needed basis to fill orders for diesel and gasoline fuel with the same advantages, terms and conditions.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: STAUFFER MIDDLE SCHOOL MODERNIZATION

ACTION ITEM

Board of Education approval is requested for Change Order #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 modifications to the retention basin at Building A-N to accommodate roof drains, a new door and frame for the custodial closet at Building F-N, changes to the size of conductors at an electrical panel in Building G, and temporary toilets and a wash station at the request of the District, which were not part of the original plans and specifications.

The increase associated with the above changes is \$27,247.00.

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 \$27,247.00, to be charged to Measure O Bond Funds.

I. CERTIFICATED

A. Employments

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Lane, Matthew	Teacher Sussman Temporary	\$66,234	9/03/19- 12/20/19
Paz, Eduardo	Teacher Sussman Temporary	\$61,950	8/12/19- 12/20/19
Sulier, Nicole	DHH SLP DHH Temporary	\$73,074	10/02/19- 6/01/20
Williams, Michael	Principal Rio Hondo	\$131,643	11/18/19

B. Employments (Temporary)

ADDITIONAL IEP SUPPORT – Alameda, \$37.30 Per Hour, 2019-20 School Year

Carlos, Jennie

ADULT SCHOOL-STATE FUNDED – 6/10/19-7/03/19

Brossmer, Esther Summer Enrichment – \$44.55 Per Hour
Substitute

AFTER SCHOOL COMMITTEE MEETING – District, \$37.30 Per Hour, 2019-20 School Year

Cid, Deena
Curcio, Heather
De Matta, Sussan
De Moss, Cynthia
Garces, Jeannette

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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AFTER SCHOOL COMMITTEE MEETING – District, \$37.30 Per Hour, 2019-20 School Year (cont.)

Griswold, Naomi
Joachim, Susan
Mc Gregory, Michael
Munoz, Janet
Neill, Kirsten
Ruiz, Elisa
Ruse, Charlotte
Rush, Samantha
Sosa, Yvonne
Toledo, Jennifer
Valladares, Jazmin

AFTER SCHOOL TESTING MEETING – District, \$37.30 Per Hour, 2019-20 School Year

Balster, Lisa
Brossmer, Esther
Galan-Zeisel, Rose
Griffin, Andrea
Guerrero, Annabel
Kim, Christine
Lopez, Carrie
Ortega, Julia
Reeves, Isela
Ruesga, Alexandra
Rush, Samantha
Stanley, Barak
Zarate, Linda

AFTER SCHOOL TUTORING – Doty, \$37.30 Per Hour, 2019-20 School Year

Andrade, Raul
Awad, Myra
Benner, Garrett

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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AFTER SCHOOL TUTORING – Doty, \$37.30 Per Hour, 2019-20 School Year (cont.)

Blanchard, Matthew
Callies, Jeremy
Carter, Kathleen
Craig, Michael
Dodge, Kevin
Dyer, Thomas
Eagen, Melanie
Hauben, Kelly
Im, Chandaramo
Marcy, Wendy
McClinton, Marjorie
Moore, Catherine
Munoz, Maria
Parry, Tracy
Reyes, Carlos
Swain, Lisa
Vingino, Lora

AVID SUMMER PLANNING – District, \$36.65 Per Hour, 6/04/19-8/09/19

Espina, Marlon
Fisher, Stephanie
Harris, Andrea
Karout, Sarah
Tse, Paul

BACK TO SCHOOL NIGHT – Lewis, \$37.30 Per Hour, 2019-20 School Year

Dominguez, Luis

BOOK REVIEW COMMITTEE – District, \$37.30 Per Hour, 2019-20 School Year

Bohlinger, Tyson
Dayhoff, Laurie
Elsasser, Gregory
Hansen, Lars

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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BOOK REVIEW COMMITTEE – District, \$37.30 Per Hour, 2019-20 School Year (cont.)

Hecker, Robert
Huff, Diane
Ordway-Roach, Brandy
Powers, Deborah
Sparangis, Christine

CAPTURING KIDS HEARTS TRAINING – District, \$37.30 Per Hour, 2019-20 School Year

Acosta Munoz, Luz Jacqueline
Andrew, Charlotte
Arosteguy, Victoria
Brauser, Rebecca
Buenrostro, Carmen
Casalegno, Vonnice
Catalano, Cory
Chan, Isela
Contreras, Tomas
Del Rosario, Conrad
Espina, Marlon
Fitzpatrick, Shawn
Fuenmayor, Gustavo
Gioulatos, Joanne
Hayes, Anda Jo
Homer, Jeffrey Scot
Huang, Ye Yuan
Kinney, Courtney
Korduner, Karen
Kwa, Karina
Lara, Jr., Edward
Lee, Branwyn
Lyons, John
Maldonado, Julia
Massey, Anthony
McGrath, Christian
Medina, Ryan

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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CAPTURING KIDS HEARTS TRAINING – District, \$37.30 Per Hour, 2019-20 School Year (cont.)

Mendoza, Cynthia
Mistik, Lisa
Mojarro, Jenny
Moore, Catherine
Morales, Crystal
Moren, Dean
Muller, Michael
Ordonez Zavala, Valeria
Orozco, Donna
Padilla, Kelly
Parry, Tracy
Portillo, Evelyn
Salazar, Jr., Larry
Siryj, Margaret
Storey, Danielle
Sun, Charlene
Tansopalucks, Trirath
Valladares, Jaime
Villarreal, Ana
Wheeler, Teresa
Whitt, Aaron

CARNIVAL OF CHAMPIONS – Rio Hondo, \$1,384.00 Per Year, 2019-20 School Year

Ulaner, Max

CHARACTER COUNTS LEAD TEACHER – Columbus, \$37.30 Per Hour, 2019-20 School Year

Vega, Elizabeth

CHOIR ADDITIONAL HOURS – Lewis, \$37.30 Per Hour, 2019-20 School Year

Alberico, Lori
Barnes, Lindsay
Mayer, Lucia

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>COMBINATION CLASS TEACHER STIPEND</u> – \$7,631.00 Per Year, 2019-20 School Year			
<u>Alameda</u> Gilbert-Kaho, Patricia			
<u>Gauldin</u> Verstegen, Kathleen			
<u>Imperial</u> Olea, Janice			8/12/19- 8/31/19
<u>Rio Hondo</u> Lorberter, Rosanna Mc Carty, Christina			
<u>Williams</u> Breit, Susan			8/12/19- 8/31/19
<u>CONFERENCE PRESENTER PREP</u> – District, \$37.30 Per Hour, 2019-20 School Year			
Artim, Kristin			
Buchanan, Patricia			
Carrillo, Monica			
De Leon, Julia			
Del Rio De Agranowitz, Santiago			
De Matta, Sussan			
Estrada, Lilly			
Galan-Zeisel, Rose			
Girardin, Kathleen			
Gomez Correa, Darlene			
Graves, Todd			
Guardado, Lorena			
Guerrero, Annabel			
Huh, Julia			
Jauregui, Noemi			
Kacou, Natalie			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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CONFERENCE PRESENTER PREP – District, \$37.30 Per Hour, 2019-20 School Year
(cont.)

Minton, Tara
Mitchener, Lisa
Munoz, Janet
Negrete, Teresa
Neill, Kirsten
Ortega, Julia
Riancho Del Bueno, Magali
Roche, Kristina
Rowe, Sara
Ruiz, Elisa
Rush, Samantha
Silva, Amy
Starnes, Riley
Tate, Susan
Toledo, Jennifer
Ulaner, Max
Waymack, Rebecca
Wilson, Angelika

DEAN ADDITIONAL HOUR – Sussman, \$37.30 Per Hour, 2019-20 School Year

Flores, Thomas

DETENTION – Stauffer, \$37.30 Per Hour, 2019-20 School Year

Dekker, David
Nakamura, Eric
Ragusa, Elise

DHH MANDATORY STAFF MEETING – District, \$37.30 Per Hour, 2019-20 School Year

Bishop, Kevin
Burnette, Christina
Cuellar, Veronica

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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DHH MANDATORY STAFF MEETING – District, \$37.30 Per Hour, 2019-20 School Year (cont.)

Flores, Celeste
Granados, Margo
Herdrich, Naree
McLemore, Esther
Sandoval-Ceja, Teresa
Slaney, Erin

EL COORDINATOR HOURS – Doty, \$37.30 Per Hour, 2019-20 School Year

Hauben, Kelly
Molletti-Bovey, Virginia

ELL MEETINGS – Columbus, \$37.30 Per Hour, 2019-20 School Year

Simpson, Matthew

ESGI ASSESSMENTS – Rio Hondo, \$57.65 Per Hour, 6/04/19-8/09/19

Garces, Jeannette
Guardado, Lorena
Mendenhall, Danielle
Park, Kaitlyn
Waymack, Rebecca

EXTENDED LIBRARY HOURS – Doty, \$37.30 Per Hour, 2019-20 School Year

Barrera, Jennifer

EXTRA DUTY – 2019-20 School Year

District

Ortega, Julia	Elementary Categorical Resource Teacher	\$2,544.00 Per Year
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I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>EXTRA DUTY – 2019-20 School Year (cont.)</u>			
<u>Doty</u>			
Becker, Robert E.	Robotics	\$1,585.00 Per Year	
Dodge, Kevin	W.E.B.	\$1,554.00 Per Year	
Fetter, Mark	7 th Grade Football	\$1,443.00 Per Year	
Fetter, Mark	8 th Grade Football	\$1,443.00 Per Year	
Fiktarz, Joseph	Student Council Advisor	\$ 777.00 Per Year	
Keen, Andrea	Band	\$1,585.00 Per Year	
Keen, Andrea	Choir	\$1,554.00 Per Year	
Keen, Andrea	W.E.B.	\$1,554.00 Per Year	
Lavalle, Vincent	7 th Grade G. Volleyball	\$1,443.00 Per Year	
Martin, Sheri	8 th Grade G. Volleyball	\$1,443.00 Per Year	
Molletti-Bovey, Virginia	6 th Grade Football	\$1,443.00 Per Year	
Moore, Meghan	6 th Grade G. Volleyball	\$1,443.00 Per Year	
Moren, Julie	Drama	\$1,585.00 Per Year	
Mui, Eunhae	Yearbook	\$1,585.00 Per Year	
Parry, Tracy	Student Council Advisor	\$ 777.00 Per Year	
<u>Griffiths</u>			
Bliss, Jennifer	W.E.B.	\$1,554.00 Per Year	
Chatmon, Charmetra	Yearbook	\$1,585.00 Per Year	
Houts, Jacob	6 th Grade Football	\$1,443.00 Per Year	
Hultquist, Jodeen	7 th Grade G. Volleyball	\$1,443.00 Per Year	
Legaspi, Ronald	Robotics	\$1,585.00 Per Year	
McNeil, Jessica	Drama	\$1,585.00 Per Year	
Ortiz, Joseph	8 th Grade Football	\$1,443.00 Per Year	
Plant, Edward	Student Council Advisor	\$1,554.00 Per Year	
Plant, Edward	8 th Grade G. Volleyball	\$1,443.00 Per Year	
Roberts, Mark	6 th Grade G. Volleyball	\$1,443.00 Per Year	
Schreiner, Scott	W.E.B.	\$1,554.00 Per Year	
Shull, James	7 th Grade Football	\$1,443.00 Per Year	
Taylor, Laura	Band	\$1,585.00 Per Year	
Taylor, Laura	Choir	\$1,554.00 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 – 2019-20 School Year (cont.)</u>			
<u>Stauffer</u>			
Casalegno, Vonnice	Student Council Advisor	\$ 777.00 Per Year	
Del Rio, Brandon	Yearbook	\$1,585.00 Per Year	
Del Rio, Brandon	Student Council Advisor	\$ 777.00 Per Year	
Donahue, Matthew	Robotics	\$ 792.50 Per Year	
Harr, Alyson	W.E.B.	\$1,554.00 Per Year	
Pyle, Andrea	Drama	\$1,585.00 Per Year	
Staggenborg, Kimberly	W.E.B.	\$1,554.00 Per Year	
Tansopalucks, Trirath	Robotics	\$ 792.50 Per Year	
Zarate, Osvaldo	Band	\$1,585.00 Per Year	
Zarate, Osvaldo	Marching Band	\$1,706.00 Per Year	
<u>Sussman</u>			
Barela, Mihaela	W.E.B.	\$1,554.00 Per Year	
Hamano, Jacqueline	Student Council Advisor	\$ 777.00 Per Year	
Hurst, Ann	Drama	\$1,585.00 Per Year	
Perkins, Ashley	Student Council Advisor	\$ 777.00 Per Year	
Reyna, Antonio	Band	\$1,585.00 Per Year	
Reyna, Antonio	Marching Band	\$1,706.00 Per Year	
Schmaltz, Jeffrey	Yearbook	\$1,585.00 Per Year	
Sun, Charlene	W.E.B.	\$1,554.00 Per Year	
Sun, Charlene	Robotics	\$1,585.00 Per Year	
<u>Columbus</u>			
Maldonado, Julia	Yearbook	\$2,356.00 Per Year	
Warzybok, Karin	Newspaper	\$1,178.00 Per Year	
Warzybok, Karin	Student Council Advisor	\$1,554.00 Per Year	

FEMINEER COORDINATOR MEETING – District, \$37.30 Per Hour, 2019-20 School Year

Arnold, Chad
Gonzalez, Kristy
Lara, Jennifer
Liakopoulos, Dimitra
Maples, Sara

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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FEMINEER COORDINATOR MEETING – District, \$37.30 Per Hour, 2019-20 School Year (cont.)

McConnell, Deanna
Merchant, Abida
Molletti-Bovey, Virginia
Moore, Meghan
Morales, Crystal
Portillo, Evelyn
Shull, James
Sun, Charlene
Taylor-Sabo, Melissa
Tindoc, Oliver
Vargas-Aguilar, Jessenia
Worthy, Jessica

GARDEN/CAMPUS BEAUTIFICATION – Lewis, \$37.30 Per Hour, 2019-20 School Year

Charlton, Stacie
Dubei, Lydia

GATE LEAD – District, \$37.30 Per Hour, 2019-20 School Year

Alvarez, Jennifer
Atlas, Lucy
Bliss, Julie
Brossmer, Esther
Cid, Deena
Curcio, Heather
De Moss, Cynthia
Gallion, Gina
Graves, Todd
Hille, Lorine
Jeong, Esther
Lorberter, Rosanna
Lozano, Brandon
Maples, Sara
Sanders, Debora
Ticknor, Crystal

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>GATE LEAD</u> – District, \$37.30 Per Hour, 2019-20 School Year			
Vargas-Aguilar, Jessenia Weldon, Dawn			
<u>HEALTH & FITNESS COORDINATOR</u> – Columbus, \$37.30 Per Hour, 2019-20 School Year			
Simpson, Matthew			
<u>HOME INSTRUCTION</u> – District, \$37.30 Per Hour, 2019-20 School Year			
Bassett, Kristian Castro, Faye Diulio, Judy Duncan, Timothy Farina, Daniel Gallegos, Louie Krimbow, Danielle La Fortune-Webster, Darla McConnell, Deanna Oregel, Luis Phillips, Larissa Quimby, Jason Rojas, Daniel Rooney, Maricella Ruiz, Elisa Saad, Amany Siryj, Margaret Taylor-Sabo, Melissa Tunberg, Alicia			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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IEP ADMINISTRATIVE DESIGNEE – \$58.23 Per Hour, 2019-20 School Year

Alameda

Dodson, Paula
Irdi, Natalie
Pacheco, Raelynn
Parra, Marcela
Williams, Cherie

Carpenter

Amaya, Yvonne
Boynton, Matthew
Reeves, Isela

Imperial

Chavez, Vicky
Cota, Graciela
Hernandez, Karin
Martinez, Kayla
Mulligan, Marie
Rojas, Laura
Ulloa, Maricella

Old River

Atlas, Lucy
De Matta, Sussan
Garcia, Griselda
Hertzmann, Aubrey
Loza, Susana
Maline, Sarina
Poitras, Christina
Raber, Brian
Venegas, Rosalba
Weiland, Tayler
Zarate, Linda

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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IEP COVERAGE – Lewis, \$37.30 Per Hour, 2019-20 School Year

Eichen, Deena
Winters, Callie

IEP PREVIEW DAY – Old River, \$36.65 Per Hour, 6/04/19-8/09/19

De Matta, Sussan
Loza, Susana
Poitras, Christina
Raber, Brian
Venegas, Rosalba

ILT MEETING – \$150.00 Per Day, 6/04/19-8/09/19

Gauldin
Balster, Lisa
Bauer, Liliana
Bomgaars, Jenalee
Cabrales, Elizabeth
Curcio, Heather
Martinez, Patricia
Mitchener, Lisa
Starnes, Riley
Torres, Lauren
Worthy, Lindsay

Rio Hondo
Barclay, Alyssa
Jauregui, Noemi
Paredes, Alondra
Reeves, Sherome
Rivera, Macrina
Waymack, Rebecca
Weidner, Debra

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

Aguirre, Sandra
Alvarado, Angelica
Amy, Ann
Brabb, Monica
Cox-Nichols, Trisha
Deichman, Kyle
Duncan, Timothy
Franciosi, Laura
Gomez, Susan
Huh, Julia
Johnson, Bethany
Kutzke, Cortny
Munoz, Janet
Reppert, Jocelyn
Rocha, Alexandra
Sandoval, Elizabeth
Selvanayagam, Kimberly
Simon, Melissa
Waymack, Rebecca
Weidner, Debra
Ylauan, Krista

INDUCTION MENTOR – District, \$1,882.00 Per Year, 2019-20 School Year

Bishop, Tanya
Bomgaars, Jenalee
Cabrera, Deann
Cid, Deena
Cruz, Mireya
Davis, Joshua
De Leon, Julia
Derkum, Michelle
Durkee, Allison
Gomez Correa, Darlene
Green, Kysha
Halbmaier, Michelle

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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INDUCTION MENTOR – District, \$1,882.00 Per Year, 2019-20 School Year (cont.)

Huls, Mindy
Jara, Jennifer
Joest, Julie
Kacou, Natalie
Keele, Shelley
Lamoureux, Marini
Mc Gregory, Michael
Mendenhall, Danielle
Moreno, Miguel
Ortega, Julia
Ozima, Carole
Paul, Anne Mary
Reguerio, Lourdes
Riancho Del Bueno, Magali
Roberson, Joshua
Roche, Kristina
Russell, Anne
Russell, Lee Ann
Tendler, Joey
Waymack, Rebecca
Welch, Kevin

INTERVENTIONIST – \$150.00 Per Day, 2019-20 School Year

Gallatin
Lujan, Emily
Juarez, Gabriella
Solis, Ashley

Lewis
Buenrostro, Marisol
Lee, Anessa

Price
Arriola, Cynthia
Lopez, Melissa
Wade, Laura

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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INTERVENTIONIST – \$150.00 Per Day, 2019-20 School Year (cont.)

Rio Hondo

Lazaro, Kathryn

Ramos, Brianna

Sussman

Carrasco, Jasmine

Columbus

Basham II, James

INTERVENTIONIST PREPPING & PLANNING – Price, \$37.30 Per Hour, 2019-20 School Year

Arriola, Cynthia

Lopez, Melissa

Wade, Laura

INTERVIEW PANEL – Sussman, \$150.00 Per Day, 6/04/19-8/09/19

Ferera, Gretchen

Gillespie, James

INTRAMURAL SPORTS – \$350.00 Per Year, Per Sport, 2019-20 School Year

Doty

Lavalle, Vincent

Football

Lavalle, Vincent

Street Soccer

Lavalle, Vincent

Volleyball

Lavalle, Vincent

Basketball

Lavalle, Vincent

Spring Soccer

Lavalle, Vincent

Wide World of Sports

Griffiths

Gayer, Billie

Dodgeball

Gayer, Billie

Hockey

Gayer, Billie

Basketball

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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INTRAMURAL SPORTS – \$350.00 Per Year, Per Sport, 2019-20 School Year (cont.)

Griffiths (cont.)

Gayer, Billie	Kickball
Gayer, Billie	Soccer
Gayer, Billie	Spring Basketball
Gayer, Billie	Spring Dodgeball

Sussman

Bisorca, Emanuel	Boys Basketball
Bisorca, Emanuel	Boys Football
Lee, Krystal	Fitness
Lee, Krystal	Rocks
Lopez, Daniel	Kickball
Lopez, Daniel	Soccer
Regan, Jennifer	Archery
Regan, Jennifer	Ultimate Frisbee

LIBRARIAN ADDITIONAL HOURS – \$37.30 Per Hour, 2019-20 School Year

Doty

Barrera, Jennifer

Sussman

Powers, Deborah

MASTER TEACHER – National University, \$300.00, 2017-18 School Year

Curcio, Heather

Lee, Jung Hee

NEW TEACHER ORIENTATION – District, \$269.49 Per Day, 8/09/19

Acosta Munoz, Luz Jacqueline
Aguilar III, Felipe
Alvarado, Angelica
Amaya, Yvonne
Ananias, Debbie

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>NEW TEACHER ORIENTATION</u> – District, \$269.49 Per Day, 8/09/19 (cont.)			
Ardis, Madera			
Ball, Lisa			
Barajas Jr., Efren			
Bassett, Kristian			
Bishop, Kevin			
Burnette, Cristina			
Cabrera, Deann			
Carey, Marilyn			
Carrere, Yvette			
Chavez, Vicky			
Cuellar, Veronica			
Curiel, Hilda			
Duarte, Evelyn			
Escobar, Ernesto			
Ewart, Emily			
Flores, Celeste			
Franklin-Topacio, Ann			
Gallagher, Sophie			
Garefis, Georgia			
Gomez, Julio			
Gomez, Susan			
Gonzales, Monica			
Gonzalez, Gabriel			
Granados, Margoth			
Hanein, Jessica			
Heyden, Kelly			
Higgins, Natalie			
Hogan, Sarah			
Huang, Ye Yuan			
Ingram, Alicia			
Johnson, Bethany			
Karout, Sarah			
Kim, Kerlan			
Kinney, Courtney			
Laemmlen, Amy			
Lara Jr., 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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NEW TEACHER ORIENTATION – District, \$269.49 Per Day, 8/09/19 (cont.)

Lord, Melissa
Malburg, Nicole
Maldonado, Julia
Marougas, Athanasia
Martinez, Stephanie
McLemore, Esther
Melendez, Danie
Menjivar-Guillen, Maria
Monge, Vanessa
Morales, Kara
Moran, Crystal
Neimann, Natalie
Nelson, Jared
Ordonez Zavala, Valeria
Orozco, Donna
Paredes, Reina
Payne, Shoshanna
Pearson, Kevin
Perez, Rachel T.
Petersen, Peggy
Pike, James
Ray-Barackman, Katrina
Reyes, Rosalie
Rocha, Alexandra
Salazar, Larry
Sanchez, Stephanie
Sanchez-Lopez, Michelle
Sandoval-Ceja, Teresa
Sosa, Yvonne
St. Clair, Brian
Torres, Vanessa
Tufnell, Tracy
Valencia, Gabriel
Valencia, Rita
Ventura, Noelia
Viramontes, Celeste

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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NEW TEACHER ORIENTATION – District, \$269.49 Per Day, 8/09/19 (cont.)

Warren, Jamie
Washington, Kimberly
Young, Stephanie
Zarate, Osvaldo

NEW TEACHER TRAINING – District, \$37.30 Per Hour, 2019-20 School Year

Pike, James
Reyes, Rosalie
Rocha, Alexandra
Sanchez, Stephanie
Sosa, Yvonne
Tuffnel, Tracy
Valencia, Gabriel
Ventura, Noelia
Warren, Jamie
Woodard, Shannon

ORTHOPEDIC IMPAIRMENT CONSULTANT – District, \$80.00 Per Hour, 2019-20 School Year

Jones, Cynthia

PARENT ED TRANSLATOR – Carpenter, \$37.30 Per Hour, 2019-20 School Year

Reeves, Isela

PARENT MEETING – District, \$37.30 Per Hour, 2019-20 School Year

Davis, Joshua
Mc Gregory, Michael

PE PLANNING & PREP TIME – Lewis, \$37.30 Per Hour, 2019-20 School Year

Marquez, Irene

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>PLC/GRADE LEVEL LEAD</u> – \$1,638.00 Per Year, 2019-20 School Year			
<u>Alameda</u>			
Brooks, Kim	Kindergarten		
Cid, Deena	4 th Grade		
Conkle, Melanie	3 rd Grade		
Christian, Carrie	1 st Grade		
Gutierrez, Brittany	2 nd Grade		
<u>Gallatin</u>			
Ackley, Kimberly	5 th Grade		
Amy, Ann	1 st Grade		
Skelly, Patricia	Kindergarten		
Swenson, Cheyenne	4 th Grade		
Waterworth, Michelle	3 rd Grade		
Yoon, Christine	2 nd Grade		
<u>Gauldin</u>			
Bauer, Lilliana	2 nd Grade		
Bomgaars, Jenalee	3 rd Grade		
Cabrales, Elizabeth	5 th Grade		
Martinez, Patricia	1 st Grade		
Mitchener, Lisa	4 th Grade		
Torres, Lauren	Kindergarten		
<u>Imperial</u>			
Selvanayagam, Kimberly	Kindergarten		
<u>Rio Hondo</u>			
Barclay, Alyssa	2 nd Grade		
Paredes, Alondra	5 th Grade		
Reeves, Sherome	4 th Grade		
Rivera, Macrina	1 st Grade		
Waymack, Rebecca	Kindergarten		
Weidner, Debra	3 rd Grade		

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>PLC/GRADE LEVEL LEAD – \$1,638.00 Per Year, 2019-20 School Year (cont.)</u>			
<u>Rio San Gabriel</u>			
Dekker, Jenise	4 th Grade		
Higginbotham, Gina	3 rd Grade		
Morales-Bell, Monica	2 nd Grade		
Munoz, Janet	5 th Grade		
Sullivan, Alicia	Kindergarten		
Wilson, Angelika	1 st Grade		
<u>Ward</u>			
Maiques, Beth	3 rd Grade		
Negrete, Teresa	2 nd Grade		
Pena, Elena	Kindergarten		
Piercy, Jami	1 st Grade		
Ruiz, Elisa	4 th Grade		
<u>Doty</u>			
Becker, Robert J.	Science 6		
Belman, Billy	Social Studies 6		
Carter, Kathleen	Social Studies 8		
Cohen, Kristofer	ELA 8		
Dodge, Kevin	Math 7		
Driscoll, Loren	Math 8		
Fiktarz, Joseph	Science 8		
Guzik, Michael	Social Studies 7		
Haas, Derek	Math 6		
Hille, Lorine	ELA 7		
Im, Chandaramo	Science 7		
Konoske, Joseph	ELA 6		
<u>Sussman</u>			
Chan, Isela	Science 7		
Espeseth, Cindy	History 8		
Ferera, Gretchen	English 7		
Gallagher, Sophie	<u>English 8</u>		
Hamano, Jacqueline	<u>Math 8</u>		

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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PLC/GRADE LEVEL LEAD – \$1,638.00 Per Year, 2019-20 School Year (cont.)

Sussman (cont.)

Lundsberg, Megan	<u>Math 7</u>
Neal, Lorraine	<u>History 6</u>
Perkins, Ashley	<u>Math 6</u>
Schmaltz, Jeffrey	<u>English 6</u>
Tao, Jayme	<u>Science 8</u>
Weldon, Dawn	<u>History 7</u>

Columbus

Hecker, Robert	<u>English</u>
Swander, William	<u>Social Studies</u>

PLC/GRADE LEVEL SUMMER MEETING – Gallatin, \$150.00 Per Day, 6/04/19-8/09/19

Ackley, Kimberlee
Amy, Ann
Johnson, Tami
Kim, Christine
Skelly, Patricia
Swenson, Cheyenne
Yoon, Christine

PLC/GRADE LEVEL SUMMER PLANNING – Old River, \$36.65 Per Hour, 6/04/19-8/09/19

De Matta, Sussan
Garcia, Griselda
Glick, Lisa
Rivas, Wendy
Roche, Kristina
Zarate, Linda

PLTW CORE TRAINING – District, \$269.49 Per Day, 6/04/19-8/09/19

Merchant, Abida
Santa Cruz, Juliet
Sun, Charlene

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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PROFESSIONAL DEVELOPMENT – District, \$37.30 Per Hour, 2019-20 School Year

Bishop, Tanya
Bowen, Christopher
Canham, Melissa
Gamero, Jennifer
Luevano, Marnie
Martinez, Glenda
Neill, Leslie
Ozima, Carole
Wright, Julia
Yearsley, Julie

ROBOTICS COACH – \$37.30 Per Hour, 2019-20 School Year

Gauldin

Ananias, Debbie
Curcio, Heather
Gomez, Julio
Mitchener, Lisa

Lewis

Barnes, Lindsay
Coronel, Evelyn
Johnson, Bethany
Kacou, Natalie
Pike, James
Teague-Piazza, Jennifer

Price

De Goeas, Elizabeth
De Moss, Cynthia
Dillon, Karen
Hooker, Nancy

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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RSP CASELOAD OVERAGE – District, \$165.00 Per Student, Per Month, 2019-20 School Year

Adams, Melanie
Acosta, Kellie
Arosteguy, Victoria
Byers, Erik
Davis, Dexter
Duncan, Timothy
Eagen, Melanie
Edmonds, Carly
Eichen, Deena
Farina, Daniel
Flores, Natalie
McFadyen, Ian
Portillo, Evelyn
Romero, Jennifer
Siryj, Margaret
Williams, Jack
Wood, Denise

SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM – \$37.30 Per Hour, 2019-20 School Year

Alameda
Ball, Lisa
Calderon, Richard
Gallardo, Alma
Gilbert-Kaho, Patricia
Griffin, Andrea
Pacheco, Raelynn
Williams, Maria
Zubiate, Mariaelena

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.)

Gauldin

Bauer, Liliana
Bomgaars, Jenalee
Curcio, Heather
De Mello, Lydia
Flores-Stendahl, Carmina
Lee, Denise
Mitchener, Lisa
Verstegen, Kathleen

Imperial

Alvarado, Angelica
Anderson, Diane
Deitch, Amy
Malburg, Nicole
Moran, Crystal
Ruesga, Alexandra
Russell, Anne

Lewis

Beaver, Karin
Buenrostro, Marisol
Kacou, Natalie
Lee, Wendy
Minahan, Melissa
Overturf, Kristy
Winters, Callie

Price

Arriola, Cynthia
Buccola-Webber, Jacqueline
De Moss, Cynthia
Farina, Stephanie
Finn, Melissa
Flores, Jennifer
Gillespie, Heidi

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.)

Price (cont.)

Granados, Cathy
Grijalva, Heather
Guerrero, Annabel
Otero, Kara
Redfox, Carrie
Wadman, Anne

Rio San Gabriel

Cortes, Leticia
Fishman, Annabeth

Williams

Burney, Shelby
Caro, Vanessa
Estrada, Lilly
Lee, Junghee
Russell Hernandez, Nicole
Russell, Sara
Rush, Samantha

Warren

Arnold, Jeffrey
Cha, David
Curiel, Joe
Deichman, Kyle
Dou, Sophia
Fisher, Stephanie
Gomez, Erica
Harris, Andrea
Kozhaya, Garineh
Lo Coco, Bartolo
Lopez, Karla
Mack, Deanna
Mendez, Daniel

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM</u> – \$37.30 Per Hour, 2019-20 School Year (cont.)			
<u>Warren (cont.)</u>			
Merchant, Abida			
Muller, Michael			
Orejel, Edgar			
Pearson, Kevin			
Sinsombutcharoen, Nina			
Trejo, Raymundo			
Tse, Paul			
Vasquez-Funk, Mercelena			
Willis, Monique			
Yost, Holly			
Zegarra, Johnny			
<u>SDC STEAM</u> – Ward, \$37.30 Per Hour, 2019-20 School Year			
Bassett, Kristian			
<u>SPEECH LANGUAGE PATHOLOGIST STIPEND</u> – District, \$5,228.00 Per Year, 2019-20 School Year			
Viramontes, Celeste			
<u>SST COORDINATOR</u> – Carpenter, \$37.30 Per Hour, 2019-20 School Year			
Reeves, Isela			
<u>STUDENT COUNCIL ADVISOR</u> – \$1,365.00 Per Year, 2019-20 School Year			
<u>Lewis</u>			
Coronel, Evelyn		50%	
Martinez, Tracy		50%	
<u>Williams</u>			
Dykes, Cynthia		50%	
Nambo, Lisa		50%	

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>SUBSTITUTE COUNSELOR</u> – \$409.77 Per Diem			
<u>Doty</u> Ramsey, Leigh			10/04/19- TBD
<u>Griffiths</u> Ramsey, Leigh			9/30/19- 10/03/19
<u>SUBSTITUTE TEACHER</u> – District, \$150.00 Per Day, 2019-20 School Year			
Aguilar, Christopher Basurto, Karla Diaz, Dalenys Estrada, Amanda Juarez, Gabriella Mendoza, Lizbeth Navichoque, Jessica Olariu, Joshua Ramos, Brianna Sillas-Jimenez, Sonia White, Deborah			
<u>SUMMER IEP MEETINGS</u> – Sussman, \$150.00 Per Day, 6/04/19-8/09/19			
Byers, Erik			
<u>SUMMER PLANNING MEETING</u> – Old River, \$36.65 Per Hour, 6/04/19-8/09/19			
De Matta, Sussan Garcia, Griselda Hertzmann, Aubrey Raber, Brian Vanden Berge, Samantha Viramontes, Gerise			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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SUMMER REGISTRATION – Sussman, \$150.00 Per Day, 6/04/19-8/09/19

Perkins, John

SUPERVISION – \$32.90 Per Hour, 2019-20 School Year

Doty

Benner, Garrett

Munoz, Maria

Sussman

Carrasco, Jasmine

Guier, Kathy

McEwen, Nicholas

Medina, Teresa

Paz, Eduardo

TEACHER ADDITIONAL PERIOD – To be paid tenthly at 18% of Contract Salary, per Memorandum of Understanding between DEA and DUSD, 8/14/19-12/19/19

Lewis

Marquez, Irene

Life Skills

Warren

Tendler, Joey

APEX Credit Recovery

TECHNOLOGY LEADERSHIP – Lewis, \$37.30 Per Hour, 2019-20 School Year

Barnes, Lindsay

Charlton, Stacie

Coronel, Evelyn

Jaquess, Jennifer

Minton, Tara

Pike, James

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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TECHNOLOGY TEACHER LEADER – District, \$2,557.00 Per Year, 2019-20 School Year

Brossmer, Esther
Buchanan, Patricia
Cid, Deena
Covarrubias, Anthony
Curcio, Heather
Estrada, Lilly
Fisher, Susan
Hultner, Kathleen
Konegni, Robin
Maline, Sarina
Mc Loughry, Amy
Melara, Rafael
Minton, Tara
Neill, Kirsten
Olmedo, Margaret
Pike, James
Priebe, Vanessa
Riancho Del Bueno, Magali
Russell, Anne
Selvanayagam, Kimberly
Swenson, Cheyenne
Tanaka, Georgina
Thomas, Lisa
Worthy, Lindsey

TEEN COURT COORDINATOR – Columbus, \$37.30 Per Hour, 2019-20 School Year

Swander, William

TK/K OVER NEGOTIATED CAP – \$165.00 Per Student, Per Month, 2019-20 School Year

Imperial
Alvarado, Angelica
Castanon, Suzanne
Huls, Mindy

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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TK/K OVER NEGOTIATED CAP – \$165.00 Per Student, Per Month, 2019-20 School Year (cont.)

Imperial (cont.)

Mullins, Elisabeth

Perez, Adriana

Schroeder, Christine

Selvanayagam, Kimberly

Lewis

Jaquess, Jennifer

Johnson, Bethany

LaCommare-Epp, Heidi

Lee, Wendy

Overturf, Kristy

Teague-Piazza, Jennifer

Ward

Cook, Nicole

Pena, Elena

Sanchez, Stephanie

Shellenbergar, Cheryl

TRANSLATION – Alameda, \$37.30 Per Hour, 2019-20 School Year

Zubiate, Mariaelena

TUTORING – \$37.30 Per Hour, 2019-20 School Year

Alameda

Zubiate, Mariaelena

Old River

Berbower, Stephanie

De Matta, Sussan

Penate, Raquel

Roche, Kristina

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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TUTORING – \$37.30 Per Hour, 2019-20 School Year (cont.)

Price

Anagnostou, Nikolina
Arriola, Cynthia
Buccola-Webber, Jaqueline
Dillon, Karen
Doddy, Alicia
Farina, Stephanie
Gillespie, Heidi
Guerrero, Annabel
Jones, Eugene
Lopez, Melissa
Maxwell, Lance
Seehusen, Sara
Wade, Laura
Wadman, Anne
Yun, Ruth

Williams

Burney, Shelby
Nambo, Lisa
Romero, Alexandria
Rush, Samantha
Russell Hernandez, Nicole
Russell, Sara
Santana, Patricia

Doty

Haas, Derek

Columbus

Hecker, Robert

ZERO/7TH PERIOD COVERAGE – Griffiths, \$37.30 Per Hour, 2019-20 School Year

Romero, Gabriel
Santana, Valerie

I. CERTIFICATED

C. Leave of Absence

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Martinez, Daniel	Teacher Warren \$79,031	AB375 Child Bonding	11/05/19- 12/06/19
Monte, Richard	Program Director DAS \$49.72 Per Hour	AB375 Child Bonding	9/30/19- 10/10/19
Venegas, David	Teacher – SDC Sussman \$70,491	AB375 Child Bonding	10/01/19- 11/22/19

D. Reassignments

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Arnold, Jeffrey	AB375 Child Bonding	Teacher Warren \$89,718	10/02/19
Chagolla, Amanda	AB375 Child Bonding	Teacher – SDC Lewis \$68,365	10/21/19
Garcia, Humberto	Vice Principal Doty \$120,984	Assistant Principal Warren \$134,276	10/07/19
Monte, Richard	AB375 Child Bonding	Program Director DAS \$49.72 Per Hour	10/11/19
Persico-Donahue, Gianna	AB375 Child Bonding	Counselor Griffiths \$86,839	9/30/19

I. CERTIFICATED

D. Reassignments (cont.)

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Tiffany, Payama	AB375 Child Bonding	Teacher Griffiths \$102,013	11/04/19

E. Terminations

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Agranowitz, Natalia	Teacher – SBC Autism Stauffer \$59,808	10/25/19	Voluntary Resignation
Fercho, Julie	Program Specialist Special Education \$113,335	10/25/19	Voluntary Resignation
Hernandez, Karin	SLP Special Education \$113,022	1/06/20	Service Retirement

II. CLASSIFIED

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Florendo, Maria (Rpl. M. Moyer)	Speech-Lang. Path. Asst. Special Education	\$5,118.00 mo. (93.75%)	10/07/19
Guevara, Jackelyn (Rpl. A. Kim-Aguilar)	Int. Clerical Asst.-Bil./Bi-Lit. Downey High	\$3,378.00 mo. (100%)	10/15/19
Leung, Eric (Rpl. L. Magdaleno)	Database Administrator Technology & SIS	\$7,793.00 mo. (100%)	10/07/19
Ruano, Maria (Rpl. C. Padilla)	Int. Clerical Asst.-Bil. Downey High	\$3,298.00 mo. (100%)	10/22/19
Vallejo, Jr., Lino (Rpl. F. Shih)	Assistant Buyer Purch./Warehouse	\$5,113.00 mo. (100%)	10/01/19
Zuniga Sutton, Amanda (Rpl. D. Diaz)	Int. Clerical Asst.-Bil/Bi-Lit. Warren High	\$3,378.00 mo. (100%)	10/21/19

SR. INSTRUCTIONAL ASSISTANT - \$3,726.00 Per Month, (81.25%), Service Begins 10/07/19

Estrada, Ariel	Downey High	\$3,065.00 mo.	
Martin, Michael	Stauffer	(68.75%)	
Vinson Lopez, Sarah	Downey High		10/08/19

SR. INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED - \$3,217.00 Per Month, (81.25%), Service Begins 10/07/19

Aguilar-Soltis, Danielle	Rio San Gabriel	\$3,551.00 mo.	
Alcala, Angel	Warren High		
Anguiano, Evangelina	Alameda	(75%)	
Coker, Olufimilayo	Rio Hondo	(75%)	10/14/19
Cuadros, Leslie	Unsworth	(75%)	
King, Giorlette	Alameda	(75%)	10/21/19
Mazariegos, Herminia	Carpenter		
Rodriguez, Sally	Alameda		
Sainz, Jamie	Gallatin		10/14/19
Williams, Alicia	Rio San Gabriel		
Woods King, Samantha	Rio San Gabriel	(75%)	

II. CLASSIFIED

B. Employments (Temporary)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Aguilar, Guadalupe (Working out of class as needed)	School Office Mgr. Rio Hondo	\$4,421.00 mo.	08/01/19- 06/30/20
Dolmos Chavez, Lizette (Working out of class as needed)	Int. Clerical Asst.-Bi/Bi-Lit. Warren High	\$4,112.00 mo.	09/23/19- 06/30/20
Frontela, Martha (Working out of class as needed)	School Office Mgr. Rio Hondo	\$4,315.00 mo.	08/01/19- 06/30/20
Garcia, Norma (Substitute)	Attend./Records Clerk Varies	\$24.295 hr.	10/07/19
Hansen, Gabriella (Working out of class as needed)	Inter. Clerical Assistant Ward	\$3,726.00 mo.	09/12/19- 06/30/20
Hayes, Brayden (Substitute)	Library Media Tech. Varies	\$18.560 hr.	10/21/19
Iacovitti, Alex (Substitute)	School Based Therapist Varies	\$30.243 hr.	09/25/19
Iturbe, Luz (Working out of class as needed)	Utility Worker Carpenter	\$4,316.00 mo.	10/07/19- 06/30/20
Landeros, Maria (Substitute)	Bus Driver Transportation	\$21.508 hr.	10/21/19
Lopez, Homer	Pep Squad Assistant Downey High	Not to exceed \$2,682.00	08/14/19- 05/29/20
Lopez, Sandra (Substitute)	Child Care Assistant Varies	\$13.500 hr.	09/19/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Monarrez, Mabel (Working out of class as needed)	School Office Mgr. Price	\$4,423.00 mo.	10/15/19- 06/30/20
Morales, Lisa (Working out of class as needed)	Sr. Instruct. Asst.-BC Old River	\$3,916.00 mo.	09/30/19
Pulido, Jessica	Lab Assistant Adult School	\$12.000 hr. (Not to exceed 800 Hours)	09/11/19- 06/30/20
Quezada, Rubi	Pep Squad Assistant Downey High	Not to exceed \$3,473.00	08/14/19- 05/29/20
Renna, Ingrid (Substitute)	Sr. Instr. Asst.-Sign Lang. Varies	\$18.560 hr.	10/10/19
Ruano, Maria (Substitute)	School Office Mgr. Varies	\$22.593 hr.	09/13/19
Ruano, Maria (Substitute)	Inter. School Office Mgr. Varies	\$22.593 hr.	10/03/19
Tiscareno, Clara (Substitute)	School Office Mgr. Varies	\$22.033 hr.	10/03/19
Wilson, Shirley (Substitute)	Inter. School Office Mgr. Varies	\$24.283 hr.	09/30/19
Wilson, Shirley (Substitute)	Sr. School Office Mgr. Varies	\$24.283 hr.	09/24/19

AVID TUTOR – College & Career Readiness, \$13.750 Per Hour, Not to Exceed 800 Hours, 09/13/19-06/30/20

Barba, Jasmin
Garcia Alvarez, Karen
Jimenez, Xochitl

09/26/19-06/30/20

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>FOOD SERVICE ASSISTANT (Substitute) – Food Services, \$14.579 Per Hour,</u> 10/22/19			
Flores, Benita			
Melgoza, Aracely			
<u>INTERMEDIATE CLERICAL ASSISTANT (Substitute) - \$19.027 Per Hour</u>			
Daza, Rodaina			09/12/19
Guevara, Jackelyn			09/18/19
Lopez Hernandez, Laura		\$19.489 hr.	09/23/19
Mendoza, Maryanna			09/26/19
Perez, Marleen		\$18.560 hr.	10/01/19
<u>PHYSICAL EDUCATION ASSISTANT (Substitute) – Instructional Support Programs,</u> \$16.864 Per Hour			
Arrue Jammal, Liyla			10/01/19
Puga, Jorge			09/23/19
<u>SENIOR INSTRUCTIONAL ASSISTANT (Substitute) - \$17.683 Per Hour</u>			
Martin, Michael			09/12/19
Soria, Tiffany			09/19/19
<u>SENIOR INSTRUCTIONAL ASSISTANT-BC (Substitute) - \$18.560 Per Hour</u>			
Allen, Monique			09/18/19
Cole, Asia			10/07/19
Dominguez, Cindy			10/11/19
Frausto, Rosemary			09/13/19
Guadarrama, Alejandra			09/23/19
Harris, Kia			10/17/19
Johnson, Chartrice			10/21/19
Lemucchi, Melissa			09/11/19
Malone, Jr., Edward			09/19/19
Martinez, Diana			10/21/19
Medina, Ruth			09/30/19
Millette, Ruthy			09/16/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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SENIOR INSTRUCTIONAL ASSISTANT-BC (Substitute) - \$18.560 Per Hour (cont.)

Moreno, Gabriela			10/01/19
Sanchez, Bernandette			09/20/19
Velasquez, Yessie			10/03/19
Velazquez, Lizette			09/30/19

SENIOR INSTRUCTIONAL ASSISTANT-S/MH (Substitute) - \$18.560 Per Hour

Hernandes, Rosemary			09/30/19
Malone, Jr., Edward			10/04/19
Manyere, Briana			09/13/19
Soria, Tiffany			10/03/19

STUDENT HELPER – \$12.000 Per Hour, 10/01/19-06/30/20, Not to exceed 800 Hours

Baca, Elio	Stauffer	
Bado, Ethan	College & Career Readiness	10/03/19-06/30/20
Barraza, Alfredo	Stauffer	09/23/19-06/30/20
Castillo, Roxana	Sussman	10/07/19-06/30/20
Coronado, Isabella	College & Career Readiness	09/24/19-06/30/20
Flores, Bryant	Warren High	
Reyes, Ariana	Downey High	09/14/19-06/30/20
Ruiz, Jared	Downey High	09/26/19-06/30/20
Shields, Jett	Stauffer	
Solis-Reyes, Destiny	Warren High	
Solorzano, Ximena	Sussman	10/07/19-06/30/20
Tobar, Ivy	Sussman	10/07/19-06/30/20

STUDENT SUPERVISION ASSISTANT – Extra Duty, Warren High, \$12.000 Per Hour, 08/01/19-06/30/20, Not to exceed 8 Hours Per Event

Abrego, Rosa
Aguilar, Diana
Chesser, Peggie
Chowdhry, Shaiza
Enslin, Ellen
Franco, Marisol
LeFlore, Zaiid

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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STUDENT SUPERVISION ASSISTANT – Extra Duty, Warren High, \$12.000 Per Hour,
08/01/19-06/30/20, Not to exceed 8 Hours Per Event (cont.)

Macias, Hismelda
Magana, Oscar
Matthews, Tahja
Millette, Ruthy
Nava, Jose
Palmer, Rachel
Perez, Angelica
Perez, Roxanne
Ramirez, Ramon
Ramos, Genesis
Reyes, Justene
Robles, Jose
Sii, Greg
Somohano, Yvonne
Tidwell, Aaron
Trammell, Charles
Vaaulu, Frances
Waites, Catherine
Walker-Nipp, Debra
Wilson, Shirley

STUDENT SUPERVISION ASSISTANT – Extra Duty, Downey High, \$12.000 Per Hour,
08/01/19-06/30/20, Not to exceed 6 Hours Per Event

Aguayo, Nora
Andreasen, Il, Jack
Bracey, Kenyon
Colon, Angelita
Enslin, Laura
Guier, Ronn
Kim-Aguilar, Adriana
Luevano, Regina
Macias, Arlene
Padilla, Claudia
Rodriguez, Jeannette

II. CLASSIFIED

C. Change of Assignment

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Acuna, Astrid (Administrative Transfer)	Sr. Instruct. Asst.-BC Columbus High \$3,386.00 mo. (81.25%)	Sr. Instruct. Asst.-BC Warren High \$3,386.00 mo. (81.25%)	09/23/19
Amador, Deborah (Increase in Hours)	Student Supv. Asst. Alameda \$12.000 hr. (32.25%)	Student Supv. Asst. Alameda \$12.000 hr. (41.625%)	09/26/19
Borrero, Lilia (Increase in Hours)	Student Supv. Asst. Alameda \$12.000 hr. (40.625%)	Student Supv. Asst. Alameda \$12.000 hr. (41.625%)	09/26/19
Cervantes, Irma (Working out of class for regular employee)	Food Service Asst. II Stauffer \$19.004 hr. 5 Hours	Lead Food Svc. Asst. Stauffer \$20.487 hr. 7 Hours	09/23/19
Fallon, Susan (Increase in Hours)	Student Supv. Asst. Alameda \$12.000 hr. (40.625%)	Student Supv. Asst. Alameda \$12.000 hr. (41.625%)	09/26/19
Frausto, Elia (Administrative Transfer)	Sr. Instruct. Asst.-BC Warren High \$3,916.00 mo. (81.25%)	Sr. Instruct. Asst.-BC Downey High \$3,916.00 mo. (81.25%)	10/07/19
Garcia, Catia (Increase in Hours)	Student Supv. Asst. Alameda \$12.000 hr. (40.625%)	Student Supv. Asst. Alameda \$12.000 hr. (41.625%)	09/26/19
Garcia de Salazar, Griselda (Increase in Hours)	Student Supv. Asst. Alameda \$12.000 hr. (40.625%)	Student Supv. Asst. Alameda \$12.000 hr. (41.625%)	09/26/19

II. CLASSIFIED

C. Change of Assignment (cont.)

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Gary, Jeremiah (Working out of class for regular employee)	Custodian Operations \$4,075.00 mo. (100%)	Utility Worker Unsworth \$4,316.00 mo. (100%)	10/07/19
Gonzalez, Diamantina (Return to regular assignment)	Utility Worker Williams \$3,547.00 mo. (100%)	Custodian Operations \$3,365.00 mo. (100%)	09/16/19
Guerrero, Reyna (Increase in Hours)	Student Supv. Asst. Alameda \$12.000 hr. (40.625%)	Student Supv. Asst. Alameda \$12.000 hr. (41.625%)	09/26/19
Lozano, Jesse (Return to regular assignment)	Utility Worker Unsworth \$3,547.00 mo. (100%)	Custodian Operations \$3,365.00 mo. (100%)	09/16/19
Luevano, Regina (Promotion) (New Position)	Sr. Instruct. Asst.-BC Downey High \$3,916.00 mo. (87.5%)	Inter. Clerical Asst. DHH Program \$3,916.00 mo. (100%)	10/22/19
Luis-Mendez, Angelica (Increase in Hours)	Student Supv. Asst. Alameda \$12.000 hr. (40.625%)	Student Supv. Asst. Alameda \$12.000 hr. (41.625%)	09/26/19
McCaughan, Katherine (Increase in Hours)	Student Supv. Asst. Imperial \$12.000 hr. (26.75%)	Student Supv. Asst. Imperial \$12.000 hr. (36.125%)	08/26/19
Melgarejo, Valeriano (Working out of class until position is filled)	Groundskeeper Operations \$4,100.00 (100%)	Grounds Equip. Oper. Operations \$4,316.00 mo. (100%)	09/23/19

II. CLASSIFIED

C. Change of Assignment (cont.)

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Munoz, Georgina (Increase in Hours)	Student Supv. Asst. Williams \$12.000 hr. (41.625%)	Student Supv. Asst. Williams \$12.000 hr. (43.75%)	08/26/19
Olivarez, Sandy (Increase in Hours)	Student Supv. Asst. Alameda \$12.000 hr. (40.625%)	Student Supv. Asst. Alameda \$12.000 hr. (41.625%)	09/26/19
Orozco, Michelle (Increase in Hours)	Student Supv. Asst. Williams \$12.000 hr. (38.5%)	Student Supv. Asst. Williams \$12.000 hr. (43.75%)	08/26/19
Patel, Urmilabahen (Increase in Hours)	Student Supv. Asst. Rio Hondo \$12.000 hr. (34.375%)	Student Supv. Asst. Rio Hondo \$12.000 hr. (40.625%)	09/11/19
Patton, Heather (Increase in Hours)	Student Supv. Asst. Rio Hondo \$12.000 hr. (24%)	Student Supv. Asst. Rio Hondo \$12.000 hr. (39.625%)	09/11/19
Perez, Angelica (Increase in Hours) (Rpl. D. Hernandez)	Sr. Instruct. Asst. Warren High \$3,726.00 mo. (68.75%)	Sr. Instruct. Asst. Warren High \$3,726.00 mo. (81.25%)	10/07/19
Rios, Carla (Working out of class for regular employee)	Lead Food Svc. Asst. Stauffer \$20.487 hr. 7 Hours	Food Service Supv. II Stauffer \$22.600 hr. 8 Hours	09/23/19
Robles, Guillermina (Increase in Hours)	Sr. Instruct. Asst.-BC Alameda \$3,726.00 mo. (68.75%)	Sr. Instruct. Asst.-BC Alameda \$3,726.00 mo. (75%)	09/23/19

II. CLASSIFIED

C. Change of Assignment (cont.)

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Rodriguez, Karen (Increase in Hours)	Sr. Instruct. Asst. Stauffer \$3,551.00 mo. (68.75%)	Sr. Instruct. Asst. Alameda \$3,551.00 mo. (81.25%)	10/07/19
Rosales, Miguel (Return to regular assignment)	Grounds Equip. Oper. Operations \$4,316.00 mo. (100%)	Groundskeeper Operations \$4,100.00 mo. (100%)	09/23/19
Sy, Kimberly (Increase in Hours)	Student Supv. Asst. Rio Hondo \$12.000 hr. (39.625%)	Student Supv. Asst. Rio Hondo \$12.000 hr. (42.75%)	09/11/19
Torres, Mariela (Increase in Hours)	Student Supv. Asst. Williams \$12.000 hr. (34.375%)	Student Supv. Asst. Williams \$12.000 hr. (40.625%)	08/26/19
Velazquez, Delmy (Administrative Transfer)	Sr. Instruct. Asst.-BC Old River \$3,916.00 mo. (81.25%)	Sr. Instruct. Asst.-BC Unsworth \$3,916.00 mo. (81.25%)	10/07/19
Villa, Uriel (Administrative Transfer)	Sr. Instruct. Asst.-BC Alameda \$3,551.00 mo. (81.25%)	Sr. Instruct. Asst.-BC Downey High \$3,551.00 mo. (81.25%)	10/21/19
Villado, Camille (Working out of class for regular employee)	Food Service Asst. Stauffer \$17.683 hr. 3 Hours	Food Service Asst. II Stauffer \$19.004 hr. 5 Hours	09/23/19

II. CLASSIFIED

D. Leaves of Absence

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Flores, Dianna	Sr. Instruct. Asst.-BC Stauffer	09/12/19- 12/13/19	AB2393-Child Bonding Leave
Hernandez, Claudia	Sr. Instruct. Asst. Imperial	10/28/19- 01/03/20	AB2393-Child Bonding Leave
Orsinger, Shawn	Custodian Operations	10/01/19- 01/10/20	FMLA/CFRA
TP8762453	Sr. Instruct. Asst. Downey High	10/01/19- 10/21/19	Paid Admin. Leave

E. Terminations

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Carrera, Esther	Inter. Clerical Asst. Warren High	10/26/19	Voluntary Resignation
Cedillo, Yolanda	Food Service Asst. Sussman	10/05/19	Voluntary Resignation
Dominguez, Cindy	Student Supv. Asst. Rio Hondo	10/11/19	Voluntary Resignation
Dowen, Kendra	Sr. Instruct. Asst.-BC Warren High	09/21/19	Voluntary Resignation
Fernandez, Krystal	Sr. Instruct. Asst.-BC Substitutes	10/26/19	Voluntary Resignation
Gallardo, Veronica	Library Media Tech. Stauffer	09/28/19	Voluntary Resignation
Lee, Carly	Sr. Instruct. Asst.-BC Warren High	10/26/19	Voluntary Resignation

II. CLASSIFIED

E. Terminations (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Medina, Ruth	Student Supv. Asst. Imperial	09/28/19	Voluntary Resignation
Tepaz, Melanie	Avid Tutor Coll. & Career Readiness	05/25/19	Voluntary Resignation
Varela, Christopher	Physical Education Asst. Instruct. Support Progs.	10/05/19	Voluntary Resignation
Velazquez, Lizette	Student Supv. Asst. Rio San Gabriel	09/28/19	Voluntary Resignation
Vivas, Elizabeth	Campus Security Asst. Stauffer	11/09/19	Voluntary Resignation

DOWNEY UNIFIED SCHOOL DISTRICT

Certificated Human Resources

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda R. Mir, Assistant Superintendent
SUBJECT: TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED AS MAJORS OR MINORS ON CREDENTIALS – ED CODE 44256(b)

ACTION ITEM

In accordance with Education Code Section 44256(b), a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential

That portion of Section 44256(b) of the Education Code pertaining to such assignments reads as follows:

The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on their credentials by the following personnel:

Doty Middle School

Arnold, Russell	English
Barrera, Jennifer	English; Gateway to Tech; Computers
Driscoll, Loren	Mock Trial/Intro to Law
Hauben, Kelly	Math
Portillo, Evelyn	Spanish

Griffiths Middle School

Cassayre, Emily	English
Franco, Dulce	Spanish
Minnix, Melissa	Math
Romero, Julie	English
Stayer-Clarke, Sarah	English

Stauffer Middle School

Desalernos, Julia	GenYes
Dayhoff, Laurie	English
Diulio, Judy	English
Harr, Alyson	English
Maples, Sara	Math
Peterson, Marlene	English
Staggenborg, Kimberly	English
Tansopalucks, Trirath	Gateway to Tech

Sussman Middle School

Dioli, Monique	English
Lundsberg, Megan	Math
Malick-Perez, Tracy	Math
Mc Gregory, Kyndra	Science

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2019-20 school year, pursuant to Education Code Section 44256(b).

DOWNEY UNIFIED SCHOOL DISTRICT

Certificated Human Resources

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda R. Mir, Assistant Superintendent
SUBJECT: TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED AS MAJORS OR MINORS ON CREDENTIALS – ED CODE 44258.2

ACTION ITEM

In accordance with Education Code Section 44258.2, a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

Section 44258.2 of the Education Code reads as follows:

The holder of a single subject teaching credential or a standard secondary teaching credential may, with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 to 8, inclusive, in a middle school, provided if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on their credential by the following personnel:

Doty Middle School

Mui, Eunhae

Journalism

Griffiths Middle School

Nolen, Mark

Mock Trial/Intro to Law

Plant, Ed

Gateway to Tech

Shull, James

Science

Stauffer Middle School

Tindoc, Oliver

GenYes

Sussman Middle School

Santos, Alejandro

Gateway to Tech

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2019-20 school year, pursuant to Education Code Section 44258.2.

DOWNEY UNIFIED SCHOOL DISTRICT

Certificated Human Resources

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda R. Mir, Assistant Superintendent
SUBJECT: TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED
AS MAJORS OR MINORS ON CREDENTIALS – ED CODE 44258.7(b)

ACTION ITEM

In accordance with Education Code Section 44258.7(b), a full-time teacher with a credential in a subject other than physical education may be assigned to coach a competitive sport for one period per day.

Section 44258.7(b) of the Education Code reads as follows:

A person who holds a teaching credential in a subject or subjects other than physical education may be authorized by action of the local governing board to coach one period per day in a competitive sport for which students receive physical education credit, provided that he or she is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport.

Records on file in the Certificated Human Resources office verify that the following personnel teach one period of a competitive sport with credentials in subjects other than physical education:

Downey High School

Acevedo, Kyle	PE-Wrestling
Aguiniga-Campos,	Javier PE-Soccer
Bean, Jason	PE-Golf
Delhousay, Shaun	PE-Water Polo/Swimming
Falkenstein, Daniel	PE-Football
Gleason, Robert	PE-Cross Country/Track
Gonzalez, Jesus	PE-Baseball
Guerrero, Raul	PE-Color Guard
Harris, Nathan	PE-Basketball
Karzen, Micah	PE-Tennis
Massey, Anthony	PE-Basketball
Nunley, Thomas	PE-Football
Overgaauw, Amy	PE-Cross Country/Track
Rauls, Ashley	PE-Pep Squads
Rios, Roger	PE-Wrestling

Warren High School

Aguilar, Felipe

PE-Football

Anaya, Leticia

PE-Dance

Del Rosario, Conrad

PE-Tennis

Dussan, Liliana

PE-Soccer

Niemeyer, David

PE-Color Guard

Schmid, Tina

PE-Golf

Waldron, Jay

PE-Cross Country/Track

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2019-20 school year, pursuant to Education Code Section 44258.7(b).

DOWNEY UNIFIED SCHOOL DISTRICT

Certificated Human Resources

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda R. Mir, Assistant Superintendent
SUBJECT: TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED
AS MAJORS OR MINORS ON CREDENTIALS – ED CODE 44263

ACTION ITEM

In accordance with Education Code Section 44263, a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

Section 44263 of the Education Code reads as follows:

A teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach any single subject class in which he or she has 18 semester hours of coursework or nine semester hours of upper division or graduate coursework.

Records on file in Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on the credentials of the following personnel:

Downey High School

Jamka, Alan	Engineering, Physics
Mendoza, Cynthia	Physical Education
Yamasaki, Glenn	ITE
Zamora, Tahnee	Biology

Warren High School

Drechsler, Dominique	French 2,3
Lane, Scott	Finance
Menjivar, Frank	Engineering
Merchant, Abida	Computers
O'Steen, Erika	Home Economics 10-12
Than, Kim	Sociology
Watts, Eric	Math
Zegarra, Johnny	Culinary Arts

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2019-20 school year, pursuant to Education Code Section 44263.

DOWNEY UNIFIED SCHOOL DISTRICT
Certificated Human Resources

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda Mir, Assistant Superintendent

SUBJECT: CREDENTIAL WAIVER (EDUCATION CODE SECTION 44266)

ACTION ITEM

In accordance with Education Code 44266, the District has asked for a Variable Term Waiver Request Pupil Personnel Services – School Psychologist for the following Program Specialist – Autism Behavior for Grades K - 12, effective November 4, 2019 through June 30, 2020:

District Office – Special Education

Kevin Miller Program Specialist – Autism Behavior

SUPERINTENDENT'S RECOMMENDATION:

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.

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

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISHMENT OF ONE NEW LIMITED-TERM POSITION (SENIOR INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Tamara Quinn, Program Administrator, Special Education, to establish one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to provide additional behavioral support to a new student at Ward Elementary School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Ward Elementary School, six and one-half hours per day, at range 115, \$3,217 - \$3,916 per month, effective September 17, 2019 through March 16, 2020.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Ward Elementary School, six and one-half hours per day, at range 115, \$3,217 - \$3,916 per month, effective September 17, 2019 through March 16, 2020.

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

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISHMENT OF ONE NEW LIMITED-TERM POSITION (SENIOR INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Anthony Mercado, Program Administrator, Special Education, to establish one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to provide additional behavioral support to a new student at Rio Hondo Elementary School as per the students IEP.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six hours per day, at range 115, \$3,217 - \$3,916 per month, effective October 4, 2019 through November 8, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six hours per day, at range 115, \$3,217 - \$3,916 per month, effective October 4, 2019 through November 8, 2019.

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

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISHMENT OF ONE NEW LIMITED-TERM POSITION (SENIOR INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Anthony Mercado, Program Administrator, Special Education, to establish one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to provide additional behavioral support to the students in the upper level SDC classroom at Rio Hondo Elementary School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six and one-half hours per day, at range 115, \$3,217 - \$3,916 per month, effective October 4, 2019 through November 29, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six and one-half hours per day, at range 115, \$3,217 - \$3,916 per month, effective October 4, 2019 through November 29, 2019.

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.

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)
 4. 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. \$5,000-10,999 \$10,00-\$24,999
(includes tax) | 1. Three telephone quotes required
2. Board approval, upon Superintendent's Recommendation <i>Purchasing Department's discretion providing quote is consistent with quality and service</i> |
| 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. <u>\$15,000+</u> | 1. Formal bid required
2. Requires Board approval before going to bid |
| b. <u>\$10,000 -14,999</u> | 1. Three written quotes required (informal bid form)
2. Board authorization required before solicitation of quotes
<i>Purchasing Department's discretion consistent with expected quality of service</i> |
| c. <u>\$1-9,000</u> | 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.~~ All transactions shall be reviewed for payment by the Financial Services Department. Misuse of the credit cards 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

DOWNEY UNIFIED SCHOOL DISTRICT
Resolution No. 201920-06

RESOLUTION IN SUPPORT OF CALIFORNIA RETIRED TEACHERS WEEK
NOVEMBER 3-9, 2019

WHEREAS, the California Retired Teachers Association was formed by Laura E. Settle in 1929 at the start of the Great Depression with the goal of relieving the economic hardships suffered by retired teachers and has since become a leading advocate for providing teachers with sufficient retirement income; and

WHEREAS, California Retired Teachers Association also provides continuing support to active and future teachers, including grants, scholarships and donations of more than \$600,000 a year; and

WHEREAS, a vast majority of California's retired teachers share a commitment to improve their communities through volunteer activities; and

WHEREAS, retired teachers lead by example, including dozens of members who have given more than 4,000 hours of service; and

WHEREAS, statewide retired teachers can be found serving their communities in a host of activities; and

WHEREAS, here in Division 31, retired educators volunteer at food banks, organize clothing drives, donate toys to Whittier Elks Lodge No. 1258, collect pop tabs for Ronald McDonald House; and

WHEREAS, the annual dollar value of this volunteer time donated throughout the state by retired teachers reached nearly \$58 million during the most recent reporting period;

NOW, THEREFORE, be it resolved that the Downey Unified School District, in recognition of the vital role retired teachers fulfill in every community in California and to honor their ongoing commitment to all teachers, therefore declare the week of November 3-9, 2019, be proclaimed "California Retired Teachers Week."

PASSED AND ADOPTED by the Governing Board this 5th Day of November, 2019.

DOWNEY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Nancy A. Swenson, President

Instruction

Instruction

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: November 5, 2019
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Education
Prepared by: Blanca Rochin, Principal, Downey Adult School

SUBJECT: ADULT SCHOOL-- APPROVE DOWNEY ADULT SCHOOL CTE CURRICULUM CHANGES

ACTION ITEM

Downey Adult School Principal Blanca Rochin is proposing curriculum changes for two of the CTE programs currently being offered. Board of Education approval is requested by the Council on Occupational Education (COE) to approve the following curriculum changes at Downey Adult School:

- Change the clock hours for Dental Assistant from 800 to 900 hours
- Change the clock hours for Paralegal from 624 to 832 hours.

Downey Adult School has achieved an excellent reputation as a leading Career Technical Education training site. Because of this standard of excellence, Downey Adult School graduates are successful professionals.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Downey Adult School Career Technical Education curriculum changes in the Dental Assistant and Paralegal programs.

Personnel

Personnel

**Memorandum of Understanding
Between Downey Education Association
and
Downey Unified School District
Regarding a Stipend for Additional Students placed on
Resource Specialist Teachers (RSP) Caseloads**

The Downey Unified School District and the Downey Education Association mutually agree to the following Article XII of the Master Agreement for the 2019-20 school year only:

Article XII- Class Size

- If an RSP teacher's caseload exceeds 28, the teacher will be given the opportunity to sign a caseload waiver for up to 6 additional students.
- RSP teachers will be paid a stipend of \$165.00 per month or any portion thereof for each additional student above the stated caseload retroactive to the beginning of the 2019-20 school year.
- In order to qualify for a stipend, the RSP teacher must sign a local Resource Specialist caseload waiver form.

Current Contract Language:

Article XII - Class Size-page 18

E. Special Education classes shall not exceed the requirements of the Education and Administrative Code.

For the Association:

Jim Mogan
Signature

President
Title

Jim Mogan
Name (Print)

10-25-19
Date

For the District:

Alyda R. Mir
Signature

Asst. Sup. Cent. H.R.
Title

Alyda R. Mir
Name (Print)

10-25-19
Date

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.