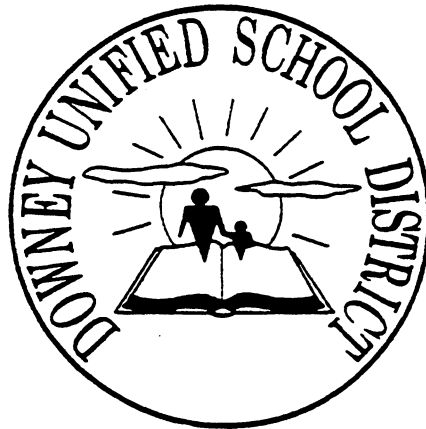


BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA
October 5, 2021 - REGULAR MEETING
BOARD ROOM, GALLEGOS ADMINISTRATION CENTER
11627 Brookshire Ave.
Downey, CA 90241

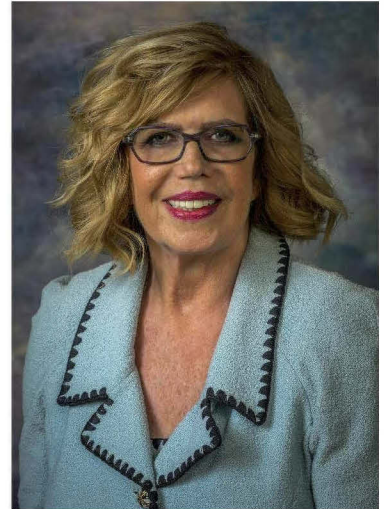
Board of Education



Vice President
Barbara R. Samperi



President
D. Mark Morris



Clerk
Martha E. Sodeani



Member
Giovanna Perez-Saab



Member
Jose J. Rodriguez



Member
Linda Salomon Saldaña



Member
Nancy A. Swenson



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



Regular Board of Education Meeting

October 5, 2021

5:00 p.m.

How to Connect to the Meeting electronically/telephonically:

Zoom Information:

<https://dusd-net.zoom.us/j/89287571311?pwd=ajhwcVpCbEtuU2VLRnhGSW1icFNWQT09>

Passcode: 779858

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

Webinar ID: 892 8757 1311

Passcode: 779858

In Person Public Comment:

Persons who want to comment on agenda items or topics not included on the agenda are requested, but not required, to provide name and subject matter upon which you wish to speak. Please limit your comments to no more than three (3) minutes.

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

AGENDA

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I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. D. Mark Morris, President of the Board of Education, at 5:00 p.m. on Tuesday, October 5, 2021, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

2. FLAG SALUTE

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

3. INVOCATION

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

4. ROLL CALL


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

5. ADOPT Agenda #6 for the Regular Meeting of the Board of Education held on October 5, 2021.












6. APPROVE Official Minutes of the Regular Board of Education Meeting held on September 7, 2021 as submitted or with necessary corrections. 14
7. HEAR a presentation from Phil Davis, Mary R. Stauffer Foundation Board Member, recognizing the 2021 Stauffer Foundation Teacher, Principal and District Grant Awardees.
8. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.
9. HEAR Oral Communications from Members of the Board of Education and Superintendent.
10. HEAR Public on items not appearing on the Agenda.











II. CONSENT AGENDA

1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through September 2021. 32
2. RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance. 35
3. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-33 with Olive Crest Academy from June 22, 2021 through June 30, 2021.
4. RATIFY Amendment to Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-13 with Speech and Language Development Center to add transportation services from July 1, 2021 through June 30, 2022.
5. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-21 with Hillside Education Center from July 1, 2021 through June 30, 2022.
6. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-22 with Hillside Education Center from July 1, 2021 through June 30, 2022.
7. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-23 with Olive Crest Academy from July 1, 2021 through June 30, 2022.
8. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-24 with Speech & Language Development Center from July 1, 2021 through June 30, 2022.
9. RATIFY Compromise and Release Settlement Agreement for Office of Administration Hearing Case No. 2021070011.
10. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from August 24, 2021 through

September 10, 2021. 

37

11. 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 2021, covered by Payroll Orders issued through August 2021.  39
12. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20221652 and 20248047 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning August 1, 2021 and ending August 31, 2021.  41
13. RATIFY Amendment to Agreement No. 202021-225 with UGAM Solutions, Inc. to provide additional support hours to update the District's Back to School program effective August 27, 2021.  43
14. RATIFY Amendment No. 1 to Agreement No. 202021-225 with Qualtrics to provide additional cloud services for SMS text messaging to parents and students from September 15, 2021 through June 29, 2022.  49
15. RATIFY First Amendment to Service Agreement No. 202021-318 with Haynes Family of Programs - S.T.A.R. Agency to extend contract completion date from September 1, 2021 to be through November 30, 2021.  55
16. RATIFY First Amendment to Service Agreement No. 202122-123 with SpeechCom, Inc. by adding additional Speech Language Pathology Assistants to cover the District's speech and language needs from August 9, 2021 through July 31, 2022.  57
17. RATIFY First Amendment to Master Agreement No. 202122-172 with Capturing Kids' Hearts by adding additional virtual training sessions from September 1, 2021 through September 30, 2021.  59
18. RATIFY First Amendment to Lease Agreement No. 202122-177 with the Downey Family YMCA to provide a YMCA Child Care program from September 3, 2021 through June 30, 2022.  61
19. RATIFY Service Agreement No. 202122-72 with RMI International, Inc. to provide unarmed security patrol services for District sites at the request of the M.O.T. Services Department from July 1, 2021 through June 30, 2022.  63
20. RATIFY Service Agreement No. 202122-73 with Bellflower Music Center to provide musical instrument repair services at the request of the M.O.T. Services Department from July 1, 2021 through June 30, 2022.  71
21. RATIFY Service Agreement No. 202122-74 with Jim's Musical Instrument Repair to provide musical instrument repair services at the request of the M.O.T. Services Department from July 1, 2021 through June 30, 2022.  76

22. RATIFY Service Agreement No. 202122-132 with Marx Bros. Fire Extinguisher Co., Inc. to provide semi-annual inspections of Amerex and Kidde dual spectrum vehicle fire suppression systems in school buses from July 1, 2021 through June 30, 2022.  83
23. RATIFY Service Agreement No. 202122-182 with Cross Country Staffing, Inc. to provide teachers for the Deaf and Hard of Hearing as needed for the DHH program, effective August 9, 2021 through June 30, 2022.  88
24. RATIFY Agreement for Construction Services No. 202122-214 with United Modular Corporation, Corona, to provide and install used portable buildings at the Downey Adult School, in the amount of \$156,289.00, to be charged to Adult School Funds. (under separate cover)
25. RATIFY Service Agreement No. 202122-227 with Focused Schools, LLC to provide consulting services, coaching, and training from September 1, 2021 through June 30, 2022.  94
26. APPROVE Service Agreement No. 202122-238 with Beck for Cognitive Behavior Therapy to provide training to Psychologists and Clinical School Therapists in the area of Cognitive Behavior Therapy from October 21, 2021 through November 4, 2021.  106
27. RATIFY Amendment to Laboratory Services Agreement No. 202122-240 with Fulgent Therapeutics, LLC to provide COVID-19 testing services and supplies to District students and staff as needed from August 23, 2021 through August 22, 2022.  114
28. RATIFY Agreement No. 202122-247 with Prudential Overall Supply to provide machine towel and apron services to the Auto Technology Facility at Downey High School from August 11, 2021 through June 3, 2022.  117
29. APPROVE Service Agreement No. 202122-249 with Document Tracking Service, LLC to provide DTS License for document tracking services from November 5, 2021 through November 5, 2022.  120
30. RATIFY Service Agreement No. 202122-250 with Realtime Learning Systems to provide StenEd Theory Complete for Court Reporting program for Downey Adult School from July 1, 2021 through June 30, 2022.  125
31. RATIFY Independent Consultant Services Agreement No. 202122-251 with Kora Manzano-Lopez to provide instruction to PC2 for the Parent Ed program for Downey Adult School from July 1, 2021 through June 30, 2022.  131
32. APPROVE Service Agreement No. 202122-252 with Haynes Family of Programs S.T.A.R. Academy to provide compensatory supplement academic services from August 26, 2021 through June 30, 2022.  137
33. APPROVE Agreement No. 202122-253 with Broadway Licensing, LLP to provide an

amateur licensing agreement for the production of "Clue: On Stage" by Downey High School from November 9, 2021 through November 19, 2021. 142

34. RATIFY Service Agreement No. 202122-254 with Taco Revolution to provide catering services for the Freshman Fiesta at Downey High School on September 30, 2021. 152

35. RATIFY Service Agreement No. 202122-255 with PMMnP, Inc. to provide a two-hour DJ service at the Freshman Fiesta at Downey High School on September 30, 2021. 157

36. APPROVE Service Agreement No. 202122-258 with Gallardo Speech Pathology to provide Speech and Language English Only assessments from September 7, 2021 through November 30, 2021. 163

37. RATIFY Agreement for Construction Services (Small Projects) No. 202122-259 with Jolt Electric, Inc. to furnish and install a new electric panel and lighting circuits in the Doty Middle School Theatre in the amount of \$15,850.00, to be charged to School Site Funds. (under separate cover)

38. RATIFY Agreement for Construction Services (Small Projects) No. 202122-260 with Jolt Electric, Inc. to furnish and install new cord drops in the Auto Shop at Downey High School, in the amount of \$6,525.00, to be charged to CTE Funds. (under separate cover)

39. RATIFY Agreement for Construction Services (Small Projects) No. 202122-261 with 3D Concrete to perform concrete repairs to the Quad area at Downey High School, in the amount of \$44,900.00, to be charged to Deferred Maintenance Funds. (under separate cover)


40. RATIFY Agreement for Construction Services (Small Projects) No. 202122-262 with Century Paving, Inc. to perform asphalt paving work for portables and construction fencing at the Downey Adult School, in the amount of \$23,500.00, to be charged to Adult School Funds. (under separate cover)

41. RATIFY Agreement for Construction Services (Small Projects) No. 202122-263 with GBLD, Inc. dba: GB Landscape Design to design and install an irrigation system at the Downey Adult School in the amount of \$48,315.00, to be charged to Adult School Funds. (under separate cover)


42. RATIFY Agreement for Construction Services (Small Projects) No. 202122-264 with 3D Concrete to construct walks and ramps for portable classroom buildings to be installed at the Downey Adult School, in the amount of \$49,460.00, to be charged to Adult School Funds. (under separate cover)

43. RATIFY California Student Privacy Agreement No. 202122-265 with Clever, Inc. to provide rostering and provisioning of student accounts for partner applications effective September 10, 2021. 175


44. APPROVE Agreement No. 202122-266 between the Downey-Montebello SELPA

operated by the Downey Unified Administrative Unit and Compton Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program. 


197

45. APPROVE Memorandum of Agreement No. 202122-267 with Baylor University to provide Baylor University Occupational Therapy Program students clinical experiences through Downey Unified Special Education Department from July 1, 2021 through June 30, 2022. 


209

46. RATIFY Service Agreement No. 202122-268 with Gallardo Speech Pathology to provide Speech and Language Only assessment from September 7, 2021 through November 30, 2021. 

216

47. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-269 with Avidex Industries, LLC to provide repair and configuration services for audio enhancement and Extron Systems from July 1, 2021 through June 30, 2022. 

228

48. APPROVE Agreement with Project Inspection Services No. 202122-270 with Sandy Pringle Associates, Inc. to provide construction inspection services for the Stauffer Middle School Gymnasium project. 


246

49. RATIFY Agreement for Construction Services (Small Projects) No. 202122-271 with Avidex Industries, LLC to provide and install audio/visual equipment in three rooms at Sussman Middle School, in the amount of \$8,860.45, to be charged to Measure O Bond Funds. (under separate cover)


50. RATIFY Agreement for Construction Services (Small Projects) No. 202122-272 with Pro-Craft Construction, Inc. to install sewer and water points of connection for used portable classroom buildings at the Downey Adult School, in the amount of \$22,300.00, to be charged to Adult School Funds. (under separate cover)

51. RATIFY Agreement for Construction Services (Small Projects) No. 202122-273 with Avidex Industries, LLC to provide and install audio/visual equipment in rooms Q1 and Q2 at Sussman Middle School, in the amount of \$22,543.93, to be charged to Measure O Bond Funds. (under separate cover)









52. APPROVE Agreement for Independent Consultant/Professional Services (Construction Related) No. 202122-274 with Geo-Advantec, Inc. to provide geotechnical services for the Stauffer Middle School Gymnasium project. (under separate cover)


53. RATIFY Service Agreement No. 202122-276 with Erin Bentley Consulting to provide Gallup Engagement and Strengths training, coaching and consulting for District staff from August 1, 2021 through June 30, 2022. 

280


54. APPROVE Agreement No. 202122-245 with BMI Imaging Systems, Inc. to provide microfilm/fiche scanning services to the Financial Services and Student Services Departments from September 8, 2021 through June 30, 2022. 

285


55. RATIFY the Clinical Practicum Agreement between California State University, Northridge (CSUN) and Downey Unified School District effective August 1, 2021 through July 30, 2026.  300
56. RATIFY Master Lease Schedule and Service Agreement with Xerox Financial Services, LLC/MRC for a 48-month lease on a Xerox Model B9100 multi-function printer/copier for the District Communication Center, at the monthly lease rate of \$1,321.70, and cost-per-copy cost of \$0.0039 per copy, from October 1, 2021 through September 30, 2025.  308
57. APPROVE Change Order #1 to Bid #20/21-02, Replacement of Roofs on Buildings R, S, and Y at Downey High School with Danny Letner, dba Letner Roofing Co., Orange, in the amount of \$5,940.00, to be charged to Deferred Maintenance Funds.  313
58. APPROVE Change Order #1 to Bid #20/21-05, Asphalt Replacement Work at Price Elementary School and Warren High School, with Century Paving, Inc., La Mirada, in the amount of \$14,050.00, to be charged to Deferred Maintenance Funds.  315
59. APPROVE Change Order #3 to Purchase Order PO1-20*239, Division of the State Architect Inspection Services for the Sussman Middle School Modernization/New Construction project, with Knowland, Inc., Rancho Palos Verdes, in the amount of \$17,344.80, to be charged to Measure O Bond Funds.  317
60. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-159, installation of new high/low voltage electrical underground wiring at Sussman Middle School, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$39,989.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.  319
61. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-185 for interior painting of classrooms K-81 and K-82 at the Downey Adult School with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$14,500.00, to be charged to Adult School Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.  321
62. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-193 to install television equipment at Rio Hondo Elementary School with Avidex Industries, LLC, Lake Forest, in the final amount of \$3,210.95, to be charged to Capital Outlay Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.  323
63. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-208 to furnish and install new fencing and slide gates at Columbus High School with

McCullah Fence Co., Bell Gardens, in the final amount of \$16,810.00, to be charged to CTE Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 


325

64. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-211 for interior painting of interior hallways of Building "C" at Downey High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$14,850.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 


327

65. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-231 to furnish and install a used DSA portable classroom building at Downey High School, with Unified Modular Corporation, Corona, in the final amount of \$55,156.50, to be charged to Capital Outlay Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 


329

66. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-233 for tree trimming services at Doty Middle School with George's Tree & Landscape Service, Downey, in the final amount of \$2,700.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 


331

67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-236 for the installation of District-supplied carpeting and tile flooring at the Pace Education Center with WW Painting & Construction Solutions, Inc., Riverside, in the final amount of \$16,088.00, to be charged to Capital Outlay Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 

333

68. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-237 for the installation of District-supplied carpeting at Gallatin Elementary School with WW Painting & Construction Solutions, Inc., Riverside, in the final amount of \$4,088.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 

335

69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-357 to furnish and install new doors at Gallatin Elementary School with Montgomery Hardware Co., Rancho Cucamonga, in the final amount of \$27,215.23, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 

337

70. 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. 339
71. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education. 372
72. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Doty Middle School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021. 433
73. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Sign Language, assigned to the DHH Program, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective September 13, 2021. 435
74. RATIFY the establishment of two new positions with duties corresponding to the current classification of Computer/Network Support Technician, assigned to the Technology Department, eight hours per day, twelve months per year, at range 205, \$5,209 - \$6,324 per month, effective September 20, 2021. 437
75. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Student Information Systems Operator, assigned to the Technology & Information Systems Department, eight hours per day, at range 190, \$4,726 - \$5,742 per month, effective September 27, 2021 through March 26, 2022. 439
76. RATIFY the new limited-term substitute rate of pay as follows: Day-to-Day - \$200.00 per day; Long-Term General Education - \$230.00 per day (after the 10th day of assignment); Long-Term Special Education - \$230.00 per day (on the first day of assignment); Half-Day - \$115.00 per day; these rates will be effective September 1, 2021 through June 3, 2022. 441
77. RATIFY the Hourly Career Technical Education (CTE) Teacher Recruitment and Retention Incentive between Gary Alvarez, a CTE teacher, the Downey Education Association and the Downey Unified School District. 443
78. APPROVE the revised duty statement for the classification of Assistant Network Administrator, as attached, effective October 6, 2021. 446

III. GENERAL ADMINISTRATIVE

1. ADOPT Resolution No. 202122-02 regarding application for Outdoor Equity Program Grant Funds. 450

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.
 - a. Open the Hearing
 - b. Close the Hearing
3. ADOPT Resolution No. 202122-03 regarding Sufficiency of Instructional Materials. 455
4. ADOPT Resolution No. 202122-04, in Support of CHARACTER COUNTS! Week, October 18-22, 2021. 458
5. RECEIVE the 2020-2021 Annual Report. (under separate cover)

IV. SPECIAL ADMINISTRATIVE - Instruction

1. HEAR a Current Conditions Update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services, and DISCUSS the implications of the current conditions.
2. APPROVE Certification of Provision of Standards-Aligned Instructional Materials. 461
3. DECLARE a Public Hearing to receive comments on the Elementary and Secondary School Emergency Relief III Expenditure Plan.
 - a. Open the Hearing
 - b. Close the Hearing
4. APPROVE the Elementary and Secondary School Emergency Relief III Expenditure Plan. 464

V. SPECIAL ADMINISTRATIVE - Personnel

1. APPROVE the Memorandum of Understanding between Downey Unified School District and Downey Education Association regarding AB130 and Additional COVID Related Procedures for the 2021-22 school year. 475
2. APPROVE the Memorandum of Understanding between the Downey Unified School District and the California School Employees Association and its Chapter #248 regarding the Vaccine Verification for Workers in Schools dated September 14, 2021. 480
3. APPROVE the Memorandum of Understanding between the Downey Unified School District and the California School Employees Association and its Chapter #746 regarding the Vaccine Verification for Workers in Schools dated September 10, 2021. 483
4. APPROVE the Memorandum of Understanding between Downey Unified School District and Downey Education Association Regarding RSP Caseloads for the 2021-22 school year. 485

5. RECEIVE Initial Bargaining Proposal(s) from California School Employees Association, Chapter #248. 487
6. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) from California School Employees Association, Chapter #248.
 - a. Open the Hearing
 - b. Close the Hearing
7. PRESENT Downey Unified School District Board of Education Initial Bargaining Proposal(s) with California School Employees Association, Chapter #248. 489
8. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) with California School Employees Association, Chapter #248.
 - a. Open the Hearing
 - b. Close the Hearing

VI. ITEMS FOR FUTURE AGENDA

VII. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, November 2, 2021, at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

VIII. CLOSED SESSION:

Retire into Closed Session to discuss:

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

IX. ADJOURNMENT

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

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

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

I. 6. APPROVE Official Minutes of the Regular Board of Education Meeting held on September 7, 2021 as submitted or with necessary corrections. 

Supporting Documents



scan1201



To connect to the meeting electronically see information below:

<https://dusd-net.zoom.us/j/86226336811?pwd=SUE1QWVvTVhjUnExNGthRWsyTW9SQ0T09>
Passcode: 045823

To connect to the meeting by telephone, see information below:

(408) 638-0968 or (669) 900-6833
Webinar ID: 862 2633 6811 Passcode: 045823

Persons who want to comment on agenda items or topics not included on the agenda are requested, but not required, to provide name and subject matter upon which you wish to speak. Please limit your comments to no more than three (3) minutes.

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

Attendees

Voting Members

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

Non-Voting Members

Dr. John Garcia, Jr., Superintendent

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

The Meeting was Called to Order by Mr. D. Mark Morris, President of the Board of Education, at 5:00 p.m. on Tuesday, September 7, 2021, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

2. FLAG SALUTE

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

3. INVOCATION

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

4. ROLL CALL

Present

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

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

5. ADOPT Agenda #5 for the Regular Meeting of the Board of Education held on September 7, 2021, deleting Agenda Item Number III-2.

Motion made by: Martha Sodetani

Motion seconded by: Giovanna Perez-Saab

Voting:

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

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

Motion made by: Martha Sodetani

Motion seconded by: Nancy Swenson

Voting:

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

7. HEAR presentation from Dr. Wayne Shannon, Assistant Superintendent, and Jennifer Robbins, Director of Elementary Education, on Apple Distinguished School Recognitions for Gauldin, Imperial, Lewis, Old River, and Rio San Gabriel Elementary Schools.
8. HEAR presentation from Marc Milton, Director of Food Services, on Food Services Department operations and updates.
9. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.

There was no correspondence to be received.

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

Mr. Morris announced that Dr. Garcia has been nominated into the Downey High School Hall of Fame and welcomed Dr. Garcia's wife, Nicole, who is in attendance at tonight's meeting.

Mrs. Samperi congratulated Ms. Swenson on the Dr. Mary Stauffer Celebration of Life event, noting it was a lot of work and very nicely done. She thanked the Personnel Commission for the Annual Report. Mrs. Samperi had the pleasure of attending the taco party, courtesy of CSEA Unit II, and the New Teachers' Orientation. She enjoyed reading what the students wrote about the MADE internships and thought the recent enrollment report was very encouraging. Mrs. Samperi thanked the community for over \$17,000 in donations on tonight's agenda and discussed the extremely high additional cost of tuition for special education students who do not attend our schools, noting that these additional costs need to be fully funded by the state/federal government as promised by legislators.

Mrs. Sodehani shared that she has gone to Sacramento to discuss the lack of funding for special education students. She shared that it appeared that Dr. Mary Stauffer's family was very happy with the Celebration of Life event. Mrs. Sodehani thanked John Shook for cleaning up the front of Price Elementary, which is looking very nice with the trash cans moved to a different location. She congratulated Dr. Garcia for his recent induction into the Downey High School Hall of Fame.

Mrs. Saldaña shared that it is great to see staff and students all doing their part, such as wearing masks and completing the screeners. She reported that she has been to a couple of sporting events at Warren High School and is planning to attend a few at Downey High as well. Mrs. Saldaña stated that we need to contact and meet with our state and county legislators to make things happen and get things back to normal.

Ms. Swenson appreciated all who attended the Dr. Mary Stauffer Celebration of Life event. She added that it gave closure to the Stauffer family. Ms. Swenson reported that some fourth and fifth grade students she saw were very happy to be back at school and getting their food. She enjoyed attending the orientation for Columbus High School and shared some touching letters from students that were shared.

Mr. Rodriguez thanked teachers, staff and parents for their patience and flexibility. He shared that it is exciting to be in the stands watching high school football games. Mr. Rodriguez noted that the Dr. Stauffer Celebration of Life event was very well done and appreciated the duet singing and the Downey High School Robotics kids being there. He stated that we are all having concerns right now and that administration is doing a great job with COVID protocols; noting that receiving official confirmation and contacting families takes.

Mrs. Perez-Saab thanked everyone for the presentations tonight which were very inspirational. She enjoyed seeing the Striking Vikings and the Warren High Culinary Arts students at Dr. Stauffer's Celebration of Life. Mrs. Perez-Saab thanked staff for providing another parent workshop with Dr. Bravo as well as one on cyber security. She reminded everyone about the vaccination clinic being held on September 9 at Warren High School and reported that Downey Unified was recognized by Los Angeles County for our safety procedures. Mrs. Perez-Saab liked seeing the Downey Foundation for Education Opportunities (DFEO) before and after school opportunities that are being offered. She congratulated Dr. Garcia for being selected for the Downey High School Hall of Fame.

Mr. Morris discussed funding from the state and federal government and noted that they do not fully fund education as promised. He added that it is amazing to see what we do for our special education students at Columbus High School. It is the most touching graduation we go to, noting that those parents have gone through a lot to get their children to that level. Mr. Morris appreciated the Celebration of Life for Dr. Mary Stauffer adding that she has done more and has impacted more kids and staff than anyone in the city of Downey, which helped make Downey a great community.

Dr. Garcia thanked our Personnel Commissioners for their Annual Report and their attendance at tonight's meeting. He has enjoyed spending time with staff at the middle and high schools during their conference time and recognized Mr. Becker who is in attendance tonight. Dr. Garcia expressed his appreciation to our Food Service staff who have been amazing, especially during the pandemic. He discussed the Apple Distinguished School recognition, noting that Downey Unified makes up one percent of the schools in 32 countries, and thanked staff for making this happen. Dr. Garcia reported that he loves attending the high school football games and enjoyed visiting with Aaron Saldaña who was there manning the camera. Dr. Garcia stated that it is such an honor to be inducted into the Downey High School Hall of Fame, noting he was shocked and very happy. He shared he was nominated by Keith Russell who he met in sixth grade and they have remained great friends. He thanked Keith, the nominating committee and his wife Nicole.

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

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

The meeting was recessed at 6:49 p.m. and reconvened at 7:00 p.m.

II. CONSENT AGENDA

The Consent Agenda was approved with Mrs. Perez-Saab abstaining on Consent Agenda Item No. 73.

Motion made by: Barbara Samperi

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through August 2021.
2. RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
3. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-106 with Cleta Harder Developmental School to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
4. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-108 with Devereaux Texas Treatment Network to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
5. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-109 with Frostig School to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)

6. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-110 with Hillside Education Center to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
7. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202122-137 with The Gray Academy to provide special education and/or related services to students for the period of July 1, 2021 through June 30, 2022. (under separate cover)
8. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-1 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
9. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-2 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
10. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-3 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
11. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-4 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
12. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-5 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
13. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-6 with Del Sol School, Inc. from July 1, 2021 through June 30, 2022.
14. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-7 with Del Sol School, Inc. from July 1, 2021 through December 31, 2021.
15. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-8 with Beacon Day School from July 1, 2021 through December 31, 2021.
16. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-9 with Beacon Day School from July 1, 2021 through June 30, 2022.
17. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-10 with Beacon Day School from July 1, 2021 through June 30, 2022.
18. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-11 with Frostig School from July 1, 2021 through June 30, 2022.
19. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-12 with Speech and Language Development Center from July 1, 2021 through June 30, 2022.
20. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-13 with Speech and Language Development Center from July 1, 2021 through June 30, 2022.
21. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-14 with Speech and Language Development Center from July 1, 2021 through June 30, 2022.
22. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-15 with Speech and Language Development Center from July 1, 2021 through June 30, 2022.

23. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-16 with Olive Crest Academy from July 1, 2021 through June 30, 2022.
24. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-17 with Olive Crest Academy from July 1, 2021 through June 30, 2022.
25. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-18 with The Gray Academy NPS from July 1, 2021 through June 30, 2022.
26. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-19 with Cleta Harder Developmental School from July 1, 2021 through June 30, 2022.
27. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-20 with Devereaux Texas Treatment Network from July 1, 2021 through June 30, 2022.
28. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-500 with Spectrum Center - Rossier Park Elementary from July 1, 2021 through June 30, 2022.
29. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-501 with Spectrum Center - Rossier Park Elementary from July 1, 2021 through June 30, 2022.
30. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-502 with Spectrum Center - Rossier Park Elementary from July 1, 2021 through June 30, 2022.
31. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-503 with Spectrum Center - Rossier Park High School from July 1, 2021 through June 30, 2022.
32. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-504 with Rossier Park School from July 1, 2021 through June 30, 2022.
33. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-522 with Spectrum Center - Rossier Park Elementary School from June 20, 2021 through June 30, 2021.
34. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-523 with Spectrum Center - Rossier Park Elementary School from June 20, 2021 through June 30, 2021.
35. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-524 with Spectrum Center - Rossier Park High School from June 20, 2021 through June 30, 2021.
36. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from June 29, 2021 through August 23, 2021.
37. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of June 2021, covered by Payroll Orders issued through July 2021.

38. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20202878 and 20221124, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning July 1, 2021 and ending July 31, 2021.
39. RATIFY the Food Service Pizza Purchase Agreement with Gafe Pizza, Inc. to provide prepared pizzas to the Food Services Department from August 1, 2021 through July 31, 2022.
40. RATIFY Service Agreement No. 202122-51 with Animal Pest Management Services, Inc. to provide emergency pest control services as needed by the Operations Department from July 1, 2021 through June 30, 2022.
41. RATIFY Service Agreement No. 202122-52 with Integrated Pest Control Management, Inc. to provide miscellaneous pest control services at the request of the Operations Department from July 1, 2021 through June 30, 2022.
42. RATIFY Service Agreement No. 202122-68 with Administrative Co-Op Yellow Cab to provide transportation for Special Education students per IEP services from July 1, 2021 through June 30, 2022.
43. RATIFY Service Agreement No. 202122-123 with SpeechCom Incorporated to provide Speech Language Pathology Assistants to cover speech and language needs from August 9, 2021 through July 31, 2022.
44. RATIFY Revised Service Agreement No. 202122-135 with De Jong's Sweeping Services to provide sweeping services for the front and back parking lots at Warren High School from July 1, 2021 through June 30, 2022.
45. RATIFY the C-STEM Participation Agreement No. 202122-144 with The Regents of the University of California, on behalf of the UC Davis Center for Integrated Computing and STEM Education, to provide a C-STEM curriculum and software program at Warren High School, from July 1, 2021 through June 30, 2022.
46. RATIFY Service Agreement No. 202122-146 with LRA Interpreters to provide written and oral translations or interpretations via online distance only to the DHH Program from August 9, 2021 through June 30, 2022.
47. RATIFY Service Agreement No. 202122-148 with UCLA School of Education and Information Studies to provide training and support for the Introduction to Data Science Project/UCLA Curriculum Implementation from July 1, 2021 through June 30, 2022.
48. RATIFY Service Agreement No. 202122-149 with Hollar Speech and Language Services to provide Independent Educational Evaluation in the area of speech and language from July 15, 2021 through October 29, 2021.
49. APPROVE Service Agreement No. 202122-153 with Sweet Lou's BBQ to provide Food Truck services for the Downey High School VIP Experience on October 29, 2021.
50. RATIFY Service Agreement No. 202122-162 with Curriculum Associates, LLC to provide professional development days for iReady for elementary schools from August 1, 2021 through May 31, 2022.
51. RATIFY Service Agreement No. 202122-163 with Curriculum Associates, LLC to provide professional development days for iReady for middle schools from August 1, 2021 through May 31, 2022.

52. RATIFY Service Agreement No. 202122-172 with Capturing Kids' Hearts to provide Custom Virtual Training Cohorts from September 1, 2021 through September 30, 2021.
53. RATIFY Service Agreement No. 202122-174 with DigiCal Inc. to provide website hosting and maintenance for Downey Adult School from July 1, 2021 through June 30, 2022.
54. RATIFY Service Agreement No. 202122-176 with Marshall B. Ketchum University to provide Vision Therapy Assessment intermittent left extropia with intermittent double vision from August 2, 2021 through November 30, 2021.
55. RATIFY Service Agreement No. 202122-179 with Integrated Pest Control Management, Inc. to provide pest control services in the Food Service cafeteria areas as needed from July 1, 2021 through June 30, 2022.
56. RATIFY Service Agreement No. 202122-180 with JAM Corporation to provide annual central station fire alarm monitoring services from July 1, 2021 through June 30, 2022.
57. RATIFY Agreement No. 202122-181 with the California School Boards Association to provide GAMUT management services for Board meetings and Board policies from July 1, 2021 through June 30, 2022.
58. RATIFY Service Agreement No. 202122-183 with Brook Furniture Rental, Inc. to provide and install temporary wall panels for the Middle School Wellness Centers from August 11, 2021 through October 31, 2021.
59. RATIFY Service Agreement No. 202122-184 with JAM Corporation to provide parts, service and repair of District fire alarm systems from July 1, 2021 through June 30, 2022.
60. RATIFY Agreement for Construction Services (Small Projects) No. 202122-188 with Knorr Systems, Inc., Santa Ana, to furnish and install a new boost pump on the pool heater at Downey High School, in the amount of \$2,831.40, to be charged to Restricted Maintenance Funds. (under separate cover)
61. RATIFY Agreement for Construction Services (Small Projects) No. 202122-186 with WRK Acoustics, Earp, to install ceilings in Room L72 at the Downey Adult School, in the amount of \$7,945.00, to be charged to Adult School Funds. (under separate cover)
62. RATIFY Agreement for Construction Services (Small Projects) No. 202122-187 with San Marino Roof Company, Inc., Orange, to remove and replace roofing materials on Building Q at Sussman Middle School, in the amount of \$57,969.00 to be charged to Deferred Maintenance Funds. (under separate cover)
63. RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) No. 202122-189 with Aurora Industrial Hygiene, South Pasadena, to provide remediation monitoring services at Pace Education Center, in the amount of \$9,905.00, to be charged to Capital Outlay Funds. (under separate cover)
64. RATIFY Agreement for Construction Services (Small Projects) No. 202122-190 with Pro-Craft Construction, Inc., Redlands, to repair a locker room sink wall at Sussman Middle School, in the amount of \$13,362.85, to be charged to Measure O Bond Funds. (under separate cover)
65. RATIFY Agreement for Construction Services (Small Projects) No. 202122-191 with ADCO Roofing, Inc., North Hollywood, to apply new roofing on Building T-5 at Downey High School, in the amount of \$13,113.00, to be charged to Deferred Maintenance Funds. (under separate cover)

66. RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) No. 202122-192 with Psomas, Los Angeles, to provide topographical surveying services at Columbus High School, in the amount of \$4,500.00, to be charged to Restricted Maintenance Funds. (under separate cover)
67. RATIFY Agreement for Construction Services (Small Projects) No. 202122-193 with Avidex Industries, LLC, Lake Forest, to install TV equipment at Rio Hondo Elementary School, in the amount of \$3,210.95, to be charged to Capital Outlay Funds. (under separate cover)
68. RATIFY Agreement for Construction Services (Small Projects) No. 202122-194 with Canyon Hydroseeding, Beaumont, to hydroseed the field at Old River Elementary School, in the amount of \$875.00, to be charged to Measure O Bond Funds. (under separate cover)
69. RATIFY Agreement for Construction Services (Small Projects) No. 202122-195 with Avidex Industries, LLC, Lake Forest, to install fiber cable at Sussman Middle School, in the amount of \$9,569.72, to be charged to Measure O Bond Funds. (under separate cover)
70. RATIFY Agreement for Construction Services (Small Projects) No. 202122-196 with Avidex Industries, LLC, Lake Forest, to supply and install audio/visual equipment at Sussman Middle School, in the amount of \$40,747.36, to be charged to Measure O Bond Funds and Capital Outlay Funds. (under separate cover)
71. RATIFY Agreement for Construction Services (Small Projects) No. 202122-197 with Avidex Industries, LLC, Lake Forest, to supply and install audio/visual equipment at Doty Middle School, in the amount of \$53,387.06, to be charged to Measure O Bond Funds and Capital Outlay Funds. (under separate cover)
72. RATIFY Agreement for Construction Services (Small Projects) No. 202122-198 with Universal Metro, Santa Fe Springs, to furnish and install flooring finishes in the restrooms in Building H at Alameda Elementary School, in the amount of \$6,140.00, to be charged to Deferred Maintenance Funds. (under separate cover)
73. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-199 with Mr. Ronnie Fernandez, LCSW, to provide counseling services to District students and families from August 25, 2021 through June 30, 2022.

Motion made by: Barbara Samperi

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Abstain

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

74. RATIFY Service Agreement No. 202122-200 with BEAM, LLC to provide Independent Educational Evaluation-Psycho-educational, to include assessment, report development, and participation at IEP meetings from August 1, 2021 through December 31, 2021.
75. APPROVE Service Agreement No. 202122-201 with 2 Degree Shift to provide Phase 2 Game Development addresses: AP Computer Science A, AP Seminar, 4th Year Math CSU approval and articulation from September 7, 2021 through June 30, 2022.
76. RATIFY Service Agreement No. 202122-202 with College Board to provide exams, products, licenses, services and/or deliverables from July 1, 2021 through June 30, 2022.

77. RATIFY Agreement for Architectural Services No. 202122-203 with Rachlin Partners Architects, Culver City, to provide architectural services for the Doty Middle School irrigation project, in the amount of \$4,850.00, to be charged to Measure O Bond Funds. (under separate cover)
78. RATIFY Independent Consultant Services Agreement No. 202122-204 with John Lucas Consulting to review and provide assistance for SELPA certification from July 1, 2021 through June 30, 2022.
79. APPROVE Service Agreement No. 202122-205 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Little Lake City School District that requests to utilize the services of the Deaf and Hard of Hearing program.
80. APPROVE Service Agreement No. 202122-206 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Lynwood Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program.
81. APPROVE Service Agreement No. 202122-207 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and ABC Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program.
82. RATIFY Agreement for Construction Services (Small Projects) No. 202122-208 with McCullah Fence Co., Bell Gardens, to furnish and install fencing at Columbus High School, in the amount of \$16,810.00, to be charged to School Site Funds. (under separate cover)
83. RATIFY Agreement for Construction Services (Small Projects) No. 202122-211 with M & R Painting & Decorating, Inc., Rowland Heights, to paint hallways on the first and second floors of Building C at Downey High School, in the amount of \$14,850.00, to be charged to Restricted Maintenance Funds. (under separate cover)
84. RATIFY Agreement for Independent Consultant Services No. 202122-212 between the Downey Unified School District and Walter J. Shaw, DDS, to provide supervision for the Radiation Safety Course and Orthodontic Assistant permit of the dental program for the Downey Adult School during the 2021-22 school year, not to exceed \$39,900.00, to be charged to the Adult School Fund.
85. RATIFY Independent Consultant Agreement No. 202122-213 between the Downey Unified School District and Patricia Chew, to provide instruction to the Parent Ed classes for the Downey Adult School during the 2021-22 school year.
86. RATIFY Service Agreement No. 202122-216 with Creative Works Consulting to assist the District with marketing and business strategies related to enrollment growth from July 1, 2021 through June 30, 2022.
87. RATIFY Agreement for Independent Consultant Services No. 202122-212 with Walter J. Shaw, DDS, to provide Radiation Safety Course for Adult Education from July 1, 2021 through June 30, 2022.
88. RATIFY Agreement for Independent Consultant Services No. 202122-213 with Patricia Chew to serve as an Instructor for Parent Ed classes at Downey Adult School from July 1, 2021 through June 30, 2022.
89. RATIFY Agreement No. 202122-217 with Prudential Overall Supply to provide rental uniforms to District Maintenance, Operations, Transportation, Warehouse, and Technology personnel from July 1, 2021 through June 30, 2024.

90. RATIFY Service Agreement No. 202122-219 with Association of Christian Schools International to provide four inservice sessions to be held at Calvary Chapel Christian School from August 3, 2021 through August 4, 2021.
91. RATIFY Service Agreement No. 202122-220 with Cornerstone Therapies to provide IEE Assessment in the area of Physical Therapy to include assessment, report development, and participation in IEP meetings from July 26, 2021 through December 31, 2021.
92. RATIFY Agreement for Independent Consultant Services No. 202122-221 with Patricia Chew to serve as a rater for Early Learning Assistant and Early Learning Instructors from June 15, 2021 through July 30, 2021.
93. RATIFY Agreement for Independent Consultant Services No. 202122-222 with Kora Manzano-Lopez to serve as a rater for Early Learning Assistant and Early Learning Instructors from June 15, 2021 through June 30, 2021.
94. APPROVE Service Agreement No. 202122-223 with Dynamic Education Services Inc., to provide Supplemental Academic Services and Language and Speech Services from October 1, 2021 through December 31, 2023.
95. APPROVE Agreement No. 202122-224 with Agility PR Solutions to provide public information internet monitoring services from January 1, 2022 through December 31, 2024.
96. RATIFY Service Agreement No. 202122-225 with Collins Company to provide and install replacement wind screen on the fencing around the softball field at Warren High School from July 30, 2021 through September 30, 2021.
97. APPROVE Service Agreement No. 202122-226 with Key2Ed to provide Virtual Facilitated IEP Training and half day Stakeholder Training from September 1, 2021 through June 30, 2022.
98. RATIFY Agreement No. 202122-228 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Brea Olinda Unified School District that requests to utilize the services of the Deaf and Heard of Hearing program.
99. RATIFY Agreement No. 202122-229 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Long Beach Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program.
100. RATIFY Agreement for Construction Services (Small Projects) No. 202122-230 with KYA Services, LCC, Santa Ana, to provide athletic field repairs and maintenance at Downey High School, in the amount of \$13,254.68, to be charged to Deferred Maintenance Funds. (under separate cover)
101. RATIFY Agreement for Construction Services (Small Projects) No. 202122-231 with Unified Modular Corporation, Corona, to furnish and install refurbished portable classroom buildings at Downey High School, in the amount of \$55,156.50, to be charged to Capital Outlay Funds. (under separate cover)
102. RATIFY Agreement for Construction Services (Small Projects) No. 202122-232 with Edison Fire Protection Co., Los Angeles, to furnish and install a fire suppression system at Sussman Middle School, in the amount of \$9,500.00, to be charged to Food Service Funds. (under separate cover)
103. RATIFY Agreement for Construction Services (Small Projects) No. 202122-233 with George's Tree & Landscape Service, Downey, to trim trees at Doty Middle School, in the amount of \$2,700.00, to be charged to Measure O Bond Funds. (under separate cover)

104. RATIFY Agreement for Construction Services (Small Projects) No. 202122-234 with Avidex Industries, LLC, Lake Forest, to install District-supplied audio/visual equipment at Griffiths Middle School, in the amount of \$2,937.71, to be charged to Measure O Bond Funds. (under separate cover)
105. RATIFY Agreement No. 202122-235 with The ARC Los Angeles and Orange Counties, Downey, to provide custodial services to Downey and Warren High Schools from August 11, 2021 through June 2, 2022.
106. RATIFY Agreement for Construction Services (Small Projects) No. 202122-236 with WW Painting & Construction Solutions, Inc., Riverside, to install District-supplied carpet and vinyl cove base at the Pace Education Center, in the amount of \$16,088.00, to be charged to Capital Outlay Funds. (under separate cover)
107. RATIFY Agreement for Construction Services (Small Projects) No. 202122-237 with WW Painting & Construction Solutions, Inc., Riverside, to install District-supplied carpeting in Room 8 at Gallatin Elementary School, in the amount of \$4,088.00, to be charged to Deferred Maintenance Funds. (under separate cover)
108. RATIFY Clinical Laboratory Services and Ecosystem Agreement No. 202122-239 with Shield T3, LLC to provide direct saliva-to-RT-qPCR molecular testing for COVID-19 for District students and staff from August 24, 2021 through December 31, 2021.
109. RATIFY Laboratory Services Agreement No. 202122-240 with Fulgent Therapeutics, LLC to provide COVID-19 testing services and supplies to District students and staff as needed from August 23, 2021 through August 22, 2022.
110. APPROVE Service Agreement No. 202122-241 with the City of Downey to provide Resource Officer services at Downey, Warren, and Columbus High Schools from August 11, 2021 through June 2, 2022.
111. RATIFY Agreement for Construction Services (Small Projects) No. 202122-244 with Pierre Landscape, Inc., Irwindale, to provide and install skateboard and bicycle racks at Sussman Middle School, in the amount of \$17,043.00, to be charged to Measure O Bond Funds. (under separate cover)
112. APPROVE Agreement No. 202122-242 with Microsoft Corporation for Microsoft Premier Support Services from September 26, 2021 through September 25, 2022.
113. RATIFY Agreement for Construction Services (Small Projects) No. 202122-243 with Jolt Electric, Inc., Rancho Cucamonga, to run electrical and communication conduits for new portable buildings at the Downey Adult School, in the amount of \$59,775.00, to be charged to Adult School Funds. (under separate cover)
114. RATIFY Service Agreement No. 202122-246 with Diversified Kitchen Solutions to provide grill soak tank service for cleaning and sanitation at Downey and Warren High Schools from August 4, 2021 through June 30, 2022.
115. RATIFY Amendment #3 to the Los Angeles County Foster Youth Data Sharing Memorandum of Understanding with the Los Angeles County Office of Education, effective August 2, 2021.
116. RATIFY the advertisement for Request for Qualifications/Proposals (RFQ/P) #2021/2022-01 for Preconstruction and Lease-Leaseback Services for the Construction of a New Two-Story Classroom Building at Stauffer Middle School, to be charged to Measure O Bond Funds.

117. ACCEPT and APPROVE the renewal and use of the Corona-Norco Unified School District Bid No. 2018/18-023 for Just-In-Time Office and Classroom Supply with Spicers Paper, Inc., Santa Fe Springs, in the estimated amount of \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, terms and conditions.
118. ACCEPT and APPROVE the use of the Long Beach Unified School District Bid No 02-1920 for the Purchase of White Xerographic Paper with Liberty Paper, Los Angeles, in the estimated annual amount of \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, term and conditions.
119. ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-18-70-2070N with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for Global Data Center, Inc. products, in the anticipated amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, terms and conditions.
120. ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-19-70-2070T with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for SYNEX Corporation products, in the anticipated amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, term and conditions.
121. AWARD Bid #21/22-05, Purchase of Welding Equipment and Related Supply Items for the K12 Strong Workforce Welding Program, to Matheson Tri-Gas, Inc., Long Beach, in the amount of \$319,944.25, to be charged to the K12 Strong Workforce Grant.
122. AWARD Lease-Leaseback Construction Contract against Request for Qualifications/Proposals (RFQ/P) #2019/2020-01 for Construction Services for the Construction of a New Gymnasium Building at Stauffer Middle School, to Bernards Bros. Inc., San Fernando, in the guaranteed maximum price (GMP) amount of \$12,118,057.00, to be charged to Measure O Bond Funds. (under separate cover)
123. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-47, Exterior Painting at Pace Education Center, with Hendrix Painting, Inc., Long Beach, in the amount of \$4,000.00, to be charged to Capital Outlay Funds.
124. ACCEPT as complete Bid #20/21-05, Asphalt Repair Work at Price Elementary School and Warren High School, with Century Paving, Inc., La Mirada, in the final amount of \$167,050.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
125. ACCEPT as complete Agreement for Construction Service (Small Projects) No. 202122-47 for exterior painting of the Pace Education Center, with Hendrix Painting, Inc., Long Beach, in the final amount of \$59,850.00, to be charged to Capital Outlay Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
126. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-59 to remove and replace campus drinking fountains at the Downey Adult School with Pro-Craft Construction, Inc., Redlands, in the final amount of \$17,974.36, to be charged to the Adult School Fund; and AUTHORIZE the filing of the Notice of Completion with the County

Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

127. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-61, to furnish and install District standard flooring in the computer lab at Warren High School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$4,762.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
128. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-140, to furnish and install window film on administration building windows at Sussman Middle School, with Campbell Window Film, Huntington Beach, in the final amount of \$15,500.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
129. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-142 for tree trimming services at Carpenter Elementary School with V&E Tree Service, Inc., Orange, in the final amount of \$14,000.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
130. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-154 to make repairs and upgrades to a gas main enclosure area at Columbus High School with McCullah Fence Co., Bell Gardens, in the final amount of \$3,440.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
131. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-155 for tree trimming and removal services at Price Elementary School with George's Tree & Landscape Service, Downey, in the final amount of \$14,000.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
132. APPROVE the transfer of funds from the General Fund 01.0 to the Special Reserve for Technology Fund 40.2, in the amount of \$1,500,000.00.
133. APPROVE the transfer of funds from the Restricted Routine Repair and Maintenance Program to the Deferred Maintenance Fund in the amount of \$714,840.00.
134. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.
135. RATIFY the establishment of one new position with duties corresponding to the current classification of Payroll Technician, assigned to Budget and Finance, eight hours per day, twelve months per year, at range 175, \$4,389 - \$5,334 per month, effective August 2, 2021.
136. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Warren High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 9, 2021.

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

V. SPECIAL ADMINISTRATIVE - Personnel

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

Motion made by: Barbara Samperi

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

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

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

3. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) from California School Employees Association, Chapter #746.

Motion made by: Barbara Samperi

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

There was no response.

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

4. PRESENT Downey Unified School District Board of Education Initial Bargaining Proposal(s) with California School Employees Association, Chapter #746.

Motion made by: Barbara Samperi

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

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

Motion made by: Martha Sodetani

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

There was no response.

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

VI. ITEMS FOR FUTURE AGENDA

VII. NEXT MEETING

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

VIII. CLOSED SESSION:

The Board of Education retired into Closed Session at 7:53 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations, Threat to Public Services or Facilities (Government Code Section 54957), Conference with Real Property Negotiators - Possible Joint Use Agreement with the YMCA at Sussman Middle School and Significant exposure to litigation pursuant to Government Code section 54956.9, subd (d)(2), and reconvened into Open Session at 9:48 p.m.

On Closed Session Agenda Item "g", the Board reviewed and considered the Claim by Aid Builders, Inc. against the District. Aid Builders, Inc. was a contractor to the District on the Removal and Replacement of Walk-in Refrigerator and Freezer at Gallegos Administration Center Project. Aid

Builders, Inc. contends it is owed additional compensation for constructing the project. The Board voted unanimously to reject the claim in its entirety. The Board has given approval to legal counsel to defend the claim and has instructed staff to provide Aid Builders, Inc. with written notice of the Board's action as required by law.


IX. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 9:50 p.m. in memory of Frank Campbell Marshall, Jean Corrin Morris, Brian Pearson and Beverly Young.

DOWNEY UNIFIED SCHOOL DISTRICT
Board of Education

D. Mark Morris, President

Martha E. Sodehani, Clerk

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

Supporting Documents



Oct 5, 2021

Downey Unified School District

Office of the Superintendent

DATE: October 5, 2021
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: GIFT DONATIONS

ACTION ITEM


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

1. Donation of 30 pairs of shoes from the Rotary Club of Downey, value determined by donor to be \$940.00, to be used in support of the TLC Family Resource Center;
2. Donation of \$30.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center;
3. Donation of 104 STEM related books from the Computer 4 Schools Foundation, value determined by donor to be \$1,648.93, to be used in support of the Elementary Innovation Labs;
4. Donation of laundry kits (i.e. detergent, fabric softener, dryer sheets, stain remover, etc.) from the Rotary Club of Downey, value determined by donor to be \$85.00, to be used in support of the TLC Family Resource Center;
5. Donation of seven pairs of new children's shoes from Barbara Lamberth, value determined by donor to be \$120.00, to be used in support of the TLC Family Resource Center;
6. Donation of 29 Circus Vargas general admission passes from the City of Downey's Community Development Department, value determined by donor to be \$812.00, to be used in support of the TLC Family Resource Center;
7. Donation of a \$25.00 Foot Locker e-gift card from the City of Downey, to be used in support of the TLC Family Resource Center;
8. Donation of school supplies from Hillari Vasquez, value determined by donor to be \$20.00, to be used in support of the TLC Family Resource Center;
9. Donation of 24 bags of school supplies from Lev Church, value determined by donor to be \$150.00, to be used in support of the TLC Family Resource Center;

10. Donation of a Kohler & Campbell Upright Piano from Dr. Rodney Terasaki, value determined by donor to be \$3,500.00, to be used in support of music instruction at Sussman Middle School;
11. Donation of an acrylic print Sussman Middle School logo from Minuteman Press in Downey, value determined by donor to be \$175.00, to be used in the new building at Sussman Middle School;
12. Donation of 100 copies of Little Lora's Animal Adventure "I Love Being Me!" from Leora Leone, value determined by donor to be \$999.00, to be used in support of elementary school libraries and classrooms.

SUPERINTENDENT'S RECOMMENDATION:

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

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

Supporting Documents

 scan1202

Downey Unified School District
Office of the Superintendent

DATE: October 5, 2021
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>
David	Calderon Rodriguez	Counselor	9/8/2021 to 9/15/2021	2021 UC High School Counselor Conference	Virtual
Nanette	Johnson	Teacher	9/8/2021 to 9/15/2021	2021 UC High School Counselor Conference	Virtual
Karlin	LaPorta	Program Admin.	9/8/2021 to 9/15/2021	2021 UC High School Counselor Conference	Virtual
Carrie	Kim	TOSA	9/10/2021	Every Child California Southern Section Meeting	Virtual
Patricia	Sandoval, Ed.D.	Director	Various dates between 9/10/2021 & 4/9/2022	2021-22 Equity Administrators Academy	Virtual
Matthew	Donahue	Teacher	9/27/2021 to 10/6/2021	Femineer Teacher Training	Virtual
Trirath	Tansopalucks	Teacher	9/27/2021 to 10/6/2021	Femineer Teacher Training	Virtual
John	Garcia, Jr., Ph.D.	Superintendent	10/4/2021	CIF Southern Section Athletic Admin. Summit	Riverside
Annie	Aung	Construct. Coord.	10/18/2021 to 10/20/2021	CASH Fall Conference	Newport Beach
Vince	Madsen	Senior Director	10/18/2021 to 10/20/2021	CASH Fall Conference	Newport Beach
Luis	Torres	Project Manager	10/18/2021 to 10/20/2021	CASH Fall Conference	Newport Beach
Charlene	Cox	Prgm Specialist	10/28/2021	Homeless & Foster Youth Piecing It Together Symp	Virtual
Lee	Zulema	Prgm Specialist	10/28/2021	Homeless & Foster Youth Piecing It Together Symp	Virtual
Michelle	Toscano	Prgm Specialist	10/28/2021	Homeless & Foster Youth Piecing It Together Symp	Virtual
Carlos	Cervantes	Teacher	11/1/2021 to 11/4/2021	Premium Forklift Trainer Certification	Sacramento
Bryan	Mazariegos	Teacher	11/1/2021 to 11/4/2021	Premium Forklift Trainer Certification	Sacramento
Patricia	Sandoval, Ed.D.	Director	11/2/2021 to 11/4/2021	LCAP-From Accountability to Compliance Webinar	Virtual
Chris	Nezzer	CTO	11/16/2021 to 11/19/2021	CITE Annual Conference	Sacramento
Scott	Alexander	Instructor	11/19/2021 & 11/20/2021	CCAE Section Conference	Palm Springs
Linda	Saldana	Board of Educ.	12/1/2021 to 12/4/2021	CSBA Annual Education Conference	San Diego
Jose	Cruz	Supervisor	12/3/2021 to 12/9/2021	STN EXPO Conference & Trade Show	Reno, NV
Pedro	Cruz	Garage Mechanic	12/3/2021 to 12/9/2021	STN EXPO Conference & Trade Show	Reno, NV

SUPERINTENDENT'S RECOMMENDATION:

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


II. 10. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from August 24, 2021 through September 10, 2021. 

Supporting Documents

 scan1204

DOWNEY UNIFIED SCHOOL DISTRICT
2021-22 PURCHASE ORDER LISTING FOR AUGUST 24, 2021 - SEPTEMBER 20, 2021

	PREFIX	FROM	TO
FUND 01.0 GENERAL \$4,939,320.93	PO1 PO2W PO3W	220000000080 220000000250 220000000130	220000000280 220000000847 220000000951
FUND 01.1 SELPA ADMIN UNIT \$96,144.89	PO1 PO2W PO3W	220000000277 220000000632 220000000602	220000000277 220000000742 220000000947
FUND 01.2 SELPA - DHH \$1,593.03	PO2W PO3W	220000000729 220000000680	220000000729 220000000681
FUND 11.0 ADULT EDUCATION \$247,768.21	PO2W PO3W	220000000597 220000000215	220000000784 220000000933
FUND 13.0 CAFETERIA FUND \$244,918.33	PO2W PO3W	220000000607 220000000222	220000000797 220000000921
FUND 14.0 DEFERRED MAINTENANCE \$827,105.30	PO2W PO3W	220000000057 220000000661	220000000618 220000000661
FUND 21.0 BUILDING FUND \$14,035,628.94	PO1 PO2W PO3W	200000000239 210000001641 220000000644	210000000358 220000000825 220000000741
FUND 40.0 SPECIAL RESERVE FOR CAPITAL OUTLAY \$101,187.97	PO2W PO3W	220000000606 220000000226	220000000809 220000000737

II. 11. 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 2021, covered by Payroll Orders issued through August 2021. 

Supporting Documents



scan1205

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Michael Martinez, Senior Director, Budget and Finance

SUBJECT: PAYROLL ORDERS

ACTION ITEM

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

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #211-N		145.40	16.16			
Reg. #214-N	33.03					
Reg. #E4B-N		18,443.10		218.63	247.25	
Reg. #H1B-C	1,326.00					
Reg. #H1B-N	144,204.15	1,788.45	171.50	3,304.93		
Reg. #221-N	112.67					
Reg. #228-N					112.70	
Reg. #224-N	607.68					
Reg. #230-N					4.70	
Reg. #H1C-C	2,369.00	87.75				
Reg #H1C-N	118,907.09	5,505.95	1,715.00	1,760.52	54,957.12	
Reg #235-N					307.70	
Reg #237-N	850.87	116.03				
TOTAL				\$357,313.38		

II. 12. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20221652 and 20248047 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning August 1, 2021 and ending August 31, 2021. 

Supporting Documents



scan1206

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services


DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by Michael Martinez, Senior Director, Budget and Finance

SUBJECT: B WARRANTS


ACTION ITEM

RATIFY B Warrants for Downey Unified School District falling between warrant numbers 20221652 and 20248047 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning August 1, 2021 and ending August 31, 2021:

General Fund (01.0)	Total	\$4,580,870.88
SELPA Administrative Unit Fund (01.1)	Total	44,006.91
SELPA Programs Fund (01.2)	Total	68,688.80
SELPA Pass Through Fund (10.0)	Total	1,375,013.52
Adult Education Fund (11.0)	Total	154,569.90
Cafeteria Fund (13.0)	Total	245,115.20
Deferred Maintenance Fund (14.0)	Total	651,006.00
Building Fund (21.0)	Total	6,108,677.48
Special Reserve for Capital Outlay Fund (40.0)	Total	166,193.66
Workers' Comp. Self-Insurance Fund (67.1)	Total	8,114.22
Health Care Self-Insurance Fund (67.2)	Total	1,720,736.82
Dental Care Self-Insurance Fund (67.3)	Total	298,061.41
Vision Care Self-Insurance Fund (67.4)	Total	45,848.34
Retirement Medical Self-Insurance Fund (67.5)	Total	1,979.48
Payroll Clearance Fund (76.0)	Total	782,099.41

II. 13. RATIFY Amendment to Agreement No. 202021-225 with UGAM Solutions, Inc. to provide additional support hours to update the District's Back to School program effective August 27, 2021. 

Supporting Documents

 scan1207

Standalone

This Ugam Service Order ("Service Order") is entered into between Ugam Solutions Inc., a company having its place of business at 300 East, 59th Street, # 1902, New York, NY 10022 ("Ugam") and **Downey Unified School District** ("Subscriber") as of this **August 27, 2021** ("Starting Date").

Qualtrics LLC ("Qualtrics") has developed a series of proprietary computer software programs that facilitate and automate the process of conducting surveys, polls, intercepts, and reports (the "Software"). Qualtrics provides its clients access to the Software as end users via an application service provider (ASP) model, in which Qualtrics uses, operates, and makes available the applicable software, network, systems, and other technologies in order to provide the certain services to clients via the Internet and a web browser. Qualtrics utilizes the services of third party hosting facilities which are attested SSAE-16 SOC I Type II.

For all purposes of this Service Order, the term "Services" shall mean and refer to the services to be provided by Ugam relating to implementation of the Qualtrics Software and the scope of such Services are specified hereinafter in detail in Schedule 1.

Therefore, (i) Subscriber desires to utilize the Services, and Ugam desires to provide the Services to Subscriber and (ii) Subscriber agrees to not reverse engineer or tamper with the security of the Software.

Schedule 1 sets forth the certain specific Services, which Ugam will provide to Subscriber, the time during which Ugam will provide such Services, and the fees payable to Ugam by Subscriber therefor. Prices shown do not include sales, withholding or other taxes that may apply and shall be borne by the Subscriber all such applicable taxes. This Service Order is not an invoice.

This Service Order has been prepared and written in English. Any non-English translation of this Service Order is provided for convenience only and is not valid or legally binding. In case of a conflict between this Service Order and any translation, the English version will control.

[Remainder Intentionally Left Blank; Signature Page Follow]

Reference: D.U.S.D. Service Agreement No. 202021-225 (Qualtrics)

Schedule 1

1. Ugam services

Ugam will provide implementation services to Subscriber. The services may include Qualtrics product configuration (e.g., surveys, dashboards, reporting, case management, distributions, intercepts), training design and delivery, creation and updating of project plans, gathering and documenting of requirements, and quality assurance testing.

2. Implementation Package Components

2.1 Technology consultant

The Ugam Technology consultant will be the main point of contact and will be available to Subscriber as the project lead during the implementation period. Technology consultant will be available to assist with project according to the scope outlined below, and if necessary may include additional Ugam team members or organizations employed by or under contract with Ugam, at the discretion of Ugam to aid in the delivery of the project milestones. The Technology consultant will provide the services and consulting during regular business hours, 9:00 A.M. to 5:00 P.M. eastern time.

2.2 Implementation Deliverables

Technology consultant would be responsible for below deliverables:

A. Additional Support Hours

Scope:

Technology consultant to provide Subscriber with additional 30 hours of support. These hours can be utilized by Subscriber to support their existing Back to School program.

- Survey Changes.
- Survey Flow changes.
- Actions' Conditions changes.
- Dashboard changes
- Opt-Out problem

3. Implementation Duration

The above resources are available for a period of 4 weeks, inclusive of all deliverables from the time of the initial kickoff call (2.2), or time of initial contact with Technology Consultant if kickoff meeting is not held. Should the Subscriber extends the support beyond 4 weeks, additional fees may be required.

4. Fees

The total fee for the above services is as stated below. Should the Subscriber require additional support during the Implementation Period, additional fees may be required.

Program	Price (USD)
Additional Support hours	\$3,750

If the subscriber requires any additional support apart from the scope detailed above, then additional costs are applicable. Subscriber would need to take a bucket support of 30 hours for the cost of USD 3,750 (which will be covered under a separate SOW agreement).

5. Payment terms

Immediate following invoice by wire transfer only and wire transfer charges to be borne by the Subscriber. Ugam shall raise invoice on the signing of this Service Order.

Customer is responsible for all applicable taxes on the fees and charges paid by Customer, including, without limitation, any and all sales, use, and value-added taxes but not any taxes imposed on Ugam's income.

Failure to Pay. In the event that Subscriber fails to pay the Fees as required herein, Subscriber shall be deemed to be in breach of this Service Order and Ugam shall have the right, at its sole option, without notice and in addition to any other remedies available under this SOW, at law or in equity, to take any one or more of the following actions: (i) suspend provision of any services and deliverables until payment of such Fees has been received; (ii) charge interest on the unpaid amount at the rate of 4% per month from the date of the Fees due to Ugam; (iii) terminate this Service Order; and/or (iv) recover all reasonable expenses and costs incurred in enforcing its rights hereunder. If Ugam must initiate legal action including any such action through its collection agency to collect payment, Subscriber will pay all legal fees and costs of collection thereto.

It is further agreed by the Subscriber that in the event after signing of this Service Order, if Subscriber is required Ugam to submit revised invoice for any reason including change in Subscriber billing entity or address or due to change in Subscriber details, Ugam may charge Subscriber US \$250 as additional charge towards recreating and issuing revised invoice. To avoid this please ensure to supply all necessary information in the below table.

Purchase Order Required?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (enter number if available):
Legal Entity Name for Invoice Submission	Downey Unified School District
Name of the contact for Invoice Submission	Accounts Payable Department
Email Address for Invoice Submission	Accountspayable@dusd.net
Billing Address for Invoice	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241

Invoicing Instructions (if applicable)	Please reference Purchase Order number on invoice.
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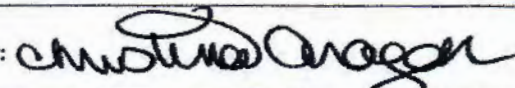
6. Termination

Notwithstanding any termination for convenience rights in this Service Order, Subscriber may terminate this Service Order for convenience provided all fees are paid as set forth herein.


7. Limitation of Liability Clause

Neither party shall be liable to the other or to any third party for any indirect, incidental, special or consequential losses, damages or loss of profit etc. arising out of or in relation to this Service Order. Notwithstanding anything to the contrary contained in the Service Order, the liability of each Party to the other for any cause of action whatsoever, and regardless of the form of action (including contract, tort, negligence or any other), arising out of or resulting from the performance or breach of this Service Order hereunder shall in no event exceed the amount of fees paid by Customer to Ugam under this Service Order.

Signature Page

Ugam Solutions Inc.	Subscriber:
By: 	By: 
Name: Madhav Mirani	Name: Christina Aragon
Title: Chief Commercial Officer	Title: Associate Superintendent, Business Services
Date: August 31, 2021	Date: August 31, 2021

Ugam- Vice President	Subscriber Contact:
Name: Gaurav Jain	Name: John Harris
Phone: +91-9892.597.580	Phone: (562) 469-6577
Email: Gaurav.jain@ugamsolutions.com	Email: jharris@dusd.net

II. 14. RATIFY Amendment No. 1 to Agreement No. 202021-225 with Qualtrics to provide additional cloud services for SMS text messaging to parents and students from September 15, 2021 through June 29, 2022. 

Supporting Documents

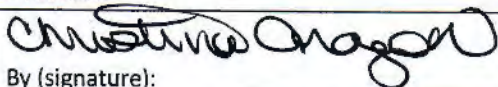


scan1208



Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	Downey Unified School District Po Box 7017 Downey, CA 90241 United States ("Customer")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/terms-of-service/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	<ul style="list-style-type: none"> - Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit 	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		
To be completed by Customer		
Regional Data Center:	US	Purchase Order Number (if any): To be determined
Email Address for Invoice Submission:	almir@dusd.net	Shipping Address: 11627 Brookshire Avenue Downey, CA 90241
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission: Po Box 7017 Attn: Downey Unified School District Downey USD Downey CA United States 90241

Qualtrics	Customer
By (signature):	
Name:	Name: Christina Aragon
Title:	Title: Associate Superintendent, Business Services
Date:	Date: September 16, 2021
Qualtrics Primary Contact:	Customer Primary Contact:
Name: Mahonri Pacanos	Name: John Harris
Phone: (385) 203-4506	Phone: +1 562-469-6577
Email: mahonrip@qualtrics.com	Email: jharris@dusd.net



Order Form

Service Level Exhibit

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%.



Order Form Fees Exhibit

License Details

Start Date	End Date	Term in Months
15-Sep-2021	29-Jun-2022	10

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
15-Sep-2021 TO 29-Jun-2022	Cloud Professional	\$2,500.00 \$0.00	Effective Date	Net 30	Q-1571343
Total		USD \$2,500.00			

*Term-based prorated amount of \$2,500.00 annualized price.

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Press Release

Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.



Order Form

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal at least 30 days prior to the end of the term.

[Description of Services on following page]




Order Form

YEAR 1
Q-1571343

CLOUD SERVICE

EmployeeXM for Internal Support

SMS Text Reserve : up to 250000

II. 15. RATIFY First Amendment to Service Agreement No. 202021-318 with Haynes Family of Programs - S.T.A.R. Agency to extend contract completion date from September 1, 2021 to be through November 30, 2021. 

Supporting Documents

 scan1209

D.U.S.D. Agreement No.
Purchase Order No. PO2W.64451.210000001542,
Board Approval Date: 04/20/21
1st Amendment Approval Date:

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 13th day of September 2021, between Haynes Family of Programs – S.T.A.R. Agency, hereinafter referred to as “CONSULTANT”, and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT 202021-318 approved by the Board of Education on 04/20/2021 and amended to provide supplemental academic support / Reading Specialist, to include the following: up to 8 hours per week, maximum 124 hours. (Student #724527, WL)
 - A. By extending the contract completion date from 09/01/2021 to be through 11/30/2021.
2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202021-318, shall remain in full force and effect.

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

HAYNES FAMILY OF PROGRAMS –
S.T.A.R. AGENCY

By Christina Mikuljan

Print Name Christina Mikuljan

Title NPA Program Manager

Date 09/13/2021

DOWNEY UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

By _____

Christina Aragon

Associate Superintendent, Business Services

Date _____

EXHIBIT “<<letter or number>>”

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

Signature: 
Christina Mikuljan (Sep. 13, 2021 1:26 PM)

Email: cmikuljan@teroyhaynes.org

II. 16. RATIFY First Amendment to Service Agreement No. 202122-123 with SpeechCom, Inc. by adding additional Speech Language Pathology Assistants to cover the District's speech and language needs from August 9, 2021 through July 31, 2022. 

Supporting Documents

 scan1210

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 3rd day of September 2021, between Speech Com, Inc, hereinafter referred to as "CONSULTANT", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT 202122-123 approved by the Board of Education on September 7, 2021 and amended September 3, 2021 to provide speech and language assessments and therapy sessions, to include the following:
 - A. By adding additional speech and language assessments and therapy sessions; and
 - B. By increasing the AGREEMENT amount by one hundred seventy-one thousand and six hundred thirty DOLLARS AND 00/100 (\$ 171,630.00) from seventy five thousand and forty DOLLARS AND 00/100 (\$75,040.00), for a total AGREEMENT amount of two hundred forty-six thousand, six hundred seventy DOLLARS AND 00/100 (\$246,670.00) and
2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202122-123, shall remain in full force and effect.

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

SPEECHCOM

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

By Rebecca Ruchlin

By _____

Print Name REBECCA RUCHLIN

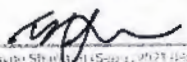
Christina Aragon

Title VP OF BUSINESS & STAFF DEVELOPMENT Associate Superintendent, Business Services

Date 9-7-21


Date _____

EXHIBIT "<<letter or number>>"


Downey School District (Sept. 1, 2021 to Sept. 1, 2022)

II. 17. RATIFY First Amendment to Master Agreement No. 202122-172 with Capturing Kids' Hearts by adding additional virtual training sessions from September 1, 2021 through September 30, 2021. 

Supporting Documents

 scan1211

FIRST AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **5th day of October 2021**, between **Capturing Kids' Hearts**, hereinafter referred to as "**CONSULTANT**", and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "**DISTRICT**".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT 202122-172 approved by the Board of Education on September 7, 2021 and amended October 5, 2021 to provide Eight, two-hour virtual training cohort(s) for up to 25 participants per cohort, to include the following:
 - A. By adding Eight, two-hour virtual training cohort(s) for up to 50 participants per cohort per the attached Training Confirmation Agreement dated September 8, 2021; and
 - B. By increasing the AGREEMENT amount by Thirty-two Thousand DOLLARS AND 00/100 (\$32,000.00) from Twenty-four Thousand DOLLARS AND 00/100 (\$24,000.00), for a total AGREEMENT amount of Fifty-six Thousand DOLLARS AND 00/100 (\$56,000.00).
2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202122-172, shall remain in full force and effect.

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

CAPTURING KIDS' HEARTS

By Ashley Giles

Print Name Ashley Giles

Title Operations Coordinator

Date 09.09.2021

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

By _____

Christina Aragon

Associate Superintendent, Business Services

Date _____

Training Confirmation Agreement dated September 8, 2021

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

II. 18. RATIFY First Amendment to Lease Agreement No. 202122-177 with the Downey Family YMCA to provide a YMCA Child Care program from September 3, 2021 through June 30, 2022. 

Supporting Documents



scan1212

D.U.S.D. Agreement No. 202122-177
Purchase Order No. N/A
Board Approval Date: August 3, 2021
1st Amendment Approval Date: October 5, 2021

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **3rd day of September 2021**, between the **Downey Family YMCA**, hereinafter referred to as "**CONSULTANT**", and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "**DISTRICT**".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT 202122-177 approved by the Board of Education on August 3, 2021 and amended September 3, 2021 to provide a YMCA Child Care program, at the sites below:
 - A. Gallatin Elementary School 2 rooms
Rio San Gabriel Elementary School 2 rooms
Rio Hondo Elementary School 1 room
 - B. By removing the sites of Imperial Elementary School (1 room) and Maude Price Elementary School (2 rooms) as program sites; and
 - C. By decreasing the monthly AGREEMENT amount by \$1,405.00 from \$5,620.00 DOLLARS, for a total monthly AGREEMENT amount of \$3,512.50 DOLLARS, at a cost per room of \$702.50; and
 - D. The contract completion date will remain June 30, 2022.
2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202122-177, shall remain in full force and effect.

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

DOWNEY FAMILY YMCA

By _____

Print Name Mark Dengler

Title Chief Operating Officer

Date September 20, 2021


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

By _____

Christina Aragon

Associate Superintendent, Business Services

Date _____

II. 19. RATIFY Service Agreement No. 202122-72 with RMI International, Inc. to provide unarmed security patrol services for District sites at the request of the M.O.T. Services Department from July 1, 2021 through June 30, 2022. 

Supporting Documents

 scan1213

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

SERVICE AGREEMENT
Agreement No. 202122-72

THIS AGREEMENT made and entered into this 25 of June, 2021 by and between RMI International, 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.
Provide unarmed security patrol services, routine scheduled and as-needed for District sites
or as requested by the M.O.T. Services Department.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 80,000.00, not to exceed \$ 80,000.00 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 7/1/2021 and will terminate on or before 6/30/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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: RMI INTERNATIONAL, INC.
Dept.: OPERATIONS
Address: 8125 SOMERSET BLVD.
PARAMOUNT, CA 90723
Contact: CLARENCE ROSHELL
Phone/email: (562) 806-9098

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

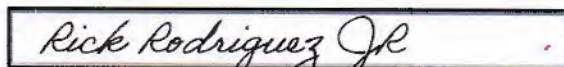
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

RMI INTERNATIONAL, INC.



Signature

Print Name: RICK RODRIGUEZ, JR.

Print Title: PRESIDENT

Date: _____

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

RMI INTERNATIONAL INC.

SECURITY SERVICE AGREEMENT

This agreement ("Agreement") is hereby entered into with **RMI, INC.**, hereinafter referred to as "**Contractor**," located at 8125 Somerset Blvd, Paramount, CA 90723, and **Downey Unified School District, 11627 Brookshire Ave. Downey, CA 90241** hereinafter referred to as "**Client**".

1. Client request Contractor to provide as needed security patrol services at **Downey Unified Schools**, hereinafter referred to as the sites.
2. Contractor shall provide vehicular patrol services at Downey Unified School premises on an as needed basis. Client has determined security needs, as such Client is solely responsible for the assessment of security needs, including number of guards, deployment of guards, scope of work, and management.
3. The term will begin Saturday, July 1, 2021 and continue through June 30, 2022 or 30 day cancellation request. Services hours and rates are listed below.

Contractor reserves the right to refuse services at any time.

4. The Contractor shall maintain the following insurance coverage, evidence of which will be furnished upon request;
 - A. Comprehensive Liability Coverage up to \$1 million dollars.
 - B. Worker Compensation Insurance with limits as required by law.
5. The Client agrees that during the term of this Agreement for the term of:
 - A. It will not hire for its own employment in any form, any person currently employed by the Contractor in the performance of this Agreement.

AND

- B. It will prohibit the use of any such employees by any other security company at any of the client's locations serviced by the Contractor in the performance of this Agreement.
6. **Scope of work:**

For, and in consideration of, furnishing vehicular patrol services for this Agreement, the Client agrees to pay the Contractor **\$41.99 per hour** for 1 uniformed security officer and a marked Security Patrol Vehicle.

7. Additional Rates for Services:

Per client's request the below services are available at the rates listed, upon additional service request by client.

Armed / Unarmed Uniformed Vehicle Patrol Officer = \$41.99 per hour

Armed / Unarmed Uniformed Officer No Vehicle = \$31.62 per hour

8. The Client acknowledges that there are seven major holidays per year:

New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Client agrees to pay Holiday rate (time-and-a-half of the regular rate) for services performed on the actual holiday.

9. Invoices will be mailed monthly, and mailed directly to such offices as the Client may direct and are payable, by the Client, upon receipt to the address specified on the invoice. Invoices shall be paid within 30 days of such receipt. Interest of 2% per month shall apply to all invoices that are paid after 45 days.
10. All security service requests or changes to existing services, require a 96-hour prior notice. The change request must be submitted in writing from District to RMI. If the notice is less than 96 hours prior to service, the services shall be billed at time-and-a-half of the regular rate.
11. The Contractor agrees to use its best efforts to perform its security guard duties to observe and report, as defined by the BSIS. The Client recognizes and accepts that the Contractor is not an insurer and that amounts payable by the Client for services are based on the value of the services rendered and is not related to the value of the Client's and/or any third party's property and/or person. The Contractor makes no warranty, expressed or implied that guard services will prevent losses and/or any and all personal injuries. Further, Contractor makes no warranty to prevent and/or monitor alcohol usage, drug usage, or prevent entrance of contraband (including weapons). The Client waives any and all rights to recovery against the Contractor for damages to the premises, its services or loss to the Client occurring as result of fire or any other casualty. It is expressly understood that under no circumstances will the Contractor be responsible for any personal injuries and/or theft of the Client and/or any third party's property by others.
12. Client acknowledged that Federal law and/or Contractor's Company policy requires the Contractor to allow regular breaks and one (1) 30 minutes lunch/dinner breaks during each 8 hours shift, and two (2) 10 -minute breaks during 8 hours shift.
13. It is agreed that RMI will only be held responsible for the actions of its agents, officers, employees or any other representative of the company, arising out of or related to the performance of agreement. RMI cannot be held responsible for damages, injuries, or losses unrelated to the performance under this agreement.
14. Client acknowledges that Contractor may terminate this Agreement upon notice to Client.

RMI International
8125 Somerset Blvd. Paramount, California 90723
Office: 562-806-9098 * Fax: 562-630-0072

15. Client's signature herein below shall constitute this as a binding agreement.

CLIENT

BY: _____

TITLE: _____


DATE: _____

CONTRACTOR

BY: _____

TITLE: President

DATE: July 1, 2021

II. 20. RATIFY Service Agreement No. 202122-73 with Bellflower Music Center to provide musical instrument repair services at the request of the M.O.T. Services Department from July 1, 2021 through June 30, 2022. 

Supporting Documents



scan1214

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

SERVICE AGREEMENT
Agreement No. 202122-73

THIS AGREEMENT made and entered into this 25 of June, 2021 by and between Bellflower Music 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.
Musical instrument repair as needed by the District's M.O.T. Services Department.
Note: a work order number must be included in all repair documentation and billing.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 10,000.00, not to exceed \$ 10,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 7/1/2021 and will terminate on or before 6/30/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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 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: Bellflower Music Center
Dept.: Service Department
Address: 17125 Bellflower Blvd.
Bellflower, CA 90706
Contact: Juan Lopez
Phone/email: (562) 867-6715

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

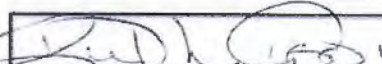
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

BELLFLOWER MUSIC CENTER



Signature

Print Name: Ruth Grooms

Print Title: Owner

Date: _____

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. 202122-73

Page

II. 21. RATIFY Service Agreement No. 202122-74 with Jim's Musical Instrument Repair to provide musical instrument repair services at the request of the M.O.T. Services Department from July 1, 2021 through June 30, 2022. 

Supporting Documents

 scan1215

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

SERVICE AGREEMENT
Agreement No. 202122-74

THIS AGREEMENT made and entered into this 25 of June, 2021 by and between Jim's Musical Instrument Repairs, 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.
Musical instrument repairs as needed by the District's M.O.T. Services Department.
Note: a work order number must be included in all repair documentation and billing.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 10,000.00, not to exceed \$ 10,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 7/1/2021 and will terminate on or before 6/30/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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: Jim's Musical Instrument Repair
Dept.: Service
Address: 3916 Markridge Road
La Crescenta, CA 91214
Contact: James Metter
Phone/email: (818) 389-5864

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

JIM'S MUSICAL INSTRUMENT REPAIR



Signature

Print Name: JAMES METTER

Print Title: President

Date: June 28, 2021

District use only below line

Account Number to be Charged 01.0-81500.0-00000-81100-5630-7550000

Name and Title of Site Administrator-Please print

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

WOODWINDS REPAIRS

MAKE PLAY

A Make Play repair is when the instrument needs minimal work to restore it to playing condition i.e. 1-8 pads, straighten keys or tenons, tenon corks, etc.

MECHANICAL OVERHAUL

Is when an instrument is revived to "like new" playing conditions. This does not include refinishing or re-plating any surfaces.

Overhaul includes: all new pads, new corks, cleaning body & keys, polish keys & body (where applicable), replace springs as needed, oil wood instruments, reassemble, lubricate, adjust, and play test.

All work is warrantied for 30 days. Note: this only covers work done, and not new issues that may arise from normal play.

If customer request only specific work done, playability will not be guaranteed.

	Make Play	Overhaul	
		Labor	Parts
Piccolo (plastic)	\$25/up + parts	\$275	\$65
Piccolo (wood)	\$25/up + parts	\$300	\$65
Flute (C foot)	\$25/up + parts	\$215	\$43
Flute (open hole)	\$25/up + parts	\$225	\$43
Flute (B foot)	\$25/up + parts	\$235	\$45
Clarinet (plastic)	\$25/up + parts	\$215	\$40
Clarinet (wood)	\$25/up + parts	\$235	\$70
Soprano Sax	\$35/up + parts	\$450	\$150
Alto Sax	\$35/up + parts	\$450	\$150
Tenor Sax	\$35/up + parts	\$550	\$150
Alto/Bass Clarinet, Oboe, English Horn, Bassoon, Baritone Sax - please call for price quote			

Effective 10/1/2020

JMIR 909-599-2599

ADDITIONAL SERVICES

Clarinet tenon cork	\$22 each
Sax neck cork	\$22 each
Flute/Clarinet pad	1 at \$35, each additional \$17.50 + part
Sax/Bass Clarinet pad	1 at \$35, each additional \$20 + part
Silver solder broken key	\$45/up
Flute head cork	\$20 + part
Adjust Flute tenon	\$30 each

Prices do not include "make play" adjustments

Flute and Clarinet pads are top quality, double bladder skin.

Sax/Bass Clarinet pads are premium leather.

Sax pads come with a variety of resonators.

Oboe pads are made of cork and hand-adjusted for a perfect fit.

Cork pads can also be used in wood clarinet upper joints for a perfect seal and maximum durability.

REPLACEMENT PADS

Piccolo pad	\$4 ea
Flute pad	\$2.50 ea
Clarinet pad	\$2.50 ea
Cork pad	\$3.50 - \$5.20 ea
Leather Pad	sm/large \$5.00 ea
	large/XL \$10.00 and up ea
Flute head joint cork	\$2.00 ea
Flute Trill keys/Eb key cork	\$4.50 ea

Kangaroo Skin and Gor-Tex® Pads are available.

Custom modifications are available

call for quote.

**Pads, parts, and shop materials
are not sold separately**

jim@jmir-inc.com

BRASS REPAIRS

SONIC CLEAN

Instrument disassembled, remove accessible dents, ultra sonic clean body, slides, valves & mouthpiece, replace worn/damages parts, reassemble, play test

	Labor	Parts
Trumpet/Trombone (lacquer)	\$75	\$10
Trumpet/Trombone (silver plated)	\$95	\$10
French Horn	\$110	\$10
Alto Horn	\$95	\$10
Saritone Horn/Euphonium	\$110	\$10
Tuba	CALL	

ADDITIONAL SERVICES

	TRUMPET	LARGE BRASS
Clean & align valves	\$35+parts	\$45+parts
Lap valve (each)	\$35/up	\$55/up
Solder broken brace or joint	\$35/up	\$45/up
Remove dents	\$30/up	\$55/up
Repair frozen slides	\$35/up	\$45/up

TROMBONE & FRENCH HORN

Slide work (clean/align/dents)	\$45/up
Re-string rotors (each)	\$5
Clean & align rotors (each)	\$20
Repair frozen slides	\$35/up

TUBA/SOUSAPHONE

CALL FOR QUOTE

REPLACEMENT PARTS

Water Key cork	\$5.00 each
Water Key spring	\$2.50 each
Valve felts	\$4.00 each
3 rd slide ring	\$20.00 each
Lyre screw	\$5.00 each

STRINGED INSTRUMENTS

From bringing an instrument back to playing condition to major repairs of cracks, fingerboards and seams

	Violin	Cello	
Restring, clean, setup	\$25	\$50	+ parts
Sound post - new	\$25	\$40	
Sound post - adjust & set	\$20	\$30	
Install new bridge	\$40	\$80	+ parts
Bridge - re-work	\$25	\$40	
New pegs (set of 4)	\$50	\$80	+ parts
Fit Bushings (per peg)	\$30	\$55	+ parts
Peg fitting	\$25	\$35	
Adjust saddle/nut	\$25	\$35	
New saddle/nut	\$55	\$70	+ parts
Replace tail gut	\$10	\$15	+ parts

GLUING & OTHER REPAIRS

Re-glue fingerboard	\$30	\$50
Re-glue neck (no damage)	\$75	\$95
Broken at heel (need reinforcement)	\$100	\$150
Remove top/re-glue	\$60	\$90
Open seam (per bout)	\$15/up	\$35/up

BOWS


	Vln	Vla	Vlc	Db
Rehair	\$50	\$55	\$60	\$70
Re-wedge	\$20		\$20	

REPLACEMENT PARTS


Bridge	\$7.33	\$34.77
Tail Piece	\$35.00	\$42
Tuning Peg (each)	\$5.00	\$12
Tail gut (each)	\$5.00	\$11
Fine Tuner (each)	\$2.50	\$7.50
End Pin - standard	\$5.00	\$31.50
carbon fiber		\$40
Super Sensitive Strings	\$31.13	\$49.18

STRING BASS

CALL FOR QUOTE

II. 22. RATIFY Service Agreement No. 202122-132 with Marx Bros. Fire Extinguisher Co., Inc. to provide semi-annual inspections of Amerex and Kidde dual spectrum vehicle fire suppression systems in school buses from July 1, 2021 through June 30, 2022. 

Supporting Documents

 scan1216

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

SERVICE AGREEMENT
Agreement No. 202122-132

THIS AGREEMENT made and entered into this 8th of July, 2021 by and between Marx Bros. Fire Extinguisher Co. 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.
Service Agreement to cover the costs of semi-annual inspection of the Amerex and Kidde dual Spectrum Vehicle fire suppression systems of DUSD buses from July 1st 2021 to June 30th 2022.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$4,500.00, not to exceed \$4,500.00 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 7/1/2021 and will terminate on or before 6/30/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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: Marx Bros Fire Extinguisher Co. Inc
Dept.: _____
Address: 1159 South Soto Street
Los Angeles, CA 90023
Contact: Scott
Phone/email: 323-263-6954

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

Marx Bros Fire Extinguisher Co

Signature

Print Name: Scott Marx

Print Title: V/P

Date: 9-7-21

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

II. 23. RATIFY Service Agreement No. 202122-182 with Cross Country Staffing, Inc. to provide teachers for the Deaf and Hard of Hearing as needed for the DHH program, effective August 9, 2021 through June 30, 2022. 

Supporting Documents



scan1217

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

SERVICE AGREEMENT
Agreement No. 202122-182

THIS AGREEMENT made and entered into this 3rd of August, 2021 by and between Cross Country Staffing 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.
Agency will provide Teachers for the Deaf/Hard of Hearing as needed to the DHH Program.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ see attached rate sheet, not to exceed \$ 200,000 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 August 9, 2021 and will terminate on or before June 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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: Cross Country Staffing, Inc.
Dept.: Attn: Contracts
Address: 6551 Park of Commerce Blvd.
Boca Raton, FL 33487
Contact: Attn: Nora Breskin
Phone/email: NBreskin@crosscountry.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: _____

SERVICE PROVIDER

Cross Country Staffing, Inc.



Signature

Print Name: Mihael Spiegel

Print Title: President

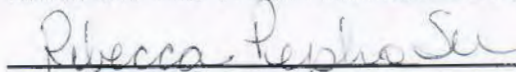
Date: 8/27/2021

District use only below line

Account Number to be Charged 01.2-65000-57601-11100-5817-7435000 (SDC)

Rebecca Piephos / DHH Principal

Name and Title of Site Administrator-Please print



Signature of Site Administrator

9/17/2021

Date


Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified Billing Rates (2021-2022)

DISCIPLINE	HOURLY RATE
Speech Language Pathologist (Monolingual)	\$85-\$95
Speech Language Pathologist (Bilingual)	\$95-\$99
Speech Language Pathologist Assistant (Monolingual)	\$61-\$67
Speech Language Pathologist Assistant (Bilingual)	\$66 -\$67
Occupational Therapists	\$85-\$95
Certified Occupational Therapist Assistant	\$60-\$67
Physical Therapists	\$85-\$95
Physical Therapist Assistants	\$60-\$67
Certified Nursing Assistant	\$31.50-\$33.50
Licensed Vocational Nursing	\$45
Registered Nursing	\$69-\$75
Certified or Credentialed School Nurse	\$85-\$95
School Psychologists/Bilingual Psychologist	\$88-\$95
Adapted Physical Education Teachers	\$85-\$95
Behavior Analyst/Consultant	\$95 -\$100
School Counselors	\$69- \$75
Music Therapists	\$95-\$99
Orientation/Mobility Specialists	\$95-\$99
Reading Specialists	\$95-\$99
Sign Language Interpreters	\$65-\$69
Clinical Social Workers	\$95-\$110
Special Education Teachers	\$75-\$85
Teachers for the Deaf/Hard of Hearing	\$95-\$99
Teachers for the Visually Impaired	\$95_99
Behavioral Intervention Development	\$95-\$100
Behavioral Intervention Implementation/NCI trained	\$42-\$44
Registered Behavior Technician	\$45
Paraprofessional/SpEd Aide	\$33.50- 39.00
Marriage and Family Therapist	\$85 -\$95

Signature _____ Date _____

II. 25. RATIFY Service Agreement No. 202122-227 with Focused Schools, LLC to provide consulting services, coaching, and training from September 1, 2021 through June 30, 2022. 

Supporting Documents



scan1218

**INDEPENDENT CONTRACTOR AGREEMENT FOR
NON-CONSTRUCTION SERVICES**

This Independent Contractor Agreement ("Agreement") is made as of August 19, 2021, between the **Downey Unified School District** ("District") and **Focused Schools, LLC** ("Contractor"). The District and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District See attached "Exhibit A"
proposal/scope

services, as described above, if extra space is needed, attach as Exhibit A "Scope of Work" (SOW). The SOW falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

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

2. **Term.** Contractor shall commence providing Services under this Agreement on September 1, 2021, and shall continue through June 30, 2022 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
3. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
4. **Compensation.** District compensation to the Contractor shall not exceed One hundred and seventy-six thousand Dollars (\$ 176,000.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. **CalSTRS/CalPERS:** If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
5. **Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
6. **Independent Contractor.** The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
7. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

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

- 14.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate, and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another contractor. If the expense, fees, and costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District.

- 14.2 Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

- 14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

- 15. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

16. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

16.1. General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

16.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising out of performing any portion of the Services by Contractor.

16.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor Parties who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

16.4. ☐ [REQUIRED IF BOX CHECKED] Professional Liability Insurance. One Million Dollars (\$1,000,000) for professional liability insurance as appropriate to Contractor's profession, coverage to continue through the Term plus two (2) years thereafter.

16.5. ☐ [REQUIRED IF BOX CHECKED] Abuse and Molestation Insurance. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate that shall protect the Contractor and the District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Contractor.

16.5.1 ☒ Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with District students (as determined by District) and will be supervised at all times during the Term of this Agreement then Abuse/Molestation Insurance will not required at this time.

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

Date: 8/19-21

District Representative's Name and Title: Roger Brossmer, Assistant Superintendent

District Representative's Signature: 

16.6. Other Insurance Provisions:

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

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

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

19. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification **must** be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:

- 19.1.** All site visits shall be arranged through the District;
- 19.2.** Contractor and Contractor Parties shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 19.3.** Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;
- 19.4.** Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District;
- 19.5.** Contractor and Contractor Parties shall not use student restroom facilities; and
- 19.6.** If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

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

If to District

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

If to Contractor

Name: Focused Schools, LLC
ATTN: Dillon Rogers
ADDRESS: 1517 North Point Street, #341
San Francisco, CA 94123
FAX: _____
EMAIL: drogers@focusedschools.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

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

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

- 23. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 24. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.
- 25. Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, Los Angeles County, having competent jurisdiction of the dispute. Disputes may be determined by mediation, if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claim presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 26. Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
- 27. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

DISTRICT:

Date: 10/5/21

Downey Unified School District

SIGNATURE

Christina Aragon
Associate Superintendent, Business
Services

CONTRACTOR:

Date: 8/19/2021

Company: Focused Schools, LLC



SIGNATURE

Dillon Rogers

PRINT NAME

Finance and Operations Manager

PRINT TITLE

Information regarding Contractor:

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

Contact Name: Dillon Rogers Title: Finance and Operations Manager

Address: 1517 North Point Street, #341 Email: drogers@focusedschools.com

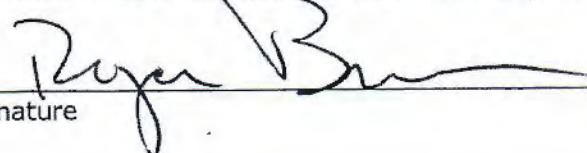
San Francisco Phone: (844) 957-2466

District use only below line

Account number to be charged: 01.0-03000.0-11100-10000-5804-7530390

Roger Brossmer, Assistant Superintendent, Secondary Education

Name and Title of site Administrator - Please print



Signature

8/20/21

Date

Signature of Program Director ONLY if using categorical funds

Date

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

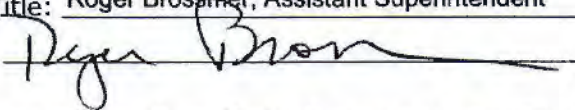
Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking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

- A. ☒ Contractor and the Contractor Parties, if any, will **always only have supervised or no contact with District students (as determined by District)** during the Term of this Agreement.

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

Date: 8/19/21

District Representative's Name and Title: Roger Brosamer, Assistant Superintendent

District Representative's Signature: 

- B. ☐ The following Contractor Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

☐ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

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

District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

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

Date: August 19, 2021


Name of Contractor: Focused Schools, LLC

Signature:

Representative's Name and Title: Dillon Rogers, Finance and Operations Manager

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

END OF DOCUMENT

II. 26. APPROVE Service Agreement No. 202122-238 with Beck for Cognitive Behavior Therapy to provide training to Psychologists and Clinical School Therapists in the area of Cognitive Behavior Therapy from October 21, 2021 through November 4, 2021. 

Supporting Documents

 scan1219



COGNITIVE
BEHAVIOR
THERAPY

202122-238

Beck Institute for Cognitive Behavior Therapy
Agreement for Services

This Agreement for Services (this "Agreement"), made as of July 27, 2021, is between the Foundation for Cognitive Therapy and Research d/b/a Beck Institute for Cognitive Behavior Therapy, a Pennsylvania nonprofit corporation located at One Belmont Avenue, Suite 700, Bala Cynwyd, PA 19004 ("Beck Institute"), and Downey Unified School District, located at 11627 Brookshire Ave, Downey, CA 90241 ("Client" and, together with Beck Institute, individually, a "Party" and collectively, the "Parties").

NOW, THEREFORE, in consideration of the compensation hereinafter set forth, Beck Institute agrees to provide services (the "Services") in accordance with the contract tasks set forth in the Statement of Work ("SOW"), attached hereto and incorporated by reference herein. In consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that:

1. TERM, TERMINATION AND SURVIVAL: The term of this Agreement shall commence on the date hereof and shall continue thereafter until the lesser of one year or upon the completion of the Services, unless sooner terminated pursuant to the terms of this Agreement, or extended through a mutually agreed upon addendum to this contract signed by both parties. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach from the non-breaching Party, (b) becomes insolvent or admits its inability to pay its debts generally as they become due, (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within ten days or is not dismissed or vacated within 60 days after filing, (d) is dissolved or liquidated or takes any corporate action for such purpose, (e) makes a general assignment for the benefit of creditors or (f) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding anything to the contrary in this Agreement, Beck Institute may terminate this Agreement on five days' written notice if Client fails to pay any amount when due hereunder and such failure continues for five days after Client's receipt of written notice of nonpayment from Beck Institute. The rights and obligations of the Parties set forth in Sections 4, 5, 9, 10, 11 and 13 shall survive any termination of this Agreement.

2. OBLIGATIONS OF BECK INSTITUTE: Beck Institute shall perform the Services listed in the attached SOW (a) in accordance with the terms and subject to the conditions set out in this Agreement, (b) using personnel of its choice that it believes have the requisite experience and qualifications and (c) in a timely and professional manner.

3. OBLIGATIONS OF CLIENT: Client shall (a) designate one of its employees to serve as its primary contact with Beck Institute and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Client Contact"), with such designation to remain in force until a successor Client Contact is appointed, (b) require that the Client Contact respond promptly to any reasonable requests from Beck Institute for instructions, information or approvals required by Beck Institute to provide the Services, (c) cooperate with Beck Institute in its performance of the Services and provide access to Client's premises, employees and equipment as required to enable Beck Institute to provide the Services and (d) take all steps reasonably



necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Beck Institute's provision of the Services.

4. FEES AND EXPENSES:

(a) Fees. In consideration of the provision of the Services by Beck Institute and the rights granted to Client under this Agreement, Client shall pay to Beck Institute the Fees set forth in the SOW (the "Fees"). Payment to Beck Institute of Fees and reimbursement of expenses as provided below and in the SOW shall constitute payment in full for the performance of the Services. Any changes to the attached Statement of Work (SOW) resulting in an increase in fees, inclusive of out-of-pocket expenses where appropriate, shall be negotiated between parties.

(b) Reimbursement of Expenses. [Reserved]

(c) Payment. Client shall make all payments for fees and reimbursable expenses, according to the schedule included in the attached Statement of Work (SOW), to Beck Institute via electronic funds transfer or check mailed to Beck Institute at PO Box 1131, Brookhaven, PA 19015.

(d) Cancellation. Events cancelled by Client within 30 days of the scheduled date of the provision of such Services are subject to full payment. Should an event be cancelled, the Parties will work in good faith to reschedule the event at a mutually agreed upon date and time. If Client and Beck Institute are able to reschedule an event at a mutually agreeable date and time, any monies paid will be applied toward the rescheduled event.

5. INTELLECTUAL PROPERTY:

(a) Beck Institute will electronically provide any requisite training materials (the "Materials") to Client in advance of the Services related to such Materials. Client is responsible for reproduction and distribution of the Materials to participants. Any Materials provided (including, without limitation, PowerPoint presentations/handouts) are to be made available to participants of the Services listed in the SOW ONLY. Electronic reproduction and/or distribution of training material beyond the attendees of the services listed in the Statement of Work (SOW) is prohibited unless Client receives the prior written approval of Beck Institute.

(b) Client acknowledges that all intellectual property rights, including, without limitation, copyrights, patents and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos and corporate names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights"), in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of Beck Institute in the course of performing the Services, including all of the Materials and any items identified as such in the SOW, shall be owned by Beck Institute. Client shall (i) only distribute the Materials to the participants who are receiving the training provided by Beck Institute as part of the Services and (ii) use the Materials solely in connection with the Services provided by Beck Institute.

6. ON-SITE AUDIO/VISUAL NEEDS: [Reserved].

7. COMMUNICATION: All correspondence related to the Services shall occur between Beck Institute and Client. Client shall not contact an instructor directly unless at the express direction of Beck Institute.



8. **AUDIO AND VIDEO RECORDING:** Audio or video recording of the performance of the Services in whole or in part is strictly prohibited.

9. **LIMITATION OF LIABILITY:**

(a) Client acknowledges that the Services are solely for the purpose of providing training and do not constitute specific medical advice or the provision of medical services. Neither Beck Institute nor any of its personnel or subcontractors shall have any liability with respect to the provision of the Services or the alleged provision of any medical advice or medical services. CLIENT ACKNOWLEDGES THAT BECK INSTITUTE IS MERELY PROVIDING TRAINING AS PROVIDED IN THE SOW AND IS NOT MAKING ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL BECK INSTITUTE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT BECK INSTITUTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL BECK INSTITUTE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO BECK INSTITUTE PURSUANT TO THIS AGREEMENT.

10. **CONFIDENTIALITY:** From time to time during the term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), nonpublic proprietary or confidential information of Disclosing Party ("Confidential Information"); provided, however, that Confidential Information shall not include any information that (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 10, (b) is or becomes available to the Receiving Party on a nonconfidential basis from a third-party source; provided that such third party is not and was not prohibited from disclosing such Confidential Information, (c) can be demonstrated to have been in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder or (d) can be demonstrated to have been independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to promptly notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's cost and expense, a protective order or other remedy.

11. **INDEMNIFICATION:** Beck Institute shall indemnify, defend and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including



reasonable attorneys' fees (collectively, "Losses"), arising out of or resulting from any third party claim, suit, action or proceeding (each, an "Action") related to bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Beck Institute or its personnel; provided, however, such indemnification shall not be applicable to the provision of the Services or the alleged provision of medical advice or of medical services, for which, as provided in Section 9(a) above, Beck Institute shall not have any liability. Client shall indemnify, defend and hold harmless Beck Institute and its officers, directors, employees, agents, successors and permitted assigns from and against all Losses arising out of or resulting from any Action arising out of or resulting from (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Client or its personnel or (b), with respect to the provision of the Services or the alleged provision of medical advice or of medical services by Beck Institute.

12. **FORCE MAJEURE:** Beck Institute shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Beck Institute, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage; provided, that if the event in question continues for a continuous period in excess of 30 days, Client shall be entitled to give notice in writing to Beck Institute to terminate this Agreement.

13. **GOVERNING LAW AND JURISDICTION:** This Agreement, including the SOW and all exhibits, schedules, attachments and appendices attached hereto, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws provisions thereof. Each Party agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including the SOW and all exhibits, schedules, attachments and appendices attached hereto, and all contemplated transactions, in any forum other than the Federal and state courts located in the Commonwealth of Pennsylvania and any appellate court from any thereof. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of such courts. The Parties agree that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

14. **PUBLICITY:** Subject to Section 10 and for purposes of marketing, sales, fundraising, press outreach and/or general communications, Client grants permission to Beck Institute to name, list and/or refer to Client as a client or entity for whom Beck Institute has provided services.

15. **MISCELLANEOUS:**

(a) **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth in the introductory paragraph (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15(a)). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt



requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only on receipt by the receiving Party and if the Party giving the notice has complied with the requirements of this Section 15(a).

(b) Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(c) Amendment; Waiver. No amendment to or modification of this Agreement shall be effective unless it is in writing and signed by the Parties. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(d) Assignment. Neither Party may assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, except that Beck Institute shall be entitled to determine the personnel that shall provide the Services. Any purported assignment or delegation in violation of this Section 15(d) shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations under this Agreement.

(e) Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties hereto and their respective permitted successors and permitted assigns. This Agreement benefits solely the Parties hereto and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) Entire Agreement. This Agreement, including and together with the SOW and any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein or therein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

(g) Counterparts; Electronic Execution. This Agreement may be executed simultaneously in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute but one and the same document. Facsimile, email .pdf and other electronically scanned signatures of the Parties hereto shall be binding.

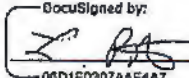
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ACCEPTANCE OF TERMS

Please sign below to accept the terms of this Agreement and return to Beck Institute via fax at 610-709-5336 or email to the attention of Rachel Raczak, at rraczak@beckinstitute.org.

BECK INSTITUTE:
FOUNDATION FOR COGNITIVE THERAPY AND RESEARCH


By: 
DocuSigned by:
00D1F0307AAF4A7..

Name: Lisa Pote, MSW
Title: Executive Director
Date: 8/24/2021

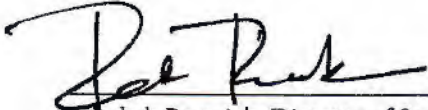
CLIENT:

Downey Unified School District

By: _____


Wayne Sharnum (Aug 28, 2021 17:50 PDT)

Name: Christina Aragon
Title: Associate Superintendent Business Services
Date: _____


Rebekah Ruswick, Director of Special Education
01.0-65000.0-57600-31400-5890-7430000



Beck Institute for Cognitive Behavior Therapy
Statement of Work

SERVICES

Workshop: CBT in Schools

Instructor: Dr. Kerrie Smedley

Date(s):

- Day 1: October 21, 2021
- Day 2: October 28, 2021
- Day 3: November 4, 2021

Time: 8:30am-4:00pm PT/11:30am-7:00pm ET each day (including lunch and breaks)

Location of Event: Zoom Virtual Platform

CLIENT CONTACT INFORMATION

Reynaldo Vargas

revargas@dusd.net

FEES/EXPENSES

Professional Workshop *: \$12,000

Admin Fee: \$600.00

Total due to Beck Institute: \$12,600, plus applicable taxes and fees

Due in full upon signing agreement.

Prices exclude State sales tax which will be added to all invoices for products and services as applicable.

*Professional Workshop fee is based on an estimated 50 or less audience members. The final price of each workshop is subject to change according to the amount of attendees.

Beck Institute Payment Options:

- Checks (*drawn on US Bank in USD*)
mailed to: Beck Institute, PO Box 1131, Brookhaven, PA 19015
NOTE: this is a new remittance address (effective March, 2021)
- ACH: payment to Beck Institute via ACH at Tompkins VIST Bank, 1 Belmont Avenue, Suite 700, Bala Cynwyd, PA 19004 – Account # 0000042630 -- Routing 031312194 and include agreement/invoice # as a reference,
- Online credit card payment link: <https://beckinstitute.org/beck-institute-one-time-payment/>.

II. 27. RATIFY Amendment to Laboratory Services Agreement No. 202122-240 with Fulgent Therapeutics, LLC to provide COVID-19 testing services and supplies to District students and staff as needed from August 23, 2021 through August 22, 2022. 

Supporting Documents

 scan1220

AMENDMENT TO COVID-19 TESTING LABORATORY SERVICES AGREEMENT

This amendment ("**Amendment**") is made effective as of September 8, 2021 ("**Amendment Effective Date**") and shall serve to modify that certain COVID-19 Testing Laboratory Services Agreement executed August 23, 2021 ("**D.U.S.D. Service Agreement No. 202122-240**") by and between Fulgent Therapeutics LLC ("**LAB**") and Downey Unified School District ("**Client**").

Background

LAB entered into the Agreement to provide Client with COVID-19 Testing services. Parties wish to amend parts of the Agreement.

NOW, THEREFORE, the parties hereto agree to the Agreement be amended as follows:

1. ADD to Exhibit A.2.a.
Exhibit A.2.a.iii. Testing for employees will be billed institutionally to CLIENT, at the rates indicated Exhibit A.2.a. Testing for students will be billed to insurance, with CLIENT as the payor of last resort, as described in Exhibit A.2.c.
2. DELETE AND REPLACE Exhibit A.2.c.
Exhibit A.2.c. Insurance Billing for Students. LAB will bill insurance and HRSA for all tests rendered. CLIENT agrees to work with the LAB in good faith to ensure accurate insurance information is provided for insurance billing. CLIENT must pay the LAB the remaining balance for all tests NOT fully reimbursed by insurance or HRSA within 90 days, at institutional prices indicated in Exhibit A.2.a.
3. DELETE AND REPLACE Exhibit A.3.a.v.
Exhibit A.2.a.v. Picture Billing. Picture At-Home Codes must be prepaid. Picture At-Home Test Kits will be billed upon dispatch.
4. REMOVE Exhibit A.3.b.
For avoidance of doubt, Picture Insurance/Institutional Hybrid Billing will not be offered.
5. ADD Exhibit A.2.i.
Exhibit A.2.i Physician Authorization
 - a. All Fulgent COVID-19 tests must be authorized by a properly qualified physician, who holds a current NPI.
 - b. LAB may provide physician authorization via subcontract for \$400 per Testing Event.
 - c. Physician authorization and telehealth consultation services must be opted in at an institutional level for all individuals.
 - d. All Physician Authorization Costs must be paid by the CLIENT institutionally, and CANNOT be billed to insurance
6. This Amendment, together with the Agreement, constitute the entire agreement between the parties with respect to the subject matter contained therein, and together, supersede and replace any and all prior and contemporaneous understanding, arrangements and agreements, whether oral or written, with respect to the subject matter.

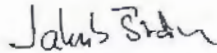
7. Except as provided hereinabove, the parties hereby confirm and ratify that all terms and conditions of the Agreement, as heretofore amended, are in full force and effect and shall continue to apply, as amended by this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in multiple counterparts by their duly authorized representatives as of the Amendment Effective Date.

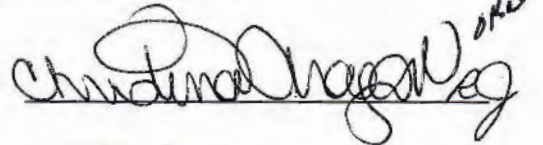
FULGENT THERAPEUTICS, LLC

DOWNEY UNIFIED SCHOOL DISTRICT

Signature



Signature



Name

Jakub Sram

Name

Christina Aragon

Title

VP

Title


Associate Superintendent, Business Services

Date

9/9/2021

Date

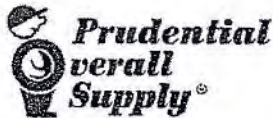
October 5, 2021

II. 28. RATIFY Agreement No. 202122-247 with Prudential Overall Supply to provide machine towel and apron services to the Auto Technology Facility at Downey High School from August 11, 2021 through June 3, 2022. 

Supporting Documents



scan1221

**SERVICE RENTAL AGREEMENT**

D.U.S.D. Agreement No. 202122-247

PRUDENTIAL OVERALL SUPPLY ("PRUDENTIAL") agrees to furnish, clean, pick-up and deliver the following merchandise and CUSTOMER agrees to rent all merchandise listed below for the initial account installation and any additional merchandise ordered from PRUDENTIAL. CUSTOMER agrees to a service minimum based on the initial account installation. Prices will vary for other than weekly service.

Wearing Apparel					Other Merchandise				
Item	Rental Rate	Inventory Per Wearer	Total Wearers or Items	Replacement Value	Item	Frequency	Unit Rate	Total Inventory	Replacement Value
See Addendum A									

DATE OF FIRST DELIVERY: Service Rental Agreement is effective the date signed by both parties. The term of Agreement is based on the installation date of each served location.

GENERAL PURPOSE MERCHANDISE: Merchandise rented by PRUDENTIAL is for general purpose only and is not for use in areas of flammability risk or where contact with toxic or hazardous materials is possible. If requested, CUSTOMER agrees to furnish Safety Data Sheets (SDS) to comply with all applicable laws. Merchandise rented by PRUDENTIAL is also not considered ANSI/SEA 107-1999 compliant.

TERMS: Upon approval of CUSTOMER'S credit, payment is due net 30 days from invoice date or upon receipt of monthly statement. All prices reflect credit for time off due to CUSTOMER / employee vacation, holiday or sickness.

REPLACEMENT: In the event of damage to wearing apparel by CUSTOMER, reasonable wear accepted, CUSTOMER will pay PRUDENTIAL'S replacement value unless CUSTOMER elects Budget Protection Program. CUSTOMER will pay PRUDENTIAL'S current replacement value for lost merchandise. In the event of damage to other merchandise or equipment by CUSTOMER, CUSTOMER will pay 75% of PRUDENTIAL'S current replacement value. Budget Protection Program is a per piece rate that covers all damage related charges except gross misuse.

RIGHT OF CANCELLATION: Because it would be otherwise difficult or impractical to fix the exact amount of damage to PRUDENTIAL, in the event CUSTOMER cancels or breaches this agreement for any reason, CUSTOMER will pay to PRUDENTIAL sixty-five percent of the average weekly dollar volume for the un-expired term based on the thirteen week period preceding cancellation. CUSTOMER will also pay unpaid invoices for prior services rendered and any lost or damage charges.

TERM OF AGREEMENT: In consideration of the substantial investment by PRUDENTIAL in merchandise and equipment to provide service to CUSTOMER, this agreement shall continue for thirty-six (36)-months from the first delivery date specified above and shall automatically renew for subsequent periods of the same length as the initial term, provided it is not terminated by either party by written notice to the other at least ninety (90) days prior to the expiration of the initial term or any renewal term. In the event of increased costs, PRUDENTIAL may, after each anniversary date of this agreement, increase its rates by the amount of the increase in the Consumer Price Index - all areas for the previous twelve months, or six and nine-tenths percent.

GENERAL: CUSTOMER shall pay all costs of collection and attorney's fees. PRUDENTIAL will not be liable for consequential damages resulting from its inability to perform its obligations under this agreement. CUSTOMER agrees to defend and indemnify PRUDENTIAL from any claims associated with the use of the merchandise, including any claims allegedly arising from defective merchandise. CUSTOMER agrees to pay a nonrefundable preparation fee for each garment placed in service after the original thirty (30) days installation. CUSTOMER also agrees to pay for any lettering that is requested, the environmental fee, a delivery charge, any inventory maintenance charge, sales and use taxes, or other similar standard recurring charges. Should CUSTOMER'S business identified below be sold or transferred in any way, this agreement shall remain in full force and effect and shall bind both the CUSTOMER and the purchaser. This Agreement is not binding on PRUDENTIAL until executed by the General Manager of PRUDENTIAL'S facility that will provide service to Customer.

CUSTOMER warrants that it is not contractually obligated for any of the services represented under this agreement to any other person or concern.

PRUDENTIAL OVERALL SUPPLY

By (Signature):

Printed Name:

Title:

Date:

General Manager Approval (Signature)

Printed Name:

Date:

DOWNEY UNIFIED SCHOOL DISTRICT

Customer's Business Legal Name

By (Signature):

Printed Name:

Its Duty Authorized:

Date:

Address:

City/State/Zip:

Phone:

Christina Aragon

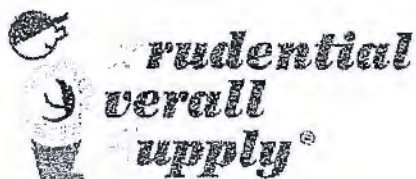
Assoc. Supt. Bus. Svcs.

October 5, 2021

11627 Brookshire Avenue

Downey, CA 90241-7017

(562) 469-6500



Addendum "A"
For
Downey High School

FACILITY SERVICES/TOWELING/FLAT GOODS


ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
Machinest Aprons	1149449B	\$0.66	\$6.00
TWL Can (14Gal)	9743	\$2.00	\$84.34
Purple Shop Towel	9792	\$0.095	\$0.53

- Additional Information:
- Downey High School is on its own Service rental agreement. Completely separate PO from Downey Unified School District.

Prudential Overall Supply

Downey Unified School District

Name:

Francisco Lopez 

Name:

Title:

SSM

Title: Assoc. Supt. Bus. Svcs.

Date:

8-31-2021

Date: October 5, 2021

This proposal is based on acceptance within 30 days of this date.

II. 29. APPROVE Service Agreement No. 202122-249 with Document Tracking Service, LLC to provide DTS License for document tracking services from November 5, 2021 through November 5, 2022. 

Supporting Documents



scan1222

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

SERVICE AGREEMENT
Agreement No. 202122-249

THIS AGREEMENT made and entered into this 23 of August, 2021 by and between Document Tracking Service, LLC, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

DTS license agreement.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$, not to exceed \$8,250 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 11/5/2021 and will terminate on or before 11/5/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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: Aaron Tarazon
Dept.: Document Tracking Service, LLC
Address: 10225 Barnes Canyon Road
A200
Contact: Aaron Tarazon
Phone/email: 858-784-0967

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



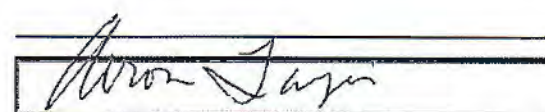
Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: 10/5/2021

SERVICE PROVIDER



Signature

Print Name: Aaron Tarazon

Print Title: Director

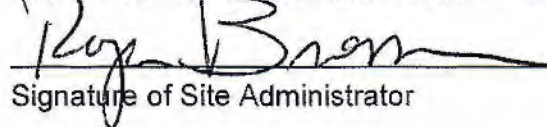
Date: 8/23/2021

District use only below line

Account Number to be Charged 01.0-00000.0-00000-27000-5890-7537770

Roger Brossmer, Assistant Superintendent, Secondary Education

Name and Title of Site Administrator-Please print



Signature of Site Administrator

8/24/21

Date

Signature of Program Director ONLY IF using categorical funds

Date

II. 30. RATIFY Service Agreement No. 202122-250 with Realtime Learning Systems to provide StenEd Theory Complete for Court Reporting program for Downey Adult School from July 1, 2021 through June 30, 2022. 

Supporting Documents

 [scan1223](#)

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

SERVICE AGREEMENT
Agreement No. 202122-250

THIS AGREEMENT made and entered into this 10th of August, 2021 by and between Realtime Learning Systems, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

StenEd Theory Complete

See Attachment A

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 144 per student, not to exceed \$ 18,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 7/1/2021 and will terminate on or before 6/30/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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: Angel Kellogg
(562)469-6521/AKellogg@dusd.net

SERVICE PROVIDER

Name: Realtime Learning Systems
Dept.: Operations
Address: 2245 S. Main ST #214
Contact: Richard Carman
Phone/email: RCarman@learnredtime.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: 10/5/2021

SERVICE PROVIDER

Realtime Learning Systems



Signature

Print Name: Jeff Rickards

Print Title: accountant

Date: 8/10/2021

District use only below line

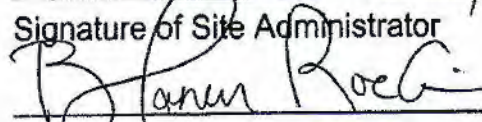
Account Number to be Charged 11.0-06390.0-46300-10000-5840-6285020

Blanca Rochin, Principal

Name and Title of Site Administrator-Please print

Blanca Rochin, Principal

Signature of Site Administrator



Date

8/12/21

Signature of Program Director ONLY IF using categorical funds

Date

Purchase Order

From:

Realtime Learning Systems

224 S. Main Street, Suite 214, Springville, UT 84663

Ship To:

Downey Adult School

12340 Woodruff Ave, Downey, CA 90241

Purchase Order No: RTC3

Item	Description	Unit Price
StenEd Theory Complete	StenEd Theory Machine Shorthand instructional videos, practice material, and readback package. Includes immediate feedback & grading, and usage & progress reports for each student.	\$144 per student per 4-month membership

Note / Comments:

Date: July 1, 2021 – June 30, 2022

Purchaser:

Title:

II. 31. RATIFY Independent Consultant Services Agreement No. 202122-251 with Kora Manzano-Lopez to provide instruction to PC2 for the Parent Ed program for Downey Adult School from July 1, 2021 through June 30, 2022. 

Supporting Documents



scan1224

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

This AGREEMENT is made and entered into this 27th day of July 2021,
between the Downey Unified School District ("DISTRICT") and
Kora Manzano-Lopez, ("CONSULTANT"), to provide services
under the direction of:
Blanca Rochin, Principal
(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)*.
Instructor for Parent Ed class, PC2

2. LOCATION OF PERFORMANCE/SERVICE: Adult School

3. PERIOD OF AGREEMENT

This Agreement is effective 07/01/2021 and will be completed by 06/30/2022 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

4. CREDENTIAL

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

Have you ever paid into or are you a retiree of CalSTRS? ☐ 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 \$60% of fee paid per student not to exceed a total of \$6,000. 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

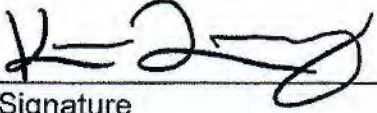
If any of the provisions of this Agreement are held by a court of law to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be legal, valid and enforceable.

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.

Kora Manzano-Lopez
Consultant Name


Signature

Taxpayer ID no. or Soc. Sec. Number

15531 Cornuta Ave
Street Address

Bellflower, CA 90706
City, State, Zip Code

8/2/21
Date

Downey Unified School District

Christina Aragon
Associate Superintendent

10/5/2021
Date

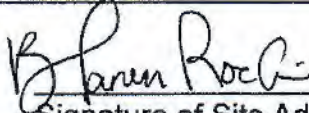
Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6520

District use only below line

Account Number to be Charged: 11.0 06390.0 41300 10000 5804 6280000

Blanca Rochin, Principal
Print Name and Title of Site Administrator

8/16/21
Date


Signature of Site Administrator

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

Signature of Program Director


Date

Financial Services (verify acct. #)

Agreement for Independent Consultant Services

5 | Page

Rev. 07/10/18

II. 32. APPROVE Service Agreement No. 202122-252 with Haynes Family of Programs S.T.A.R. Academy to provide compensatory supplement academic services from August 26, 2021 through June 30, 2022. 

Supporting Documents



scan1225

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

SERVICE AGREEMENT
Agreement No. 202122-252

THIS AGREEMENT made and entered into this 26th of August, 2021 by and between Haynes Family of Programs-STAR Acad., 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.
Compensatory supplemental academic services - 10 hours /
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ \$85/hr for up to 10 hrs, not to exceed \$ 850.00 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 08/26/2021 and will terminate on or before 06/30/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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



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

DISTRICT

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

SERVICE PROVIDER

Name: Haynes Family of Programs
Dept.: STAR Academy (NPA)
Address: P.O. Box 400
La Verne, CA 91750
Contact: Christina M Mikuljan 909-593-2581
Phone/email: cmikuljan@leroyhaynes.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

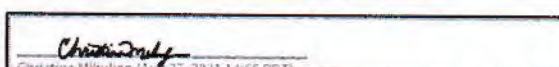
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: 10/5/2021

SERVICE PROVIDER

Haynes Family of Programs



Signature

Print Name: Christina Mikuljan

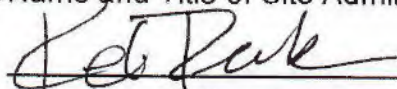
Print Title: NPA Program Manager

Date: 08/27/2021

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. 202122-252

Page 4 of 4

II. 33. APPROVE Agreement No. 202122-253 with Broadway Licensing, LLP to provide an amateur licensing agreement for the production of "Clue: On Stage" by Downey High School from November 9, 2021 through November 19, 2021. 

Supporting Documents

 scan1226

BROADWAY LICENSING



440 Park Ave South, 11th Floor
New York, NY 10016

AMATEUR LICENSE AGREEMENT

Production Terms

Invoice #: 2253852

Date: 08/30/2021

Attn: Christopher Nelson

Expiration Date: 09/29/2021

Organization: Downey High School Theatre
Department

Performance Dates: 11/09/2021 - 11/19/2021

Address: 11040 Brookshire Ave, Downey, CA 90241

THIS LICENSE IS AN AMATEUR PRODUCTION AGREEMENT FOR OF CLUE: ON STAGE

PLEASE CONFIRM ALL INFORMATION. COMPLETE ALL REQUIRED PARTS OF THE ORDER FORM ON THE REVERSE SIDE AND RETURN ONE SIGNED COPY ALONG WITH FULL PAYMENT (for school and government agencies a signed, authorized institutional purchase order is acceptable and must be included) PLEASE PRINT.

Performance Dates: 11/09/2021 - 11/19/2021

Venue Address: 11040 Brookshire Ave, Downey, California 90241

ROYALTY FEES:

Per performance \$135.00

PERFORMANCE MATERIALS FEES: Provided we have received a signed copy of this Production Terms and the full applicable royalty and performance materials fees, the performance materials will be shipped approximately sixty days prior to the opening performance. Please note that if purchased, Stage Tracks will be delivered to you three weeks prior to your first performance.

PRODUCTION MATERIAL:

Materials fee: \$645.00

15 Standard Acting Editions
1 Solo Keyboard Underscore Book
1 Stage Manager's Edition
1 Director's Reference Recording

Logo Files

Official Logo Pack™ Provided by Subplot Studio and included with your license. The email with a link to download your files will come from a Subplot Studio email address so keep an eye out!

BILLING CREDITS:

"Clue: On Stage"

Based on the screenplay by Jonathan Lynn

Written by Sandy Rustin

Additional Material by Hunter Foster and Eric Price

Based on the Paramount Pictures Motion Picture

Based on the Hasbro board game CLUE

Original Music by Michael Holland

The name of Jonathan Lynn shall receive billing in any and all programs distributed in connection with performances of the Play, and in all instances in which the title of the Play appears for the purpose of advertising, publicizing or otherwise exploiting the Play and/or a production thereof, in a type size no less than thirty-five (35%) of the title of the Play. No other persons, except stars above the title, shall have larger billing than Jonathan Lynn.

Jonathan Lynn's name must appear on a separate line in which no other name or matter appears, immediately following the title of the Play, and must appear in size of type not less than thirty-five (35%) of the size of the largest letter of the non-artwork title type or thirty percent (30%) of the size of the largest letter of the artwork title of the Play in substantially the following form:

"Based on the screenplay by Jonathan Lynn"

No one but producers of the specific production of the Play and stars of the Play may receive billing above the title, and no one except stars receiving billing above the title may receive larger or more prominent billing than that afforded to Jonathan Lynn. Jonathan Lynn shall receive a biography in all programs for professional productions of the Play, which shall immediately follow the last cast member credit.

Sandy Rustin's name shall receive billing wherever and whenever Lynn receives billing, including, without limitation in all programs distributed in connection with performances of the Play in the following order and in substantially the following form:

"Written by Sandy Rustin"

The names of Hunter Foster, Sandy Rustin and Eric Price shall receive billing wherever and whenever Lynn receives billing, including, without limitation in all programs distributed in connection with performances of the Play in the following order and in substantially the following form

"Additional Material by Hunter Foster, and Eric Price"

Paramount Licensing Inc. shall receive billing on the title page of any program for the Play below the title in substantially the following form: "Based on the Paramount Pictures Motion Picture", in a nature, size and placement consistent with prevailing U.S. theatrical industry norms.

Hasbro shall receive billing on the title page of any program for the Play and in all paid advertisements for the Play below the title in substantially the following form: "Based on the Hasbro board game CLUE", in a nature, size and placement consistent with prevailing industry norms, provided that such credit shall be tied in all respects to the credit accorded Paramount Licensing Inc. in connection with the Play.

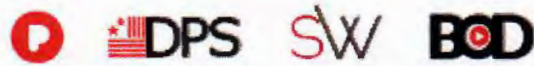
The name of Michael Holland shall receive billing directly under Hasbro.

Owner shall receive billing, on a line by itself, on the bottom of the title page of all programs for all Licensed Productions, and in all advertising and publicity wherever and whenever the full production credits are given, in a reasonable type size, in substantially the following form:

"By special arrangement with The Araca Group, Work Light Productions, and Michael Barra/Lively McCabe Entertainment"

BROADWAY

LICENSING



440 Park Ave South, 11th Floor
New York, NY 10016

AMATEUR LICENSE AGREEMENT

Production Terms Order Form

COMPLETE ALL REQUIRED PARTS OF THE ORDER FORM AND RETURN WITH A SIGNED COPY OF THE AGREEMENT ALONG WITH FULL PAYMENT

Order #: 2253852

Royalties

Performances (required)	6 x \$135.00	\$810.00
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Performance Materials

Production Material Fee (required)	1 x \$645.00	\$645.00
Additional Performance Materials		
Acting Edition	_____ x 0.00	_____
Acting Edition	_____ x 9.99	_____
Solo Keyboard Underscore Book	_____ x 25.00	_____
Stage Manager	_____ x 24.99	_____

Virtual Classroom Scripts (based on the Paramount Pictures motion picture, based on the Hasbro board game Clue)	_____ x \$0.00	_____
ShowShare	_____ x \$299.00	_____
Archival Video License	_____ x \$0.00	_____
Additional Scripts	_____ x \$0.00	_____
Extra Rehearsal Weeks	_____ x \$100.00	_____
Advance Pack (includes one Solo Keyboard Underscore Book, two Standard Acting Editions)	1 x \$60.00	\$60.00
Stage Tracks	_____ x \$300.00	_____
Keyboard Patch Designer	_____ x \$200.00	_____
Sound Effects Package	1 x \$100.00	\$100.00
Customizable Poster & Layered Artwork (provided by Subplot Studio for download)	_____ x \$175.00	_____
Promotion Kit & Social Media Guide	_____ x \$250.00	_____
Tax (for NY residents, on all items except Royalty Amount)		\$0.00
Shipping and Handling charges		\$40.00
Total		\$1,655.00

AMATEUR MUSICAL LICENSE AGREEMENT

Licensing Terms and Conditions

This Agreement is entered into by and between Broadway Licensing ("Licensor") and the following individual(s), organization and/or institution (collectively, the "Licensee"):

Christopher Nelson
Downey High School Theatre Department

Licensor and the Licensee agree to the following provisions with respect to the licensing of Performance rights of the following "Play" entitled:

"Clue: On Stage"

Based on the screenplay by Jonathan Lynn

Written by Sandy Rustin

Additional Material by Hunter Foster and Eric Price

Based on the Paramount Pictures Motion Picture

Based on the Hasbro board game CLUE

Original Music by Michael Holland

1. Grant of Performance Rights

Licensor hereby grants the non-exclusive right to present the live public performance of the Play as contained in the authorized performance materials provided and only for the number and dates of performances and at the venue as set forth in the Production Terms herein.

2. Alterations/Changes

Licensee shall not, nor authorize or permit any party to, in any way alter, change, delete from or add to the book, music (including orchestrations, vocal and dance arrangements) or lyrics of the Play or interpolate into the Play any other music (including orchestrations, vocal and dance arrangements), dialogue or lyrics, without the prior written approval of the of the Licensor. Licensee shall not make any changes in the characters or time period of the Play including, without limitation of the foregoing, any change in the gender or characterizations of any character (s) in the Play. Any approved changes whatsoever made to the original text, dialogue, lyrics or music (including the vocal and dance arrangements and orchestrations) of the Play shall, upon creation, become the property of the Authors (which, for purposes hereof, shall include their successors and assigns), for their sole and exclusive unrestricted use and benefit, free and clear of any obligation whatsoever to the Licensee, the translator, any director, orchestrator or arranger, or any third party claiming through any of the aforesaid persons or entities. All final edits or changes shall be provided to Licensor immediately upon their creation and all stand parts will be provided to the Licensor at the conclusion of the run at no charge to the Licensor. Any violation by Licensee of the provisions of this Paragraph 2 is expressly prohibited by international copyright law and shall result in the automatic termination by Licensor of this Agreement.

3. Rights Reserved

This License Agreement does not include the right to the original direction, choreography, costume design, staging, or scenery design of the Play and any use of said elements are strictly prohibited. Licensor and/or the Authors shall not be obliged at any time to make any payment or offer rights participation to any person(s) who the Licensee may hire to Direct, Choreograph, Stage, and Design or otherwise participate creatively in Licensee's production.

This License Agreement does not grant the Licensee, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape, digital capture, live streaming, film or sound recording, and/or any other digital sequencing or storage/sequencing system. Licensee shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet including but not limited to YouTube or iTunes.

This License Agreement does not grant you the right to perform excerpts, scenes or musical numbers from the Play for promotional, competitions, festivals or for any other reason without the Licensor's prior written consent. Under no condition can the License Agreement and/or Performance Materials be assigned, sublicensed or transferred to any other person, corporation or entity.

4. Advertising & Promotions

Licensee shall have the right to advertise, promote and publicize their production via online, print, radio and television. Radio, television and internet commercials shall be limited to excerpt usage of no more than 30 seconds without prior written consent of Licensor.

Licensee is hereby granted the right to use the authorized logo art as provided by Licensor on all posters, fliers, advertisements, websites and on the title page of the productions program. Any original designs for artwork or logos shall first be submitted in writing to Licensor. If permission is granted to use Licensee's requested original designs, Licensor will provide such authorization in writing.

5. Merchandise

Licensee is not granted the right to create merchandise based on the Play, whether for sale or distribution, without written permission and license from Licensor. Any merchandise designs shall first be submitted in writing to Licensor.

6. Billing

Licensee must give the author billing credits, as specified in the Production Terms Rider, on the first page of credits in all programs, the organizations website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in the production program, Licensee must include the bios for the authors and Licensor as found on our website. Licensee must include the following warning in your program: "The video or audio recording of this performance by any means is strictly prohibited."

Licensee shall include the following notice in all programs, advertisements, and other printed material distributed or published in connection with the production of the Play:

Produced by special arrangement with Broadway Licensing.
(www.broadwaylicensing.com)

7. Performance Terms & Conditions

Licensor must receive an executed License Agreement, accompanied by payment in full (for school and government agencies a signed, authorized institutional purchase order is acceptable) by the expiration date indicated on the first page of the Production Term Rider or prior to Licensee's first performance; whichever occurs sooner, or this License Agreement shall automatically terminate. Licensee may not advertise, announce, sell tickets or present any performances until receipt and acknowledgement by Licensor of the Production Terms and payment.

Your signature acknowledges that you have read, understood and agree to all the terms and fees as set forth in both the Licensing Terms and Conditions and Production Terms Rider of this License Agreement.

II. 34. RATIFY Service Agreement No. 202122-254 with Taco Revolution to provide catering services for the Freshman Fiesta at Downey High School on September 30, 2021. 

Supporting Documents



scan1227

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

SERVICE AGREEMENT
Agreement No. 202122-254

THIS AGREEMENT made and entered into this 7th of September, 2021 by and between Taco Revolution, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Taco Catering for 600 guests during the Freshmen Fiesta
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$5,400, not to exceed \$5,400 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 Sept 30th, 2021 and will terminate on or before Sept 30th, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Taco Revolution
Dept.: Catering
Address: 1107 Sudene Ave
Fullerton CA 92831
Contact: Janeth Gudino
Phone/email: (562) 644-6363

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

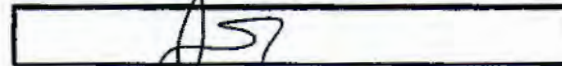
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: 10/5/2021

SERVICE PROVIDER

Janeth Gudino DBA Taco Revolution



Signature

Print Name: Janeth Gudino

Print Title: Owner

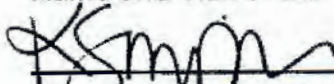
Date: September 09, 2021

District use only below line

Account Number to be Charged 01.0-03000.0-11100-1000-4310-4250230

Kelsey Simpson, Assistant Principal

Name and Title of Site Administrator-Please print



Signature of Site Administrator

9/9/21
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 202122-254

Page 4 of 4

II. 35. RATIFY Service Agreement No. 202122-255 with PMMnP, Inc. to provide a two-hour DJ service at the Freshman Fiesta at Downey High School on September 30, 2021. 

Supporting Documents



scan1228

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

SERVICE AGREEMENT
Agreement No. 202122-255

THIS AGREEMENT made and entered into this 9 of September, 2021 by and between PMMnP, 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.

DJ service for 2 hours at the DHS Freshmen Fiesta
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$695, not to exceed \$695 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 09/30/21 and will terminate on or before 09/30/21 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.
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: PMMNP
Dept.: _____
Address: 1945 W. Commonwealth Ave. Suite C
Fullerton 92833
Contact: Sudee Mann
Phone/email: 800-468-6900

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: Sudee Mann

Print Title: Owner

Date: Sept 9, 2021

District use only below line

Account Number to be Charged 01.0-03000.0-11100-10000-4310-4250230

Kelsey Simpson- Assistant Principal

Name and Title of Site Administrator-Please print

Signature of Site Administrator

9/10/21

Date

Signature of Program Director ONLY IF using categorical funds

Date

INTER-ACT-TAINMENT™ CONTRACTEVENT ID #: **1EDHS09302101-CA1**

<u>CLIENT/ORGANIZATION</u>	<u>EVENT DATE</u>	<u>BOOKING CONTACT</u>	<u>SITE CONTACT</u>		
Downey High School	9/30/21	Silvia Najera			
<u>CLIENT ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>	<u>GUESTS</u>		
11040 Brookshire Avenue Downey, Ca 90241	323-304-2140		800		
<u>PARTY NAME</u>	<u>THEME</u>	<u>SALES REP.</u>	<u>START</u>	<u>END</u>	<u>ARRIVAL</u>
Downey High School	Tallgate	Mann, Sudee	5:00pm	7:00pm	4:00pm
<u>EVENT LOCATION NAME</u>	<u>ADDRESS</u>	<u>COORDINATOR</u>	<u>PHONE NUMBER</u>		
Downey High School	11040 Brookshire Avenue Downey, Ca 90241	TBA	323-304-2140		
<u>ROOM NAME</u>	<u>ENTERTAINER ATTIRE</u>	<u>ENTERTAINER NAME</u>	<u>MISCELLANEOUS</u>		
Quad	Uniform	TBA	DJ must play edited music		

SPECIAL REQUESTS, COMMENTS SECTION, DIRECTIONS and SETUP NOTES

ENTERTAINMENT, PRODUCTION, PRODUCTS & EVENT MANAGEMENT FEES

DESCRIPTION OF ITEM	ADDITIONAL LISTING & EXPLANATION	COST	QUANTITY	TOTAL
1 Person Entertainment	1 Person DJ	\$695.00	1	\$695.00

BILLING & PAYMENT INSTRUCTIONS

SUBTOTAL: \$695.00	1 ST DEPOSIT MADE: \$0.00	BILLING TYPE: CHK M/O CASH CREDIT
FUEL SURCHARGE: \$0.00	BALANCE DUE: \$695.00	DEPOSIT CHK # / BANK:
DISTANCE BASED FEE: \$0.00	NEXT DEPOSIT: \$695.00	NEXT DEPOSIT CHK # / BANK:
TOTAL: \$695.00	DUE DATE: Due on receipt	NEXT DEPOSIT CHK # / BANK:

TERMS AND CONDITIONS

This agreement is with the client stated above, referred to as the "buyer," and PMM, Inc., referred to as the "contractor." This agreement is for services only and no product is involved unless listed above. All liability rests with the "buyer." The "contractor," is not liable for any accidents or damage caused by the "buyer" or guests at the event. PMM, Inc., will supply all performer(s), music, and any other equipment or labor specified in the body of this agreement. All equipment intentionally damaged at the event by guests will be replaced by the "buyer," within 10 working days. The contractor will assume no responsibility for the gathering of amplified sound permits, or held responsible for a refund if local law enforcement intervenes at the venue. There will be a \$250.00 per hour overtime charge on the day of your event should the services exceed the hours listed above. If the "buyer," chooses to cancel an event, there must be a 72 hour notice, and the contractor will retain the first deposit or invoice a \$100.00 cancellation fee, whichever is greater. However, if cancellation occurs less than 72 hours of an event, there will be no refund. Events requiring rescheduling due to nature or any other cause beyond the "buyers" control will be granted a two week grace period to reschedule the event before the cancellation policy is enforced. If the contractor fails to show up at an event due to uncontrollable circumstances, the "buyer," will receive a total refund. There will be a \$50.00 administrative fee for a check returned by the bank for insufficient funds.

I agree to all terms and charges specified in the above agreement.

X _____ X _____
Buyer Agent of PMMNP

Date

Thank you for your business! Please tell a friend.

IMPORTANT: Please authorize this paperwork and forward to our offices to reserve your date. The deposit is due within 10 working days to secure our entertainment and production services. Thank You!

PHONE: (800) 468-6900 FAX: (714) 680-3983 E-MAIL: EVENTSALES@PMMNP.COM
 EST. 1996. PREFERRED MOBILE MUSIC & PROM-O-TION EVENT PRODUCTION, INC. 1945 W. COMMONWEALTH AVE. STE. C, FULLERTON, CA. 92833

II. 36. APPROVE Service Agreement No. 202122-258 with Gallardo Speech Pathology to provide Speech and Language English Only assessments from September 7, 2021 through November 30, 2021.

Supporting Documents



scan1229

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of September 7, 2021, between the **Downey Unified School District** ("District") and Gallardo Speech Pathology ("Contractor"). The District and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District a completed speech and language English only assessment. To include any recommendations for goals, services, and CA Ed Code eligibility, as well as attending IEP meeting.

services, as described above, if extra space is needed, attach as Exhibit A "Scope of Work" (SOW). The SOW falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

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

2. **Term.** Contractor shall commence providing Services under this Agreement on September 7, 2021, and shall continue through November 30, 2021 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
3. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
4. **Compensation.** District compensation to the Contractor shall not exceed two thousand three hundred Dollars (\$2,300.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. **CalSTRS/CalPERS:** If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
5. **Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
6. **Independent Contractor.** The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
7. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

8. Certifications, Permits, and Licenses. Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.

9. Standard of Care. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for Services to California school districts.

10. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

11. Work Product. Contractor understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

12. Confidentiality. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agents, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

14. Termination.

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

14.1.1. material violation of this Agreement by the Contractor; or

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

- 14.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate, and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another contractor. If the expense, fees, and costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District.

- 14.2 Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

- 14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

15. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

16. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

16.1. General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

16.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising out of performing any portion of the Services by Contractor.

16.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor Parties who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

16.4. ☐ [REQUIRED IF BOX CHECKED] **Professional Liability Insurance.** One Million Dollars (\$1,000,000) for professional liability insurance as appropriate to Contractor's profession, coverage to continue through the Term plus two (2) years thereafter.

16.5. ☐ [REQUIRED IF BOX CHECKED] **Abuse and Molestation Insurance.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate that shall protect the Contractor and the District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Contractor.

16.5.1 ☒ Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with District students (as determined by District) and will be supervised at all times during the Term of this Agreement then Abuse/Molestation Insurance will not required at this time.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

16.6. Other Insurance Provisions:

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

16.6.1.1. The District, its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as Additional Insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

16.6.1.2. The Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

16.6.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

16.6.2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

16.6.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

16.6.4. Contractor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

16.7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

17.Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

18.Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a

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

19.Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification **must** be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:

- 19.1.** All site visits shall be arranged through the District;
- 19.2.** Contractor and Contractor Parties shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 19.3.** Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;
- 19.4.** Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District;
- 19.5.** Contractor and Contractor Parties shall not use student restroom facilities; and
- 19.6.** If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

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

If to District

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

If to Contractor

Name: Gallardo Speech Pathology, Inc
ATTN: Elizabeth Gallardo
ADDRESS: 201 E. Capella Avenue
La Habra, CA 90631
FAX: _____
EMAIL: egallardospbca@gmail.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

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

22.No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

- 23.Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 24.Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.
- 25.Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, Los Angeles County, having competent jurisdiction of the dispute. Disputes may be determined by mediation, if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claim presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 26.Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
- 27.Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28.Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29.Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30.Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

DISTRICT:

Date: 10/5/2021

Downey Unified School District

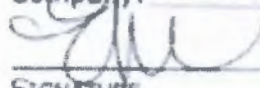
SIGNATURE

Christina Aragon
Associate Superintendent, Business
Services

CONTRACTOR:

Date: 9/8/2021

Company: Gallardo Speech Pathology, Inc



SIGNATURE

Elizabeth Gallardo

PRINT NAME

President

PRINT TITLE

Information regarding Contractor:

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

Contact Name: Elizabeth Gallardo

Title: SLP

Address: 201 E. Capella Ave

Email: egallardoslpcba@gmail.com

La Habra, CA 90631

Phone: (562) 565-5107

District use only below line

Account number to be charged: 01.0-65000.0-57600-11100-5816-7430000

Rebekah Ruswick, Director of Special Education

Name and Title of site Administrator - Please print

Rebekah Ruswick

Signature

Date

Signature of Program Director ONLY if using categorical funds

Date

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

A. ☐ Contractor and the Contractor Parties, if any, will **always only have supervised or no contact with District students (as determined by District)** during the Term of this Agreement.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

B. ☐ The following Contractor Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

☐ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

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

District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

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

Date: 9/8/2021

Name of Contractor: Elizabeth Gallardo, Gallardo Speech Pathology, Inc

Signature: 

Representative's Name and Title: Elizabeth Gallardo, President

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

END OF DOCUMENT

II. 43. RATIFY California Student Privacy Agreement No. 202122-265 with Clever, Inc. to provide rostering and provisioning of student accounts for partner applications effective September 10, 2021.

Supporting Documents



scan1230

**CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)**

School District/Local Education Agency:

Twin Rivers Unified School District

AND

Provider:

Clever, Inc.

Date:

5/28/19

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Twin Rivers Unified School District

(hereinafter referred to as "LEA") and Clever, Inc.

(hereinafter referred to as "Provider") on 5/28/19

. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:
3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting LEA subject to this section.
 - ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA's discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Russ Selken
Title: Executive Director of Inform

Contact Information:
russ.selken@twinriversusd.org
(916) 566-3400

The designated representative for the Provider for this Agreement is:

Name: Carolyn Ajnassian
Title: Director of Customer Succ

Contact Information:
carolyn.ajnassian@clever.com

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: _____
Title: _____

Contact Information:

- 6. Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Clever, Inc.

BY: Carolyn Ajrassian Date: 5/28/19

Printed Name: Carolyn Ajrassian Title/Position: Director of Customer Success

Local Education Agency: Twin Rivers Unified School District

BY: Russ Selken Date: 5/31/2019

Printed Name: Russ Selken Title/Position: Executive Director of Infor

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Provider provides an application management system offered at no cost to School Districts and the LEA subject to the terms and conditions set forth in Provider's Terms of Use (including the Additional Terms of Use for Schools and Privacy Policy) available at: <https://clever.com/about/terms> (the "Service Agreement"), which Service Agreement is hereby incorporated into this DPA. Provider's technology system is integrated into the district-student information system and identity system to create easy and secure data transportation for rostering and provisioning of student accounts for partner applications. Provider offers single-sign-on into any application, a customizable student and teacher portal, and an administrator dashboard that allows for easy trouble-shooting and application management. In the event of an express conflict between the Service Agreement and this DPA, this DPA will supersede. The parties agree that the limitation of liability provision set forth in the Service Agreement will apply to and govern this DPA (including Provider's indemnity obligations set forth in this DPA).

Notwithstanding anything to the contrary set forth in this DPA, the parties hereby acknowledge and agree that Developers (as defined in the Service Agreement) shall not be deemed to be "Subprocessors" for purposes of this DPA and that only those third parties who have access to Student Data and Education Records in order to provide some component of the Services (as defined in the Service Agreement) shall be deemed to be Subprocessors under this DPA.

Notwithstanding anything to the contrary set forth in this DPA, the parties hereby acknowledge and agree that Provider owns all metadata and metadata shall under no circumstances be deemed to be "Student Data" or "Personally Identifiable Information" for purposes of this DPA.

Notwithstanding anything to the contrary in this DPA, Provider may disclose Student Data and Education Records in accordance with the Service Agreement.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	See Other section below
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, preferred or primary language spoken by student)	X
Enrollment	Other demographic information-Please specify:	Hispanic_Latio n
	Student school enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	X
	Email	X
	Phone	X

Parent/ Guardian ID	Parent ID number (created to link parents to students)	X
Parent/ Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	X
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	FRL Status
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID	X

	number	
	State ID number	X
	Provider/App assigned student ID number	
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student	

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/perfor- mance scores	
	Other transcript data -Please specify:	Unweighted GPA, weighted GPA
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	Principal name, principal email, staff ID

No Student Data Collected at this time _____.
 *Provider shall immediately notify LEA if this
 designation is no longer applicable.

OTHER: Use this box, if more space needed.

Other continued: admin email, admin first name, admin last name, admin title, admin user name, admin password, admin role, school city, school address, school state, school zip, school phone, teacher id, state teacher ID, teacher number, teacher first name, teacher last name, teacher username, teacher password, course name, course description, period, subject, term name, term start, term end

For the application technology meta data section - please see the information collected through technology section of Clever's Commitment to Your Privacy at https://clever.com/about/privacy-policy#how_we_collect_and_use_information

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Twin Rivers Unified School District directs Clever, Inc. to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<u>Extent of Disposition</u> Disposition shall be:	<input type="checkbox"/> Partial. The categories of data to be disposed of are as follows: <input type="checkbox"/> Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> Disposition shall be by:	<input type="checkbox"/> Destruction or deletion of data. <input checked="" type="checkbox"/> Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	<input checked="" type="checkbox"/> As soon as commercially practicable <input type="checkbox"/> By (Insert Date) _____

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Twin Rivers Unified School and which is dated 5/28/19 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Clever, Inc.

BY: 

Date: 5/28/19

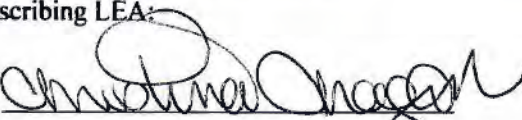
Printed Name: Carolyn Ajnassian

Title/Position: Director of Customer Success

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: 

Date: 09/10/2021

Printed Name: Christina Aragon

Title/Position: Associate Superintendent,
Business Services

**TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS
SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**


Name: Carolyn Ajnassian

Title: Director of Customer Success

Email Address: Carolyn.Ajnassian@Clever.com

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

II. 44. APPROVE Agreement No. 202122-266 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Compton Unified School District that requests to utilize the services of the Deaf and Hard of Hearing program. 

Supporting Documents



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

**AGREEMENT
FOR**

**DEAF AND HARD OF HEARING SERVICES
SPECIAL EDUCATION**

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

The Compton Unified School District, hereinafter referred to as "District" is located at 501 S. Santa Fe Ave, Compton, CA 90221.

RECITALS

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

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

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

TERMS OF AGREEMENT

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

1. TERM

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

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT provides written notice at least 30 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.

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

2. COMPLIANCE WITH SPECIAL EDUCATION LAWS

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

3. PAYMENT FOR SERVICES

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

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

4. INDEMNIFICATION

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

5. INSURANCE

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

6. NOTICES

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

DOWNEY UNIFIED SCHOOL DISTRICT:

Contracts Section

DOWNEY UNIFIED SCHOOL DISTRICT

Downey Unified Administrative Unit, 11627 Brookshire Ave.,

Downey, CA 90241

Downey-Montebello SELPA, 9625 Van Ruiten St., Bellflower, CA 90706

District:

Compton Unified School District

501 S. Santa Fe Ave

Compton, CA 90221

7. EMPLOYEE FINGERPRINTING

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

8. INDEPENDENT CONTRACTOR

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

District warrants its compliance with the criteria established by the U.S. Internal Revenue Service and the California Employment Development Department for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion 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.

9. INTEGRATION

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

10. ORDER OF PRECEDENCE

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

11. SEVERABILITY / WAIVER

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

12. AMENDMENTS

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

13. TERMINATION

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

14. FAILURE TO COMPLY

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

15. ATTORNEY'S FEES

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

16. COMPLIANCE WITH LAW

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

17. FORCE MAJEURE

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

18. GOVERNING LAW/FORUM SELECTION

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

19. INCORPORATION BY REFERENCE

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

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

21. RECORD RETENTION AND INSPECTION

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

22. NO THIRD PARTY BENEFICIARIES

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

23. DOWNEY UNIFIED SCHOOL DISTRICT BUDGET/GRANT FUNDS CONTINGENCY

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

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

24. NON-DISCRIMINATION AND NON-SEGREGATION

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

25. EXECUTION REQUIREMENTS

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

Dated: 08/11/2021

By: S. Soto

COMPTON UNIFIED SCHOOL DISTRICT

Shannon Soto, Ed.D.

Chief Administrative Officer

Business and Administrative Services

Dated: _____

By: _____

DOWNEY UNIFIED SCHOOL DISTRICT

Christina Aragon

Associate Superintendent

Business Services

Fed. Tax I.D.

EXHIBIT A

SCOPE OF WORK

Scope of Work (Deaf and Hard of Hearing Services)

1. Responsibilities of the DOWNEY UNIFIED SCHOOL DISTRICT

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


5. Provide interventions and systematic, purposeful instruction at student's instructional level and focusing on transition goals, linking District initiatives and Grade Level Expectations to IEPs.
6. Implement interventions based on student assessments and evaluations.
7. Attend and participate in students' annual and triennial IEP team meetings.
8. Conduct and complete annual and triennial IEPs for students enrolled or attending the classroom.
9. Conduct triennial assessments to establish ongoing special education eligibility in the areas of psychological evaluations, speech and language evaluations, and academic testing.

(d) In providing these services, DOWNEY UNIFIED SCHOOL DISTRICT may utilize existing staff, new staff, and/or contracted agencies and staff.


2. Responsibilities of the District

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

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

II. 45. APPROVE Memorandum of Agreement No. 202122-267 with Baylor University to provide Baylor University Occupational Therapy Program students clinical experiences through Downey Unified Special Education Department from July 1, 2021 through June 30, 2022. 

Supporting Documents

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**MEMORANDUM OF AGREEMENT
BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT
AND
BAYLOR UNIVERSITY**

WHEREAS, **Baylor University**, through its Doctor of Occupational Therapy Program ("OTD Program" or "University") requires the use of Fieldwork or Capstone experiences ("FCE") and Doctoral Capstone Experience ("DCE") for students in its OTD Program, and

WHEREAS, **Downey Unified School District** offers facilities which meet criteria established by the Accreditation Council of Occupational Therapy Education ("ACOTE") for agencies affiliating with occupational therapy education programs, and

WHEREAS, the clinical faculty at Baylor University's OTD Program recognize that occupational therapy practice requires guidance and supervision essential for student development of effective clinical skills, clinical judgment, and a sense of professional responsibility, and

WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial,

BE IT AGREED that **Downey Unified School District**, hereafter called "Agency," and **Baylor University**, hereafter called "University," desire to enter into an agreement whereby students in the University OTD Program shall receive clinical experiences in practicum courses at the Agency. This agreement shall be governed by the following conditions:

I. THE UNIVERSITY SHALL:

- A. Retain control of, and responsibility for, all phases of the occupational therapy education program to include the management of all FCEs and DCEs and compliance with all education standards as set forth by the ACOTE and other appropriate accreditation bodies.
- B. Designate an OTD Program faculty member as the Academic Fieldwork Coordinator ("AFWC") to manage the Fieldwork Education Program and coordinate directly with the Agency for the scheduling and conduct of FCEs at Agency.
- C. Designate an OTD Program faculty member as the Doctoral Capstone Coordinator ("DCC") to manage the DCEs and coordinate directly with the Agency for the scheduling and conduct of DCEs at Agency.
- D. Inform Agency of Policies & Procedures applied to FCEs and DCEs.

- E. Schedule students for FCEs and DCEs as mutually agreed upon between OTD Program and Agency.
- F. Provide required forms and instructions to the Agency for completion regarding OTD Program Fieldwork.
- G. Provide the Agency with the following written information two weeks prior to the start of each FCE and DCE:
 - 1. Names of students and responsible faculty.
 - 2. Dates of the FCE and DCE and specific instructional dates and times when students are engaged in didactic education facilitated by University faculty.
 - 3. Objectives of the FCE and DCE, expected learning outcome for students, and prepared materials to be used for evaluation of student performance.
 - 4. Documentation of professional liability insurance for students and faculty.
 - 5. Other appropriate information as requested and agreed upon.
- H. Abide by the written administrative and medical policies or procedures of the Agency while using its facilities.
- I. Be responsible for educational activities of students carried out to meet the objectives of the FCE and DCE.
- J. Instruct students in the legal requirements and practices concerning the:
 - 1. Confidentiality of patient information prior to assignment to the Agency, which will include privacy and security standards established by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§1320d et seq., and regulations adopted under that act, as modified by the Health Information Technology for Economic and Clinical Health Act (HITECH) (P.L. 111-5), and regulations adopted under that act at 45 CFR Parts 160, 162, and 164. University will also instruct students in their responsibility to obtain education in Agency specific privacy and security requirements.
 - 2. Confidentiality of knowledge and information obtained about the Agency while participating in FCEs and DCEs, including knowledge and information regarding the business and operation of the Agency; policies, procedures, and guidelines of the Agency; and information about employees, agents, representatives, and contractors of the Agency.
- K. Require students, as a condition for participating in this FCE or DCE and who may be at risk for occupational exposure to blood or other potentially infectious materials, to obtain:
 - 1. Training in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood borne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991.

2. Training in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens.
3. Training in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment.
4. Information on the hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.

II. THE AGENCY SHALL:

- A. Retain full responsibility for patient or client care and for control of established standards of care.
- B. At least six months prior to each academic term, provide the University with the maximum number of students that can be assigned to the Agency for each FCE and DCE.
- C. Accept students from the OTD Program and provide experiences consistent with the educational objectives of FCEs and DCEs in the OTD Program. These experiences will be for a specified number of hours consistent with the academic credit required for each FCE and DCE and the documented experience necessary for completion of the Doctor of Occupational Therapy degree and licensure.
- D. Designate an Agency employee(s) as a Fieldwork Educator ("FWE") who will meet the minimum qualifications as set forth by the ACOTE and OTD Program and have teaching responsibilities in FCEs provided at the Agency for fieldwork experiences.
- E. Designate an Agency employee(s) as a Doctoral Capstone Mentor ("DCM") who will meet the minimum qualifications as set forth by the ACOTE and OTD Program and have teaching responsibilities in DCEs provided at the Agency for doctoral capstone experiences.
- F. Provide and maintain practice facilities, equipment, services and personnel appropriate for the conduct of quality FCEs and DCEs as identified by the OTD Program.
- G. Upon reasonable advance request, provide representatives of the University and OTD Program, including but not limited to the Department Chair, AFWC, DCC and clinical faculty, with access to Agency facilities, FWE, and DCM to assess the effectiveness of the FCE and DCE provided at the Agency.

- H. Upon reasonable advance request, provide representatives of the ACOTE with access to Agency facilities and Agency instructors during times of accreditation visits.
- I. Provide students with access to patient or client records, whether written or electronic, when necessary to meet educational objectives of FCEs.
- J. Reserve the right and authority to request the withdrawal of any student who does not adhere to appropriate dress code, behavior standards, administrative and medical policies, does not maintain professional liability insurance; or cannot provide safe care due to illness.
- K. Manage any work-related injury sustained by a student in accordance with the Agency's policies and procedures. These policies and procedures shall be made known to students at the beginning of FCEs and DCEs. The Agency shall advise the Department Chair and AFWC in writing of any injury sustained by students.
- L. Comply with all applicable federal and state health and safety laws and regulations.
- M. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent of the student or the parent of the student, as applicable, and to limit Agency's use of such information only for the purpose for which it obtained such information.
- N. Require and provide an orientation to the students before direct patient or client contact is allowed. Orientation by the Agency shall include information regarding:
 - 1. The Agency's Exposure Control Plan for blood borne pathogens and the means by which students can obtain a copy of the written plan.
 - 2. Agency rules, regulations, policies, and procedures, including the Agency's privacy and security expectations and requirements.
 - 3. Educational objectives for FCEs and DCEs.
 - 4. Work schedule and on-call schedule, as applicable.
 - 5. Introduction of students to key clinical and auxiliary personnel at the Agency.
- O. Provide instruction in accordance with FCE and DCE educational objectives and the availability of clients and other resources at the Agency, in accordance with the following:
 - 1. Maintain individual records of performance of students. Complete and return all forms regarding students and the FCEs and DCEs required by the OTD Program.
 - 2. Advise the AFWC at the earliest possible time of any serious deficiency noted in the ability of the assigned student(s) to progress toward achievement of the stated FCE and DCE objectives.

- a. If such a deficiency is noted during a fieldwork experience, it will then be the mutual responsibilities of the student, the FWE, and the AFWC to devise a remediation plan by which the student may be assisted to achieve the stated FCE and DCE objectives.
- b. If such a deficiency is noted during a doctoral capstone experience, it will then be the mutual responsibilities of the student, the DCM, and the DCC to devise a remediation plan by which the student may be assisted to achieve the stated FCE and DCE objectives.

III. INSURANCE

- A. If requested by the Agency, University shall maintain for itself and shall provide to Students or require that Students obtain and maintain appropriate general and professional liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs.
- B. Agency shall maintain appropriate general liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs.

IV. INDEMNIFICATION

- A. University agrees to indemnify and hold harmless the Agency from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of Students. Agency agrees to indemnify and hold harmless University against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of its employees.

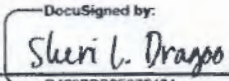
V. DURATION OF AGREEMENT, TERM, MODIFICATION:

- A. This Agreement shall remain in effect until terminated. Either party may terminate this Agreement, with or without cause, by written notice to the other party at least sixty (60) days prior to the commencement of the next academic term. Students enrolled in the FCE or DCE at the time notice is given shall have the opportunity to complete the course of study in progress.
- B. The parties to this agreement may amend this Agreement as deemed necessary provided, however, that no amendment to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.

- C. All the terms, conditions and provisions agreed upon by the parties to this Agreement are incorporated in this document. This Agreement comprises the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter hereof.

This Agreement is effective as of the last date signed below.

BAYLOR UNIVERSITY

By: 
 Dr. Sheri Drago, Ph.D.
 Dean, Robbins College of Health and Human Sciences
 Date: 8/30/2021

AGENCY: Downey Unified School District

By: _____
 Name: Christina Aragon
 Title: Associate Superintendent of Business Services
 Date: 10/5/2021

II. 46. RATIFY Service Agreement No. 202122-268 with Gallardo Speech Pathology to provide Speech and Language Only assessment from September 7, 2021 through November 30, 2021. 

Supporting Documents



scan1233

**INDEPENDENT CONTRACTOR AGREEMENT FOR
NON-CONSTRUCTION SERVICES**

This Independent Contractor Agreement ("Agreement") is made as of September 7, 2021, between the **Downey Unified School District** ("District") and **Gallardo Speech Pathology** ("Contractor"). The District and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District a completed speech and language,
English only assessment. To include any recommendations for goals, services, and CA Ed Code
eligibility, as well as attending IEP meeting.

services, as described above, if extra space is needed, attach as Exhibit A "Scope of Work" (SOW). The SOW falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

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

2. **Term.** Contractor shall commence providing Services under this Agreement on September 7, 2021, and shall continue through November 30, 2021 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
3. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
4. **Compensation.** District compensation to the Contractor shall not exceed \$ 2,300.00, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. **CalSTRS/CalPERS:** If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
5. **Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
6. **Independent Contractor.** The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
7. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

8. Certifications, Permits, and Licenses. Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.

9. Standard of Care. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for Services to California school districts.

10. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

11. Work Product. Contractor understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

12. Confidentiality. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agents, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

14. Termination.

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

14.1.1. material violation of this Agreement by the Contractor; or

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

- 14.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate, and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another contractor. If the expense, fees, and costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District.

- 14.2 Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

- 14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

- 15. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

16. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

16.1. General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

16.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising out of performing any portion of the Services by Contractor.

16.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor Parties who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

16.4. ☐ [REQUIRED IF BOX CHECKED] Professional Liability Insurance. One Million Dollars (\$1,000,000) for professional liability insurance as appropriate to Contractor's profession, coverage to continue through the Term plus two (2) years thereafter.

16.5. ☐ [REQUIRED IF BOX CHECKED] Abuse and Molestation Insurance. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate that shall protect the Contractor and the District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Contractor.

16.5.1 ☐ Contractor and the Contractor Parties, if any, shall only have limited or no contact with District students (as determined by District) and will be supervised at all times during the Term of this Agreement then Abuse/Molestation Insurance will not required at this time.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

16.6. Other Insurance Provisions:

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

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

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

19.Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:

- 19.1.** All site visits shall be arranged through the District;
- 19.2.** Contractor and Contractor Parties shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 19.3.** Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;
- 19.4.** Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District;
- 19.5.** Contractor and Contractor Parties shall not use student restroom facilities; and
- 19.6.** If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

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

If to District

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

If to Contractor

Name: Gallardo Speech Pathology
 ATTN: Elizabeth Gallardo
 ADDRESS: 201 E. Capella Avenue
La Habra, CA 90631
 FAX: _____
 EMAIL: egallardoslpcbca@gmail.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

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

22.No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

- 23. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 24. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.
- 25. Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, Los Angeles County, having competent jurisdiction of the dispute. Disputes may be determined by mediation, if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claim presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 26. Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
- 27. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

Agreement No. 202122-268

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

DISTRICT:

Date: 10/5/2021

Downey Unified School District

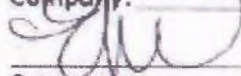
SIGNATURE

Christina Aragon
Associate Superintendent, Business
Services

CONTRACTOR:

Date: 9/8/2021

Company: Gallardo Speech Pathology, Inc



SIGNATURE

Elizabeth Gallardo

PRINT NAME

President

PRINT TITLE

Information regarding Contractor:

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

Contact Name: Elizabeth Gallardo

Title: SLP

Address: 201 E. Capella Ave.

Email: egallardoslpcbca@gmail.com

La Habra, CA 90631

Phone: (562) 565-5107

District use only below line

Account number to be charged: 01.0-65000.0-57600-11100-5816-7430000

Rebekah Ruswick, Director of Special Education

Name and Title of site Administrator - Please print

Rebekah Ruswick

Signature

Date

Signature of Program Director ONLY if using categorical funds

Date

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

- A. ☐ Contractor and the Contractor Parties, if any, will **always only have supervised or no contact with District students (as determined by District)** during the Term of this Agreement.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- B. ☐ The following Contractor Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

☐ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

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

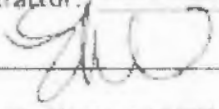
District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

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

Date: 9/8/2021


Name of Contractor: Elizabeth Gallardo, Gallardo Speech Pathology, Inc

Signature: 

Representative's Name and Title: Elizabeth Gallardo, President

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

END OF DOCUMENT

II. 47. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-269 with Avidex Industries, LLC to provide repair and configuration services for audio enhancement and Extron Systems from July 1, 2021 through June 30, 2022. 

Supporting Documents



scan1234

Agreement No. 202122-269

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of September 20, 2021, between the **Downey Unified School District** ("District") and **Avidex Industries, LLC** ("Contractor"). The District and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall furnish to the District repairs, finalize configurations/adjustments, and finish installation of audio enhancement and Extron systems at the request of the DUSD Technology Department during the 2021/2022 fiscal year.

services, as described above, if extra space is needed, attach as Exhibit A "Scope of Work" (SOW). The SOW falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

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

Agreement No. 202122-269

2. **Term.** Contractor shall commence providing Services under this Agreement on July 1, 2020, and shall continue through June 30, 2022 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
3. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
4. **Compensation.** District compensation to the Contractor shall not exceed \$ 54,000.00, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
- 4.1. **CalSTRS/CalPERS:** If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
5. **Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
6. **Independent Contractor.** The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
7. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

8. Certifications, Permits, and Licenses. Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.

9. Standard of Care. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for Services to California school districts.

10. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

11. Work Product. Contractor understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

12. Confidentiality. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agents, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

14. Termination.

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

14.1.1. material violation of this Agreement by the Contractor; or

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

- 14.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate, and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another contractor. If the expense, fees, and costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District.

- 14.2 Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

- 14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

- 15. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

16. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

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

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

16.6. Other Insurance Provisions:

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

Agreement No. **202122-269**

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

Agreement No. **202122-269**

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

19. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification **must** be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:

- 19.1.** All site visits shall be arranged through the District;
- 19.2.** Contractor and Contractor Parties shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 19.3.** Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;
- 19.4.** Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District;
- 19.5.** Contractor and Contractor Parties shall not use student restroom facilities; and
- 19.6.** If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

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

If to District

Downey Unified School District
 ATTN: Darren Purselove,
 Director of Purchasing & Warehouse
 11627 Brookshire Avenue
 Downey, CA 90241
 FAX: (562) 469-6515
 EMAIL: dpurselove@dusd.net

If to Contractor

Name: Avidex Industries, LLC
 ATTN: Jennifer Andersen
 ADDRESS: 20382 Hermana Circle
Lake Forest, CA 92630
 FAX: _____
 EMAIL: janderson@avidex.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

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

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

Agreement No. 202122-269

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

24.Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.

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

26.Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

27.Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

28.Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

29.Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

30.Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

Agreement No. **202122-269**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

DISTRICT:Date: 10/05/21**Downey Unified School District**

SIGNATURE

Christina Aragon
Associate Superintendent, Business
Services

CONTRACTOR:Date: 9/20/2021Company: Avidex Industries, LLCBrandon Morrell

SIGNATURE

Brandon Morrell

PRINT NAME

General Manager

PRINT TITLE

Information regarding Contractor:Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Yes ☐ No ☒

Contact Name: _____ Title: _____

Address: _____ Email: _____

Phone: _____

District use only below line

Account number to be charged: _____

Chris Nezzar, Chief Technology Officer

Name and Title of site Administrator – Please print

Signature

Date

Signature of Program Director ONLY if using categorical funds

Date

Agreement No. 202122-269**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

- A. ☐ Contractor and the Contractor Parties, if any, will **always only have supervised or no contact with District students (as determined by District)** during the Term of this Agreement.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- B. ☐ The following Contractor Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☒ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

☐ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

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

Agreement No. 202122-269

District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

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

Date: 9/20/2021

Name of Contractor: DocuSigned by: Avidex Industries, LLC

Signature: Brandon Morrell
BB217FAA2B834B8

Representative's Name and Title: Brandon Morrell, General Manager

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

END OF DOCUMENT

First Name	Last Name	Position	Company	ATI #
Andres	(Hernandez) Hernandezresendi	Apprentice Electrician	AVIDEX	M073HEA001
James	Anderson	Technician	AVIDEX	M153ANJ003
Brandon	Ard	Technician	AVIDEX	M096ARB001
Dana	Ard	Technician	AVIDEX	M197ARD006
John	Baboyan	Technician	AVIDEX	M163BAJ013
Sebastian	Baez	Technician	AVIDEX	M187BAS001
Chad	Barker	Technician	AVIDEX	M154BAC007
Greg	Basilio	Technician	AVIDEX	M146BAG006
Jack	Basulto	Technician	AVIDEX	M163BAJ006
Adam	Benda	Project Manager	AVIDEX	I191BER305
Alexander	Benda	Technician	AVIDEX	M162BEA001
Jason	Berrios	Technician	AVIDEX	M131BEJ004
Martin	Bilt	Warehouse manager	AVIDEX	M127BIM011
Carl	Blum	Sr. Applications Engineer	AVIDEX	C236BLC370
Aaron	Boatwright	Technician	AVIDEX	M214BOA002
Brian	Bodnar	Technician	AVIDEX	M150BOB001
Matthew	Bodnar	Technician	AVIDEX	M188BOM004
Daryn	Bradley	Technician	AVIDEX	F268BRD384
Lyle	Bush	Technician	AVIDEX	M262BUL007
Martin	Camarillo	Technician	AVIDEX	G247CAM801
Brenton	Campbell	Technician	AVIDEX	M024CAB009
Jaime	Casas	Lead Technician	AVIDEX	C048CAJ715
JR Leonides	Castellanos	Technician	AVIDEX	F012CAL989
Leticia	Ceballos	Project Manager	AVIDEX	M033CEL001
Christian	Chavez	Warehouse Driver	AVIDEX	F081CHC916
Charles	Clark	Technician	AVIDEX	M130CLC001
William "Bill"	Downing	Lead Technician	AVIDEX	M154DOW003
Brandon	Exter	Technician	AVIDEX	M179EXB001
Scott	Forman	Technician	AVIDEX	M172FOS001
Samuel	Francis	Lead Technician	AVIDEX	C048FRS710
Jose	Garcia	Technician	AVIDEX	M149AGM002
Jose Angel	Garcia	Technician	AVIDEX	M176GAJ009
David	Gillespie	Electrical Manager	AVIDEX	M081GID020
Steven	Glover	Technician	AVIDEX	M134GLS003
Hugo	Guzman	Technician	AVIDEX	M073GUH007
Jeffrey	Hailey	Technician	AVIDEX	M164HAJ027
Dustin	Heaton	Technician	AVIDEX	G127HED631
Chad	Heidenreich	Technician	AVIDEX	M150HEC005
William	Henry	Technician	AVIDEX	B022HEW775
Randal	Herndon	Technician	AVIDEX	M163HER007
Michael	Hurt	Project Manager	AVIDEX	C048HUK705
Jeffrey	Jaimes	Technician	AVIDEX	M164JAJ019
Ernesto	Jauregui	Technician	AVIDEX	M347JAE018
Scott	Jensen	Technician	AVIDEX	B212JES068

Vanessa	Kamens-Hurt	Technician	AVIDEX	C048KAV723
Matt	Kessler	Technician	AVIDEX	1269KEM876
Kirk	Kurtz	Technician	AVIDEX	M212KUK008
William (Geo)	Lamothe	Service Tech/PM	AVIDEX	C048LAW726
Frank	Lanz	Technician	AVIDEX	M150LAF005
Lan	Le	AV Technician	AVIDEX	M077LEL009
Jaime	Ledon	Technician	AVIDEX	M177LEJ002
David	Lopez	Technician	AVIDEX	F013LOD916
Jesus	Lopez	Technician	AVIDEX	M082LOJ002
Sergo	Lopez	Technician	AVIDEX	M149LOS021
Jorge	Lopez	Technician	AVIDEX	M231LOJ007
Oscar	Magana	Journeyman Electrician	AVIDEX	M157MAO010
Amilcar	Majano	Technician	AVIDEX	M285MAA013
James	Martin	AV Technician	AVIDEX	I360MAJ924
Al	Martinez	Sales Engineer	AVIDEX	M334MAA005
Jose	Martinez	Technician	AVIDEX	M167MAJ007
Jose	Martinez	Tech Services	AVIDEX	M204MAJ001
Emanuel	Matamoros	Technician	AVIDEX	M259MAE011
Mark	Matas	Technician	AVIDEX	M134MAM001
Mario	Mello	Technician	AVIDEX	F268MEM201
Ted	Milhaven	Senior Estimator	AVIDEX	I127MIG019
Nicholas	Mirabella	Lead Technician	AVIDEX	I292MIN350
Thomas	Mirabella	Warehouse Driver	AVIDEX	M141MIT004
Kenneth	Mota	Technician	AVIDEX	M269MOK003
Matthew	Naughton	Technician	AVIDEX	M102NAM009
Ryan	Oldham	Warehouse Assistant	AVIDEX	M082OLR019
Dustin	Patterson	Technician	AVIDEX	M144PAD014
Hector	Perez	Technician	AVIDEX	M269GOH004
Eric	Perussi	Technician	AVIDEX	M174PEE001
Tuan-Jordan	Pham	Lead AV Technician	AVIDEX	I119PHT061
Saul	Ramirz	Technician	AVIDEX	M095RAS005
Michael	Redoglia	Technician	AVIDEX	M153REM005
Mike	Reshaw	Technician	AVIDEX	M189REM002
Luis	Sanaee	Warehouse	AVIDEX	M285SAL021
Randy	Sanchez	Technician	AVIDEX	M191SAR006
Dustin	Schiefelbein	Technician	AVIDEX	M175SCD010
Kevin	Shannon	Technician	AVIDEX	N176SHK007
Daniel	Sheehy	PM/ Eng.	AVIDEX	M032SHD002
Michael	Sisk	Technician	AVIDEX	M096SIM002
Ramon	Soriano	Technician	AVIDEX	B242SOR210
Alberto	Soto	Technician	AVIDEX	M169SOA003
Dash	Spitale	Project Manager	AVIDEX	M058SPD004
Michael	Ursprung	Technician	AVIDEX	M238URM026
Marcelo	Valenzuela	Technician	AVIDEX	M119VAM004
Steven	Ventura	Technician	AVIDEX	M163VES010
Erick	Vergara	Technician	AVIDEX	M198VEE016
Travis	Wallin	Technician	AVIDEX	M147WAT018

Downey Unified School District

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR NON-
CONSTRUCTION SERVICES**

COVID-19 VACCINATION ADDENDUM
TO
DOWNEY UNIFIED SERVICES AGREEMENT

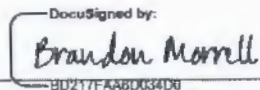
The undersigned does hereby certify to the Governing Board of the Downey Unified School District as follows:

I am a representative of Avidex Industries, LLC ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

COVID-19 Vaccination Status and Periodic Testing: Contractor will ensure that all of its employees who will be working on any District school site have been fully vaccinated for COVID-19. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. Contractor will further require all of its employees who will be working on the District's school sites to participate in regular COVID-19 testing in compliance with the District's current testing protocols. Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

Contractor's responsibility for COVID-19 clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Name of Contractor: Avidex Industries LLC

Signature:  Brandon Morrell
BD217FAABD034D0

Print Name and Title: Brandon Morrell, General Manager

Date: 9/20/2021



Quote 9/13/2021
 Project Number: 38389

Service & Support - AV Systems

Downey Unified School District

Chris Nezzar
 Chief Technology Officer
 11627 Brookshire Avenue
 Downey, CA 90241

Tel: (562) 469-6500

Ship To:

MAINTENANCE & SUPPORT SERVICES

This quoted work scope includes technician travel and site visit time for troubleshooting and/or possible on site repairs of reported problems. Reported issues, devices and overall system functions will be checked, tested and adjusted to good working order on site if possible. System programming shall be reviewed and adjusted as necessary. Any additional materials or manufacturer repairs will be quoted additionally as appropriate. Standard trip/travel charges shall be waived. On site labor not to exceed 400 hours.

Mfr-Part No.	Qty	Description	Unit Price	Extended
		Shift Hourly Labor Rates		
	400	Site Hourly Labor 1st Shift/Field Service Tech	135.00	54,000.00
	0	Site Hourly Labor 2nd Shift / Field Service Tech	202.50	
		Per Site Visit Trip / Travel Minimum:		
	0	Site Trip Labor (Up to 50 Miles)	135.00	
	0	Site Trip Labor (Over 50 Miles)	150.00	

Pricing Summary

This Quote is Valid for 30 Days.

AVI PWC/DIR # 1000004292

Lump Sum Project Total: \$ 54,000.00

DIR PROJECT ID # _____



Terms

Net 30 Days

Design Criteria / Assumptions:

1. Conduits/Electrical Work:

- * All conduit is usable and free of obstructions
- * Conduit, backboxes and sleeves provided by others
- * 110 VAC outlets and circuits not included
- * Core drilling not included, unless otherwise noted
- * Power Supplies, surge suppressors, UPS not included
- * Site shall be accessible during scheduled work hours

2. Pricing:

- * All Pricing is confidential

3. Quality Assurance:

- * All cabling complies with EIA-TIA 568/569B Standards
- * All work shall comply with applicable Building Codes
- * Changes to contract must be approved in writing

System Maintenance Offerings:

Ask about AVI's other comprehensive **Preventative Maintenance and Support Services** programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment. Please take advantage of these programs and contact your Account Manager or AVI's Service Group for coverage options -

Basic Maintenance Package: Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

Payment Terms

All Projects require a mobilization fee of 30% of the overall proposed contract total in order to initiate the order. Mobilization fees are due upon Receipt. This proposal is valid for 60 days from the date appearing on the cover page.

- * Monthly progress invoices will be issued with net 30-day terms.
- * The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- * Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- * Avidex reserves the right to charge for stored materials and/or equipment.
- * Avidex reserves the right to charge a 1.5% fee for late payment of invoices.



Authorization to Process - Integration Services

Avidex will begin the implementation phase of this project upon receipt of the client purchase order or executed contract referring to this proposal and the mobilization fee. I have reviewed the available post-installation 360° Service Plan offerings with my account executive.

☐ I, the client, elect to decline the 360° Service Plan offering. By checking this box, I understand that I am declining the proposed service and support coverage for my audiovisual system.

Submitted by: Avidex Industries, LLC

Name

Signature

Date

Client Approval:

Client Name/Title

Signature

Date

Internal Avidex Approval:

Name

Signature

Date


Each party agrees that any electronic signatures above, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed signature page to this Agreement by e-mail attachment, other means of electronic transmission with authorization to attach it to this Agreement, or any other means of electronic transmission used to obtain an electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy.

AVIDEX INDUSTRIES, LLC

Confidential (FORM 16.2 Rev 200713-001)

Project Number: 38389
Downey Unified School District
Service & Support - AV Systems



II. 48. APPROVE Agreement with Project Inspection Services No. 202122-270 with Sandy Pringle Associates, Inc. to provide construction inspection services for the Stauffer Middle School Gymnasium project. 

Supporting Documents

 scan1235

**AGREEMENT FOR
PROJECT INSPECTION SERVICES
BY AND BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT
AND
SANDY PRINGLE AND ASSOCIATES
No. 202122-270**

This Agreement for Project Inspection Services ("Agreement") is made ("Agreement") is made and entered into as of September 1, 2021, by and between **Downey Unified School District** ("District") and **Sandy Pringle and Associates** ("Consultant"), (individually a "Party" or collectively the "Parties").

RECITALS

WHEREAS, District intends to award contracts to construction contractor(s) to perform work ("**Construction Work**" or "**Work**") at Stauffer Middle School Gym Project ("**Site**").

WHEREAS, District has retained the services of LPA Architects as the architect(s) and/or design professional(s) of the Construction Work ("**Architect(s)**"); and

WHEREAS, the Construction Work shall be performed pursuant to District-approved plans, drawings, specifications, rules, regulations and statutes applicable to school construction and other contract documents ("**Contract Documents**"); and

WHEREAS, District requires the services of a Division of the State Architect ("**DSA**") approved project inspector during the Construction Work; and

WHEREAS, pursuant to Education Code section 17311, the District shall provide for and require competent, adequate, and continuous inspection during construction or alteration by an inspector satisfactory to the Architect or Structural Engineer and the Department of General Services; and

WHEREAS, Inspector warrants and represents that Inspector is competent to perform the duties and responsibilities required by this Agreement and by applicable laws and regulations for the inspection of Construction Work at the Site ("**Project**").

AGREEMENT

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

1. Services.

- 1.1. Inspector shall, as requested by District, act as the project inspector for the Project. Inspector shall observe construction operations to ensure that the Project is constructed and completed in strict conformity with all applicable laws and regulations and the Contract Documents ("**Services**"). The Services include project inspection services for each component as listed below.
- 1.2. Any one component or combination of components may be changed, or terminated, in the same manner as the Services, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Inspector shall invoice for each component separately and District shall compensate Inspector for each component separately on a proportionate basis based on the level and scope of work completed for each component.
- 1.3. The estimated approximate hard construction costs for the Site is **fourteen million dollars (\$14,000,000.00)**:

2. Term. The term of this Agreement shall be the period of construction of the Project and shall terminate when the notice of completion for the Construction Work is recorded ("**Term**"), unless terminated or otherwise cancelled.

3. Submittal of Documents. The Inspector shall not commence Services under this Agreement until the Inspector has

submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

4. **Compensation.** Inspector's fee for the performance of Services at the above Site shall be **ninety dollars (\$90.00)** per month for a total maximum fee not to exceed **one hundred eighty-eight thousand, one hundred seventy-two dollars (\$188,172.00)**.
- 4.1. The Inspector shall submit a monthly itemized statement of Service charges and expenses (if applicable) to the District on the fifth (5th) day of each month. Inspector shall prepare a separate itemized statement for the Site at which Inspector provides Services. The itemized statement shall show the days and hours worked each workday Inspector performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Inspector to submit its invoice for a particular month's work. No amounts shall be due or owing to the Inspector if it fails to submit an invoice to the District at or before the end of that grace period.
- 4.2. Payment for the Services shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Inspector submits an itemized statement to the District for Services performed and after the District's written approval of the Services performed.
- 4.3. The daily job log referred to herein shall detail the time spent by the Inspector in the performance of Services pursuant to this Agreement.
- 4.4. Inspector shall provide to the District on a timely basis and to not cause a delay in DSA's approval of the Project, all verified report(s) for all scope(s) of Work and all other required Project documents if not already completed and provided to the District. District shall retain five percent (5%) of Inspector's Fee or Ten Thousand Dollars (\$10,000), whichever is greater, until Inspector has filed all required verified report(s) and other Project Documents.
- 4.5. If requested by the District, the Inspector shall provide additional or extended Services for the Project as may be necessary because of changed conditions including, without limitation, conditions made necessary by Work damaged by fire or other Acts of God during construction or prolongation of the initial construction contract time beyond the construction contract time schedule. Those additional or extended Services shall be as agreed to by the District and shall be based on rates at or below the hourly, daily, weekly, or monthly rates as indicated here:

Maximum Rate for Additional or Extended Services

Hourly	\$90.00/Hour
Daily	\$720/Day
Weekly	\$3,600/Week
Monthly	\$15,660/Month

5. **Expenses.** District shall not be liable to Inspector for any costs or expenses paid or incurred by Inspector in performing Services, except for those set forth below. Inspector agrees that travel may be required, at Inspector's expense. These travel expenses are not reimbursable.

5.1. Not applicable

6. **Independent Contractor.** Inspector, in the performance of this Agreement, shall be and act as an independent

contractor. Inspector understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Inspector shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Inspector's employees. In the performance of the Services contemplated, Inspector is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Inspector's work, District being interested only in the results obtained.

7. Inspector's and Subconsultant Registration and Compliance.

7.1. Inspector acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Inspector shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Inspector represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.

7.2. Labor Code section 1771.1(a) states the following:

7.2.1. "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

7.3. Inspector shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.

7.4. Inspector shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.

7.5. Inspector shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

8. **Designated Representatives.** Inspector shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.

9. **Materials.** Inspector shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

9.1. Not applicable

10. Performance of Services.

10.1. Standard of Care.

10.1.1. Inspector represents that Inspector has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Inspector's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Inspector's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

- 10.1.2. Inspector hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 10.1.3. Inspector shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Inspector understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Inspector in performing the Services.
- 10.1.4. Inspector shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 10.2. **Meetings.** Inspector agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.
- 10.3. **District Approval.**
- 10.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
- 10.3.2. Prior to any documents being made public, Inspector shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.
- 10.4. **Inspector's Authority**
- 10.4.1. **Full-Time Inspector under Direction of Architect.** Inspector shall act as the Project inspector on a full-time, continuous basis, including during off hours, and weekend hours as deemed necessary by Inspector, the Architect and/or District. Inspector shall act under the direction of the Architect and shall be responsible to the Department of General Services, Division of the State Architect for enforcement of the Project plans and specifications.
- 10.4.2. **Authority to Reject or Stop Construction Work.** Inspector shall not have the authority to direct a contractor in the execution of the Construction Work nor to stop work on the Project. However, if Inspector observes Construction Work being performed in deviation from the approved plans, specifications, or change orders or in violation of any local, state or federal statute, Inspector shall, if such deviation or violation is not immediately corrected by contractor when brought to the attention of contractor, direct the contractor in writing, while simultaneously notifying the Architect, and the District, to cease installation of that nonconforming portion of Construction Work, pending further decision by Architect and District, and shall in all cases, make a written record of the event. Inspector shall deliver copies of the written record to District within twenty-four (24) hours of the event.
- 10.4.3. **Conflict of Interest.** Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.
- 10.5. **On-Site Presence.** Inspector shall be physically present at the Site at all times necessary for performance of its duties as project inspector. Inspector shall have personal knowledge of the Construction Work at all stages. Inspector shall accompany the Architect, District, the construction manager, or other consultants when any of them are observing the Construction Work. Inspector shall be physically present for all concrete work and

masonry work.

10.6. **Inspector's General Obligations, Duties, and Responsibilities.** Inspector shall completely and timely inspect all portions of the Construction Work as it progresses.

10.6.1. Inspector shall endeavor to guard District and the State of California ("**State**") against apparent defects and deficiencies in the Construction Work and shall act on behalf of District to see that the Construction Work is executed and completed in a timely manner in accordance with the Contract Documents and applicable laws and regulations.

10.6.2. Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. Inspector shall consult the Architect to resolve any uncertainties in Inspector's comprehension of the plans and specifications. Inspector shall possess a thorough understanding of the requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed.

10.6.3. Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.

10.6.4. Inspector shall verify code-compliant implementation of the materials testing and special inspection program, as applicable, including notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.

10.6.5. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the most recent versions of the following forms, **attached hereto as Exhibit A:**

10.6.5.1. Form DSA IR A-7, Project Inspector: Certification and Approval.

10.6.5.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance.

10.6.6. Inspector shall not authorize deviations from the Contract Documents.

10.6.7. Inspector shall obtain authorization to access DSAbbox and submit all communications and documents through DSAbbox.

10.7. **Inspector Maintenance of Records, Job File, and Building Codes**

10.7.1. **Inspection Records.** Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("**Inspection Records**"). The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:

10.7.1.1. **Record of Inspection on Plans.** A systematic record of the inspection of all Construction Work required by the Construction Documents. Inspector shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.

10.7.1.2. **Construction Procedure Records (Title 24, Part 1, Section 4-342(6)).** These shall include, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.

10.7.1.3. **Deviations and Resolution of Deviations.** The resolution of reported deviations.

10.7.1.4. **Daily Job Log.** Daily job log of the Inspector's time spent, areas and scopes inspected, and tasks performed on the Site.

10.8. **Job File.** Inspector shall maintain a record of his/her attendance at the Site and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of the District.

10.8.1. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction).

10.8.2. Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District.

10.8.3. In addition, the Inspector shall organize and maintain a complete system of construction records, including, but not limited to:

10.8.3.1. All Inspection Records.

10.8.3.2. Job memo file.

10.8.3.3. Site conference file.

10.8.3.4. Progress reports.

10.8.3.5. Test and Inspection List (Form DSA-103-1 (Revised 01-01-12)).

10.8.3.6. Correspondence file, including, without limitation, all correspondence from/to Architect, construction contractor(s), District, and DSA.

10.8.3.7. Complete change order file.

10.8.3.8. All Addenda.

10.8.3.9. All deferred approval documents.

10.8.3.10. Complete shop drawings, samples, and submittal file.

10.8.3.11. All Contract Documents including, without limitation, the approved plans and specifications.

10.8.4. All records and documents kept by Inspector shall be and remain the property of District.

10.9. **Building Codes.** In addition to the above documents, Inspector shall keep at the Site, a copy of all applicable building codes and regulations necessary to perform required inspections, including, without limitation, the following parts of Title 24 of the California Code of Regulations in the edition referenced in the Contract Documents:

10.9.1. Title 24, Part 1 (Administrative Code).

10.9.2. Title 24, Part 2, Volumes 1, 2, and 3 (Building Code).

10.9.3. Title 24, Part 3 (Electrical Code).

10.9.4. Title 24, Part 4 (Mechanical Code).

10.9.5. Title 24, Part 5 (Plumbing Code).

10.9.6. Title 24, Part 6 (Energy Code).

10.10. **Communications, Reporting, and Notifications**

10.10.1. **DSA Notification.** Inspector shall notify DSA:

10.10.1.1. At least forty-eight (48) hours prior to the start of any Construction Work at the Site.

10.10.1.2. At least forty-eight (48) hours prior to completion of any foundation

excavations/trenches.

10.10.1.3. At least forty-eight (48) hours prior to the first concrete pour/placement at the Site.

10.10.1.4. When Construction Work has been suspended for a period of more than two (2) weeks.

10.10.2. **Notification of District and Architect.** Inspector shall immediately report to District, the Architect, and the construction manager any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. Inspector shall inform the District, the Architect, and the construction manager of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the Inspector has related to the Project or the Contract Documents. Inspector shall advise the District of needed inspections related to the status of the Construction Work, and District shall provide the schedule of Construction Work to Inspector so that both Parties arrange timely inspections.

10.10.3. **Deviation Notification of Contractor(s).** Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. If the contractor does not immediately correct the deviation upon the verbal notice, then copies of the written notice shall be forwarded immediately to the District, the Architect, the construction manager, and DSA. Inspector shall document all resolutions of reported deviations and make them part of the Inspection Records.

10.10.4. **Contractor Inquiries.** Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector, including the contractor's uncertainties regarding the Construction Documents. Inspector shall document these inquiries and immediately forward them to the Architect for response.

10.10.5. **Construction Manager.** Inspector shall also work with the construction manager if the District uses a construction manager on any portion of the Project. If District does not use a construction manager on the Project, then all references to a construction manager herein shall mean the District.

10.11. **Inspector Responsibilities for Forms and Reports**

10.11.1. **Semi-Monthly Reports.** Inspector shall submit semi-monthly reports on the 1st and the 15th of each month to District, the Architect, and DSA.

10.11.2. **Verified Reports.** Inspector shall submit verified reports at the following times that will include notification of outstanding deviations:

10.11.2.1. Work on the Project is suspended for a period of more than one (1) month.

10.11.2.2. Inspector is terminated for any reason.

10.11.2.3. DSA requests a verified report.

10.11.2.4. If District occupies any building on the Site.

10.11.2.5. When the Construction Work is complete.

Each verified report shall be on Form DSA-6, or more current form, and shall clearly describe all non-compliant Construction Work including change order work that is pending DSA approval. Each verified report shall state that Inspector knows of his/her personal knowledge that the Construction Work has, in every material respect, been performed in compliance with the Construction Documents. Inspector shall declare under penalty of perjury that all information indicated on the report is true.

- 10.12. **All Other Reports.** In addition, Inspector shall initiate and file with DSA prior to their due date, any other Project-related, forms, required of contractors, subcontractors, testing and inspection laboratories, and the District. Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.
- 10.13. **Inspector Responsibilities for Laboratory Structural Tests.** Inspector shall initiate and expedite testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing and shall be responsible for the sequential progress of the Project related to the test lab reports.
- 10.14. **Inspector Responsibilities at Beginning of Occupancy.** Inspector shall observe the District's occupancy or movement of District-furnished equipment to each Site before completion and record and report any damages occurring so any claims may be fully documented.
- 10.15. **Compliance with DSA Inspection Card Process.** Inspector shall perform any service or work required to comply with DSA's inspection card process that establishes specific construction milestones that must be approved by the Inspector before contractor(s) can start subsequent work on a project.
- 10.16. **Facilities/Equipment.** District shall provide for Inspector's operational needs, such as office supplies, telephone, and fax machine.
- 10.17. **Inspector Certification.** Inspector shall provide the District a copy of documents satisfactory to the District certifying that Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. Inspector shall also provide any other documents or certification requested by the District. Inspector shall initiate and provide the District with Form DSA-5, or more current qualification/certification form.
- 10.18. **Substitute Inspector and/or Assistant Inspector.** Inspector shall provide the Services throughout the Term and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, Inspector, at no cost to District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).
- 10.19. **Other Jobs Outside of the Project.** Inspector shall be required to work full-time on the Project, and shall not work on or be under contract for another project without prior written approval from District, and without a reduction in compensation proportionate to the amount of time Inspector is required to be absent for responsibilities to another project.
- 10.19.1. In the event that this Agreement involves a company of inspectors, a DSA-approved inspector shall be designated as the Inspector for District and shall be on constant duty at the Site as described in this Agreement.
- 10.19.2. Inspector shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.

11. **Information.** To the extent applicable, Inspector shall obtain information from the District as follows:

- 11.1. **Furnished by District.** Upon request by Inspector, District shall furnish Inspector any information and documents readily available to District that the Inspector determines may be of use to the Inspector in the

performance of the Services. District shall rely upon Inspector to determine which information and documents may be of use to the Inspector in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Inspector shall determine if it is appropriate to rely on the District furnished information or documents. Inspector shall determine if clarification, additional information, or additional data is needed.

11.2. **Furnished by Others.** Inspector is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Inspector shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Inspector shall determine if clarification, additional information, or additional data is needed.

12. **Originality of Services.** Except as to standard generic details, Inspector agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Inspector and shall not be copied in whole or in part from any other source, except that submitted to Inspector by District as a basis for such services.

13. **Copyright/Trademark/Patent.** Inspector understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Inspector consents to use of Inspector's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. **Audit.** Inspector shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of broker transacted under this Agreement. Inspector shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Inspector shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Inspector and shall conduct audit(s) during Inspector's normal business hours, unless Inspector otherwise consents. If the Agreement involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), the Agreement shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment. The audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement.

15. Termination

15.1. **Job Completion.** Unless previously terminated or otherwise cancelled, this Agreement shall terminate when the notice of completion for the Project is recorded with the County recorder.

15.2. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Inspector only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Inspector. Notice shall be deemed given when received by the Inspector or no later than three (3) days after the day the notice was mailed, whichever is sooner.

15.3. **Without Cause by Inspector.** Inspector may not terminate this Agreement without cause.

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

15.4.1. Material violation of this Agreement by the Inspector; or

15.4.2. Any act by Inspector exposing the District to liability to others for personal injury or property damage;

or

- 15.4.3. Inspector is adjudged a bankrupt, Inspector makes a general assignment for the benefit of creditors or a receiver is appointed on account of Inspector's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another project inspector. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Inspector shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

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

15.5.2. Failure of the District to timely pay undisputed Inspector invoices.

Written notice by Inspector shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Inspector.

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

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

17. Insurance

- 17.1. Inspector shall procure and maintain during the life of the Project the following insurance with minimum limits equal to the amount indicated below.

17.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Inspector, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from any portion of the Services.

17.1.2. **Workers' Compensation and Employers' Liability Insurance.** In accordance with provisions of section 3700 of the California Labor Code, Inspector shall be required to secure workers' compensation coverage for its employees. In addition, the Inspector shall provide Employers' Liability Insurance for all of its employees engaged in any work on the Project. If any class of employee or employees engaged in work under this Agreement are not protected under the Workers' Compensation Statute, adequate

insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence work under this Agreement.

- 17.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Inspector's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 17.2. **Proof of Carriage of Insurance.** Inspector shall not commence any work under this Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

17.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

17.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

17.2.3. An endorsement stating that District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Inspector's insurance policies shall be primary to any insurance or self-insurance maintained by District.

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

- 17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to District and agreed upon in writing.

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

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

20. **Compliance with Laws.**

- 20.1. **Generally.** Inspector shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Inspector shall give all notices required by any law, ordinance, rule and regulation bearing on the Services indicated or specified. If Inspector observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or

regulations, Inspector shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Inspector receipt of a written termination notice from the District. If Inspector performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Inspector shall bear all costs arising therefrom.

- 20.2. **Compliance with Applicable Laws.** Inspector shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the drawings, plans and specifications is to be construed to permit Construction Work not conforming to these codes.

20.2.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

20.2.2. Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.

20.2.3. Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

20.2.4. Education Code of the State of California

20.2.5. Industrial Accident Commission's Safety Orders, State of California.

20.2.6. National Electrical Safety Code, U. S. Department of Commerce.

20.2.7. National Board of Fire Underwriters' Regulations.

20.2.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.

Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("**Prevailing Wage Laws**"). Since Inspector is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.

21. **Certificates/Permits/Licenses.** Inspector and all Inspector's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Inspector shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Inspector agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Inspector and each subconsultant shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Inspector or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Inspector agrees to require like compliance by all its subcontractor(s).
23. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Inspector performing of any portion of the Services.

24. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, Inspector must submit, upon request by District, appropriate documentation to District identifying the steps Inspector has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
25. **Interaction with the Media and Public.** Inspector shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Inspector receives a complaint from a citizen or the community, Inspector shall promptly inform the District about the complaint.
26. **Taxes.** Inspector shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Inspector agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Inspector may be reported to the Internal Revenue Service.
27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
28. **District's Evaluation of Inspector and Inspector's Employees and/or Subcontractors.** District may evaluate Inspector in any manner which is permissible under the law. District's evaluation may include, without limitation:
- 28.1. Requesting that District employee(s) evaluate Inspector and Inspector's employees and subcontractors and each of their performance.
- 28.2. Announced and unannounced observance of Inspector, Inspector's employee(s), and/or subcontractor(s).
29. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
30. **Disputes.** All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.
31. **Confidentiality.** Inspector and all personnel designated by Inspector to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing any work pursuant to this Agreement. This requirement to maintain confidentiality shall extend beyond the effective termination date of the Agreement.
32. **Employment with Public Agency.** Inspector, if an employee of another public agency, agrees that Inspector will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
33. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

District:

Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
ATTN: Annie Aung

Inspector:

Sandy Pringle Associates, Inc.
1108 Sartori Ave., #300
Torrance, CA 90501
ATTN: Sandy Pringle

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

34. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties for the Services and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
35. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
36. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
37. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
38. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
39. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.
40. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
41. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
42. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party represents s(he) has been properly authorized and empowered to enter into this Agreement.
43. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
44. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
45. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
46. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("RFQ/RFP"), the RFQ/RFP and Inspector's proposal are hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFQ/RFP and/or the Inspector's Proposal, this Agreement shall control over the RFQ/RFP, which shall control over Inspector's Proposal. In no case shall a document calling for lower quality material or workmanship control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: October 5, 2021

Downey Unified School District

Signature: _____

Print Name: Christina Aragon

Print Title: Assoc. Supt. Bus. Svcs.

Dated: September 1, 2021

Sandy Pringle Associates, Inc.

Signature: *Sandy Pringle*

Print Name: Sandy Pringle

Print Title: Principal

Information regarding Inspector:

Inspector: Scott Bedgood

License No.: DSA Class 1 #1449

DIR No.: 1000005679

Address: 1108 Sartori Ave., #300

Torrance, CA 90501

Telephone: (310) 787-8811

Facsimile: (310) 787-8833

E-Mail: ScottB@pringleassociates.com

33-0925085

Employer Identification and/or Social Security Number

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

Type of Business Entity:

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: California
☐ Limited Liability Company
☐ Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: September 1, 2021

Proper Name of Inspector: Sandy Pringle

Signature: *Sandy Pringle*

Print Name: Sandy Pringle

Title: Principal

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the two boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Project Inspection Services ("Agreement"):

☒ Inspector's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Inspector's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Inspector for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: October 5, 2021

District Representative's Name and Title: Vince Madsen, Sr. Director, Facilities Planning & Development

Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Inspector's services under this Agreement and Inspector certifies its compliance with these provisions as follows: *"Inspector certifies that the Inspector has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Inspector's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Inspector, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

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

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

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

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

Date: _____

District Representative's Name and Title: _____

Signature: _____

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

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

Date: _____

Name of Inspector or Company: _____

Signature: _____

Print Name and Title: _____

September 1, 2021

Sandy Pringle Associates, Inc.

Sandy Pringle

Sandy Pringle, Principal

Exhibit A
IR-7 Inspector Certification and Approval
IR-8 Project Inspector and Assistant Inspector Duties and Performances



IR A-7

INSPECTOR CERTIFICATION AND APPROVAL: 2016, 2013, 2010 and 2007 CAC

Disciplines: Structural	History:	Revised 07/18/18	Revised 04/24/12
		Revised 08/21/17	Revised 09/18/07
		Revised 06/20/17	Revised 06/01/06
		Revised 10/10/16	Revised 09/10/02
		Revised 02/22/13	Issued 09/01/99

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

PURPOSE: This Interpretation of Regulations (IR) provides clarification of specific Code requirements relating to the certification and approval of school construction project inspectors. All project inspectors must complete this two-step process of certification and approval by DSA before they are permitted to work on school construction projects.

BACKGROUND: Certification and Approval – A Two-Step Process

Certification: Section 1 of this IR explains how to become a DSA-certified project inspector and maintain such certification. Certification is the first step in becoming a school construction project inspector. Certification attests that the inspector is qualified to inspect construction projects under DSA jurisdiction.

Approval: Section 2 describes the DSA approval requirements and process for a project inspector to perform inspections on a particular project. Approval is the second step. This step occurs on every project. Approval of the project inspector by a DSA Regional Office must be obtained before the inspector is permitted to work on a project. Duties of inspectors are described in *IR A-8: Project Inspector and Assistant Inspector Duties and Performance*. The acceptance and approval of assistant inspectors is described in *IR A-12: Assistant Inspector Approval*.

INTERPRETATION:

1. CERTIFICATION OF THE INSPECTOR: As required by law, all project inspectors must be certified through the DSA Project Inspector Examination Program.

Examinations are given in each of four project classes. The examinations measure the applicant's ability to read and comprehend construction plans and the California Building Standards Code.

The DSA Project Inspector Examination Program does **not** qualify an applicant as a "special" inspector.

1.1 Class 1 Projects and the Class 1 Examination: Projects that are designated as Class 1 must contain one or more "Class 1 structures" (as defined below) but may also contain Class 2, Class 3 or Class 4 structures. The Class 1 examination is comprehensive; it tests the applicant's knowledge of Class 1, Class 2, Class 3 and Class 4 structures, and related code requirements.

Class 1 Structures

- Buildings or additions of 2,000 square feet in floor area or greater that utilize materials other than wood-frame shear walls (masonry/concrete shear walls, steel brace frames, concrete, or steel moment-resisting frames) as the primary lateral-load resistive system.

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- Substantial structural alterations to the gravity and/or lateral load-resisting system of the building types described above.

- 1.2 Class 2 Projects and the Class 2 Examination:** Projects that are designated as Class 2 must contain one or more "Class 2 structures" (as defined below) but may also contain Class 3 or Class 4 structures. The Class 2 examination tests the applicant's knowledge of Class 2, Class 3 and Class 4 structures, and related code requirements.

Class 2 Structures

- Buildings or additions over 2,000 square feet in floor area that utilize wood-frame shear walls as the primary lateral load-resistive system. Projects may be single- or multi-level, with no upper limit in floor area. The project may contain incidental masonry, concrete and/or structural steel construction (e.g., gravity load carrying columns and beams). Buildings may have isolated exceptions to the lateral load-resistive system, such as a steel brace frame at one location in the structure. Cellular or communication poles (not including truss towers) and field or stadium lights are considered Class 2 structures.
- Buildings or additions of less than 2,000 square feet in floor area that have primary lateral load-resistive systems utilizing concrete, masonry or steel construction. A single-story masonry building with a regular configuration, a floor area of less than 7,000 square feet, and a wood-frame roof structure may be considered to be a Class 2 structure. Steel cantilevered structures of a repetitive nature (e.g., carports with solar panels, etc.) exceeding 2,000 square feet in area may be considered a Class 2 structure unless DSA determines the nature or complexity warrants a higher classification.
- On-site construction of two-story permanent modular buildings.
- Alteration/modernization and reconstruction projects that exceed the limitations of the Class 3 scope of work and do not include substantial alterations to structural systems of concrete, steel or masonry.
- Non-building structures that exceed the limitations of the Class 3 scope of work.

- 1.3 Class 3 Projects and the Class 3 Examination:** Projects that are designated as Class 3 must contain one or more "Class 3 structures" (small buildings of wood-frame construction and/or alteration/modernization projects) but may also contain Class 4 structures. The Class 3 examination tests the applicant's knowledge of both Class 3 and Class 4 structures, and related code requirements.

Class 3 Structures

- Buildings or additions of wood frame, single-story construction, with conventional (spread footing) concrete foundations and a total floor area less than 2,000 square feet. Structures must utilize wood-frame shear walls as the primary lateral load-resistive system. The project may include isolated steel or concrete elements (e.g., steel or concrete columns).
- Structural alteration projects limited to wood-frame, single-story construction. When deemed appropriate by DSA, alterations to (or addition of) isolated steel, masonry or concrete elements may be included in Class 3 projects. For example, alterations or additions to relocatable buildings or cell tower appurtenances may be considered a Class 3 project. However, alteration projects involving significant changes to the lateral load-resisting system may be classified as Class 1 or 2 projects.
- Alteration and modernization projects that are primarily non-structural, such as electrical, mechanical, plumbing, accessibility features and site improvement work.

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- Non-building structures, such as signs and poles, less than 35 feet in height, bleachers with a maximum of five rows of seats, walls less than 10 feet in height above grade, and single-story canopies less than 200 square feet in horizontal projected area.
- 1.4 Class 4 Projects and the Class 4 Examination:** Projects that are designated as Class 4 only include "Class 4 structures" (site installation of pre-manufactured, single-story relocatable buildings and related sitework). The Class 4 examination tests the applicant's knowledge of Class 4 structures and related code requirements.
- 1.5 Relocatable Building Inspector - In-Plant ("RBIP" Inspectors):** Inspectors of factory-built relocatable buildings must either be a DSA certified RBIP inspector or a Class 1, 2 or 3 DSA certified project inspector. All appropriately certified project inspectors (i.e., project inspector class is consistent with the classification of factory-built relocatable buildings) and inspectors on the approved RBIP list will be eligible to perform RBIP inspection on projects under DSA jurisdiction. As of January 1, 2012, DSA no longer issues RBIP certifications. DSA certified or RBIP inspectors having an AWS CWI or SCWI certification and who will be performing structural welding inspection may indicate such on their form *DSA 5-IP1 In-Plant Project Inspector Qualification and Approval* (see Section 0 of this IR) without need for filing a separate form *DSA 5-SI: Special Inspector Qualification and Approval*.
- 1.6 Expiration and Recertification:** An inspector's certification expires four years from the date of issue. To renew the certification, each inspector must complete the requirements of the DSA inspector recertification program every four years. The recertification program consists of the DSA Academy Project Inspector Overview Class, a recertification seminar and examination conducted by DSA, and may include applicable continuing education courses acceptable to DSA that are presented by other entities acceptable to DSA. Further information regarding the requirements of recertification may be obtained online at:
www.dgs.ca.gov/DSA/Services/Page-Content/Division-of-the-State-Architect-Services-List/Apply-and-Maintain-Project-Inspector-Certification.
- For information on the Project Inspector Overview Class, refer to
www.dsaacademy.dgs.ca.gov/registration/class.asp?id=22.
- 1.7 For Specific Examination Information:** The DSA project inspector examination program is administered by the DSA Headquarters Office. For information regarding the examination schedule, locations, examination fees, or to obtain an application, contact DSA by phone at (916) 443-9932, or at:
www.dgs.ca.gov/-/media/Divisions/DSA/Publications/inspector_program/2019_ProjectInspectorPackage

2. APPROVAL OF THE PROJECT INSPECTOR: As required by law, all project inspectors must be DSA-approved for work on each individual project. All DSA project inspectors must maintain valid certification throughout the duration of assignment to any project and fulfill the requirements of DSA's recertification program as necessary. Newly certified project inspectors without prior DSA project inspection experience shall complete the DSA Project Inspector Overview Class prior to inspecting their first project.

To apply for approval, the Design Professional in General Responsible Charge must submit a form *DSA 5-PI: Project Inspector Qualification and Approval*, to the appropriate DSA Regional Office to ensure DSA approval of the inspector prior to the start of construction. For projects involving construction of permanent modular or relocatable buildings, the submittal requirements are the same except the design professional delegated responsibility for the observation of in-plant construction in Section 1.0 or, when subdelegated, Section 1.1 of the form *DSA 1-MR Application for New Manufactured Permanent Modular or Relocatable Buildings*, shall submit form DSA 5-IP1 instead.

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For approval on Class 1 and Class 2 projects: Before submitting a form DSA 5-PI or DSA 5-IPI (when applicable) for Class 1 or Class 2 projects, the Design Professional in General Responsible Charge must consult the DSA field engineer assigned to the project by the DSA Regional Office. The design professional and the DSA field engineer must review the inspector's qualifications for the project with regard to DSA approval criteria (see *DSA Approval of the Project Inspector* in Section 2.1.5 of this IR). The use of assistant inspectors must also be considered at this time (see DSA IR A-12).

2.1 Review of the Inspector's Qualifications by the School District and Responsible Design Professionals:

The following five items must be reviewed by the Design Professional in General Responsible Charge, the structural engineer delegated responsibility for observation of construction, and the school district prior to submitting the form DSA 5-PI or DSA 5-IPI (when applicable) to the respective DSA Regional Office for inspector approval:

2.1.1 The Class of the Inspector's Certification and the Project Class: The project's classification is determined by DSA during plan review, and is indicated on the Approval of Plans notification (issued after DSA approval of plans and specifications). The project classification can also be checked online at DSA's eTracker website at

<https://www.apps2.dgs.ca.gov/dsa/tracker/ProjectStatus.aspx>.

Project inspectors with Class 1 certification may apply for DSA approval to inspect *any* project. Project inspectors with Class 2 certification may apply for approval to inspect projects that are designated as Class 2, 3 or 4. Project inspectors with Class 3 certification may apply for approval to inspect projects that are designated as Class 3 or 4. Project inspectors with Class 4 certification may apply for approval only on Class 4 projects.

2.1.2 Inspector's Work Experience: DSA approval is contingent upon the inspector's experience in inspection or construction work on building projects of a type similar to that of the individual project for which the inspector is applying. The inspector must describe, on the form DSA 5-PI or DSA 5-IPI (when applicable), qualifying experience from three building construction projects. Qualifying experience is defined by the types of duties performed and the types of projects on which those duties were performed.

Types of Duties: Prior job positions and responsibilities are the primary considerations of qualifying experience. The inspector's prior responsibilities for either inspection or construction should include experience with the trades that will be utilized on the project for which the inspector is applying. Job positions that may provide qualifying experience include:

- Project inspector (providing continuous inspection of an entire project). Prior experience as a project inspector is required for Class 1 and large Class 2 projects.
- Office of Statewide Health Planning and Development (OSHPD) Class A inspector.
- DSA-approved assistant inspector.
- General contractor's field superintendent.
- For Class 4 projects only, special inspector or construction trade journeyman. These positions provide qualifying experience only in the specific trade(s) in which the individual worked.

Other job positions are unlikely to provide sufficient experience for approval by DSA as a project inspector.

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Types of Projects: The types of projects that provide qualifying experience must be relevant to the type of project for which the inspector is applying. Project aspects (both for prior projects and the project for which the inspector is applying) that must be considered include:

- Materials of the structural system (wood-frame, concrete, masonry, steel).
- Complexity of the structural system (configuration of buildings, number of floors and unusual design features).
- Size (square footage of new construction, total construction cost).

2.1.3 On-Site Presence of the Project Inspector: Two important aspects must be considered:

During Construction: The inspector must be present on the job-site or in the plant (for permanent modular or relocatable buildings) as needed to provide continuous inspection of all the work (refer to California Administrative Code [CAC] Section 4-342[b]1 for additional information). The inspector's schedule must allocate sufficient time to perform all required duties on the project for which the inspector is applying.

The inspector must indicate on the form DSA 5-PI or DSA 5-IPI (when applicable) whether presence on the job-site will be full-time (40 hours per week or more) or part-time (less than 40 hours per week). Large projects usually require a full-time commitment from the inspector.

Time Commitment: If the inspector has other work commitments concurrent with the project for which the inspector is applying, each school project, each non-school project, and/or any other employment commitment must be described as indicated on the form DSA 5-PI or DSA 5-IPI (when applicable). If the combined work between multiple projects is approximately 60 or more hours per week, the following is required:

- Justification that sufficient time will be spent on the project while accounting for travel between projects.
- When requested, a workload schedule accounting for all work commitments that is coordinated with the construction schedule for the project for which the inspector is applying.
- A notification to all school districts and DSA field engineers for those multiple projects.
- Letters or emails of acknowledgement from those school districts and, when requested, DSA District Structural Engineers working on those projects must be included with the form DSA 5-PI or DSA 5-IPI (when applicable).

Any future increase in workload on non-DSA projects beyond that identified in the form DSA 5-PI or DSA 5-IPI (when applicable) without a corresponding workload decrease (i.e., a net increase) thereby resulting in a total workload of approximately 60 or more hours per week shall be communicated to the respective DSA field engineer for their consideration of whether adequate on-site inspector presence can be maintained.

During the initial inspector evaluation for the project, the responsible design professionals, the school district and DSA must conclude that the inspector's schedule will allow for an adequate presence on the job-site. In the event that the school district, the responsible design professional(s) or DSA conclude that the inspector's schedule as described on the form DSA 5-PI or DSA 5-IPI (when applicable) will not allow for sufficient presence on the job-site, the inspector will be afforded an opportunity to provide additional information for re-evaluation.

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- 2.1.4 School District and Design Professional's Interview of the Inspector:** DSA recommends that the school district and the responsible design professional(s) conduct a personal interview with the inspector before signing the form DSA 5-PI or DSA 5-IPI (when applicable).

The following points should be considered:

- Inspector's knowledge of his/her role and responsibilities, job duties and limits of authority.
- Inspector's characteristics that are necessary to develop and maintain satisfactory working relationships. Such characteristics include effective communication skills, patience, determination, consistency and the ability to exercise sound judgment.
- Inspector's physical ability and stamina to inspect all construction, and to maintain a responsive presence on the job.
- Inspector's ability to provide a responsive presence on the job while accounting for time commitment on other concurrent projects and travel time between them.
- Inspector's knowledge of construction methods, building materials, material testing/special inspection procedures and building codes applicable to the project. The inspector must be able to read and readily comprehend the requirements of the project plans and specifications.

- 2.1.5 DSA Approval of the Project Inspector:** The project inspector must be DSA-approved for each individual project. The DSA field engineer's approval of the proposed inspector is based on the following criteria:

- The proper relationship between the class of the inspector's certification and the project's classification, as described in Section 2.1.1.
- The inspector's work experience, as described in Section 2.1.2.
- The inspector's workload and time commitment to the project, as described in Section 2.1.3.
- The utilization of assistant inspector(s), as described in DSA IR A-12.
- Satisfactory performance on previous school construction projects.
- Verification that the inspector is employed by the school district.
 - **Exception:** Manufacturer's stockpile projects shall have the DSA-accepted Laboratory of Record employ the in-plant inspector.
- Verification that newly certified inspectors without prior DSA project experience have completed the DSA Project Inspector Overview Class prior to inspecting their first project.

If the inspector meets the requirements for approval, the DSA field engineer or field supervisor will sign the form DSA 5-PI or DSA 5-IPI (when applicable), which indicates DSA approval. A copy of the signed form DSA 5-PI or DSA 5-IPI (when applicable) will be posted to DSA's electronic filing system as indicated in PR 13-01: Construction Oversight Process.

If DSA is unable to grant approval, the form DSA 5-PI or DSA 5-IPI (when applicable) will be promptly returned to the Design Professional in General Responsible Charge, with documentation of the reason(s) why approval was not granted. The proposed inspector may be reconsidered for approval if these documented reasons are

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satisfactorily addressed on the resubmitted form DSA 5-PI or DSA 5-IPI (when applicable).

WITHDRAWAL OF APPROVAL AND/OR CERTIFICATION: The DSA field engineer observes the project inspector's performance of code-prescribed duties during the course of construction. IR A-8 describes the required duties and responsibilities of the project inspector. Failure to perform duties as required may result in the withdrawal of approval and/or certification of the project inspector. Should the school district terminate the inspector's employment prior to project completion, the school district shall confer with DSA and provide the basis for termination. The architect or structural engineer in general responsible charge shall obtain DSA approval of a replacement project inspector prior to continuation of construction work.

REFERENCES:

California Code of Regulations Title 24
Part 1: California Administrative Code
Sections 4-211, 4-238, 4-333, 4-333.1 and 4-341
California Health and Safety Code, Section 16017
California Education Code, Sections 17311 and 81143

This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K-12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at www.dgs.ca.gov/dsa/publications at the time of project application submittal to DSA are considered applicable.

PROJECT INSPECTOR AND ASSISTANT INSPECTOR DUTIES AND PERFORMANCE: 2016, 2013, 2010, and 2007 CAC

Disciplines:	Structural	History:	Revised 10-03-07
		Revised 05-23-16	Revised 05-16-07
		Revised 07-17-13	Revised 06-01-06
		Revised 08-09-12	Revised 01-28-02
		Revised 11-03-08	Issued 01-01-99 as IR 17-2

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

Purpose: This Interpretation of Regulations (IR) provides clarification of specific Code requirements related to the duties of project inspectors and assistant inspectors.

Background: There are three types of inspectors who may perform code-required inspections on DSA projects:

- **Project Inspector** - is responsible for ensuring that all code-prescribed inspections and administrative duties are completed, including supervision of assistant inspectors and monitoring of special inspectors. The DSA certified Class 1 project inspector may utilize one or more assistant inspectors to assist in performing inspection and administrative duties on a project.
- **Assistant Inspector** - may be required to assist a DSA certified Class 1 project inspector by providing inspection and administrative assistance to the project inspector on a project. An assistant inspector must be qualified by obtaining DSA certification as a project inspector. Qualified assistants must be approved by DSA for each project as explained in *IR A-12: Assistant Inspector Approval: 2016, 2013, 2010 and 2007 CAC*.
- **Special Inspector** - a specially qualified person utilized, where required by code, to inspect specific aspects of the work, such as structural steel welding or masonry construction. A special inspector may be hired by the laboratory of record or through an independent contract with the school district or owner. Refer to *IR 17-4: Basics of Structural Tests and Special Inspections* and *IR 17-6: Structural Special Inspector Duties and Responsibilities* for additional information.

1. REQUIRED DUTIES OF THE PROJECT INSPECTOR: The project inspector must perform specific duties in accordance with California Administrative Code (CAC), Title 24, Part 1 (Sections 4-211, 4-219, 4-333 and 4-342). The project inspector acts under the direction of the design professional in general responsible charge and is subject to supervision by DSA. The project inspector does not have the authority, under Title 24, to direct the contractor in the execution of the work or to stop the work of construction.

The project inspector's responsibilities include:

- A thorough understanding of all requirements of the construction documents.
- Inspection of all portions of the construction for compliance with the requirements of the DSA approved construction documents.
- Identification, documentation, and reporting of deviations using form *DSA 154: Notice of Deviations / Resolution of Deviations* in the construction from the requirements of the DSA approved construction documents.
(Refer to DSA Procedure *PR 13-01: Construction Oversight Process* for additional information.)

- Submittal of interim and final verified reports (forms *DSA 152: Project Inspector Card* and *DSA 6-PI: Project Inspector Verified Report*, respectively; *DSA 152-IPI: In-Plant Inspector Inspection Card / Verified Report* for in-plant inspector) per PR 13-01. At the conclusion of the project any outstanding deviations must be noted on the form *DSA 6-PI* or, for the in-plant inspector, *In-Plant Inspector Inspection Card/Verified Report* (form *DSA 152-IPI*).

Lack of compliance with the duties described above, the next section below, or detailed in PR 13-01 may result in a non-compliance recording on the Project Inspector Performance Review (form *DSA 119: Project Inspector Verified Report*.) The project inspector is prohibited from performing functions associated with actual construction work such as the following:

- Performing construction work.
- Ordering or purchasing materials.
- Directing the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work.
- Coordinating or scheduling the construction work.
- Performing "quality control" of construction. Quality control is the responsibility of the contractor. Quality assurance is the responsibility of the inspector.

The project inspector may perform duties for the school district or owner that are not code-prescribed as long as such duties do not interfere with inspection duties. It is the inspector's responsibility to report all ancillary duties to DSA, the design professional in general responsible charge, and the structural engineer. The inspector shall also report unforeseen time demands that are impacting, or will impact, his or her ability to perform code-prescribed duties.

DSA may approve a project inspector when, in the opinion of DSA, these ancillary duties would not create a conflict of interest. DSA may withhold approval of a project inspector or withdraw approval at any time if the appearance of a conflict of interest arises.

2. SEVEN CATEGORIES OF CODE-PRESCRIBED DUTIES OF THE PROJECT

INSPECTOR: The code-prescribed duties of the project inspector have been organized into the following seven categories.

2.1 CATEGORY 1 - Inspector's Job File: The inspector must maintain the following records at the job site during construction in an organized, readily accessible manner:

1. DSA approved (stamped and initialed) plans and specifications (printed copy).
2. DSA approved testing and inspection list (form *DSA 103: List of Required Structural Tests and Special Inspections*). The *DSA 103* may be incorporated into drawings or specifications (printed copy).
3. DSA approved deferred submittals as required by DSA approved plans (printed copy).
4. DSA approved project addenda and revisions (printed copies) with identification marks made on the original DSA approved construction documents indicating changes made by these documents.
5. DSA approved construction change documents Category A with a log of all construction changes and identification marks made on the original DSA approved construction documents indicating changes made by these documents.
6. Project Inspection Card (form *DSA 152*) and, when applicable, form *DSA 152-IPI*.

7. Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.) accepted by applicable design professionals.
8. Communication log referencing all significant project construction related communications, such as contractor's requests for information (RFI), responses to RFIs, DSA communications (field trip notes, etc.), architect's supplemental instructions, information bulletins, and project related meeting minutes and/or notes.
9. Deviation notices using form DSA 154 with a log (summary record) indicating resolution status for each deviation. Notice of resolution of deviations using form DSA 154.
10. Records of concrete placing operations.
11. Evidence of continuous inspection, such as daily inspection reports.
12. Both structural/materials and fire/life safety testing reports as well as special inspection reports.
13. Identification of responsible groups/individuals, including the project inspector, for both structural/material and fire/life safety related tests and special inspections.
14. Completed semi-monthly reports (form DSA 155: *Project Inspector Semi-Monthly Report and Instructions*).
15. Verified reports from all parties required to file verified reports.
16. DSA field trip notes (form DSA 135: *Field Trip Note* or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
17. California Building Standards Codes (Title 24) applicable to the project, such as the following: Part 1 CAC; Part 2, Volumes 1 and 2 CBC; Part 3 California Electrical Code (CEC); Part 4 California Mechanical Code (CMC); Part 5 California Plumbing Code (CPC); Part 6 California Energy Code. The code edition must be as referenced on the DSA approved plans and specifications. The project inspector should have access to applicable structural referenced standards as needed for particular project inspection activity.
18. Any other documents required to provide a complete record of construction.

The job file records listed above may be maintained in paper (i.e., hard copy) and/or electronic format, unless otherwise specified above. If any records are maintained electronically, full viewing access shall be given to the school district, DSA personnel and others needing access. The Project Inspector Performance Review (form DSA 119) provides guidance for required recordkeeping and duties. It may be used by the DSA field engineer, per Section 3.1 of this IR. At the completion of the project, the project inspector shall transfer the job file, with the exception of building codes and reference standards, to the school district, which shall maintain the job file as part of the permanent school district records. If the project inspector is, for any reason, terminated prior to the completion of the project, they shall ensure transfer of the job file. This occurrence requires the project inspector to personally provide a copy of the entire job file (with the exception of building codes and standards) to the assuming project inspector and to the school district. A copy of the entire job file shall be made available to DSA upon request (refer to PR 13-01 for additional information).

- 2.2 CATEGORY 2 - Inspector's Comprehension of the Construction Documents:** The project inspector must study and fully comprehend the requirements of the construction documents in order to provide competent inspection of the work. It is necessary for the inspector to possess a thorough understanding of the requirements of the plans and specifications *before* that portion of the work is performed.

The inspector must:

- Consult the responsible design professional(s) to resolve any uncertainties in the inspector's comprehension of or seeming errors in the approved construction documents prior to construction of that portion of the work.
- Review requirements for each phase of the construction with the contractor prior to commencing that phase of the work. Good communications will prevent construction errors from occurring.
- Readily identify noncompliant work as the construction progresses to facilitate prompt corrective action.
- Verify code compliant implementation of both the structural/materials and fire/life safety testing as well as the special inspection program.

CAC, Title 24, Part 1, Section 4-343, specifies that the contractor must direct inquiries regarding document interpretation (including Requests for Information (RFI)) to the design professional in general responsible charge, through the inspector. This code provision requires the contractor to involve the inspector in the interpretation and clarification of the construction documents.

- 2.3 CATEGORY 3 - Continuous Inspection of the Work:** Continuous inspection means complete and timely inspection of every part of the work, including any and all work beyond the inspected structural, fire/life safety or accessibility portions of the work, such as mechanical, electrical, plumbing, etc. Title 24, Part 1 requires prompt inspection of all the work as it progresses. Title 24, Part 1 also requires that prompt verbal notification be made to the contractor of any deviation so that the deviation can be immediately corrected. Use DSA 154 to report structural, fire/life safety or accessibility deviations that do not receive immediate corrective action. Use DSA 155, Section B on page 2, to report deviations affecting other work.

Work such as concrete work or masonry work, which can be inspected only as it is placed, requires the constant presence of the inspector. Certain types of work which can be completely inspected after the work is installed may be carried out while the inspector is not present, provided that the inspector promptly identifies and reports all deviations.

The project inspector must have personal knowledge of the construction obtained through the project inspector's own physical inspection of the work in all stages of its progress. When special inspectors or approved assistant inspectors are used on a project, the project inspector's personal knowledge may include that knowledge obtained from these individuals. The project inspector must keep a log of time spent on site and report any unforeseen time demands that are impacting or will impact his or her ability to perform code-prescribed duties.

- 2.4 CATEGORY 4 - Records of Inspections:** The inspector must maintain detailed records of all inspections. The inspector's records must provide comprehensive and timely documentation of the inspected work, promptly identifying all compliant and noncompliant construction. These records must be readily accessible and maintained in an organized manner as described in Section 2.1. The following are the inspection records that must be maintained at the job site:

- A systematic record of all materials and assemblies accepted by the applicable design professional (when applicable) and delivered to the project site.
- A systematic record of the inspection of all work required by the approved construction documents, including any modifications to the originally approved documents, such as approved addenda, revisions, or construction change documents. Marking properly completed work on a set of construction documents is a recommended method of verifying that the requirements of the plans and specifications have been met. The inspector must also record the resolution of reported deviations on form DSA 154.
- Construction procedure records per CAC, Title 24, Part 1, Section 4-342, including but not limited to, concrete placement operations and other records specified on the approved construction documents.
- Log of project inspector's and assistant inspector's time spent on site. DSA may require verification from the inspector of time spent at the job site during all phases of the work. The project inspector's maximum cumulative total number of hours permitted on one or more simultaneous projects must not exceed approximately 60 hours per week without justification and notification to districts in which all simultaneous projects occur. Refer to *IR A-7: Inspector Certification and Approval* for additional information.

2.5 CATEGORY 5 - Communications Required of the Inspector: The inspector must, during the course of construction, provide specific code-prescribed notices and reports to the responsible design professional(s), DSA, the school district, and the contractor. The inspector must maintain records of all communications. These records must be readily accessible (as noted in Section 2.1) and maintained in an organized manner. The date and recipients of all communications must be clearly indicated.

The inspector is required to provide the following communications during the course of a construction project:

2.5.1 Notifications to DSA: As required by CAC, Title 24, Part 1, Section 4-342 (b) 5 (see form *DSA 151: Project Inspector Notifications* and PR 13-01), including start of work, minimum 48 hours prior to completion of foundation trenches, minimum 48 hours prior to first concrete placement, and when work is suspended for more than one month.

Note: For the start of work, the project inspector shall use the date the contractor mobilizes on the project site to begin construction (or demolition, if demolition work is included in the project scope and in the DSA approved construction documents).

Notifications shall be made using form DSA 151 and submitted electronically as prescribed in PR 13-01.

2.5.2 Inspector's Semi-Monthly Reports: (See CAC, Title 24, Part 1, Section 4-337). The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The semi-monthly report must be completed on the form DSA 155 and submitted in accordance with the procedures described in PR 13-01.

2.5.3 Deviation Notices: (See CAC, Title 24, Part 1, Section 4-342(b) 8.) When the inspector identifies deviations from the DSA approved plans and specifications, the inspector must verbally notify the contractor. If the deviation is not immediately corrected, the inspector is required to promptly issue a written notice

of deviation (form DSA 154) to the contractor and submitted electronically as prescribed in PR 13-01. The project inspector shall contact DSA by email at least 48 hours prior to scheduled work covering up uncorrected deviations. The status and resolution of all deviations must be documented on semi-monthly reports (form DSA 155).

2.5.4 Record of Communications to the Responsible Design Professional(s): All uncertainties in the inspector's or contractor's comprehension of or identification of seeming errors in the documents must be reported in writing (email is acceptable) to the responsible design professional(s).

2.5.5 Reporting for Projects with Work Stoppage: This may be required in cases where DSA issues a Stop Work Order, Order to Comply or a request for district/owner to stop work in accordance with *IR A-13: Stop Work and Order to Comply*. DSA may issue specific instructions to the project inspector for additional reporting and/or oversight of construction related to a documented noncompliant condition that is the cause of work stoppage.

2.5.6 Verified Reports: (refer to CAC Title 24, Part 1, Section 4-336). The project inspector shall submit verified reports (form DSA 6-PI and, when applicable, DSA 152-IPI) directly to DSA, the responsible design professional(s) and the school district as described in PR 13-01.

The PI must also communicate to applicable parties how they addressed issues noted in communications (e.g., field trip notes, notifications, telephone calls, emails, letters, etc.) from DSA representatives or design professionals.

2.6 CATEGORY 6 - Inspector's Monitoring of Both the Structural/Materials and Fire/Life Safety Testing and Special Inspection Program: The inspector is responsible, under the direction of the design professional in general responsible charge, for monitoring the work of the laboratory of record (LOR) and any special inspectors and other technicians hired directly by the school district to ensure that all structural/materials and fire/life safety testing and special inspections required for the project are satisfactorily completed in accordance with the DSA approved documents. Those special inspections prescribed by Chapter 17A of the 2013 CBC Title 24, Part 2, which are performed by the project inspector, require detailed daily inspection reports by the project inspector.

The project inspector must monitor the following aspects of the structural/material and fire/life safety related testing and special inspection program:

- When DSA approval for special inspectors is required for district-employed special inspectors, the project inspector must identify and report any special inspectors on the job site that are not DSA approved on form DSA 155. The project inspector must contact the design professional in general responsible charge and/or the school district to resolve this as soon as possible.
- The project inspector must verify that the LOR is included on the [List of DSA Accepted Testing Laboratories](#) on the DSA website and is qualified to perform the project tests and inspections. If there are tests or inspections the LOR is not qualified to perform, the project inspector must contact the design professional in general responsible charge and/or the school district to resolve this as soon as possible.
- The project inspector must verify that the LOR and special inspectors have received sufficient advance notification to perform the required material sampling or special inspection.

- The project inspector is responsible for verifying that all required material sampling, structural and fire/life safety related tests and special inspections have been performed. The project inspector is also responsible to verify special inspector's possession of valid certifications for the work being inspected. The project inspector is also responsible to monitor any special inspector's on-site presence, performance of duties, the special inspector's documentation of complying and noncomplying work, and issuance of deviation notices.
- The project inspector is responsible for reviewing all structural/materials and fire/life safety related test and special inspection reports. The project inspector must report on semimonthly reports (DSA 155) the status and resolution of deviations (form DSA 154) reported by any LOR or special inspector.

Refer to IR 17-4 and IR 17-6 for additional information.

- 2.7 CATEGORY 7 - Monitoring of Assistant Inspectors:** The project inspector must provide technical guidance to assistant inspectors and must verify the assistant inspectors' comprehension of the construction documents. The project inspector must also monitor the assistant inspectors' performance, verifying that the assistant inspectors are properly checking the construction, recording inspections, and performing other assigned duties.

The project inspector must ensure that any assistant inspector is performing the duties indicated on the assistant inspector's approved form *DSA 5-A1: Assistant Inspector Qualification and Approval*. See IR A-12.

The project inspector must provide continuous onsite supervision of all assistant inspectors.

- 3. DSA OVERSIGHT:** Each DSA regional office has field engineers who conduct oversight of the project through review of documents and construction site visits. Each site visit typically includes the following:

- Monitoring of the project inspector's administration and documentation of project activities
- Observation of construction
- Documentation of site visit findings using DSA field trip notes (form DSA 135).

- 3.1 Project Inspector Performance Review:** The DSA field engineer may evaluate the project inspector's performance of code required duties for and administration of the project using the Project Inspector Performance Review (form DSA 119.) The purpose of the performance review is as follows:

- To verify:
 - Continuous inspection of all work, including any portion performed by assistant inspectors.
 - Comprehension of the DSA approved construction documents.
 - Proper oversight of the testing and inspection program.
 - Proper communications/notifications to DSA and others as well as response to or appropriate action taken based on prior DSA communications.
 - Completeness of the project inspector's records as described in the job file list in Section 2.1.

- To communicate:
 - With the project inspector and responsible design professional regarding the project inspector's performance.
 - Any project documentation or other issues during construction, such as project inspector's proper noting and communication of deviations and their resolutions, to facilitate timely project certification.

The form DSA 119 is a project record which is maintained in DSA project files as well as posted both in DSA's electronic submittal system ([DSAbbox](#)) and the [Project Inspector Performance Review Box](#). At the completion of a project, form Project Inspector Performance Record (form *DSA 180: Project Inspector Performance Record*) will be completed and posted to these same locations.

3.2 Observation of Construction by DSA: The DSA field engineer conducts a site walk to make observations as necessary to ascertain that inspections have been completed diligently. During the site visit, the DSA field engineer may provide guidance to the project inspector, as needed, to ensure enforcement of the CAC and approved construction documents.

3.3 DSA Field Trip Notes: At the conclusion of the site visit, the DSA field engineer issues a field trip note (form DSA 135) as described in PR 13-01. The field trip note indicates any findings by the field engineer that require action by the project inspector and/or the design professional(s) to ensure project compliance with Field Act requirements. The field trip note may include informational comments, including construction status and guidance given to the project inspector. The field trip note becomes a part of the DSA project records.

REFERENCES:

California Code of Regulations (CCR) Title 24

Part 1: California Administrative Code (CAC)


Sections 4-211, 4-212, 4-214, 4-219, 4-240, 4-241, 4-242, 4-333, 4-333.1, 4-334, 4-336, 4-337, and 4-342

California Health and Safety Code, Sections 16017 and 16021


California Education Code, Sections 17309, 17311, 81141 and 81143

This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K-12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at www.dgs.ca.gov/dsa/publications at the time of project application submittal to DSA are considered applicable.

II. 53. RATIFY Service Agreement No. 202122-276 with Erin Bentley Consulting to provide Gallup Engagement and Strengths training, coaching and consulting for District staff from August 1, 2021 through June 30, 2022. 

Supporting Documents

 scan1236

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

SERVICE AGREEMENT
Agreement No. 202122-276

THIS AGREEMENT made and entered into this 7 of September, 2021 by and between E. Bentley Consulting, 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.

Gallup Engagement and Strengths training, coaching, and consulting.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 150 per hr / \$1500 per class, not to exceed \$ 50,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins August 1, 2021 and will terminate on or before June 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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: Angel Kellogg
(562)469-6521/akellogg@dusd.net

SERVICE PROVIDER

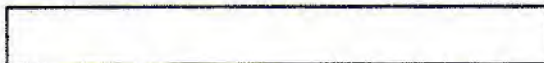
Name: E. M. Bentley
Dept.:
Address: 8290W. Clubhouse Lane
Boise, ID 83714
Contact: E. Bentley
Phone/email: 2088909894 embentleyconsulting@gmail.com

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

DISTRICT

SERVICE PROVIDER

DOWNEY UNIFIED SCHOOL DISTRICT

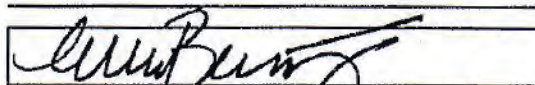


Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: October 5, 2021



Signature

Print Name: E. M. Bentley

Print Title: Owner / Consultant

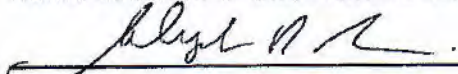
Date: 09/07/2021

District use only below line

Account Number to be Charged: 010-03000,0-00000-74000-5804-7560390

Alyda R. Mir, Assistant Superintendent, Certificated Human Resources

Name and Title of Site Administrator-Please print



Signature of Site Administrator

9-20-2021


Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 202122-276

Page 4 of 4

II. 54. APPROVE Agreement No. 202122-245 with BMI Imaging Systems, Inc. to provide microfilm/fiche scanning services to the Financial Services and Student Services Departments from September 8, 2021 through June 30, 2022. 

Supporting Documents



scan1237

**INDEPENDENT CONTRACTOR AGREEMENT FOR
NON-CONSTRUCTION SERVICES**

This Independent Contractor Agreement ("Agreement") is made as of October 5, 2021, between the **Downey Unified School District** ("District") and BMI Imaging Systems ("Contractor"). The District and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District _____
Imaging of microfilm/fiche. See attached proposal

services, as described above, if extra space is needed, attach as Exhibit A "Scope of Work" (SOW). The SDW falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

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

2. **Term.** Contractor shall commence providing Services under this Agreement on October 5, 2021, and shall continue through June 30, 2022 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.

3. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.

4. **Compensation.** District compensation to the Contractor shall not exceed _____ Dollars (\$26,948.50), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. **CalSTRS/CalPERS:** If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.

5. **Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

6. **Independent Contractor.** The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

7. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

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

- 14.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate, and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another contractor. If the expense, fees, and costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District.

- 14.2 Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

- 14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

- 15. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

16. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

16.1. General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

16.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising out of performing any portion of the Services by Contractor.

16.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor Parties who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

16.4. ☒ [REQUIRED IF BOX CHECKED] Professional Liability Insurance. One Million Dollars (\$1,000,000) for professional liability insurance as appropriate to Contractor's profession, coverage to continue through the Term plus two (2) years thereafter.

16.5. ☐ [REQUIRED IF BOX CHECKED] Abuse and Molestation Insurance. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate that shall protect the Contractor and the District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Contractor.

16.5.1 ☐ Contractor and the Contractor Parties, if any, shall only have limited or no contact with District students (as determined by District) and will be supervised at all times during the Term of this Agreement then Abuse/Molestation Insurance will not required at this time.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

16.6. Other Insurance Provisions:

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

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

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

19.Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:

19.1. All site visits shall be arranged through the District;

19.2. Contractor and Contractor Parties shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

19.3. Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;

19.4. Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District;

19.5. Contractor and Contractor Parties shall not use student restroom facilities; and

19.6. If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

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

If to District

Downey Unified School District
ATTN: Darren Purselove,
Director of Purchasing & Warehouse
11627 Brookshire Avenue
Downey, CA 90241
FAX: (562) 469-6515
EMAIL: dpurselove@dusd.net

If to Contractor

Name: BMI Imaging
ATTN: Jake Walker
ADDRESS: 1115 E Arques Ave
Sunnyvale, CA 94085
FAX:
EMAIL: jwalker@bmiimaging.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

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

22.No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

- 23. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 24. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.
- 25. Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, Los Angeles County, having competent jurisdiction of the dispute. Disputes may be determined by mediation, if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claim presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 26. Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
- 27. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

Agreement No. 202122-245

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

DISTRICT:

Date: _____

Downey Unified School District

SIGNATURE

Christina Aragon
Associate Superintendent, Business
Services

CONTRACTOR:

Date: _____

Company: BMI Imaging Systems

William Whitney

SIGNATURE

William Whitney

PRINT NAME

CEO

PRINT TITLE

Information regarding Contractor:

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

Contact Name: _____ Title: _____

Address: _____ Email: _____

Phone: _____

District use only below line

Account number to be charged: 01.0-00000.0-00000-73000-5890-7547770 50%
01.0-00000.0-00000-31300-5890-7457770

Robert Jagielski, Ed.D., Sr. Director, Student Safety, Wellness and Engagement

Name and Title of site Administrator – Please print

Signature

Date

Signature of Program Director ONLY if using categorical funds

Date

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

A. ☒ Contractor and the Contractor Parties, if any, will **always only have supervised or no contact with District students (as determined by District)** during the Term of this Agreement.

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

Date: October 5, 2021

District Representative's Name and Title: _____

District Representative's Signature: _____

B. ☐ The following Contractor Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

☐ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

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

District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

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

Date: Sept 23, 2021

Name of Contractor: BMI IMAGING SYSTEMS INC

Signature: 

Representative's Name and Title: WILLIAM WHITNEY CEO

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

END OF DOCUMENT



August 31, 2021

Katrina,

Thank you for contacting BMI Imaging Systems for your microfiche scanning project. We appreciate the opportunity to offer you our services and are confident we will provide you with the quality end product you are seeking.

Since 1958, BMI has been recognized for its expertise in microfilm and document conversion services. BMI's reputation has led to conversion projects from the following Schools in CA within the last few years:

Cerritos College, Santa Ana College, USC, UCLA, Fullerton College, Cal State LA, East Whittier School District, Newark School District, Long Beach State, and many more.

Employees that handle Student Records have all passed rigorous background checks conducted by the FBI as part of BMI's NIST compliance recognition. In addition, Student Records are kept safe in a vaulted area when not on the production floor for scanning. Only employees with the NIST distinction are allowed in the scanning rooms.

The following is a summary of the material to be scanned for the Downey Unified School District ("Customer") and includes the BMI's assumptions for the project:

- Material to be scanned includes roughly 2,985 COM microfiche and 587 rolls of 16mm microfilm.
- Documents will be converted to digital images in 300 dpi.
- Conversion services are to be performed at a BMI CA facility.
- Target output format is grayscale.

Please do not hesitate to contact me if you have any questions.

Regards,

A handwritten signature in blue ink, appearing to read "Jake Walker".

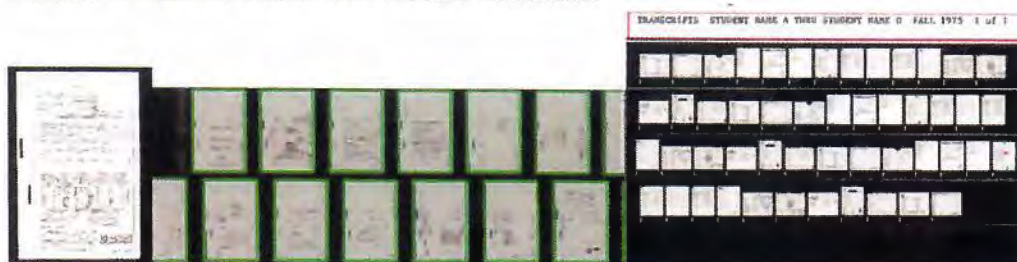
Jake Walker
(800) 488-3456 x406
jwalker@bmiimaging.com



Scope of Work

- The Customer will arrange for the transportation of the material to BMI's Sunnyvale Facility for processing and scanning. BMI will take responsibility/liability of the microfiche once the material arrives at BMI's facility. The declared value of the material, while in the care of BMI, is not to exceed \$200,000.
- Each box of material will be logged into the BMI job control and tracking system. Each box of documents is assigned a unique job number and unique box numbers. Barcoded labels defining the job number and box numbers are printed and affixed to the boxes. The BMI job control and tracking system provides the location to any batch of documents in the conversion process while providing BMI with a management a tool for controlling document flow, labor content and performance of the digital imaging production operations.
- BMI will scan the microfiche/microfilm at 300dpi into grayscale PDF images. Image manipulation (if needed) will be billed an additional \$55/hr (mirrored images, badly deskewed images, dual polarity within a fiche, etc.).
- Each fiche will constitute one multi-page PDF file. Fiche will be labeled based on the fiche title strip. If PII exists on the fiche title strip, additional charges will apply.
- Each roll of microfilm will constitute one multi-page bitonal PDF file and one folder (grayscale) with single page PDF images labeled in sequential order.
- Each roll of microfilm will be indexed based on the roll label.
- BMI will utilize a subcontractor to assist in framing the images on the microfiche and the indexing of the fiche titles and roll labels of microfilm. At no time will the microfiche/microfilm ever leave BMI's facility and the subcontractor will NOT be provided with images that contain legible content.

The images below illustrate an enlarged section of a strip of images sent to the subcontractor. The low resolution image is unreadable. The image in the middle is an illustration of the actual tool used to frame the images. The portion in red on the last image is what is provided to the indexers to index the title of each sheet of microfiche.



- e. Digital data will be uploaded to a secure FTP. Files can then be uploaded to the DocuShare system.
 - Data on BMI's FTP/SFTP sites will be permanently removed no earlier than 90 days from the date the file was uploaded to the FTP/SFTP site.



- BMI will notify Customer via email as data is loaded to the FTP/SFTP site.
- f. At the completion of the project, all material will be returned to the Customer at the Customer's expense. Material will be returned in the same boxes and in the same order it was received.

At an additional cost, the Customer may elect to have a BMI return the material.

PROJECT PRICING


Student Services Department	Estimated Volume	Unit Price	Total Price
Conversion from Microfilm	365 rolls	\$23/roll	\$8,395
Conversion from COM Microfiche	1,434 fiche	\$3.50/fiche	\$5,019
Indexing Microfiche Title Strips	1,434 fiche	---	Included
FTP Transfer of Data	1	\$750	\$750
Project Management/Set Up Fee	1	\$750	\$750
Project Total			\$14,914

Financial Services Department	Estimated Volume	Unit Price	Total Price
Conversion from Microfilm	222 rolls	\$23/roll	\$5,106
Indexing Microfilm Labels	222 rolls	---	Included
Conversion from COM Microfiche	1,551 fiche	\$3.50/fiche	\$5,428.50
Indexing Microfiche Title Strips	1,551 fiche	---	Included
FTP Transfer of Data	1	\$750	\$750
Project Management/Set Up Fee	1	\$750	\$750
Project Total			\$12,034.50

Note regarding transportation:

A BMI driver is available to pick up the material on September 21st, 2021. The cost for this service is \$300.

During the course of the project, BMI may be required to provide, or the Customer may request, additional services beyond the Scope of Work as outlined in this document. If additional services are required or requested, BMI will inform the Customer of such services and any associated fees prior to proceeding.

II. 55. RATIFY the Clinical Practicum Agreement between California State University, Northridge (CSUN) and Downey Unified School District effective August 1, 2021 through July 30, 2026. 

Supporting Documents



scan1238



CALIFORNIA
STATE UNIVERSITY
NORTHRIDGE

CLINICAL PRACTICUM AGREEMENT

This Agreement is between Downey Unified School District ("Practicum Site") and The Trustees of the California State University on behalf of California State University, Northridge ("University"), and is effective as of August 1, 2021.

A. Clinical Site is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a fully accredited program offering a **Master of Science Degree in the field of Speech Language Pathology and a Clinical Doctorate Degree in the field of Audiology (AuD)**. The speech-language pathology graduate program is accredited under the standards of the Council on Academic Accreditation of the American Speech-Language-Hearing Association (ASHA). The audiology program has been granted "formal developing status" under the Accreditation Commission for Audiology Education (ACAE) accrediting body. CSUN is accredited by The Western Association of Schools and Colleges (WASC).

C. The purpose of this agreement is to provide the graduate training for the Master of Science in Communication Disorders and Sciences, the Speech Language Pathology Assistant Fieldwork Program, and/or the Clinical Doctorate degree in Audiology. The parties will both benefit by making a clinical training program ("Program") available to University students at the Clinical Site.

The parties agree as follows:

I. UNIVERSITY'S RESPONSIBILITIES

A. Student Application. The student shall file an Application for Clinical Privileges. Pertinent information, which shall include the student's name, address, and telephone number, shall be sent to the clinical site. Clinical Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the clinical site supervisor of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Department Faculty. University shall assign members of the department's faculty or University's Clinical Director or University's Distance Learning Coordinator to provide professional mentoring and advice to the Clinical Site's Program Supervisor through the term of this agreement in order to assist in the education of the student.

D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

- 1) Complying with Clinical Site's clinical and administrative policies, procedures, rules and regulations;
- 2) Arranging for his/her own transportation and living arrangements;
- 3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Clinical Site;
- 4) Maintaining the confidentiality of patient information.
 - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.
 - b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
 - c) Clinical Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
- 5) Complying with Clinical Site's dress code and wearing name badges identifying themselves as students.
- 6) Insurance requirements. See Section 5, Paragraph B.

F. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Clinical Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

II. CLINICAL SITE RESPONSIBILITIES

A. Clinical Experience. Clinical Site shall accept from University the student and shall provide the student with supervised clinical experience, meeting the BOP requirement and any state licensure laws, as applicable.

B. Records and Evaluations. Clinical Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Clinical Site may request that University withdraw from the program any student whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Clinical Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical or surgical care to any student.

E. Clinical Site's Confidentiality Policies. As trainees, students shall be considered members of Clinical Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Clinical Site shall provide students with substantially the same training that it provides to its regular employees.

F. Clinical Supervisor Requirements. Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

- 1) Allocation of sufficient time to directly observe a minimum of twenty five (25) percent of treatment and assessment sessions of a client or groups of clients by the student during the supervised practicum.
- 2) Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion periodically during the course of supervision.
- 3) Allocation of sufficient time for the Clinical Site Supervisor to communicate with the University's Distance Learning Clinical Director.
- 4) Allocation of specific time in order to be present at the clinical site during the period that the student will be providing clinical services under this agreement.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF UNIVERSITY AND CLINICAL SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Clinical Site's "workforce" for purposes of HIPAA compliance.

V. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Clinical Site. University shall provide Clinical Site with evidence of the insurance required under this paragraph upon request of the Clinical Site. University shall promptly notify Clinical Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. Student Insurance. School shall require that during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than \$1 million each claim, \$3 million policy aggregate, on a claim made basis including three (3) years extended reporting period. In addition, University shall require that student procures and maintains in force health insurance coverage throughout the term of the student's clinical practica at the Clinical Site.

C. Clinical Site Insurance. Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as

required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to University. Clinical Site shall provide University with evidence of the insurance required under this paragraph upon request of the University. Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Clinical Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Clinical Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Clinical Site's sole negligence, or in proportion to the Clinical Site's comparative fault.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph F, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

I. Pediatric Placements. All distance learning program pediatric placement contracts will incorporate Exhibit A as part of this agreement.

J. Clinical Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Clinical Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Clinical Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Clinical Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Clinical Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the Communication Disorders and Sciences Program of that fact.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY

California State University, Northridge
Purchasing & Contract Administration
18111 Nordhoff Street
Northridge, CA 91330-8231

Phone: 818-677-2069

Email: mariamelissa.atienza@csun.edu

Signature By: _____

Name: Maria Melissa Y. Atienza
Title: Contracts Specialist, Purchasing &
Contract Administration

Date: _____


CLINICAL SITE

Downey Unified School District
Print Name of Site
11627 Brookshire Avenue
Print Street Address

Downey, CA 90241
Print City and State

Phone #: 562.469.6542

E-Mail almir@dusd.net

Signature By: 

Print Name: Alyda R. Mir

Print Title: Assistant Superintendent

Date: October 5, 2021


Department of Communication Sciences & Disorders

College of Health and Human Development

18111 Nordhoff Street

Northridge, CA 91330-8279

Attn: Rosie Quezada, Diana Cabral, Sarah Cathcart, Odette Arman,
Janice Woolsey, Laura Ballan, Lindsay Cockburn

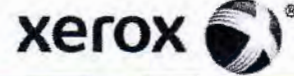
II. 56. RATIFY Master Lease Schedule and Service Agreement with Xerox Financial Services, LLC/MRC for a 48-month lease on a Xerox Model B9100 multi-function printer/copier for the District Communication Center, at the monthly lease rate of \$1,321.70, and cost-per-copy cost of \$0.0039 per copy, from October 1, 2021 through September 30, 2025. 

Supporting Documents



scan1239

MASTER LEASE SCHEDULE – Fair Market Value



Lease Agreement Number:		Dealer Name: SoCal Office / MRC Smart Technologies	
LESSEE INFORMATION			
Full Legal Name Downey Unified School District		DBA	
Billing Address 11627 Brookshire Avenue		City Downey	State CA ZIP Code 90241-4999
Phone 562-469-6531	Contact Name Darren Pursglove	Contact Email dpursglove@dusd.net	Lessee PO# (Optional) PO2W-220000000808
EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
1	B9100 with Oversized Hi-Cap Feeder and Booklet Maker Finisher		
Equipment Location (if different from Billing Address)			
TERM, PAYMENT AND PURCHASE OPTION INFORMATION			
Term (in Months): 1,321.70 plus the interim Period, if any		Monthly Lease Payment: \$ 48 , plus applicable Taxes	
Down Payment Received: \$			
Purchase Option : Fair Market Value			
LESSEE ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH HEREIN AND ON PAGES 1 AND 2 OF THE LEASE.			
Authorized Signer X	Date September 16, 2021	Federal Tax ID # (Required) 95-6006586	
Print Name Christina Aragon	Title (Indicate President, Partner, Proprietor, etc.) Associate Superintendent		
LESSOR ACCEPTANCE			
Accepted By: Xerox Financial Services LLC	Name and Title	Date	
TERMS & CONDITIONS			

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



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

Service Agreement

CUSTOMER INFO

SHIP TO
Name Downey Unified School District
Address 11627 Brookshire Avenue
City Downey
State CA ZIP 90241
Phone 562-469-6531

BILL TO
Name Downey Unified School District
Address 11627 Brookshire Avenue
City Downey
State CA ZIP 90241
Phone 562-469-6633

SERVICED DEVICES

Make / Model	Serial Number	Starting Meter BW/CLR	Location / Notes
Xerox / B9100			Communication Center

See Schedule A for more devices.

AGREEMENT DETAILS

Device Group	Monthly Allowance	Payment	Overage Rate	Included items
BW Production	\$0,000		0.0039	All inclusive (no staples)

Notes / Special Instructions

MRC invoices the Lease and the Overages

Base Billing Monthly Term 48
Overage Billing Quarterly Total \$0.00 Start End

METER COLLECTION

MRC 360 APP
☒ Accept installation Name Melissa Caggiano Phone 562-469-6500
☐ Decline Email

CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE, PARTS, AND SUPPLIES, UNLESS OTHERWISE STATED HEREIN, FOR THE EQUIPMENT LISTED ON THE ATTACHED SCHEDULE A ("EQUIPMENT") IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH IS ATTACHED HERETO (TOGETHER, THIS "AGREEMENT"). PAPER, LABELS, TRANSPARENCIES, OR STAPLES ARE NOT INCLUDED. THE AGREEMENT TERM STARTS ON THE LATER OF THE DATE ON WHICH NEW EQUIPMENT IS INSTALLED BY MRC OR THE CUSTOMER SIGNATURE DATE BELOW. BY SIGNING, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO.

AUTHORIZATION

Company Downey Unified School District
Authorized Signature _____
Print name Christina Aragon
Title Associate Superintendent Date 09/16/21

MRC Smart Technology Solutions

MRC Authorized Signature _____
Print name _____
Title _____ Date _____



SERVICE AGREEMENT TERMS AND CONDITIONS

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

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

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

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

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

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

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

Customer Initials _____

MRC Initials _____

8. **SOFTWARE LICENSE.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.

9. **SOFTWARE SUPPORT.** Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.

10. **WARRANTY.** You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

11. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

12. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

13. **ASSIGNMENT.** Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.

14. **NOTICES.** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail,

15. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

16. **FAX/ELECTRONIC EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

17. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.


18. **REPLACEMENT GUARANTEE.** Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.

19. **CANCELLATION CLAUSE.** To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remaining balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

Customer Initials



MRC Initials

II. 57. APPROVE Change Order #1 to Bid #20/21-02, Replacement of Roofs on Buildings R, S, and Y at Downey High School with Danny Letner, dba Letner Roofing Co., Orange, in the amount of \$5,940.00, to be charged to Deferred Maintenance Funds. 

Supporting Documents



scan1240

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: REPLACEMENT OF ROOFS ON BUILDINGS R, S, AND Y AT DOWNEY
HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Bid #20/21-02 for the replacement of roofs on buildings R, S, and Y at Downey High School, which received Board approval to award on June 15, 2021.

The above change reflects a less than 1% increase to the contract due to changes and/or additions to the project, which includes changing a 5" box gutter to a 8-1/2" round gutter at the request of the Director, M.O.T. Services, which was not part of the original plans and specifications.

The increase associated with the above change is \$5,940.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Bid #20/21-02, Replacement of Roofs on Buildings R, S, and Y at Downey High School, with Danny Letner, dba Letner Roofing Co., Orange, in the amount of \$5,940.00, to be charged to Deferred Maintenance Funds.

II. 58. APPROVE Change Order #1 to Bid #20/21-05, Asphalt Replacement Work at Price Elementary School and Warren High School, with Century Paving, Inc., La Mirada, in the amount of \$14,050.00, to be charged to Deferred Maintenance Funds. 

Supporting Documents



scan1241

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ASPHALT REPLACEMENT WORK AT PRICE ELEMENTARY SCHOOL
AND WARREN HIGH SCHOOL

ACTION ITEM


Board of Education approval is requested for Change Order #1 to Bid #20/21-05 for asphalt replacement work being performed at Price Elementary School and Warren High School, which received Board approval to award at the meeting of June 1, 2021.

The above change reflects a 9% increase to the contract due to changes and/or additions to the project, which includes additional paving under a cargo container, and the disposal of old paving materials, at the request of the Director, M.O.T. Services, which was not part of the original plans and specifications.

The increase associated with the above change is \$14,050.00, and covers costs associated with all materials and labor to complete the project.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Bid #20/21-05, Asphalt Replacement Work at Price Elementary School and Warren High School, with Century Paving, Inc., La Mirada, in the amount of \$14,050.00, to be charged to Deferred Maintenance Funds.

II. 59. APPROVE Change Order #3 to Purchase Order PO1-20*239, Division of the State Architect Inspection Services for the Sussman Middle School Modernization/New Construction project, with Knowland, Inc., Rancho Palos Verdes, in the amount of \$17,344.80, to be charged to Measure O Bond Funds. 

Supporting Documents



scan1242

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purselove, Director, Purchasing and Warehouse

SUBJECT: DIVISION OF THE STATE ARCHITECT (DSA) INSPECTION SERVICES
FOR SUSSMAN MIDDLE SCHOOL MODERNIZATION/NEW
CONSTRUCTION

ACTION ITEM

Board of Education approval is requested for Change Order #3 to Purchase Order PO1-20*239 for DSA required inspection services for the modernization/new construction work being performed at Sussman Middle School.

The above change reflects a 4.3% increase to the contract due to an unanticipated change to the project completion date, which has changed from August 8, 2021 to September 30, 2021.

The increase associated with the above change is \$17,344.80, and covers costs associated with remaining inspection work to complete and close out the project.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #3 to Purchase Order PO1-20*239, Division of the State Architect (DSA) Inspection Services for the Sussman Middle School Modernization/New Construction project, with Knowland, Inc., Rancho Palos Verdes, in the amount of \$17,344.80, to be charged to Measure O Bond Funds.

II. 60. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-159, installation of new high/low voltage electrical underground wiring at Sussman Middle School, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$39,989.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



scan1243

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purselove, Director, Purchasing and Warehouse
SUBJECT: INSTALLATION OF HIGH/LOW VOLTAGE UNDERGROUND
ELECTRICAL AT SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-159 for the installation of new high/low voltage electrical underground wiring for temporary classroom buildings at Sussman Middle School, which received ratification at the meeting of August 3, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-159, installation of new high/low voltage electrical underground wiring at Sussman Middle School, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$39,989.00, to be charged to Measure O Bond Funds, and;

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

II. 61. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-185 for interior painting of classrooms K-81 and K-82 at the Downey Adult School with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$14,500.00, to be charged to Adult School Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



scan1244

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INTERIOR PAINTING OF ROOMS K-81 AND K-82 AT DOWNEY ADULT SCHOOL

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-185 for interior painting of classrooms K-81 and K-82 at the Downey Adult School, which received ratification at the Board meeting of September 7, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-185 for interior painting of classrooms K-81 and K-82 at the Downey Adult School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$14,500.00, to be charged to Adult School Funds, and;

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

II. 62. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-193 to install television equipment at Rio Hondo Elementary School with Avidex Industries, LLC, Lake Forest, in the final amount of \$3,210.95, to be charged to Capital Outlay Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 

Supporting Documents



scan1245

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF TELEVISION EQUIPMENT AT RIO HONDO
ELEMENTARY SCHOOL

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-193 to install television equipment at the Rio Hondo Elementary School, which received ratification at the meeting of September 7, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-193 to install television equipment at Rio Hondo Elementary School with Avidex Industries, LLC, Lake Forest, in the final amount of \$3,210.95, to be charged to Capital Outlay Funds, and;

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

II. 63. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-208 to furnish and install new fencing and slide gates at Columbus High School with McCullah Fence Co., Bell Gardens, in the final amount of \$16,810.00, to be charged to CTE Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 

Supporting Documents



scan1246

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: FURNISH AND INSTALL NEW FENCING AT COLUMBUS HIGH SCHOOL

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-208 to furnish and install new fencing and slide gates at Columbus High School, which received Board ratification at the meeting of September 7, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-208, to furnish and install new fencing and slide gates at Columbus High School with McCullah Fence Co., Bell Gardens, in the final amount of \$16,810.00, to be charged to CTE Funds, and;

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

II. 64. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-211 for interior painting of interior hallways of Building "C" at Downey High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$14,850.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 

Supporting Documents



scan1247

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INTERIOR PAINTING OF INTERIOR HALLWAYS OF BUILDING "C" AT
DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-211 for interior painting of classroom the first and second floor hallways of Building "C" at Downey High School, which received approval at the meeting of September 7, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-211 for interior painting of interior hallways of Building "C" at Downey High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$14,850.00, to be charged to Restricted Maintenance Funds, and;

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

II. 65. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-231 to furnish and install a used DSA portable classroom building at Downey High School, with Unified Modular Corporation, Corona, in the final amount of \$55,156.50, to be charged to Capital Outlay Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



scan1248

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse
SUBJECT: INSTALLATION OF USED DSA CLASSROOM AT DOWNEY HIGH SCHOOL

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-231 to furnish and install a used DSA portable classroom building at Downey High School, which received Board approval at the meeting of September 7, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-231, to furnish and install a used DSA portable classroom building at Downey High School, with Unified Modular Corporation, Corona, in the final amount of \$55,156.50, to be charged to Capital Outlay Funds, and;

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

II. 66. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-233 for tree trimming services at Doty Middle School with George's Tree & Landscape Service, Downey, in the final amount of \$2,700.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 

Supporting Documents



scan1249

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: TREE TRIMMING AT DOTY MIDDLE SCHOOL

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-233 for the trimming of three trees at Doty Middle School, which received Board ratification at the meeting of September 7, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-233 for tree trimming services at Doty Middle School with George's Tree & Landscape Service, Downey, in the final amount of \$2,700.00, to be charged to Measure O Bond Funds, and;

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

II. 67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-236 for the installation of District-supplied carpeting and tile flooring at the Pace Education Center with WW Painting & Construction Solutions, Inc., Riverside, in the final amount of \$16,088.00, to be charged to Capital Outlay Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 

Supporting Documents



scan1250

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purselove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF DISTRICT-SUPPLIED CARPETING AND TILE
FLOORING AT THE PACE EDUCATION CENTER

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-236 for the installation of District-supplied carpeting, tile, and cove base materials at the Pace Education Center, which received ratification at the meeting of September 7, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-236 for the installation of District-supplied carpeting and tile flooring at the Pace Education Center with WW Painting & Construction Solutions, Inc., Riverside, in the final amount of \$16,088.00, to be charged to Capital Outlay Funds, and;

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

II. 68. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-237 for the installation of District-supplied carpeting at Gallatin Elementary School with WW Painting & Construction Solutions, Inc., Riverside, in the final amount of \$4,088.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 

Supporting Documents



scan1251

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF DISTRICT-SUPPLIED CARPETING AT GALLATIN
ELEMENTARY SCHOOL

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-237 for the installation of District-supplied carpeting in room 8 at Gallatin Elementary School, which received ratification at the meeting of September 7, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-237 for the installation of District-supplied carpeting at Gallatin Elementary School with WW Painting & Construction Solutions, Inc., Riverside, in the final amount of \$4,088.00, to be charged to Deferred Maintenance Funds, and;

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

II. 69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-357 to furnish and install new doors at Gallatin Elementary School with Montgomery Hardware Co., Rancho Cucamonga, in the final amount of \$27,215.23, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 

Supporting Documents



scan1252

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PURCHASE AND INSTALLATION OF NEW DOORS AT GALLATIN
ELEMENTARY SCHOOL

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-357 to furnish and install new doors at Gallatin Elementary School, which received Board ratification at the meeting of June 1, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-357, to furnish and install new doors at Gallatin Elementary School with Montgomery Hardware Co., Rancho Cucamonga, in the final amount of \$27,215.23, to be charged to Restricted Maintenance Funds, and;

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

II. 70. 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. 

Supporting Documents



scan1253

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: DECLARE OBSOLETE/AUTHORIZE SALE OF OBSOLETE DISTRICT PROPERTY

ACTION ITEM

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

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

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

SUPERINTENDENT'S RECOMMENDATION:

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

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Custom Build Desktop			33053	Broken unable to repair
1	Custom Build Desktop			33224	Broken unable to repair
1	Apple Macbook			34330	Broken unable to repair
1	Microsoft Surface	Pro 8	23626251053	41600	Broken unable to repair
1	Apple iPad	7th generation		75938	Broken unable to repair
1	HP Printer	Laser Jet 1320n	CNRC67D0T8		Broken unable to repair
1	Apple iPad	2nd generation		32691	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC051184	37666	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBG301502A	965332	Broken unable to repair
1	Samsung Chromebook	XE303C12	HY3A91LG3091222	965257	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC055684	37534	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC04560W	37620	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05187R	37710	Broken unable to repair
1	Samsung Chromebook	XE303C12	HY3A911D930405D	953977	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05589M	37553	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC13026D	37627	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC13619A	37621	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05175P	37692	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC05188D	37618	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC13423K	37488	Broken unable to repair
1	Samsung Chromebook	XE303C12	HY3A91AG304243F	965283	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05166B	37715	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC13111L	37584	Broken unable to repair
1	Samsung Chromebook	XE303C12	HY3A911LG309125X	965280	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05022F	37714	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC09791L	37587	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC0543V	37460	Broken unable to repair
1	Samsung Chromebook	XE303C12	HY3A91LG309147J	965328	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05593R	37552	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05577N	37655	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC04590H	37588	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05168X	37712	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05150T	37717	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Samsung Chromebook	XE303C12	0UG99FBDC05504M	37459	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05094F	37676	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05530V	37512	Broken unable to repair
1	Samsung Chromebook	XE303C12	HY3A91AG304159K	965273	Broken unable to repair
1	Samsung Chromebook	XE303C12	HY3A91BF804727B		Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC13165N	37499	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05406Y	37463	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05125F	37709	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05176T	37684	Broken unable to repair
1	Samsung Chromebook	XE303C12	0GX591CGC12883H	47844	Broken unable to repair
1	Dell Chrombook 11	CB1C13	35MQYS5	33488	Broken unable to repair
1	Dell Chrombook 11	CB1C13	7S7PZ22	33881	Broken unable to repair
1	Dell Chrombook 11	CB1C13	FZ7PZ22	33876	Broken unable to repair
1	Dell Chrombook 11	CB1C13	5PMPY22	25934	Broken unable to repair
1	Dell Chrombook 11	CB1C13	CSMPY22	25923	Broken unable to repair
1	Dell Chrombook 11	CB1C13	GGFQY22	25823	Broken unable to repair
1	Dell Chrombook 11	CB1C13	BSJQY22	25879	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA002634200A07600	91881	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA0025320D38E7600	91855	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA0025522138F7600	91897	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA00263420A80D7600	91861	Broken unable to repair
1	Apple Macbook		w800538y8px	30678	Broken unable to repair
1	Apple Macbook		s450176r1fyn	31124	Broken unable to repair
1	Apple Macbook		sw8949yrn8pw	30582	Broken unable to repair
1	Dell Laptop	Latitude D620	JG11PD1	900948	Broken unable to repair
1	Dell Laptop	Latitude D620	604Z1D1	900949	Broken unable to repair
1	Dell Laptop	Latitude E5500	56LNYJ1	31226	Broken unable to repair
1	Dell Laptop	Latitude E5510	D3T9TP1	32277	Broken unable to repair
1	Dell Laptop	Latitude E6410	21P4XN1	932463	Broken unable to repair
1	Acer Laptop	Aspire 53-951	LXRSF03006148017A82000	32939	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC13037B	37610	Broken unable to repair
1	HP Laserjet Printer	P2055dn	cnb971153z		Broken unable to repair
1	HP Laserjet Printer	P2055dn	cnb9715531		Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	HP Laserjet Printer	P3015	VNB3122797	34740	Broken unable to repair
1	Apple Monitor			35656	Broken unable to repair
1	Apple Monitor			39824	Broken unable to repair
1	Apple iPad	7th generation		95784	Broken unable to repair
1	Desktop Computer			39263	Broken unable to repair
1	Desktop Computer			39259	Broken unable to repair
1	Desktop Computer			39255	Broken unable to repair
1	Desktop Computer			35037	Broken unable to repair
1	Desktop Computer			39260	Broken unable to repair
1	Desktop Computer			39262	Broken unable to repair
1	Desktop Computer			39270	Broken unable to repair
1	Desktop Computer			39257	Broken unable to repair
1	HP Laserjet Printer	4240n	CNRXC99018	27455	Broken unable to repair
1	HP All in one Desktop	TS7320PC	MXL22800v2		Broken unable to repair
1	Apple Macbook		C02MP8BTFD56	38640	Broken unable to repair
1	Apple Macbook		C02PJ4M9G3QC	41527	Broken unable to repair
1	Custom Build Desktop			54407	Broken unable to repair
1	Custom Build Desktop			3403	Broken unable to repair
1	Custom Build Desktop			33247	Broken unable to repair
1	Apple Macbook		C02L91CPFFT3	35419	Broken unable to repair
1	Apple Macbook		c02191cefft3	35426	Broken unable to repair
1	Dell Laptop	XPS	3H4CRY1	35449	Broken unable to repair
1	Dell Laptop	XP5	HGKFRY1	35455	Broken unable to repair
1	Dell Chrombook 11		GZXPY22	33351	Broken unable to repair
1	Dell Chrombook 11		HHNQ722	39541	Broken unable to repair
1	Dell Chrombook 11		6MYPY22	33356	Broken unable to repair
1	Dell Chrombook 11		H37Q722	39521	Broken unable to repair
1	Dell Chrombook 11		93P1WB2	49275	Broken unable to repair
1	Microsoft Surface	Pro 3	5464251153	45968	Broken unable to repair
1	Microsoft Surface	Pro 3	11953251053	41597	Broken unable to repair
1	Microsoft Surface	Pro 4	3937655153	46941	Broken unable to repair
1	Dell Laptop	XPS	2MKFRY1	35450	Broken unable to repair
1	Dell Laptop	XPS	HOYBRY1	35451	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple iPad		DMQK9CXC186		Broken unable to repair
1	Apple iPad		DMPTFE00HLFD		Broken unable to repair
1	Apple iPad		DMPY85KGJF8M		Broken unable to repair
1	Apple iPad		F9GZL9Q2MF3Q		Broken unable to repair
1	Apple iPad		DMP5CNZZG5W1		Broken unable to repair
1	Apple iPad		DMRLRP43FK10		Broken unable to repair
1	Apple iPad		DMRLRLUC2FK10		Broken unable to repair
1	Apple iPad		DMPYPPWPJF8M		Broken unable to repair
1	Apple iPad		DMPY2TPJF8M		Broken unable to repair
1	Apple iPad		DMQRKKC3G5VW		Broken unable to repair
1	Apple iPad		DMPYQNJ7JF8M		Broken unable to repair
1	Apple iPad		F9F55D5LFLMJ		Broken unable to repair
1	Dell Desktop	OPTIPLEX380	GRGHFQ1	35315	Broken unable to repair
1	Microsoft Surface	Surface 3	86864344953	40054	Broken unable to repair
1	Samsung Chromebook	XE303C2	HY3A91LG309207E	965299	Broken unable to repair
1	Samsung Chromebook		OUG99F8DC0500BM	37688	Broken unable to repair
1	Samsung Chromebook		OUG99F8DC05555Y	37644	Broken unable to repair
1	Samsung Chromebook		OMV891AJ311558L	590588	Broken unable to repair
1	Dell Chromebook 13		9X2B582	46849	Broken unable to repair
1	Dell Chromebook 13		8R2BF582	46572	Broken unable to repair
1	Dell Chromebook 13		9VT7F82	49075	Broken unable to repair
1	Dell chrombook 13		GG5L1C2	55372	Broken unable to repair
1	Dell Chromebook 11		86KX242	33850	Broken unable to repair
1	Dell Chromebook 11		9TDQY22	33372	Broken unable to repair
1	Custom Build Desktop		16135095802119	37360	Broken unable to repair
1	Custom Build Desktop		161420003500093	38709	Broken unable to repair
1	Dell Desktop	Optiplex 380	GB20NN1	31812	Broken unable to repair
1	Custom Build Desktop		16142003500051	38784	Broken unable to repair
1	Apple Macbook		w8949z1b8pw	30580	Broken unable to repair
1	Apple Macbook	Pro	c02pj4m9g3qc	41527	Broken unable to repair
1	Custom Build Desktop		1611b053600137	32786	Broken unable to repair
1	Custom Build Desktop		16142003500269	38794	Broken unable to repair
1	Custom Build Desktop		16223063300263	34686	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Custom Build Desktop		16142003500275	38781	Broken unable to repair
1	Custom Build Desktop		16142003500032	38773	Broken unable to repair
1	Custom Build Desktop		16222046500045	33012	Broken unable to repair
1	Custom Build Desktop		16123053900581	33018	Broken unable to repair
1	Custom Build Desktop		16222031800537	25137	Broken unable to repair
1	Custom Build Desktop		16142003500002	38768	Broken unable to repair
1	Custom Build Desktop		16142003500358	38782	Broken unable to repair
1	Apple Macbook	Pro	c02nf1cmg2qn	28870	Broken unable to repair
1	Custom Build Desktop		16118053600048	32824	Broken unable to repair
1	Custom Build Desktop		16123053900932	33116	Broken unable to repair
1	Custom Build Desktop		16222046500046	33124	Broken unable to repair
1	Custom Build Desktop		16222046500248	33195	Broken unable to repair
1	Dell Chromebook 13		FT452F2	59365	Broken unable to repair
1	Custom Build Desktop		16146124300456	47389	Broken unable to repair
1	Custom Build Desktop			47426	Broken unable to repair
1	Custom Build Desktop		16144181900657	48019	Broken unable to repair
1	Custom Build Desktop		16146124300476	47429	Broken unable to repair
1	Acer Laptop	Aspir-M5	NXM7FAA002335023237200		Broken unable to repair
1	Apple iPad		F9FD7C4RMDG1	94746	Broken unable to repair
1	Apple iPad		F9FD8GNZMDG4	95573	Broken unable to repair
1	Apple iPad		DMPD940XMDG1	92675	Broken unable to repair
1	Apple iPad		F9FD8L4MDG1	105162	Broken unable to repair
1	Apple iPad		F9FD94VTMDG4	97183	Broken unable to repair
1	Apple iPad		DMPD7A5NMDG1	96099	Broken unable to repair
1	Apple iPad		F9FD9DZZMDG4	106505	Broken unable to repair
1	Apple iPad		F9FD95YNMDG4	100528	Broken unable to repair
1	Custom Build Desktop		16144092700443	25711	Broken unable to repair
1	Apple iPad		F9FD94G9MDG4	110251	Broken unable to repair
1	Microsoft Surface	Pro 4	913155153	47052	Broken unable to repair
1	Custom Build Desktop		16144181900699	47430	Broken unable to repair
1	Microsoft Surface	surface book	20133571757	59585	Broken unable to repair
1	Custom Build Desktop		16123053900892	33145	Broken unable to repair
1	Custom Build Desktop		16222046500271	33171	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Custom Build Desktop		16123053900569	33099	Broken unable to repair
1	Microsoft Surface	Surfacebook	4859271457	59493	Broken unable to repair
1	Microsoft Surface	Surfacebook	5448770357	58640	Broken unable to repair
1	Microsoft Surface	Surfacebook	10856171757	59556	Broken unable to repair
1	Apple iPad		DMPCM4HVMG1	75939	Broken unable to repair
1	Apple iPad		F9FD8KFCMDG4	108879	Broken unable to repair
1	Custom Build Desktop		16226025400976	35037	Broken unable to repair
1	Microsoft Surface	Surfacebook	1610663157	58084	Broken unable to repair
1	Microsoft Surface	Surfacebook	6321263857	58080	Broken unable to repair
1	Microsoft Surface	Surfacebook	5241271457	59522	Broken unable to repair
1	Microsoft Surface	Surfacebook	5467670357	58642	Broken unable to repair
1	Apple iPad	Air 2	DLXQ5160G5VW	43505	Broken unable to repair
1	Apple iPad	7th generation	DMPZWNJRMF3Q	85528	Broken unable to repair
1	Apple iPad	4th generation	dmpk99uuf183	34872	Broken unable to repair
1	Microsoft Surface	Surfacebook	20133571757	59585	Broken unable to repair
1	Microsoft Surface	Surfacebook	21634571657	59549	Broken unable to repair
1	Microsoft Surface	Surfacebook	17041171457	59554	Broken unable to repair
1	Microsoft Surface	Surfacebook	7324570257	58630	Broken unable to repair
1	Microsoft Surface	Surfacebook	5592770357	58636	Broken unable to repair
1	Microsoft Surface	Surfacebook	5213371457	59495	Broken unable to repair
1	Microsoft Surface	Surfacebook	4186254457	58625	Broken unable to repair
1	Acer Chromebook	C740-C4PE	NXEF2AA002514095E47600	91866	Broken unable to repair
1	Dell Laptop	Latitude D630	7WKTCG1	900710	Broken unable to repair
1	Microsoft Surface	Pro 4	12825362753	47011	Broken unable to repair
1	Microsoft Surface	Pro 4	94405661953	51868	Broken unable to repair
1	Gateway Server	980		21927	Broken unable to repair
1	Gateway Server	980	36940400	26528	Broken unable to repair
1	Dell Server	PE2900		29160	Broken unable to repair
1	Dell Server	PE2950		29466	Broken unable to repair
1	Dell Server	PE2950		29158	Broken unable to repair
1	Gateway Server		39016214	27367	Broken unable to repair
1	Custom Build Desktop			33005	Broken unable to repair
1	Custom Build Desktop		16234066300071	35681	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Custom Build Desktop		16234006300179	35680	Broken unable to repair
1	Custom Build Desktop		1623400300174	35684	Broken unable to repair
1	Custom Build Desktop		1623400300306	35682	Broken unable to repair
1	Custom Build Desktop		16234066300168	35683	Broken unable to repair
1	Dell Desktop	Vostro 220s	4FZ3JK1	30158	Broken unable to repair
1	Dell Chromebook 13		FT452F2	59365	Broken unable to repair
1	Dell Chromebook 13		14552F2	59360	Broken unable to repair
1	Dell Chromebook 13		62552F2	59321	Broken unable to repair
1	Dell Chromebook 13		C51FPJ2	62995	Broken unable to repair
1	Dell Chromebook 13		9VT7F82	49075	Broken unable to repair
1	Dell Chromebook 13		8Z2B582	46849	Broken unable to repair
1	Dell Laptop	Latitude 3450	6BTPG22	47800	Broken unable to repair
1	Apple Macbook	Air	c021p0cqfh53	36936	Broken unable to repair
1	Apple Macbook	Pro	c02nf2cmg3qn	39980	Broken unable to repair
1	Custom Build Desktop		2594026014783	48560	Broken unable to repair
1	Apple Macbook	Pro	C02L90LAFFT3	35427	Broken unable to repair
1	Apple Macbook	Pro	C02S81MEG8WL	55125	Broken unable to repair
1	Apple Macbook	Pro	C02S81MHG8WL	55217	Broken unable to repair
1	Dell Laptop	Latitude E6520	JHC3BS1	968490	Broken unable to repair
1	Apple Macbook	Pro	c02191c9fft3	35422	Broken unable to repair
1	Dell Laptop	Latitude 3450	FDTPG22	47583	Broken unable to repair
1	Microsoft Surface	Surface book 2	5256375157	64707	Broken unable to repair
1	Dell Laptop	Latitude 3450	G0FBZ32	44809	Broken unable to repair
1	Dell Laptop	Latitude 3450	GTMPG22	47733	Broken unable to repair
1	Apple iMac		d25jw0y5dklh	34697	Broken unable to repair
1	Apple iMac		D25H817GDHJW	32826	Broken unable to repair
1	Dell Laptop	Latitude 3450	53NDZ32	45769	Broken unable to repair
1	Dell Laptop	Latitude 3450	5W7MG22	46906	Broken unable to repair
1	Dell Laptop	Latitude 3450	D2RQG22	47952	Broken unable to repair
1	Custom Build Desktop			58287	Broken unable to repair
1	Custom Build Desktop			58288	Broken unable to repair
1	Custom Build Desktop			58286	Broken unable to repair
1	Custom Build Desktop				Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple Macbook	Pro	C02L91CAFFT3	35413	Broken unable to repair
1	Apple Macbook	Pro	c02191c6fft3	35401	Broken unable to repair
1	Dell Laptop	Latitude E6530	2LGLK02	38134	Broken unable to repair
1	Apple Macbook	Pro	c02191bwfft3	35407	Broken unable to repair
1	Apple Macbook	Pro	c02mp8btf56	38640	Broken unable to repair
1	Computer Cart			48734	Broken unable to repair
1	Computer Cart			48734	Broken unable to repair
1	Apple Macbook	Pro	c02pj4mg3qc	41527	Broken unable to repair
1	Apple Macbook	Pro	C02QVB93G8WP	47126	Broken unable to repair
1	Apple Macbook	Pro	c02rh8aeg8wn	48875	Broken unable to repair
1	Computer Cart			48732	Broken unable to repair
1	Computer Cart			48702	Broken unable to repair
1	Apple Macbook	Pro	C02L91CBFFT3	35416	Broken unable to repair
1	Apple Macbook	Pro	c02mfkycf5v7	38047	Broken unable to repair
1	Apple Macbook	Pro	c02mp8h3fd56	38639	Broken unable to repair
1	Apple Macbook	Pro	c02191c8fft3	35405	Broken unable to repair
1	Apple Desktop	Mini	c07mxcj8dwly	39229	Broken unable to repair
1	Apple Macbook		4501213FYN	31603	Broken unable to repair
1	Apple Macbook		C1MHK4P0V13	34094	Broken unable to repair
1	Apple Macbook		W80511T7AGX	31948	Broken unable to repair
1	Apple Macbook		W80511T8AGX	31949	Broken unable to repair
1	Apple Macbook		W98194F2YA4	27571	Broken unable to repair
1	Apple Macbook		4H6480RKWGT	26805	Broken unable to repair
1	HP Printer		CND9D4MCDL	901418	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05115R	37724	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05595T	37536	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBG301632Y	965247	Broken unable to repair
1	Samsung Chromebook	XE303C12	HY3A91AG304340B	965266	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDB31253L	37336	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05091E	37733	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDB31214H	37354	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDB32205V	37323	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC12865Z	37556	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Samsung Chromebook	XE303C12	0UG88FBDC05523T	37494	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBD832244Z	37344	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBD832366H	37678	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05509Y	37545	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05081F	37739	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC12249A	37595	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05184F	37711	Broken unable to repair
1	Samsung Chromebook	XE303C12	HY2A81LG309116K	965244	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC08961B	37634	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC09719V	37572	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05508E	37590	Broken unable to repair
1	Samsung Chromebook	XE303C12	HY3A91LG301057W	965310	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05106D	37683	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBCG301576K	965285	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC09685W	37609	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC12526Y	37624	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05145N	37696	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC05153K	37577	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05157M	37749	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC05189B	37619	Broken unable to repair
1	Samsung Chromebook	XE303C12	hy3a91ag304337a	965319	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05163T	37722	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FCDC13517V	37599	Broken unable to repair
1	Samsung Chromebook	XE303C12	0ug99fbdc05488z	37483	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99fbdc05178D	37677	Broken unable to repair
1	Dell Chromebook 11		5ZDQY22	25799	Broken unable to repair
1	Dell Chromebook 11		9DXYN22		Broken unable to repair
1	Dell Chromebook 11		2L6QY22	25877	Broken unable to repair
1	Dell Chromebook 11		FGFQY22	25813	Broken unable to repair
1	Dell Chromebook 11		F1PPY22	25770	Broken unable to repair
1	Dell Chromebook 11		JXLQY22	33496	Broken unable to repair
1	Dell Chromebook 11		H8YPY22	25996	Broken unable to repair
1	Dell Chromebook 11		7VJQY22	25887	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Dell Chromebook 11		9JLQY22	33565	Broken unable to repair
1	Dell Chromebook 11		7QYPHY22	33340	Broken unable to repair
1	Dell Chromebook 11		DP1QY22	33518	Broken unable to repair
1	Dell Chromebook 11		2WLQY22	33457	Broken unable to repair
1	Dell Chromebook 11		3RMPY22	25920	Broken unable to repair
1	Dell Chromebook 11		52WNY22	25769	Broken unable to repair
1	Dell Chromebook 11		97GHB62	47245	Broken unable to repair
1	Dell Chromebook 11		3GPHB62	47192	Broken unable to repair
1	Dell Chromebook 11		1JVHB62	47107	Broken unable to repair
1	Dell Chromebook 11		7DPPY22	25776	Broken unable to repair
1	Dell Chromebook 11		4CTNB52	45441	Broken unable to repair
1	Dell Chromebook 11		D2GHB62	47237	Broken unable to repair
1	Dell Chromebook 11		1VVHB62	47212	Broken unable to repair
1	Dell Chromebook 11		GZPKB52	45391	Broken unable to repair
1	Dell Chromebook 11		1KJNB52	45437	Broken unable to repair
1	Dell Chromebook 11		5HKDB52	45318	Broken unable to repair
1	Dell Chromebook 11		BPVHB62	47168	Broken unable to repair
1	Dell Chromebook 11		9CHNB52	45454	Broken unable to repair
1	Dell Chromebook 11		1HVHB62	47183	Broken unable to repair
1	Dell Chromebook 11		BKPKB52	45343	Broken unable to repair
1	Dell Chromebook 11		2FL2B52	45425	Broken unable to repair
1	Dell Chromebook 11		CFVHB62	47215	Broken unable to repair
1	Dell Chromebook 11		BS1QY22	25948	Broken unable to repair
1	Dell Chromebook 11		FWXLZ22	25638	Broken unable to repair
1	Dell Chromebook 11		2SMQY22	33472	Broken unable to repair
1	Dell Chromebook 11		FQ1QY22	25968	Broken unable to repair
1	Dell Chromebook 11		4L5QY22	33674	Broken unable to repair
1	Dell Chromebook 11		CP5Q722	39514	Broken unable to repair
1	Dell Chromebook 11		8K1QY22	25981	Broken unable to repair
1	Dell Chromebook 11		1PMPY22	25927	Broken unable to repair
1	Dell Chromebook 11		7P1QY22	33541	Broken unable to repair
1	Dell Chromebook 11		DTJQY22	25878	Broken unable to repair
1	Dell Chromebook 11		1J6QY22	33610	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Dell Chromebook 11		97NPY22	25921	Broken unable to repair
1	Dell Chromebook 11		9HFQY22	33379	Broken unable to repair
1	Dell Chromebook 11		GR5QY22	33666	Broken unable to repair
1	Dell Chromebook 11		17NPY22	25900	Broken unable to repair
1	Dell Chromebook 11		146QY22	33670	Broken unable to repair
1	Dell Chromebook 11		HTDQY22	33359	Broken unable to repair
1	Dell Chromebook 11		5PYPY22	33297	Broken unable to repair
1	Dell Chromebook 11		4SDQY22	25830	Broken unable to repair
1	Dell Chromebook 11		9Q5QY22	33677	Broken unable to repair
1	Dell Chromebook 11		94FQY22	33365	Broken unable to repair
1	Dell Chromebook 11		D8LPY22	33602	Broken unable to repair
1	Dell Chromebook 11		11MQY22	33480	Broken unable to repair
1	Dell Laptop	Latitude E5510	2CZNTp1	32343	Broken unable to repair
1	Dell Laptop	Latitude E5510	75T9tp1	32311	Broken unable to repair
1	Gateway Laptop	M255	39002171	27294	Broken unable to repair
1	Gateway Laptop	M255	29002179	27288	Broken unable to repair
1	Custom Build Desktop		16226025400919	35044	Broken unable to repair
1	Custom Build Desktop		16234066300078	35582	Broken unable to repair
1	Custom Build Desktop		16226025401017	35051	Broken unable to repair
1	Custom Build Desktop		16118157000079	25114	Broken unable to repair
1	Custom Build Desktop		16141185500426	38748	Broken unable to repair
1	Custom Build Desktop		1623053900878	33104	Broken unable to repair
1	Dell Desktop	Optiplex 380	JCZQNM1	31649	Broken unable to repair
1	Custom Build Desktop		16123053901100	33042	Broken unable to repair
1	Custom Build Desktop		16141185500339	38735	Broken unable to repair
1	Dell Chromebook 13		4c2b582	46586	Broken unable to repair
1	Dell Chromebook 13		7kp1wb2	49413	Broken unable to repair
1	Dell Chromebook 13		6q2b582	46575	Broken unable to repair
1	Dell Chromebook 13		5hgk3c2	57982	Broken unable to repair
1	Dell Chromebook 13		f43b582	46757	Broken unable to repair
1	Dell Chromebook 13		26bs4c2	58194	Broken unable to repair
1	Dell Chromebook 11		C8YPY22	33286	Broken unable to repair
1	Dell Chromebook 11		7H1QY22	33536	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Dell Chromebook 11		93MPY22	25896	Broken unable to repair
1	Dell Chromebook 11		1FYPY22	33295	Broken unable to repair
1	Dell Chromebook 11		7WJQY22	33647	Broken unable to repair
1	Dell Chromebook 11		C4PPY22	25774	Broken unable to repair
1	Dell Chromebook 11		F3MQY22	33552	Broken unable to repair
1	Dell Chromebook 11		BJYPY22	33367	Broken unable to repair
1	Dell Chromebook 11		2VDQY22	33332	Broken unable to repair
1	Dell Chromebook 11		BQDQY22	33401	Broken unable to repair
1	Dell Chromebook 11		2QYPY22	33305	Broken unable to repair
1	Dell Chromebook 11		4QFQY22	33393	Broken unable to repair
1	Dell Chromebook 11		JH1QY22	33549	Broken unable to repair
1	Dell Chromebook 11		HP1QY22	33522	Broken unable to repair
1	Dell Chromebook 11		JVDQY11	33312	Broken unable to repair
1	Dell Chromebook 11		7QXLZ22	25673	Broken unable to repair
1	Dell Chromebook 11		H26QY22	33663	Broken unable to repair
1	Dell Chromebook 11		FPYPY22	33318	Broken unable to repair
1	Dell Chromebook 11		H2MQY22	33476	Broken unable to repair
1	Dell Chromebook 11		3QVX242	33875	Broken unable to repair
1	Dell Chromebook 11		GPVHB62	47260	Broken unable to repair
1	Dell Chromebook 11		8RIGB62	46193	Broken unable to repair
1	Dell Chromebook 11		82GHB62	47247	Broken unable to repair
1	Dell Chromebook 11		9GVHB62	47144	Broken unable to repair
1	Dell Chromebook 11		18GHB62	47231	Broken unable to repair
1	Dell Chromebook 11		7DVHB62	47109	Broken unable to repair
1	Dell Chromebook 11		FVHNB52	45435	Broken unable to repair
1	Dell Chromebook 11		FLVHB62	47111	Broken unable to repair
1	Dell Chromebook 11		9NFHB62	47236	Broken unable to repair
1	Dell Chromebook 11		9JXFK82	47478	Broken unable to repair
1	Dell Chromebook 11		BTVHB62	47214	Broken unable to repair
1	Dell Chromebook 11		JTVHB62	47219	Broken unable to repair
1	Dell Chromebook 11		9BVHB62	47108	Broken unable to repair
1	Dell Chromebook 11		8KXFK82	47498	Broken unable to repair
1	Dell Chromebook 11		6HXFK82	47491	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Dell Chromebook 11		5KWFK82	47469	Broken unable to repair
1	Dell Chromebook 11		40XFK82	47538	Broken unable to repair
1	Dell Chromebook 11		8GVHB62	47195	Broken unable to repair
1	Dell Chromebook 11		9CXFK85	47470	Broken unable to repair
1	Dell Chromebook 11		BFVNB52	45431	Broken unable to repair
1	Dell Chromebook 11		3FVHB62	47162	Broken unable to repair
1	Dell Chromebook 11		9YPKB52	45387	Broken unable to repair
1	Dell Chromebook 11		4XY2B52	45444	Broken unable to repair
1	Dell Chromebook 11		GSWFK82	47537	Broken unable to repair
1	Dell Chromebook 11		CGVHB62	47154	Broken unable to repair
1	Dell Chromebook 11		DMVHB62	47142	Broken unable to repair
1	Dell Chromebook 11		8KVHB62	47204	Broken unable to repair
1	Dell Chromebook 11		43Y2B52	45396	Broken unable to repair
1	Dell Chromebook 11		DLVHB62	47180	Broken unable to repair
1	Dell Chromebook 11		JJVHB62	47172	Broken unable to repair
1	Dell Chromebook 11		FXLFK82	47474	Broken unable to repair
1	Dell Chromebook 11		BDXFK82	47513	Broken unable to repair
1	Dell Chromebook 11		CGWFK82	47494	Broken unable to repair
1	Dell Chromebook 11		94XFK82	47532	Broken unable to repair
1	Dell Chromebook 11		J7XFK82	47534	Broken unable to repair
1	Dell Chromebook 11		26XFK82	47525	Broken unable to repair
1	Dell Chromebook 11		GDVHB62	47160	Broken unable to repair
1	Dell Chromebook 11		6PHHB62	47171	Broken unable to repair
1	Dell Chromebook 11		66JDB52	45350	Broken unable to repair
1	Dell Chromebook 11		8CGHB62	47222	Broken unable to repair
1	Dell Chromebook 11		G6XFK82	47519	Broken unable to repair
1	Dell Chromebook 11		JN07962	46470	Broken unable to repair
1	Dell Chromebook 11		B5VHB62	47185	Broken unable to repair
1	Dell Chromebook 11		83NPLF2	58552	Broken unable to repair
1	Dell Chromebook 11		B6XFK82	47487	Broken unable to repair
1	Dell Chromebook 11		7JvHB62	47145	Broken unable to repair
1	Microsoft Surface	Pro 4	25142770253	58772	Broken unable to repair
1	Microsoft Surface	Pro 3	58394651653	44633	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Microsoft Surface	Pro 3	85797644953	40050	Broken unable to repair
1	Microsoft Surface	Pro 4	49678162253	51580	Broken unable to repair
1	Microsoft Surface	Pro 4	1239662353	51575	Broken unable to repair
1	Microsoft Surface	Pro 4	83461654653	47035	Broken unable to repair
1	Microsoft Surface	Pro 3	11286351753	44710	Broken unable to repair
1	Microsoft Surface	Pro 4	99051455053	47057	Broken unable to repair
1	Microsoft Surface	Pro 4	8600755153	46987	Broken unable to repair
1	Microsoft Surface	Pro 3	87744544953	33992	Broken unable to repair
1	Microsoft Surface	Pro 4	101831755053	47049	Broken unable to repair
1	Microsoft Surface	Pro 4	98854155053	47021	Broken unable to repair
1	Microsoft Surface	Pro 3	11287251753	44709	Broken unable to repair
1	Microsoft Surface	Pro 4	28378762053	51861	Broken unable to repair
1	Microsoft Surface	Pro 3	57849251653	44703	Broken unable to repair
1	Microsoft Surface	Pro 4	22910762053	51849	Broken unable to repair
1	Microsoft Surface	Pro 3	37346553353	46186	Broken unable to repair
1	Microsoft Surface	Pro 3	45047151653	42314	Broken unable to repair
1	Microsoft Surface	Pro 3	85677244953	40051	Broken unable to repair
1	Microsoft Surface	Pro 4	3918755153	47069	Broken unable to repair
1	Microsoft Surface	Pro 3	86771644953	40018	Broken unable to repair
1	Microsoft Surface	Pro 3	3473851653	44673	Broken unable to repair
1	Microsoft Surface	Pro 4	3696455153	47060	Broken unable to repair
1	Microsoft Surface	Pro 3	46586642753	25398	Broken unable to repair
1	Microsoft Surface	Pro 4	3910155153	47070	Broken unable to repair
1	Microsoft Surface	Pro 3	52644751953	46085	Broken unable to repair
1	Microsoft Surface	Pro 3	48761251953	45510	Broken unable to repair
1	Microsoft Surface	Pro 3	15425451753	44654	Broken unable to repair
1	Microsoft Surface	Pro 4	92113561953	51845	Broken unable to repair
1	Microsoft Surface	Pro 4	14217662353	51572	Broken unable to repair
1	Microsoft Surface	Pro 4	20249462053	51880	Broken unable to repair
1	Microsoft Surface	Pro 4	88662555053	47025	Broken unable to repair
1	Microsoft Surface	Pro 3	86743744953	40046	Broken unable to repair
1	Microsoft Surface	Pro 3	58465751653	44648	Broken unable to repair
1	Microsoft Surface	Pro 3	46541151653	42533	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Microsoft Surface	Pro	25142770253	58775	Broken unable to repair
1	Dell Chromebook 11		6zdgy22	33333	Broken unable to repair
1	Dell Chromebook 11		dzlqy22	33479	Broken unable to repair
1	Dell Chromebook 11		436qy22	33653	Broken unable to repair
1	Dell Chromebook 11		279py22	25773	Broken unable to repair
1	Dell Chromebook 11		hh5qy22	33600	Broken unable to repair
1	Dell Chromebook 11		916qy22	33631	Broken unable to repair
1	Dell Chromebook 11		9k1qy22	33537	Broken unable to repair
1	Dell Chromebook 11		8wxlz22	25644	Broken unable to repair
1	Dell Chromebook 11		6m8py22	25772	Broken unable to repair
1	Dell Chromebook 11		8j5qy22	33685	Broken unable to repair
1	Dell Chromebook 11		21mqy22	33580	Broken unable to repair
1	Dell Chromebook 11		frjqy22	25866	Broken unable to repair
1	Dell Chromebook 11		1n1qy22	33505	Broken unable to repair
1	Dell Chromebook 11		4cpq722	39517	Broken unable to repair
1	Dell Chromebook 11		j36qy22	33688	Broken unable to repair
1	Dell Chromebook 11		7x3q400	39534	Broken unable to repair
1	Dell Chromebook 11		c39py22	25782	Broken unable to repair
1	Dell Chromebook 11		cnrdb52	45363	Broken unable to repair
1	Dell Chromebook 11		DSFHB62	47250	Broken unable to repair
1	Dell Chromebook 11		HSV7K42	46179	Broken unable to repair
1	Dell Chromebook 11		5HVHB62	47149	Broken unable to repair
1	Dell Chromebook 11		3NVHB62	47131	Broken unable to repair
1	Dell Chromebook 11		28t2b52	45443	Broken unable to repair
1	Dell Chromebook 11		fllg62	46196	Broken unable to repair
1	Dell Chromebook 11		4shdb52	45328	Broken unable to repair
1	Dell Chromebook 11		5wfhb62	47232	Broken unable to repair
1	Dell Chromebook 11		4lhdb52	45351	Broken unable to repair
1	Apple iPad		DKVMT07VDFHW	963754	Broken unable to repair
1	Apple iPad		sf5rklz7dfhw	963735	Broken unable to repair
1	Apple iPad		sf5xklkaadfhw	963740	Broken unable to repair
1	Apple iPad		sf5xkl77dfhw	963752	Broken unable to repair
1	Apple iPad		sf5rklzj7dfhw	963756	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple iPad		sf5rklzq4dfhw	963737	Broken unable to repair
1	Apple iPad		sf5xklgnwdfhw	963739	Broken unable to repair
1	Apple iPad		sf5rklzhxdfhw	963738	Broken unable to repair
1	Apple iPad		sf5rklzf1dfhw	963736	Broken unable to repair
1	Apple iPad		sdlxh9rzpdfhw	900928	Broken unable to repair
1	Apple iPad		sf5rklymrdfhw	963755	Broken unable to repair
1	Apple iPad		F6QP6030DFHW	963734	Broken unable to repair
1	Apple iPad		sf5rklzrqdfhw	963733	Broken unable to repair
1	Apple iPad		sf5xklkkddfhw	963749	Broken unable to repair
1	Apple iPad		sf5rklyq2dfhw	963741	Broken unable to repair
1	Apple iPad		sf5xklkmgdfhw	963750	Broken unable to repair
1	Apple iPad		sf5xklgnddfhw	963751	Broken unable to repair
1	Apple iPad		sf5xklezydfhw	963748	Broken unable to repair
1	Dell Chromebook		3S1QY22	25967	Broken unable to repair
1	Dell Chromebook		7VVHB62	47206	Broken unable to repair
1	Dell Chromebook		2WVHB62	47253	Broken unable to repair
1	Dell Chromebook		92MQY22	33467	Broken unable to repair
1	Dell Chromebook		8N1QY22	25949	Broken unable to repair
1	Dell Chromebook		DWTX242	33864	Broken unable to repair
1	Dell Laptop	Precision M4800	D51RM12	25318	Broken unable to repair
1	Dell Chrombook 11		2yxlz22	25664	Broken unable to repair
1	Dell Chromebook 11		29ppy22	25784	Broken unable to repair
1	Dell Chromebook 11		gsjqy22	25853	Broken unable to repair
1	Dell Chromebook 11		8n1qy22	25949	Broken unable to repair
1	Dell Chromebook 11		9r1qy22	25960	Broken unable to repair
1	Dell Chromebook 11		3s1qy22	25967	Broken unable to repair
1	Dell Chromebook 11		by4py22	33284	Broken unable to repair
1	Dell Chromebook 11		j8ypy22	33309	Broken unable to repair
1	Dell Chromebook 11		fxdqy22	33343	Broken unable to repair
1	Dell Chromebook 11		jylqt22	33456	Broken unable to repair
1	Dell Chromebook 11		535qy22	33464	Broken unable to repair
1	Dell Chromebook 11		92mqy22	33467	Broken unable to repair
1	Dell Chromebook 11		6x5qy22	33608	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Dell Chromebook 11		gf5qy22	33691	Broken unable to repair
1	Dell Chromebook 11		6s5qy22	33696	Broken unable to repair
1	Dell Chromebook 11		dwtx242	33864	Broken unable to repair
1	Dell Laptop	Latitude E5430	H1KBXW1	34851	Broken unable to repair
1	Dell Laptop	Latitude E5430	cbttsy1	35768	Broken unable to repair
1	Dell Laptop	Latitude E5430	7NYLSY1	35806	Broken unable to repair
1	Dell Laptop	Latitude E5430	2LZLSY1	35832	Broken unable to repair
1	Dell Laptop	Latitude E5430	CYYLSy1	35858	Broken unable to repair
1	Dell Laptop	Latitude E5430	7LXLSY1	35861	Broken unable to repair
1	Dell Laptop	Latitude E5430	h9ttsy1	35886	Broken unable to repair
1	Dell Laptop	Latitude E5430	jjttsy1	35899	Broken unable to repair
1	Dell Laptop	Latitude E5430	1cttsy1	35913	Broken unable to repair
1	Dell Laptop	Latitude E5430	DLXLSY1	35957	Broken unable to repair
1	Dell Laptop	Latitude E5430	9ZZLSY1	35979	Broken unable to repair
1	Dell Laptop	Latitude E5430	1VJNSY1	36042	Broken unable to repair
1	Dell Laptop	Latitude E5430	BLGNSY1	36079	Broken unable to repair
1	Dell Laptop	Latitude E5430	BHZ5VY1	36472	Broken unable to repair
1	Dell Laptop	Latitude E5430	6KZ5VY1	36473	Broken unable to repair
1	Samsung Chromebook	XE303c	0UG99FBDC05505N	37516	Broken unable to repair
1	Samsung Chromebook	XE303c	0UG99F8DC05538D	37538	Broken unable to repair
1	Samsung Chromebook	XE303c	0UG99FCDC12854E	37579	Broken unable to repair
1	Samsung Chromebook	XE303c	0UG99FCDC13055F	37589	Broken unable to repair
1	Samsung Chromebook	XE303c	0UG99FBDC05088D	37658	Broken unable to repair
1	Dell Laptop	Latitude E5550	3SN9L12	41081	Broken unable to repair
1	Dell Chromebook 11		22jdb52	45348	Broken unable to repair
1	Dell Chromebook 11		h1hdb52	45358	Broken unable to repair
1	Dell Chromebook 11		hkjdb52	45360	Broken unable to repair
1	Dell Chromebook 11		cwhnb52	45420	Broken unable to repair
1	Dell Chromebook 11		bpjnb52	45451	Broken unable to repair
1	Dell Chromebook 11		J396K42	46169	Broken unable to repair
1	Dell Chromebook 11		721C862	46290	Broken unable to repair
1	Dell Chromebook 11		4GVHB62	47134	Broken unable to repair
1			DJVHB62	47184	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Dell Chromebook 11		7VVHB62	47206	Broken unable to repair
1	Dell Chromebook 11		68FHB62	47249	Broken unable to repair
1	Dell Chromebook 11		2WVHB62	47253	Broken unable to repair
1	Dell Chromebook 11		BQVHB62	47256	Broken unable to repair
1	Dell Chromebook 7310		3GPQ582	47301	Broken unable to repair
1	Samsung Chromebook 2		OGX591CGC12733T	47847	Broken unable to repair
1	HP Laptop	probook360	5CG7281R4R	61220	Broken unable to repair
1	Microsoft Surface		21251374657	63496	Broken unable to repair
1	Dell Laptop	Latitude 3570	JSLYDP2	64479	Broken unable to repair
1	Dell Laptop	Latitude 3590	DKX3LP2	65032	Broken unable to repair
1	HP Laptop	probook360	5CG8344X75	68947	Broken unable to repair
1	HP Laptop	probook360	5CG9157FHG	70211	Broken unable to repair
1	HP Laptop	probook360	5cg9296kx0	73465	Broken unable to repair
1	Dell Laptop	Latitude D630	cnn6cg1	900726	Broken unable to repair
1	Acer Chromebook		NXEF2AA001509063E37600	91890	Broken unable to repair
1	Acer Chromebook		NXEF2AA002514095F37600	91893	Broken unable to repair
1	Acer Chromebook		NXEF2AA002551176517600	91901	Broken unable to repair
1	Samsung Chromebook	XE303c	hy3a91lg309154y	965249	Broken unable to repair
1	Samsung Chromebook	XE303c	0ug99fbg301512t	965253	Broken unable to repair
1	Samsung Chromebook	XE303c	hy3a91ag304200d	965313	Broken unable to repair
1	Samsung Chromebook	XE303c	0ug99fbg301533v	965316	Broken unable to repair
1	Samsung Chromebook	XE500C21	HG3691EC817403E	965133	Broken unable to repair
1	Samsung Chromebook	XE500C21	HG3691EC817428N	965132	Broken unable to repair
1	Dell Laptop	Latitude 56410	4MSX4Q1	932457	Broken unable to repair
1	Dell Laptop	Latitude E5520	D19s5s1	34023	Broken unable to repair
1	Custom Build Desktop		16128130301969	34989	Broken unable to repair
1	Dell Laptop	Latitude E5520	D19X5S1	34016	Broken unable to repair
1	Dell Laptop	Latitude E5520	D19C6S1	34022	Broken unable to repair
1	Dell Laptop	Latitude E6430	1DBPSW1	963989	Broken unable to repair
1	Dell Chromebook 11		5QYPY22	33352	Broken unable to repair
1	Dell Chromebook 11		d0Mqy22	33501	Broken unable to repair
1	Samsung Chromebook	XE303C12	0UG99FBDC05119D	37607	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA00253207D647600		Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Acer Chromebook	C740	NXEF2AA002514092387600	91859	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA002529008237600	91882	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA002551165A67600	91884	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA0025140965F7600	91874	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA002634232897600	91905	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA002552252007600	91908	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA0026331W2377600	91880	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA0026331E25F7600	91878	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA002532164277600	91863	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA00253207C0E7600	91875	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA00252900E547600	91895	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA0026331E20E7600	91907	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA002634058CF7600	91868	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA002532163FE7600	91876	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA002514096537600	91862	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA002514064927600	87447	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA0027070A3887600	91854	Broken unable to repair
1	Acer Chromebook	C740	NXEF1AA002512149FD7600	91857	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA00253207BF27600	91858	Broken unable to repair
1	Microsoft Surface	C740	35694152652	52160	Broken unable to repair
1	Microsoft Surface	C740	1322662052	51209	Broken unable to repair
1	Microsoft Surface	C740	60245452352	51079	Broken unable to repair
1	Microsoft Surface	C740	3203661752	51233	Broken unable to repair
1	Microsoft Surface	C740	4214361252	52158	Broken unable to repair
1	Microsoft Surface	C740	77704352052	51557	Broken unable to repair
1	Microsoft Surface	C740	42918452652	45080	Broken unable to repair
1	Microsoft Surface	C740	4397561852	51275	Broken unable to repair
1	Microsoft Surface	C740	4297661852	51246	Broken unable to repair
1	Microsoft Surface	C740	8057161852	51247	Broken unable to repair
1	Microsoft Surface	C740	6917561852	51250	Broken unable to repair
1	Microsoft Surface	C740	8044561852	51255	Broken unable to repair
1	Microsoft Surface	C740	104596354752	51243	Broken unable to repair
1	Microsoft Surface	C740	13963654152	51423	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Microsoft Surface	C740	3823561752	51242	Broken unable to repair
1	Microsoft Surface	C740	1538461852	51534	Broken unable to repair
1	Microsoft Surface	C740	10655454652	51403	Broken unable to repair
1	Microsoft Surface	C740	322754852	51637	Broken unable to repair
1	Dell Laptop	Latitude 3440	53NTD32	968745	Broken unable to repair
1	Dell Laptop	Latitude E5430	4BKBXW1	34858	Broken unable to repair
1	Custom Build Desktop		16234066300053	36260	Broken unable to repair
1	Dell Laptop	Latitude E6530	7SHFTZ1	37760	Broken unable to repair
1	Dell Laptop	Latitude E6530	7HMOV3X1	35094	Broken unable to repair
1	Panasonic Laptop	3E	SZSTL10IE2351406053	41985	Broken unable to repair
1	Panasonic Laptop	3E	5ZSTL1-IE2351406566	41961	Broken unable to repair
1	Panasonic Laptop	3E	SZSTL10IE2351404878	41963	Broken unable to repair
1	Panasonic Laptop	3E	SZSTL10IE2345100255	40523	Broken unable to repair
1	Dell Laptop	Latitude E5430	4CKLSY1	36144	Broken unable to repair
1	Microsoft Surface		227212552952	51720	Broken unable to repair
1	Microsoft Surface		8797461852	52204	Broken unable to repair
1	Dell Laptop	Precision M4800	CWTQM12	25296	Broken unable to repair
1	Dell Laptop	Precision M4800	HGORM12	25325	Broken unable to repair
1	Dell Laptop	Precision M4800	13VQM12	25324	Broken unable to repair
1	Dell Laptop	Precision M4800	85K8N32	41573	Broken unable to repair
1	Dell Laptop	Precision M4800	34VQM12	25323	Broken unable to repair
1	Dell Laptop	Precision M4800	6PORM12	25320	Broken unable to repair
1	Dell Laptop	Precision M4800	8TTQN12	25330	Broken unable to repair
1	Dell Laptop	Precision M4800	BVTQM12	25313	Broken unable to repair
1	Dell Laptop	Precision M4800	C5TQM12	25306	Broken unable to repair
1	Microsoft Surface		44312752352	51146	Broken unable to repair
1	Microsoft Surface		6734161752	52190	Broken unable to repair
1	Microsoft Surface		54715652652	48524	Broken unable to repair
1	Microsoft Surface		14006353452	48545	Broken unable to repair
1	Microsoft Surface		8255161752	51212	Broken unable to repair
1	Microsoft Surface		113217654752	51707	Broken unable to repair
1	Microsoft Surface		18090353452	48568	Broken unable to repair
1	Microsoft Surface		42254452652	48571	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Microsoft Surface		16109453452	48501	Broken unable to repair
1	Microsoft Surface		112117154752	51709	Broken unable to repair
1	Microsoft Surface		49116752652	48510	Broken unable to repair
1	Microsoft Surface		38100253352	48526	Broken unable to repair
1	Microsoft Surface		8941661852	52106	Broken unable to repair
1	Microsoft Surface		112106354752	51708	Broken unable to repair
1	Microsoft Surface		17390153452	48570	Broken unable to repair
1	Microsoft Surface		27293552652	48507	Broken unable to repair
1	Microsoft Surface		60703552352	51416	Broken unable to repair
1	Microsoft Surface		10002453452	52154	Broken unable to repair
1	Dell Desktop	Optiplex 380	18KKFQ1	32328	Broken unable to repair
1	Microsoft Surface		7950761852	52192	Broken unable to repair
1	Microsoft Surface		13364453452	48502	Broken unable to repair
1	Microsoft Surface		7579761852	51191	Broken unable to repair
1	Microsoft Surface		43518752352	52198	Broken unable to repair
1	Microsoft Surface		17377353452	48541	Broken unable to repair
1	Microsoft Surface		4095351252	50916	Broken unable to repair
1	Microsoft Surface		108547354752	51626	Broken unable to repair
1	Microsoft Surface		37886352652	48846	Broken unable to repair
1	Microsoft Surface		10492553452	48532	Broken unable to repair
1	Microsoft Surface		11361261652	50992	Broken unable to repair
1	Microsoft Surface		19520453452	48552	Broken unable to repair
1	Microsoft Surface		433766653252	57923	Broken unable to repair
1	Microsoft Surface		11421561852	52126	Broken unable to repair
1	Microsoft Surface		22747653552	48870	Broken unable to repair
1	Microsoft Surface		38750553352	48869	Broken unable to repair
1	Microsoft Surface		11565354652	51632	Broken unable to repair
1	Microsoft Surface		21321553552	48871	Broken unable to repair
1	Microsoft Surface		22655153552	48868	Broken unable to repair
1	Microsoft Surface		9254153452	48550	Broken unable to repair
1	Microsoft Surface		3762215345	48841	Broken unable to repair
1	Microsoft Surface		11101353452	48548	Broken unable to repair
1	Microsoft Surface		4665753452	48865	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Microsoft Surface		54517652652	48549	Broken unable to repair
1	Microsoft Surface		2671553452	48514	Broken unable to repair
1	Microsoft Surface		8338661752	50943	Broken unable to repair
1	Microsoft Surface		37378753452	48840	Broken unable to repair
1	Microsoft Surface		11430561852	52119	Broken unable to repair
1	Microsoft Surface		27819152652	52082	Broken unable to repair
1	Microsoft Surface		224006752952	52085	Broken unable to repair
1	Microsoft Surface		5878752852	45956	Broken unable to repair
1	Microsoft Surface		17743653452	48517	Broken unable to repair
1	Apple Macbook	Pro	C02H22ZSDV7P	32782	Broken unable to repair
1	Apple Macbook	Pro	C02GQ2G6DV7N	32648	Broken unable to repair
1	Apple Macbook	Pro	C1MMVW1DDTY3	38988	Broken unable to repair
1	Apple Macbook	Pro	C1MHK48EDV13	34122	Broken unable to repair
1	Apple Macbook	Pro	C1MMVSWJDTY3	39068	Broken unable to repair
1	Apple Macbook	Pro	W80153JWAGU	31063	Broken unable to repair
1	Apple Macbook	Pro	C02HK3XUDV7L	32951	Broken unable to repair
1	Apple Macbook	Pro	C02CX1ZLDC7C	34135	Broken unable to repair
1	Apple Macbook	Pro	C02KD6FLDTY3	35005	Broken unable to repair
1	Apple Macbook	Pro	C1MKCL8LDTY3	34936	Broken unable to repair
1	Apple Macbook	Pro	CPWN147HDTY3	25467	Broken unable to repair
1	Apple Macbook	Pro	C1MKCLEFDTY3	34928	Broken unable to repair
1	Apple Macbook	Pro	C1ML9V13DTY3	35997	Broken unable to repair
1	Apple Macbook	Pro	C1MHK36HDV13	34092	Broken unable to repair
1	Apple Macbook	Pro	C02FR3HFD8Y	32461	Broken unable to repair
1	Apple Macbook	Pro	CPWN147GDTY3	25462	Broken unable to repair
1	Apple Macbook	Pro	C02FR4XYDH2L	32472	Broken unable to repair
1	Apple Macbook	Pro	C1MKCKYADTY3	34921	Broken unable to repair
1	Apple Macbook	Pro	C1MMVW1MDTY3	39015	Broken unable to repair
1	Apple Macbook	Pro	C1MMVSEMDTY3	38943	Broken unable to repair
1	Apple Macbook	Pro	C1MMVSLUDTY3	39070	Broken unable to repair
1	Apple Macbook	Pro	C1MMVV45DTy3	39035	Broken unable to repair
1	Apple Macbook	Pro	C1MMVV7PDY3	38967	Broken unable to repair
1	Apple Macbook	Pro	CPWN148YDTY3	25474	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple Macbook	Pro	C1MMV5LZdy3	39066	Broken unable to repair
1	Apple Macbook	Pro	C1MN5RY3DTY3	25356	Broken unable to repair
1	Apple Macbook	Pro	C1MMVV80DTY3	38974	Broken unable to repair
1	Custom Build Desktop		16144092702177	39367	Broken unable to repair
1	Apple Macbook	Pro	C1MMJDVYDT3	38213	Broken unable to repair
1	Apple Macbook	Pro	C1MMVSTNDTY3	39075	Broken unable to repair
1	Apple Macbook	Pro	C1MMVV62DTY3	38963	Broken unable to repair
1	Apple Macbook	Pro	C1MMVV7CDTY3	38981	Broken unable to repair
1	Apple Macbook	Pro	C1MN1N72DTY3	25415	Broken unable to repair
1	Apple Macbook	Pro	C1MN1FUXDTY3	25451	Broken unable to repair
1	Apple Macbook	Pro	C1MMVV7EDTY3	38972	Broken unable to repair
1	Apple Macbook	Pro	C02L91CBFFT3	35416	Broken unable to repair
1	Apple Macbook	Pro	C02PJ4M9G3QC	41527	Broken unable to repair
1	Apple Macbook	Pro	C02L91CAFFT3	35413	Broken unable to repair
1	Apple Macbook	Pro	C02L91C6FFT3	35401	Broken unable to repair
1	Apple Macbook	Pro	C02L91BWFFT3	35407	Broken unable to repair
1	Apple Macbook	Pro	C1MMVVXSTDY3	39026	Broken unable to repair
1	Apple Macbook	Pro	C1MMVVSX4DTY3	39043	Broken unable to repair
1	Apple Macbook	Pro	C1MMVV26DTY3	39050	Broken unable to repair
1	Apple Macbook	Pro	CPWN149MDTY3	25502	Broken unable to repair
1	Apple Macbook	Pro	C1MN5GYMDTY3	25336	Broken unable to repair
1	Apple Macbook	Pro	CPWN147NDTY3	25461	Broken unable to repair
1	Apple Macbook	Pro	CPWN1484DTY3	25498	Broken unable to repair
1	Apple Macbook	Pro	C1MMVSVXDTY3	39076	Broken unable to repair
1	Apple Macbook	Pro	C02KD50ZDTY3	34999	Broken unable to repair
1	Apple Macbook	Pro	C1MMVSWXDTY3	39081	Broken unable to repair
1	Apple Macbook	Pro	C1MN1N6NDTY3	25448	Broken unable to repair
1	Apple Macbook	Pro	C1MPJNYSPTY3	44560	Broken unable to repair
1	Apple Macbook	Pro	C1MGVL1SDV13	32687	Broken unable to repair
1	Apple Macbook	Pro	CPWN149LDTY3	25486	Broken unable to repair
1	Apple Macbook	Pro	CPWN13JMDTY3	25717	Broken unable to repair
1	Apple Macbook	Pro	C1MMVW2DDTY3	38986	Broken unable to repair
1	Apple Macbook	Pro	C1MMVV4SDTY3	39030	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Custom Build Desktop			35740	Broken unable to repair
1	Custom Build Desktop		16124071600149	33225	Broken unable to repair
1	Custom Build Desktop		16123053901117	33030	Broken unable to repair
1	Custom Build Desktop		16123053901168	33039	Broken unable to repair
1	Custom Build Desktop		16222031800576	34282	Broken unable to repair
1	Apple iMac			31920	Broken unable to repair
1	Apple iMac			31002	Broken unable to repair
1	Apple iMac			31925	Broken unable to repair
1	Apple iMac			30981	Broken unable to repair
1	Apple iMac			31913	Broken unable to repair
1	Apple iMac			30993	Broken unable to repair
1	Apple iMac			31003	Broken unable to repair
1	Apple iMac			30988	Broken unable to repair
1	Apple iMac			29670	Broken unable to repair
1	Apple iMac			30984	Broken unable to repair
1	Apple iMac			31000	Broken unable to repair
1	Apple iMac			30982	Broken unable to repair
1	Apple iMac			30991	Broken unable to repair
1	Apple iMac			31907	Broken unable to repair
1	Apple iMac			31923	Broken unable to repair
1	Apple iMac			31939	Broken unable to repair
1	Apple iMac			30035	Broken unable to repair
1	Apple iMac			31908	Broken unable to repair
1	Apple iMac			31932	Broken unable to repair
1	Apple iMac			30995	Broken unable to repair
1	Apple iMac			31909	Broken unable to repair
1	Apple iMac			31912	Broken unable to repair
1	Apple iMac			29673	Broken unable to repair
1	Apple iMac			31916	Broken unable to repair
1	Apple iMac			31906	Broken unable to repair
1	Apple iMac			31922	Broken unable to repair
1	Apple iMac			31924	Broken unable to repair
1	Apple iMac			31905	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple iMac			31904	Broken unable to repair
1	Apple iMac			30070	Broken unable to repair
1	Apple iMac			31911	Broken unable to repair
1	Apple iMac			31919	Broken unable to repair
1	Apple iMac			31935	Broken unable to repair
1	Apple iMac			31937	Broken unable to repair
1	Apple iMac			31914	Broken unable to repair
1	Apple iMac			31934	Broken unable to repair
1	Apple iMac			31931	Broken unable to repair
1	Apple iMac			31910	Broken unable to repair
1	Apple iMac			27876	Broken unable to repair
1	Apple iMac			30092	Broken unable to repair
1	Apple iMac			31001	Broken unable to repair
1	Apple iMac			30989	Broken unable to repair
1	Apple iMac			30979	Broken unable to repair
1	Apple iMac			29689	Broken unable to repair
1	Apple iMac			30994	Broken unable to repair
1	Apple iMac			30985	Broken unable to repair
1	Apple iMac			30986	Broken unable to repair
1	Apple iMac			30996	Broken unable to repair
1	Apple iMac			21946	Broken unable to repair
1	Apple iMac			30983	Broken unable to repair
1	Apple iMac			29672	Broken unable to repair
1	Apple iMac			30980	Broken unable to repair
1	Apple iMac			30987	Broken unable to repair
1	Apple iMac			31930	Broken unable to repair
1	Apple iMac			30998	Broken unable to repair
1	Apple iMac			31918	Broken unable to repair
1	Apple iMac			30990	Broken unable to repair
1	Apple iMac			31921	Broken unable to repair
1	Apple iMac			30997	Broken unable to repair
1	Infocus Projector			47420	Broken unable to repair
1	Infocus Projector			44615	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Infocus Projector			42520	Broken unable to repair
1	Infocus Projector			34795	Broken unable to repair
1	Infocus Projector			54942	Broken unable to repair
1	Infocus Projector			54916	Broken unable to repair
1	Infocus Projector			54855	Broken unable to repair
1	Infocus Projector			54659	Broken unable to repair
1	Infocus Projector			55265	Broken unable to repair
1	Infocus Projector			54527	Broken unable to repair
1	Infocus Projector			54532	Broken unable to repair
1	Infocus Projector			54859	Broken unable to repair
1	Infocus Projector			54904	Broken unable to repair
1	Infocus Projector			54953	Broken unable to repair
1	Infocus Projector			54941	Broken unable to repair
1	Infocus Projector			52225	Broken unable to repair
1	Infocus Projector			54559	Broken unable to repair
1	Infocus Projector			56704	Broken unable to repair
1	Infocus Projector			56708	Broken unable to repair
1	Infocus Projector			56720	Broken unable to repair
1	Infocus Projector			54966	Broken unable to repair
1	Infocus Projector			54956	Broken unable to repair
1	Infocus Projector			54961	Broken unable to repair
1	Infocus Projector			54918	Broken unable to repair
1	Infocus Projector			63375	Broken unable to repair
1	Infocus Projector			54892	Broken unable to repair
1	Infocus Projector			54939	Broken unable to repair
1	Infocus Projector			54895	Broken unable to repair
1	Infocus Projector			54967	Broken unable to repair
1	Infocus Projector			54963	Broken unable to repair
1	Infocus Projector			54889	Broken unable to repair
1	Infocus Projector			52222	Broken unable to repair
1	Infocus Projector			56723	Broken unable to repair
1	Infocus Projector			54593	Broken unable to repair
1	Infocus Projector			56728	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Infocus Projector			54958	Broken unable to repair
1	Infocus Projector			55294	Broken unable to repair
1	Infocus Projector			55243	Broken unable to repair
1	Infocus Projector			56706	Broken unable to repair
1	Infocus Projector			56709	Broken unable to repair
1	Infocus Projector			56702	Broken unable to repair
1	Infocus Projector			54692	Broken unable to repair
1	Infocus Projector			56705	Broken unable to repair
1	Infocus Projector			55296	Broken unable to repair
1	Infocus Projector			54887	Broken unable to repair
1	Infocus Projector			54881	Broken unable to repair
1	Infocus Projector			56727	Broken unable to repair
1	Infocus Projector			54910	Broken unable to repair
1	Infocus Projector			63395	Broken unable to repair
1	Infocus Projector			54665	Broken unable to repair
1	Infocus Projector			55256	Broken unable to repair
1	Infocus Projector			54653	Broken unable to repair
1	Infocus Projector			54660	Broken unable to repair
1	Infocus Projector			54882	Broken unable to repair
1	Infocus Projector			54591	Broken unable to repair
1	Infocus Projector			54860	Broken unable to repair
1	Infocus Projector			54863	Broken unable to repair
1	Infocus Projector			41515	Broken unable to repair
1	Infocus Projector			54866	Broken unable to repair
1	Infocus Projector			54880	Broken unable to repair
1	Infocus Projector			54899	Broken unable to repair
1	Infocus Projector			54905	Broken unable to repair
1	Infocus Projector			54955	Broken unable to repair
1	Infocus Projector			55307	Broken unable to repair
1	Infocus Projector			47312	Broken unable to repair
1	Infocus Projector			47399	Broken unable to repair
1	Infocus Projector			54530	Broken unable to repair
1	Infocus Projector			47323	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Infocus Projector			47330	Broken unable to repair
1	Infocus Projector			47325	Broken unable to repair
1	Infocus Projector			54539	Broken unable to repair
1	Infocus Projector			47368	Broken unable to repair
1	Infocus Projector			47315	Broken unable to repair
1	Infocus Projector			47343	Broken unable to repair
1	Infocus Projector			47350	Broken unable to repair
1	Infocus Projector			47334	Broken unable to repair
1	Infocus Projector			57110	Broken unable to repair
1	Infocus Projector			47402	Broken unable to repair
1	Infocus Projector			47331	Broken unable to repair
1	Infocus Projector			34795	Broken unable to repair
1	Infocus Projector			56318	Broken unable to repair
1	Infocus Projector			44615	Broken unable to repair
1	Infocus Projector			54796	Broken unable to repair
1	Infocus Projector			42520	Broken unable to repair
1	Infocus Projector			42937	Broken unable to repair
1	Infocus Projector			54111	Broken unable to repair
1	Infocus Projector			42924	Broken unable to repair
1	Infocus Projector			42515	Broken unable to repair
1	Infocus Projector			42526	Broken unable to repair
1	Infocus Projector			42523	Broken unable to repair
1	Infocus Projector			42528	Broken unable to repair
1	Infocus Projector			42512	Broken unable to repair
1	Infocus Projector			42524	Broken unable to repair
1	Infocus Projector			42522	Broken unable to repair
1	Infocus Projector			42919	Broken unable to repair
1	Infocus Projector			42513	Broken unable to repair
1	Acer Chromebook	C740	NXEF2AA0026342325D7600	91903	Broken unable to repair
1	Samsung Laptop	XE303C12	OUG99FBF228031F	924256	Broken unable to repair
1	Samsung Laptop	XE303C12	HY3A911D930241J	963970	Broken unable to repair
1	Dell Chromebook 13		HV4B582	46663	Broken unable to repair
1	Dell Chromebook 11		4P8PY22	25765	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Dell Chromebook 13		733b582	46807	Broken unable to repair
1	Dell Chromebook 11		GRVX242	33872	Broken unable to repair
1	Dell Chromebook 13		2YDK3C2	57992	Broken unable to repair
1	Dell Chromebook 13		15BS4C2	58198	Broken unable to repair
1	Dell Chromebook 13		4Y9s4C2	58201	Broken unable to repair
1	Dell Chromebook 13		56BS4C2	58228	Broken unable to repair
1	Dell Chromebook 11		8HCFJ42	46162	Broken unable to repair
1	Dell Chromebook 11		8PV7K42	46171	Broken unable to repair
1	Dell Chromebook 11		DF96K42	46174	Broken unable to repair
1	Dell Chromebook 11		3896K42	46175	Broken unable to repair
1	Dell Chromebook 11		D3CFJ42	46176	Broken unable to repair
1	Dell Chromebook 11		D796K42	46178	Broken unable to repair
1	Dell Chromebook 11		bnlgb62	46189	Broken unable to repair
1	Dell Chromebook 11		8g3j952	46195	Broken unable to repair
1	Dell Chromebook 11		BDGMB62	46463	Broken unable to repair
1	Dell Chromebook 11		2WB582	46638	Broken unable to repair
1	Dell Chromebook 11		1NVHB62	47254	Broken unable to repair
1	Dell Chromebook 11		grvx242	33872	Broken unable to repair
1	Dell Chromebook 11		DP6PY22	25792	Broken unable to repair
1	Dell Chromebook 11		CXJQY22	33619	Broken unable to repair
1	Dell Chromebook 11		FNWPY22	33655	Broken unable to repair
1	Dell Chromebook 11		J1MQY22	33588	Broken unable to repair
1	Dell Chromebook 11		HSHQY22	33576	Broken unable to repair
1	Dell Chromebook 11		G8GHB62	47246	Broken unable to repair
1	Dell Chromebook 11		1VPKB52	45293	Broken unable to repair
1	Dell Chromebook 11		1QV7K42	46164	Broken unable to repair
1	Dell Chromebook 11		HCTNB52	45457	Broken unable to repair
1	Dell Chromebook 11		27T2B52	45442	Broken unable to repair
1	Dell Chromebook 11		CPPKB52	45383	Broken unable to repair
1	Dell Chromebook 11		1FXFK82	47515	Broken unable to repair
1	Dell Chromebook 11		FJVHB62	47118	Broken unable to repair
1	Dell Chromebook 11		CLVHB62	47201	Broken unable to repair
1	Dell Chromebook	7310	323B582	46570	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Dell Chromebook	7310	DB3B582	46758	Broken unable to repair
1	Dell Chromebook	7310	6b3b582	46803	Broken unable to repair
1	Dell Chromebook	7310	j73b582	46830	Broken unable to repair
1	Dell Chromebook	7310	3t2b582	46841	Broken unable to repair
1	Dell Chromebook	7310	J1PQ582	46867	Broken unable to repair
1	Dell Chromebook	7310	42N6682	46882	Broken unable to repair
1	Dell Chromebook	7310	343B582	46887	Broken unable to repair
1	Dell Chromebook	7310	CJPQ582	47274	Broken unable to repair
1	Dell Chromebook	7310	DFR2782	48279	Broken unable to repair
1	Dell Chromebook	7310	hzt7f82	49001	Broken unable to repair
1	Dell Chromebook	7310	3T9NXB2	49220	Broken unable to repair
1	Dell Chromebook	7310	jzm1wb2	49276	Broken unable to repair
1	Dell Chromebook	7310	12p1wb2	49297	Broken unable to repair
1	Dell Chromebook	7310	43P1WB2	49383	Broken unable to repair
1	Acer Chromebook	C740-C4PE	53203168676	91873	Broken unable to repair
1	Samsung Chromebook	XE303c	0UG99FBDB32304B	37340	Broken unable to repair
1	Samsung Chromebook	XE303c	0UG99FBDC13569L	37594	Broken unable to repair
1	Samsung Chromebook	XE303c	0UG99FCDC12473L	37623	Broken unable to repair
1	Samsung Chromebook	XE303c	0UG99FBG301529H	965320	Broken unable to repair
1	Infocus Projector		ARKC64800188	27248	Broken unable to repair
1	Dell Laptop	Latitude E5430	5dylsy1	35741	Broken unable to repair
1	Dell Laptop	Latitude E5430	26zlsy1	35747	Broken unable to repair
1	Dell Laptop	Latitude E5430	1lylsy1	35752	Broken unable to repair
1	Dell Laptop	Latitude E5430	g2tlsy1	35757	Broken unable to repair
1	Dell Laptop	Latitude E5430	2kylsy1	35758	Broken unable to repair
1	Dell Laptop	Latitude E5430	86zlsy1	35765	Broken unable to repair
1	Dell Laptop	Latitude E5430	8lwlsy1	35777	Broken unable to repair
1	Dell Laptop	Latitude E5430	1zwlsy1	35782	Broken unable to repair
1	Dell Laptop	Latitude E5430	9bylsy1	35783	Broken unable to repair
1	Dell Laptop	Latitude E5430	d3tlsy1	35786	Broken unable to repair
1	Dell Laptop	Latitude E5430	9gnnsy1	36157	Broken unable to repair
1	Dell Laptop	Latitude E5430	btknsy1	36222	Broken unable to repair
1	Gateway Laptop	mpc-E-475M	1SEQA1152610	EK45433	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	HP Laptop	Probook 3540s	CNU2171G7B	EK63666	Broken unable to repair
1	Dell Laptop	Vostro 3750	1NXR251	EK51389	Broken unable to repair
1	Samsung Laptop	XE303C12	0ug99fdbc05120z	37716	Broken unable to repair

II. 71. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education. 

Supporting Documents



scan1254

I. CERTIFICATED

A. Employments

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Banuelos, Cristian	Clinical School Therapist Special Ed. Temporary	\$76,539	9/07/21- 6/03/22
Garcia, Cinthya	Teacher - RSP Doty Temporary	\$63,034	9/01/21- 6/03/22
Garcia Guadarrama, Joshadara	Psychologist Intern Special Education Intern	\$120.00 Per Day	9/01/21- 6/03/22
Petersen, Peggy	Teacher Pace Temporary	\$78,703	8/23/21- 6/03/22
Salceda, Mario	TOSA – Dean Sussman Temporary	\$76,539	8/09/21- 6/03/22
Zamudio, Claudia	Psychologist Intern Special Education Intern	\$120.00 Per Day	9/01/21- 6/03/22

B. Employments (Temporary)

ADDITIONAL DAYS – District, Per Diem, 7/01/21-8/07/21

Bishop, Tanya	\$558.67
Martinez, Glenda	\$590.56
Ozima, Carole	\$649.27
Yearsley, Julie	\$590.56

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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ADDITIONAL HOURS – District, \$37.30 Per Hour, 2021-22 School Year

Bishop, Tanya
Canham, Melissa
Gamero, Jennifer
Luevano, Marnie
Neill, Leslie
Ozima, Carole
Toledo, Jennifer

ADDITIONAL SUMMER HOURS – \$37.30 Per Hour, 7/01/21-8/07/21

Columbus
Ortiz, Jessica

Warren
Tendler, Joey

AFTER SCHOOL PD MEETINGS – District, \$37.30 Per Hour, 2021-22 School Year

Ackley, Kimberlee
Aguirre, Sandra
Alarcon-Davila, Ruth
Alberico, Lori
Alvarado, Angelica
Alvarez, Jennifer
Amaya, Yvonne
Amy, Ann
Anagnostou, Nikolina
Ananias, Debbie
Anderson, Diane
Atlas, Lucy
Avina, Maria
Barclay, Alyssa
Barnes, Lindsay
Barrera, Shirley
Bassett, Kristian
Bauer, Liliana

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 PD MEETINGS – District, \$37.30 Per Hour, 2021-22 School Year
(cont.)

Beaver, Karin
Beliakoff, Karen
Benavidez, Hannah
Bliss, Julie
Blocker, Allison
Bomgaars, Jenalee
Boynton, Matthew
Brabb, Monica
Breit, Susan
Bright, Lisa
Brooks, Kimberly
Brossmer, Esther
Buccola-Weber, Jacqueline
Buchanan, Patricia
Buss, Shannon
Cabral, Elizabeth
Calderon, Richard
Canlas, Sheila
Caro, Vanessa
Carrere, Yvette
Carrillo, Monica
Carter, Carol
Carter, Nicolle
Castanon, Suzanne
Castellanos, Shirley
Chagolla, Amanda
Chaidez, Reina
Charlton, Stacie
Chavez, Victoria
Cho, Gina
Christian, Carrie-Anne
Cid, Deena
Cid, Lindsay
Clarke, Jenice
Colangelo, Kimberly

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 PD MEETINGS – District, \$37.30 Per Hour, 2021-22 School Year
(cont.)

Conkle, Melanie
Contreras, Teresa
Cook, Nicole
Coronel, Evelyn
Covarrubias, Anthony
Cox, Sandi
Cox-Nichols, Trisha
Cozart, Lindsey
Cunard, Jerilyn
Curcio, Heather
Currier, Lorraine
Danner, Denise
Davis, Melissa
De Goeas, Elizabeth
De Leon, Julia
De Matta, Sussan
De Moss, Cynthia
Dekker, Jenise
Dillon, Karen
Doddy, Alicia
Dodson, Paula
Doty, Blair
Dubei, Lydia
Durkee, Alison
Dykes, Cynthia
Echeveste, Carol
Edge, Dianne
Eichen, Deena
Esqueda, Laura
Estrada, Lilly
Ewart, Emily
Farina, Stephanie
Fenrich, Colleen Kelly
Ferrin, Denise
Figueroa, Tracey
Finn, Melissa

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 PD MEETINGS – District, \$37.30 Per Hour, 2021-22 School Year (cont.)

Fisher, Susan
Fishman, Anna Beth
Flores, James
Flores, Jennifer
Flores, Patricia
Flores-Stendahl, Carmina
Franciosi, Laura
Freijanes, Wendy
Friedrich, Ray
Galan-Zeisel, Rosa
Gallardo, Ericka
Garces, Jeannette
Garcia, Griselda
Garcia, Nadia
Garcia, Valeria
Garefis, Georgia
Garrido, Stephanie
Gee, Deborah
Geffre, Barbara
Gellespie, Heidi
Gibson, Lorie
Gilbert-Kaho, Patricia
Girardin, Kathleen
Giunchini, Lisa
Glick, Lisa
Gomez Correa, Darlene
Gomez, Julio
Gomez, Susan
Gongora, Virginia
Gonzalez, Sureya
Granados, Cathy
Grant, Lindsay
Graves, Todd
Greilach, Robin
Griffin, Andrea
Grijalva, Heather

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 PD MEETINGS – District, \$37.30 Per Hour, 2021-22 School Year
(cont.)

Griswold, Naomi
Guardado, Lorena
Guerrero, Annabel
Gutierrez, Angela
Gutierrez, Brittany
Gutierrez, Jillian
Halbmaier, Heidi
Halbmaier, Michelle
Hamilton, Stacie
Hanein, Jessica
Harbaugh, Kelly
Harris, Jennifer
Hayes, John
Heyden, Kelly
Higginbotham, Gina
Hilton, Janet
Hoetker, Deborah
Hogan, Sarah
Hood, Andrea
Hooker, Nancy
Hughes, Tiffany
Huh, Julia
Huls, Mindy
Hultner, Kathleen
Hunter, Kendra
Irdi, Natalie
Izumo, Polly
Jaquess, Jennifer
Jara, Jennifer
Jasso-Davila, Michelle
Jauregui, Noemi
Jensen, Danicka
Joachim, Susan
Johnson, Amber
Johnson, Tami
Jones, Ana

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 PD MEETINGS – District, \$37.30 Per Hour, 2021-22 School Year
(cont.)

Jones, Eugene
Jovel, Abigail
Kacou, Natalie
Kang, Diana
Kang, Jee
Kiess, Karen
King, Jill
King, Lisa
King, Tamika
Kissell, Casey
Kjar, Karen
Konegni, Robin
Kosmitis, Vasiliki
Krnice, Enisa
Kutzke, Cortny
La Commare-Epp, Heidi
Laemmlen, Amy
Laguna, Anthony
Lake, Erin
Lanners-Phelps, Amy
Le Monnier, Mary
Lee, Carolina
Lee, Denise
Lee, Junghee Erica
Lee, Wendy
Litherland, Sheri
Lo Bianco, Leslie
Lo Grande, Jennifer
Loera, Claudia
Long, Claudia
Lopez, Carrie
Lopez, Fanny
Lord, Melissa
Lorberter, Rosanna
Lozano, Brandon
Ludwick, Helen

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 PD MEETINGS – District, \$37.30 Per Hour, 2021-22 School Year
(cont.)

Maiques, Beth
Maline, Sarina
Marougas, Athanasia
Marquess, Samantha
Marquez, Irene
Martinez, Glenda
Martinez, Janet
Martinez, Kayla
Martinez, Patricia
Martinez, Rosio
Martinez, Stacy
Martinez, Stephanie
Martinez, Tracy
Maxwell, Lance
Mayer, Lucia
Mc Carty, Christina
Mc Collough, Cheryl
Mc Loughry, Amy
Medina, Karilyn
Melara, Rafael
Mendenhall, Danielle
Mendoza, Caroline
Mendoza, Lizzette
Messore, Dana
Meza, Melissa
Miller-Willey, Amber
Minahan, Melissa
Minton, Tara
Mitchener, Lisa
Molina Hernandez, Paula
Morales, Jessica
Morales-Bell, Monica
Moran, Crystal
Morris, Pamela
Mrkonic, Kim

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>AFTER SCHOOL PD MEETINGS</u> – District, \$37.30 Per Hour, 2021-22 School Year (cont.)			
Mucho, Wendy			
Mullen, Eileen			
Munoz, Janet			
Nambo, Lisa			
Negrete, Terresa			
Neill, Kirsten			
Neimann, Natalie			
Newman, Amy			
Newman, Mark			
Olea, Janice			
Olmedo, Margaret			
Ortega, Julia			
Ostermann, Andrea			
Overturf, Kristy			
Pacheco, Raelyn			
Paredes, Alondra			
Park, Kaitlyn			
Parmenter, Krystle			
Parra, Marcela			
Paul, Anne-Mary			
Pena, Elena			
Penate, Raquel			
Perez, Adriana			
Persico, Kelly			
Peterson, Wanda			
Petit, Theresa			
Platt, Tina			
Pocklington, Kathy			
Poitras, Christina			
Potoma, Brenda			
Priebe, Vanessa			
Pulido, Roberto			
Quigley, Tyler			
Raber, Brian			
Ramirez, Nicole			
Ramirez, Sonia			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>AFTER SCHOOL PD MEETINGS</u> – District, \$37.30 Per Hour, 2021-22 School Year (cont.)			
Ramos, Cecilia			
Ramos, Karina			
Ramsey, Tamara			
Rapoza, Holly			
Reeves, Isela			
Reeves, Sherome			
Reichwein, Cynthia			
Reppert, Jocelyn			
Rhodes, Erica			
Riancho Del Bueno, Magali			
Rivas, Wendy			
Rivera, Macrina			
Roberson-Wong, Amy			
Robles, Nadia			
Rocha, Alexandra			
Roche, John			
Roche, Kristina			
Roddy, Jill			
Rodriguez, Ana			
Rodriguez, Sonia			
Rodriguez-Nelson, Yolanda			
Rojas, Laura			
Rowe, Sara			
Roybal, Ross			
Ruiz, Elisa			
Ruse, Charlotte			
Rush, Samantha			
Russell, Anne			
Russell, LeeAnn			
Russell Hernandez, Nicole			
Saenz, Ana			
Salazar, Raqueal			
Saldana, Jessica			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>AFTER SCHOOL PD MEETINGS</u> – District, \$37.30 Per Hour, 2021-22 School Year (cont.)			
Samuelson, Jessica			
Sanchez, Shelley			
Sanchez, Stephanie			
Sanders, Debora			
Sary, Maureen			
Schroeder, Christine			
Seehusen, Sara			
Selvanayagam, Kimberly			
Serge, Aubrey			
Serrato, Susana			
Shannon, Amber			
Shearer, Mark			
Shellenbergar, Cheryl			
Shull, Carla			
Silva, Amy			
Simon, Melissa			
Skelly, Patricia			
Smith, Dianna			
Smith, Karen			
Solis, Silvia			
Stanley, Barak			
Stapp, Barbara			
Starnes, Riley			
Strang, Sariah			
Sullivan, Alicia			
Swenson, Cheyenne			
Taggart, Patricia			
Tanaka, David			
Tanaka, Georgina			
Tate, Susan			
Teague-Piazza, Jennifer			
Thomas, Lisa			
Thompkins, Heather			
Ticknor, Crystal			
Toay, Steven			
Toriz, Rubina			

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 PD MEETINGS – District, \$37.30 Per Hour, 2021-22 School Year
(cont.)

Torres, Bethany
Torres, Lauren
Torres, Vanessa
Toyoshiba, Suzy
Trejo, Katherine
Tucker, Valarie
Tuffnell, Tracy
Ulaner, Max
Valladares, Jazmin
Vaters, Jaclyn
Veith, Lacey
Venegas, Michelle
Venegas, Rosalba
Ventura, Noelia
Verstegen, Kathleen
Vidaurrezaga, David
Viramontes, Gerise
Wadman, Anne Juliet
Walker, Mary
Washington, Kimberly
Waterworth, Michelle
Waymack, Rebecca
Weed, Jennifer
Weidner, Debra
Weiland, Tayler
Williams, Maria Cherie
Wilson, Angelika
Wilson, Katherine
Winters, Callie
Wood, Denise
Woodard, Shannon
Woodhouse, Adorliz
Wright, Julia
Yearsley, Juliet
Yee, Judy
Ylaun, Krista

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 PD MEETINGS – District, \$37.30 Per Hour, 2021-22 School Year
(cont.)

Yoon, Christine
Zarate, Linda

After School Tutoring – Griffiths, \$37.30 Per Hour, 2021-22 School Year

Elizondo, Douglas

AP Proctor – Warren, \$37.30 Per Hour, 2021-22 School Year

Casillas, Rosa
Dussan, Liliana
Escobedo, Sara
Lopez, Karla
Miranda, Daniel
Pardo, Jakilin

Apple Meeting – Unsworth, \$37.30 Per Hour, 2021-22 School Year

Edge, Dianne
Esqueda, Laura
Gabagat, Wendy
Halbmaier, Michelle
Jasso-Davila, Michelle
Kjar, Karen
Lo Bianco, Leslie
Loera, Claudia
Lopez, Emely
Marougas, Athanasia
Mc Loughry, Amy
Newman, Mark
Peterson, Wanda
Priebe, Vanessa
Salazar, Raqueal
Saldana, Jessica
Shull, Carla
Smith, Karen

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Apple Meeting – Unsworth, \$37.30 Per Hour, 2021-22 School Year (cont.)

Venegas, Michelle
Wood, Denise

ASB Event – Warren, \$75.00 Per Half-Day, 2021-22 School Year

Medina, Ryan
Pearsen, Scott
Peterson, Robert
Rodriguez, Eduardo
Salazar, Luis
Simons, Bradley
Singh, Daniel
Tendler, Joey
Trejo, Raymundo

AVID New Teacher Training – District, \$150.00 Per Day, 2021-22 School Year

Lara, Edward
Neal, Lorraine
Sanders, Nicole
Trejo, Raymond
Vega, Elizabeth

Back to School Orientations – Alameda, \$37.30 Per Hour, 7/01/21-8/07/21

Zubiate, Maria Elena

Book & Device Collection/Distribution – Downey, \$150.00 Per Day, 6/02/21-8/07/21

Calata, Sharon

Book Review Committee – District, \$37.30 Per Hour, 2021-22 School Year

Bohlinger, Tyson
Dayhoff, Laurie
Elsasser-Chavez, 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, 2021-22 School Year (cont.)

Huff, Diane
Hurst, Ann
Lamar, Jennifer
Moore, Catherine
Ordway-Roach, Brandy
Ortiz, Martha
Powers, Deborah

CANVAS Support – CIA Secondary, \$37.30 Per Hour, 2021-22 School Year

Davis, Joshua
McGregory, Michael
Moreno, Miguel
Roberson, Joshua

Committee for Tiered Intervention – Ward, \$37.30 Per Hour, 7/01/21-8/07/21

Brossmer, Esther
Evans, Denise
Martinez, Stephanie
Reichwein, Cynthia
Thomas, Lisa

Covid-19 Contact Tracing – District, \$37.30 Per Hour, 2021-22 School Year

Alexander, Sophia
Bellairs, Stephen
Dangla Cruz, Praxedes
Mc Kee, Ana Laura
Nevarez, Jessica R.
Tran, Phung

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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CTE Teachers Extra Duty – District, \$37.30 Per Hour, 2021-22 School Year

Alvarez, Gary
Benedic, Angelica
Herrera, Christopher
Ibarra-Alvarez, Clotilde
Kendall, Kevin
Linares, Trinidad
Mazariegos, Bryan
Storey, Danielle
Strain, Allison
Vadgama, Frida
Zegarra, Johnny

CTE Teachers Sub Coverage – District, \$48.68 Per Hour, 2021-22 School Year

Mazariegos, Brian

Data Collection – District, \$37.30 Per Hour, 2021-22 School Year

Johnson, Nanette

Dean Extra Duty – \$37.30 Per Hour, 2021-22 School Year

Downey
Barber, D'Shalen
Saucedo, Jessica

Griffiths
Wharton, William

Detention – Columbus, \$37.30 Per Hour, 2021-22 School Year

Simpson, Matthew

DOR Grant Work – DHH, \$37.30 Per Hour, 2021-22 School Year

Osborn, 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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ERWC Training – Downey, \$37.30 Per Hour, 2021-22 School Year

Davis, Wesley
Farina, Daniel

GATE Leads – District, \$37.30 Per Hour, 2021-22 School Year

Bliss, Jennifer
Gallion, Gina
Hille, Lorine
Jeong, Esther
Maples, Sara
Vargas-Aguilar, Jessenia
Weldon, Dawn

Home Instruction – District, \$37.30 Per Hour, 2021-22 School Year

Castro, Faye
La Fortune-Webster, Darla
Rojas, Daniel
Saad, Amany

HRC Planning – District, \$37.30 Per Hour, 2021-22 School Year

Minahan, Melissa
Villa, Cassandra

IEP Preview Day – Old River, \$37.30 Per Hour, 7/01/21-8/07/21

Azzeh, Shirin
Calderon-Suarez, Diana
De Matta, Sussan
Gonzalez, Gabriel
Schmidt, Gloria

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, 2021-22 School Year

Chitwood, Ryan
Hecker, Robert
Lozano, Charles
Marshall, Scott
Murakawa, Mindy-Kay
Peterson, Darren
Sary, Matthew
Simpson, Matthew
Swander, William

Instructional Leadership Team Meeting – Alameda, \$37.30 Per Hour, 2021-22 School Year

Brooks, Kim
Cid, Deena
Conkle, Melanie
Dodson, Paula
Griffin, Andrea
Gunsaulus, Hilary
Laguna, Anthony
Mendoza, Caroline

Instructional Leadership Team Meeting – \$150.00 Per Day, 7/01/21-8/07/21

Gauldin

Balster, Lisa
Bauer, Liliana
Bomgaars, Jenalee
Cabrales, Elizabeth
Curcio, Heather
Garrido, Stephanie
Martinez, Patricia
Mitchener, Lisa
Perez, Rachel
Starnes, Riley
Torres, Lauren

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Instructional Leadership Team Meeting – \$150.00 Per Day, 7/01/21-8/07/21 (cont.)

Lewis

Barnes, Lindsay
Coronel, Evelyn
Eichen, Deena
Fisher, Susan
Martinez, Rosio
McCollough, Cheryl
Ortega, Julia
Overturf, Kristy

Rio Hondo

Freijanes, Wendy
Hultner, Kathleen
Lorberter, Rosanna
Paredes, Alondra
Park, Kaitlyn

Instructional Leadership Team PC – Griffiths, \$37.30 Per Hour, 6/02/21-8/07/21

Chatmon, Charmetra
Houts, Jacob
Hultquist, Jodeen
Karout, Sarah
Mata, Iris
Ortiz, Joseph
Padilla, Kelly
Plant, Edward
Quimby, Jason
Schreiner, Scott
Soto, Natalie
Wharton, William

Intervention Prepping & Planning – Price, \$37.30 Per Hour, 2021-22 School Year

Arriola, Cynthia
Wade, Laura

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>Interventionist</u> – \$200.00 Per Day, 2021-22 School Year			
<u>Alameda</u>			
Garcia, Minerva			
Zubiate, Maria Elena			
<u>Columbus</u>			
Candelas, Nicolas			
Espinoza, Fernando			
Garcia, Jasmine			
<u>Doty</u>			
Benner, Garrett			
Munoz, Maria			
<u>Downey</u>			
Calata, Sharon			
<u>Gauldin</u>			
Molina-Torrez, Carli			
Rhoades, Stacey			
<u>Griffiths</u>			
Hill, Barbara			
<u>Imperial</u>			
Manzano Amador, Rocio			
<u>Lewis</u>			
Buenrostro, Marisol			
Lee, Anessa			
<u>Rio San Gabriel</u>			
Alpuche, Ray			
Dees, Natalie			
Fragoso, Evelyn			
Gonzalez, Angelica			
Gonzalez, Gina			

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 – \$200.00 Per Day, 2021-22 School Year (cont.)

Williams

Kingston-Leon, Nicole
Perez, Arianna

Library Additional Hours – Doty, \$37.30 Per Hour, 2021-22 School Year

Barrera, Jennifer
Gillette, Teresa

Nurse Supervision – District, \$37.30 Per Hour, 2021-22 School Year

Alexander, Sophia
Bellairs, Stephen
Dangla Cruz, Praxedes
Mc Kee, Ana Laura
Nevarez, Jessica R.
Tran, Phung

Orientation for New Students – Doty, \$37.30 Per Hour, 2021-22 School Year

Benner, Garrett
Bhakta, Bageshree
Dodge, Kevin
Keen, Andrea
McClinton, Marjorie
Molletti-Bovey, Virginia
Moren, Julie
Parry, Tracy
Redfox, Carrie
Sparangis, Christine

Orthopedic Impairment Consultant – District, \$80.00 Per Hour, 2021-22 School Year

Jones, Cynthia

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Parent Education Meeting – Alameda, \$37.30 Per Hour, 2021-22 Per Hour

Buss, Shannon
Calderon, RicHARD
Olmedo, Margaret

PBIS – Unsworth, \$150.00 Per Day, 7/01/21-8/07/21

Geffre, Barbara
Guerrero, Katherine
Jasso-Davila, Michelle
King-Adamo, Jill
Saldana, Jessica

PBIS Teachers – Griffiths, \$37.30 Per Hour, 2021-22 School Year

Gonzalez, Kristy
Hultquist, Jodeen
Mata, Iris
Quimby, Jason
Schreiner, Scott
Wharton, William

PBIS Team – Gauldin, \$150.00 Per Day, 7/01/21-8/07/21

Bomgaars, Jenalee
Curcio, Heather
Garrido, Stephanie
Torres, Lauren

PE Teacher Meeting – District, \$37.30 Per Hour, 6/02/21-8/07/21

Flores, James
Hayes, John
Johnson, Amber
Roche, John

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 – Carpenter, \$150.00 Per Day, 7/01/21-8/07/21

Barrera, Shirley
Carrillo, Monica
Contreras, Teresa
Garcia, Nadia
Gomez, Susan
Mendoza, Lizette
Ramirez, Sonia
Reeves, Isela
Ventura, Noelia

PLTW Teacher Training – District, \$37.30 Per Hour, 2021-22 School Year

Nolen, Mark

Positive & Social/Culture Committee – Columbus, \$37.30 Per Hour, 2021-22 School Year

Benedic, Angelica

Professional Development for Running Records – DHH, \$37.30 Per Hour, 2021-22 School Year

Hogan, Sarah

Raters for Classified Early Learning Program Applicants – District, \$37.30 Per Hour, 6/02/21-8/07/21

Brooks, Kim
Hilton, Janet
Lanners-Phelps, Amy
Sullivan, 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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Registration – \$37.30 Per Hour, 6/02/21-8/07/21

Sussman

Barela, Mihaela
Bisorca, Emanuel
Cabrera, Concha
Dioli, Monique
Gallagher, Sophie
Gonzalez, Neil
Hamano, Jacqueline
Olcomendy, Tamara
Paz, Eduardo
Perkins, Ashley
Salceda, Mario
Santos, Alejandro
Schmaltz, Jeffrey
Schuldt, Joseph
Spittell, Christine
Sun, Charlene
Tao, Jayme
Weldon, Dawn
Worthy, Jessica

Warren

Cox, Charlee
Ford, Stacey
Gutierrez, Ruben
Hernandez Pineda, Juan
Mercado, David
Rodriguez, Eduardo
Rodriguez, Jonathan
Singh, Daniel
Sonico, Kendall

Robotics Club – Williams, \$37.30 Per Hour, 2021-22 School Year

Kingston-Leon, Nicole
Reyes, Rosalie
Santana, Patricia

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 Detention – Doty, \$37.30 Per Hour, 2021-22 School Year

Agranowitz, Natalia
Bhakta, Bageshree
Fetter, Mark
Lavalle, Vincent
Moren, Julie
Reyes, Carlos

Saturday School Attendance Recovery – Gauldin, \$37.30 Per Hour, 2021-22 School Year

Balster, Lisa
Bauer, Liliana
Bomgaars, Jenalee
Cozart, Lindsey
Flores-Stendahl, Carmina
Girardin, Kathleen
Gomez, Julio
Lee, Denise
Mitchener, Lisa
Ramirez, Nicole
Rhodes, Stacey
Starnes, Riley
Torres, Bethany
Torres, Lauren
Verstegen, Kathleen
Woodhouse, Adorliz

Short Term I.S. Elementary Teachers – District, \$37.30 Per Hour, 2021-22 School Year

Ackley, Kimberlee
Aguirre, Sandra
Alarcon-Davila, Ruth
Alberico, Lori
Alvarado, Angelica
Alvarez, Jennifer
Amaya, Yvonne
Ambroff, Amanda

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Short Term I.S. Elementary Teachers – District, \$37.30 Per Hour, 2021-22 School Year (cont.)

Amy, Ann
Anagnostou, Nikolina
Ananias, Debbie
Anderson, Diane
Arriola, Cynthia
Atlas, Lucy
Avina, Maria
Balster, Lisa
Barclay, Alyssa
Barnes, Lindsay
Barrera, Shirley
Bassett, Kristian
Bauer, Liliana
Beaver, Karin
Beliakoff, Karen
Benavidez, Hannah
Bliss, Julie
Blocker, Allison
Bomgaars, Jenalee
Boynton, Matthew
Brabb, Monica
Breit, Susan
Bright, Lisa
Brooks, Kimberly
Brossmer, Esther
Buccola-Weber, Jacqueline
Buchanan, Patricia
Buss, Shannon
Cabrales, Elizabeth
Calderon, Richard
Canlas, Sheila
Caro, Vanessa
Carrere, Yvette
Carrillo, Monica
Carter, Carol

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>Short Term I.S. Elementary Teachers – District, \$37.30 Per Hour, 2021-22 School Year (cont.)</u>			
Carter, Nicole			
Castanon, Suzanne			
Castellanos, Shirley			
Chagolla, Amanda			
Chaidez, Reina			
Charlton, Stacie			
Chavez, Victoria			
Cho, Gina			
Christian, Carrie-Anne			
Cid, Deena			
Cid, Lindsay			
Clarke, Jenice			
Colangelo, Kimberly			
Conkle, Melanie			
Contreras, Teresa			
Cook, Nicole			
Coronel, Evelyn			
Covarrubias, Anthony			
Cox, Sandi			
Cox-Nichols, Trisha			
Cozart, Lindsey			
Cunard, Jerilyn			
Curcio, Heather			
Currier, Lorraine			
Danner, Denise			
Davis, Melissa			
De Goeas, Elizabeth			
De Leon, Julia			
De Matta, Sussan			
De Moss, Cynthia			
Dekker, Jenise			
Dillon, Karen			
Doddy, Alicia			
Dodson, Paula			
Doty, Blair			
Dubei, Lydia			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Short Term I.S. Elementary Teachers – District, \$37.30 Per Hour, 2021-22 School Year (cont.)

Durkee, Alison
Dykes, Cynthia
Echeveste, Carol
Edge, Dianne
Eichen, Deena
Esqueda, Laura
Estrada, Lilly
Ewart, Emily
Farina, Stephanie
Fenrich, Colleen Kelly
Ferrin, Denise
Figueroa, Tracey
Finn, Melissa
Fisher, Susan
Fishman, Anna Beth
Flores, James
Flores, Jennifer
Flores, Patricia
Flores-Stendahl, Carmina
Franciosi, Laura
Freijanes, Wendy
Friedrich, Ray
Galan-Zeisel, Rosa
Gallardo, Ericka
Garces, Jeannette
Garcia, Griselda
Garcia, Nadia
Garcia, Valeria
Garefis, Georgia
Garrido, Stephanie
Gee, Deborah
Geffre, Barbara
Gibson, Lori
Gilbert-Kaho, Patricia
Gillespie, Heidi
Girardin, Kathleen

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Short Term I.S. Elementary Teachers – District, \$37.30 Per Hour, 2021-22 School Year (cont.)

Giunchini, Lisa
Glick, Lisa
Gomez Correa, Darlene
Gomez, Julio
Gomez, Susan
Gongora, Virginia
Gonzalez, Sureya
Granados, Cathy
Grant, Lindsay
Graves, Todd
Greilach, Robin
Griffin, Andrea
Grijalva, Heather
Griswold, Naomi
Guardado, Lorena
Guerrero, Annabel
Gutierrez, Angela
Gutierrez, Brittany
Gutierrez, Jillian
Halbmaier, Heidi
Halbmaier, Michelle
Hamilton, Stacie
Hanein, Jessica
Harbaugh, Kelly
Harris, Jennifer
Hayes, John
Hayes, Samantha
Heyden, Kelly
Higginbotham, Gina
Hilton, Janet
Hoetker, Deborah
Hogan, Sarah
Hood, Andrea
Hooker, Nancy
Hughes, Tiffany
Huh, Julia

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Short Term I.S. Elementary Teachers – District, \$37.30 Per Hour, 2021-22 School Year (cont.)

Huls, Mindy
Hultner, Kathleen
Hunter, Kendra
Irdi, Natalie
Izumo, Polly
Jaquess, Jennifer
Jara, Jennifer
Jasso-Davila, Michelle
Jauregui, Noemi
Jensen, Danicka
Joachim, Susan
Johnson, Amber
Johnson, Tami
Jones, Ana
Jones, Eugene
Jovel, Abigail
Kacou, Natalie
Kang, Diana
Kang, Jee
Kiess, Karen
King-Adamo, Jill
King, Lisa
King, Tamika
Kissell, Casey
Kjar, Karen
Konegni, Robin
Kosmitis, Vasiliki
Krnice, Enisa
Kutzke, Cortny
La Commare-Epp, Heidi
Laemmlen, Amy
Laguna, Anthony
Lake, Erin
Lanners-Phelps, Amy
Le Monnier, Mary
Lee, Carolina

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>Short Term I.S. Elementary Teachers</u> – District, \$37.30 Per Hour, 2021-22 School Year (cont.)			
Lee, Denise			
Lee, Junghee Erica			
Lee, Wendy			
Litherland, Sheri			
Lo Bianco, Leslie			
Lo Grande, Jennifer			
Loera, Claudia			
Long, Claudia			
Lopez, Carrie			
Lopez, Fanny			
Lorberter, Rosanna			
Lord, Melissa			
Lozano, Brandon			
Ludwick, Helen			
Maiques, Beth			
Maline, Sarina			
Manzano Amador, Rocio			
Marougas, Athanasia			
Marquess, Samantha			
Marquez, Irene			
Martinez, Glenda			
Martinez, Janet			
Martinez, Kayla			
Martinez, Patricia			
Martinez, Rosio			
Martinez, Stacy			
Martinez, Stephanie			
Martinez, Tracy			
Maxwell, Lance			
Mayer, Lucia			
Mc Carty, Christina			
Mc Collough, Cheryl			
Mc Loughry, Amy			
Medina, Karilyn			
Melara, Rafael			
Mendenhall, Danielle			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Short Term I.S. Elementary Teachers – District, \$37.30 Per Hour, 2021-22 School Year (cont.)

Mendoza, Caroline
Mendoza, Lizette
Menjivar-Guillen, Maria
Messore, Dana
Meza, Melissa
Miller-Willey, Amber
Minahan, Melissa
Minton, Tara
Molina Hernandez, Paula
Morales, Jessica
Morales-Bell, Monica
Moran, Crystal
Morris, Pamela
Mrkonic, Kim
Mucho, Wendy
Mullen, Eileen
Munoz, Janet
Nambo, Lisa
Negrete, Terresa
Neill, Kirsten
Neimann, Natalie
Newman, Amy
Newman, Mark
Olea, Janice
Olmedo, Margaret
Ortega, Julia
Ostermann, Andrea
Overturf, Kristy
Pacheco, Raelyn
Paredes, Alondra
Park Kaitlyn
Parmenter, Krystle
Parra, Marcela
Paul, Anne-Mary
Pena, Elena
Penate, Raquel

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Short Term I.S. Elementary Teachers – District, \$37.30 Per Hour, 2021-22 School Year (cont.)

Perez, Adriana
Persico, Kelly
Peterson, Wanda
Petit, Theresa
Platt, Tina
Pocklington, Kathy
Poitras, Christina
Potoma, Brenda
Priebe, Vanessa
Pulido, Roberto
Quigley, Tyler
Ramirez, Nicole
Ramirez, Sonia
Ramos, Cecilia
Ramos, Brianna
Ramos, Karina
Ramsey, Tamara
Rapoza, Holly
Reeves, Isela
Reeves, Sherome
Reichwein, Cynthia
Reppert, Jocelyn
Rhodes, Erica
Riancho Del Bueno, Magali
Rivas, Wendy
Rivera, Macrina
Roberson-Wong, Amy
Robles, Nadia
Rocha, Alexandra
Roche, Kristina
Roddy, Jill
Rodriguez, Ana
Rodrigues, Sonia
Rodriguez-Nelson, Yolanda

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Short Term I.S. Elementary Teachers – District, \$37.30 Per Hour, 2021-22 School Year
(cont.)

Rojas, Laura
Rowe, Sara
Roybal, Ross
Ruesga, Alexandra
Ruiz, Elisa
Ruse, Charlotte
Russell, Anne
Russell, Lee Ann
Russell Hernandez, Nicole
Saenz, Ana
Salazar, Raqueal
Saldana, Jessica
Samuelson, Jessica
Sanchez, Shelley
Sanchez, Stephanie
Sanders, Debora
Sary, Maureen
Schroeder, Christine
Seehusen, Sara
Selvanayagam, Kimberly
Serge, Aubrey
Serrato, Susana
Shannon, Amber
Shearer, Mark
Shellenberger, Cheryl
Shull, Carla
Silva, Amy
Simon, Melissa
Skelly, Patricia
Smith, Dianna
Smith, Karen
Solis, Sylvia
Stanley, Barak
Stapp, Barbara
Starnes, Riley
Strang, Sariah

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>Short Term I.S. Elementary Teachers</u> – District, \$37.30 Per Hour, 2021-22 School Year (cont.)			
Sullivan, Alicia			
Swenson, Cheyenne			
Taggart, Patricia			
Tanaka, David			
Tanaka, Georgina			
Tate, Susan			
Teague-Piazza, Jennifer			
Thomas, Lisa			
Thompkins, Heather			
Ticknor, Crystal			
Toay, Steven			
Toriz, Rubina			
Torres, Bethany			
Torres, Lauren			
Torres, Vanessa			
Toyoshiba, Suzy			
Trejo, Katherine			
Tucker, Valerie			
Tuffnel, Tracy			
Ulaner, Max			
Valladares, Jazmin			
Vaters, Jaclyn			
Veith, Lacey			
Venegas, Michelle			
Venegas, Rosalba			
Ventura, Noelia			
Verstegen, Kathleen			
Vidaurreazaga, David			
Viramontes, Gerise			
Wadman, Anne Juliet			
Walker, Mary			
Washington, Kimberly			
Waterworth, Michelle			
Waymack, Rebecca			
Weed, Jennifer			
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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Short Term I.S. Elementary Teachers – District, \$37.30 Per Hour, 2021-22 School Year (cont.)

Weiland, Tayler
Williams, Maria Cherie
Wilson, Angelika
Wilson, Katherine
Winters, Callie
Wood, Denise
Woodard, Shannon
Woodhouse, Adorliz
Wright, Julia
Yearsley, Juliet
Yee, Judy
Ylaun, Krista
Yoon, Christine
Zarate, Linda

SLP Lead Stipend – District, \$3,073.00 Per Year, 2021-22 School Year

Zuniga, Julie

SLP Stipend – District, \$5,228.00 Per Year, 2021-22 School year

Alcan, Christine	
Alexander, Leigh	
Azzeh, Shirin	
Bautista, Adelaida	
Brewer, Grace	
Cafferty, Joan	
Christian, Melissa	
Eagle, Janice	
Gabagat, Wendy	
Guerrero, Jorge	
Gumbiner, Tracy	50%
Hocking, Allegra	80%
Johnson, Lauren	
Lee, Lindsay	
Miyagishima, Joyce	80%

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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SLP Stipend – District, \$5,228.00 Per Year, 2021-22 School year (cont.)

Musgray, Rajshree

Newman, Barb

Nikovo, Ashley

Orona, Jacklyn

80%

Otero, Kara

Puskas, Summer

Roscoe, John

Ross, Angela

80%

Shimonisi, Gisella

Smith, Matthew

Taylor, Cinnamon

Viramontes, Celeste

Zmuda, Stephanie

Zuniga, Julie

SUBSTITUTE TEACHER – District, \$200.00 Per Day, 2021-22 School Year

Abundis, Arianna

Caprietta, Johanna

Castillo, Rachel L.

Dickey, Steven

Farias, Rodolfo

Glumace, Sean

Gomez Segura, Juan

Guzman, Amanda

Hernandez, Nora

Jacobs, Madison

Klute, Nadia

Magdaleno, Alejandra

Margiotto, Scott

Molina-Torrez, Carli Ann

Morales, Amy

Ortiz, Marcos

Peyvandi, Yasaman

Puga, Jorge

Saldana, Jacquelyne

Solorzano, Karina

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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SUBSTITUTE TEACHER – District, \$200.00 Per Day, 2021-22 School Year (cont.)

Stanley, Debora-Anne
Villanueva, Jaylen
Villasana, Jocelyn

Summer Curriculum Planning – Unsworth, \$150.00 Per Day, 7/01/21-8/07/21

Alvarez, Jennifer
Brito, Kristy
Edge, Dianne
Esqueda, Laura
Geffre, Barbara
Halbmaier, Michelle
Hernandez, Jessica
Jasso-Davila, Michelle
Jones, Ana
Keele, Brooke
King-Adamo, Jill
Kjar, Karen
Lake, Erin
Lo Bianco, Leslie
Lo Grande, Jennifer
Loera, Claudia
Mc Loughry, Amy
Newman, Mark
Petersen, Peggy
Peterson, Wanda
Priebe, Vanessa
Saldana, Jessica
Shannon, Amber
Shearer, Mark
Shull, Carla
Smith, Karen
Venegas, 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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Summer ILT Meeting – Ward, \$37.30 Per Hour, 7/01/21-8/07/21

Beliakoff, Karen
Bliss, Julie
Brossmer, Esther
Giunchini, Lisa
Negrete, Teresa
Ostermann, Andrea
Pena, Elena
Ruiz, Elisa
Thomas, Lisa
Yearsley, Julie

Summer ILT Planning/Meeting – Unsworth, \$150.00 Per Day, 6/02/21-8/07/21

Edge, Dianne
Kjar, Karen
Lake, Erin
Long, Claudia
Shannon, Amber
Venegas, Michelle
Wood, Denise

Summer ILT Planning/Meeting – Unsworth, \$150.00 Per Day, 2021-22 School Year

Edge, Dianne
Kjar, Karen
Lake, Erin
Long, Claudia
Shannon, Amber
Venegas, Michelle
Wood, Denise

Student Council – Alameda, \$37.30 Per Hour, 2021-22 School Year

Mendoza, Caroline

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Supporting Personalized Learning – Downey, \$37.30 Per Hour, 2021-22 School Year

Bean, Josette
Carlson, Christina
Godfrey, Rachel
Hutson, Michele
Wilmoth, Kimberly

Teacher Additional Period – To be paid tenthly at 18% of Contract Salary, per Memorandum of Understanding between DEA and DUSD, 8/11/21-12/16/21

Lewis

Marquez, Irene

Doty

Belman, Billy
Bugaren, James
Hancock, Ronnie
Harney, Daniel
Im, Chad
Lavalle, Vincent
Lyons, John
Martin, Sheri
Molletti-Bovey, Virginia
Portillo, Evelyn

Griffiths

Cockrill, Jon
Hultquist, Jodeen
Orique, Matthew
Roberts, Mark

Stauffer

Baltazar, Richard
Clark, Kathleen
Derkum, Michelle

Maples, Sara

8/23/21-
12/16/21
8/23/21-
12/16/21

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>Teacher Additional Period</u> – To be paid tenthly at 18% of Contract Salary, per Memorandum of Understanding between DEA and DUSD, 8/11/21-12/16/21 (cont.)			
<u>Stauffer (cont.)</u>			
Munoz, Regina			8/23/21- 12/16/21
Pyle, Andrea			
Tansopalucks, Trirath			
Tindoc, Oliver			
<u>Sussman</u>			
Bisorca, Emanuel			
Diioli, Monique			
Holden, Michael			
Velasco, Margarita			
<u>Columbus</u>			
Chitwood, Ryan			8/30/21- 12/16/21
Hecker, Robert			
Marshall, Scott			
Murakawa, Mindy-Kay			
Prasirtpun, Smith			
<u>Downey</u>			
Armendariz, Cesar			
Baca, Teresa			
Coe, Paul			
Craig, Andrew			
De La Torre, Jose			
Dunn, Nathan			
Gonzales, Christina			
Guerrero, Raul			
Macomber, Andra			
Mendoza, Cynthia			
Miller, Seth			
Nunez, Nathalie			
Perez, Lisa			
Ramirez-Silva, Claudia			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Teacher Additional Period – To be paid tenthly at 18% of Contract Salary, per Memorandum of Understanding between DEA and DUSD, 8/11/21-12/16/21 (cont.)

Downey (cont.)

Sanders, Stephen
Voulgaris, Carrie

Warren

Cha, David
Elsasser-Chavez, Gregory
Kim, James
Lopez, Karla
Mendez, Daniel
Nguyen, Lamvinh
Orlinsky, Jeffrey
Robinson, Timothy
Schmid, Tina
Stevenson, Jody
Tendler, Joey
Than, Kim
Trejo, Gabriel
Welch, Jeffrey
Welch, Kevin
Wheeler, Teresa
Yoo, Tai
Yost, Holly

DHH

Teh, Poh

Team Leadership Meeting – Downey, \$150.00 Per Day, 6/02/21-8/07/21

Berumen, Renee
Broun, Kevin
Cleek, Cara
Coe, Paul
Cramm, Russell
Cubas, Maria
De La Torre, David

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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Team Leadership Meeting – Downey, \$150.00 Per Day, 6/02/21-8/07/21 (cont.)

Glasser, Bernard
Guerrero, Raul
Gunderson, Michelle
Hill, Teresa
Hollington, Thomas
Wang, John
Ibarra-Alvarez, Clotilde
Lara, Jennifer
Lejano, Charissa
Loyarte, Joanne
Macomber, Andra
Manzanares, Marvin
Neria, Dolores
Nevarez, Robert
Ordway-Roach, Brandy
Rand, Mark
Rauls, Ashley
Roybal, Bonnie
Sanchez, Claudia
Sims, Andrea
Vadgama, Frida

TK/K Interventionist – District, \$200.00 Per Day, 2021-22 School Year

Brito, Kirsty
Cortes, Leticia
Estrada, Ameriee
Flores, Mariana Lizette
Fuenmayor, Priscilla
Gallardo, Alma
Jauregui, Jovanni
Martinez, Charlene
Mullins, Elisabeth
Navichoque, Jessica
Odintsov, Karla
Ortiz, Marcos
Reyes, Rosalie

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 Interventionist – District, \$200.00 Per Day, 2021-22 School Year (cont.)

Santana, Patricia
Soriano, Marissa
Wilson, Nichelle
Yun, Ruth
Zinke, Tara

TK/K Planning – Rio Hondo, \$150.00 Per Day, 2021-22 School Year

Garces, Jeannette
Guardado, Lorena
Lee, Carolina
Park, Kaitlyn
McCarthy, Christina
Mendenhall, Danielle
Rocha, Alexandra

UC Counselor Conference – District, \$37.30 Per Hour, 2021-22 School Year

Arnold, Jeffrey
Betancourt, Marcela
Bhakta, Bageshree
Cha, David
Fisher, Stephanie
Harris, Andrea
Lopez, Karla
Mack, Deanna
Macomber, Andra
Manzanares, Marvin
Orejel, Edgar
Sanders, Nicole
Tse, Paul

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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WASC Report Writing Columbus – Columbus, \$37.30 Per Hour, 2021-22 School Year

Benedic, Angelica
Candelas, Nicolas
Chitwood, Ryan
Hecker, Robert
Lamar, Jennifer
Maldonado, Julia
Marshall, Scott
Martinez, Lourdes
Murakawa, Mindy-Kay
Peterson, Darren
Sary, Matthew
Simpson, Matthew
Swander, William
Warzybok, Karin
Zuniga, Salvador

WASC Coordinator Woodruff – Columbus, \$37.30 Per Hour, 2021-22 School Year

Prasirtpun, Smith

WEB – Griffiths, \$37.30 Per Hour, 2021-22 School Year

Bliss, Jennifer
Padilla, Kelly
Perisco-Donahue, Gianna

WEB Orientation – Griffiths, \$37.30 Per Hour, 6/02/21-8/07/21

Berchtold, Eric
Franco, Dulce
Hill, Barbara
Mann, Steven
McCurry, Gregory
Neill, Tyler
Partnoff, Julie
Romero, Julie
Taylor, Laura

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
<u>Workability Grant Work</u> – DHH, \$37.30 Per Hour, 2021-22 School Year			
Osborn, Linda			
<u>Zero Period Coverage</u> – Doty, \$37.30 Per Hour, 2021-22 School Year			
Mc Clinton, Marjorie			
Reyes, Carlos			
<u>Zero to Seventh Period</u> – Griffiths, \$37.30 Per Hour, 2021-22 School Year			
Austin, Samuel			
Santana, Valerie			
Zapien, Ruby			

C. Leave of Absence

Employee	From	To	Effective
Loza, Susana	FMLA W/O Pay	LOA – PB W/O Pay	10/18/21-6/03/22
Menendez, Cindy	AB375 – Child Bonding	AB375 – Child Bonding	8/23/21-10/29/21
Perez, Adriana R.	Teacher Imperial 40% \$97,056	LOA – PB	9/03/21-6/03/22
Venegas, Rosalba	Teacher SDC Old River \$86,946	AB375 – Child Bonding	9/14/21-12/10/21
Webb, Kelly	Teacher Sussman \$103,799	FMLA W/O Pay	8/23/21-11/12/21

I. CERTIFICATED

D. Reassignments

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Fishman, Anna Beth	Teacher – Spec. Assign. 50% Cert. HR \$103,354	Teacher – Spec. Assign. 51.35% Cert. HR \$103,354	8/09/21
Gonzalez, Gabriel	Teacher Unsworth 50% / Rio Hondo 50% \$85,202	Teacher Old River \$85,202	8/09/21- 6/03/22
La Fortune-Webster, Darla	Teacher – SDC Stauffer \$109,253	Teacher – RSP Stauffer \$109,253	8/07/21
Kacou, Natalie	Teacher Lewis \$92,299	Teacher – Cat. Res. Rio Hondo \$94,471	8/09/21
Lee, Lindsay	SLP – 100% Special Education \$93,902	SLP – 80% Special Education \$93,902	8/09/21
Phornvoranunt, Anna	Teacher Downey 100%	Teacher Downey 80%	8/09/21
Vingino, Lora	Teacher – 100% Doty \$96,611	Teacher – 80% Doty \$96,611	8/09/21
Williams, Karen	Teacher Downey 100%	Teacher Downey 80%	8/09/21

I. CERTIFICATED
E. Terminations

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Evensen, Sarah	Teacher – Specialist College & Career \$106,537	9/10/21	Voluntary Resignation
CORRECTED ACTION			
Rohman, Janet	Teacher – ASL Downey \$120,560	7/02/21	Early Retirement

II. CLASSIFIED

A. Employments (Regular)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Acosta, Carmela (Rpl. A. Santana)	Sr. Instr. Asst.-Sign Lang. DHH Program	\$3,985.00 mo. (81.25%)	08/11/21
Alexander, Rickie (Rpl. J. Castellanos)	Custodial Svcs. Coord. Operations	\$7,195.00 mo. (100%)	08/03/21
Avalos, Andrea (New Position)	Instruct. Media Tech. Warren High	\$3,613.00 mo. (62.5%)	08/30/21
Beyrooty, Laura (Rpl. D. Cabello)	Sr. Instr. Asst.-Behavior Ward	\$3,445.00 mo. (81.25%)	09/20/21
Black, Shane (Rpl. V. Jimenez)	Sr. Instr. Asst.-Behavior Warren High	\$3,791.00 mo. (81.25%)	09/20/21
Choi, Curtis (New Position)	Maint. Electronics Tech. Technology & SIS	\$5,740.00 mo. (100%)	08/26/21
Cortez, Lucia (New Position)	Inter. Clerical Asst.-Bil. Doty	\$3,886.00 mo. (100%)	09/13/21
Cortez, Thomas (New Position)	Inter. Clerical Asst.-Bil. Downey High	\$3,533.00 mo. (100%)	08/31/21
Cota, David (Rpl. J. Nelson)	Sr. Instr. Asst.-Behavior Downey High	\$3,273.00 mo. (81.25%)	09/21/21
Errichetto, Evelyn (Rpl. K. Ortiz)	Sr. Instr. Asst.-Behavior Alameda	\$3,613.00 mo. (75%)	09/13/21
Estrada, Rebecca (Rpl. S. Rodriguez)	Sr. Instr. Asst.-Behavior Alameda	\$3,273.00 mo. (81.25%)	09/13/21
Fierro, Valerie (Rpl. A. Martinez)	Sr. Instr. Asst.-Behavior Alameda	\$3,613.00 mo. (81.25%)	09/15/21
Flores, Ronald (New Position)	Sr. Instr. Asst.-Behavior Downey High	\$3,273.00 mo. (81.25%)	09/13/21

II. CLASSIFIED

A. Employments (Regular) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Hernandez, Joshua (New Position)	Inter. Clerical Asst.-Bil. Sussman	\$3,533.00 mo. (100%)	08/31/21
Herrera, Dalila (Rpl. M. Reyna)	Sr. Instr. Asst.-Behavior Imperial	\$3,445.00 mo. (81.25%)	09/15/21
Manyere, Briana (Rpl. S. Saylors)	Sr. Instr. Asst.-Behavior Ward	\$3,445.00 mo. (75%)	09/20/21
Mills, Vanessa (New Position)	Sr. Instr. Asst.-Sign Lang. DHH Program	\$3,445.00 mo. (75%)	08/11/21
Penate, Amy (New Position)	Inter. Clerical Asst.-Bil. Stauffer	\$3,886.00 mo. (100%)	09/13/21
Quintanilla Lopez, Carmen (Rpl. L. Murphy)	Child Care Assistant Adult School	\$15.138 hr. (45%)	09/07/21
Tapia, Jose (Rpl. R. Gonzalez)	Custodian Operations	\$3,945.00 mo. (100%)	09/15/21
Torres, Jr., Luis (Rpl. C. Gibbons)	Facilities Program Mgr. Facilities Plng. & Devel.	\$8,744.00 mo. (100%)	09/13/21

EARLY LEARNING ASSISTANT – Pace, \$17.158 Per Hour, 08/09/21, 3.5 Hours

Briceno, Jessica	
Carambas, April	\$18.883 hr.
Cuadros, Veronica	
Fernandez, Zaida	
Lambert, Eugenie	\$20.844 hr.
Luna, Margaret	\$17.994 hr.
Miranda-Loyola, Marisol	\$19.875 hr.
Ochoa, Leslie	
Thompson, Joanna	\$18.883 hr.

EARLY LEARNING INSTRUCTOR – Pace, 08/09/21, 8 hours

Caballero, Jaclyn	\$4,283.00 mo.
Pam, Chanreangsai	\$4,080.00 mo.

II. CLASSIFIED

A. Employments (Regular) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>STUDENT SUPERVISION ASST. - \$14.000 Per Hour, 3.5 Hours</u>			
Alberto De Gudino, Blanca	Alameda		09/13/21
Duque, Yajaira	Price		09/13/21
Iniguez, Eloisa	Lewis		08/30/21
Loera-Delgado, Patricia	Ward		08/27/21
Lopez, Gabriela	Ward		09/07/21
Magana, Luna	Gauldin		09/01/21
Mendoza, Cytlalli	Imperial		09/01/21
Olivas, Stephanie	Gauldin		09/14/21
Ramirez de Sahagun, Claudia	Rio San Gabriel		08/23/21
Rivera, Isabel	Gauldin		09/14/21
Saenz, Samantha	Rio San Gabriel		09/02/21

B. Employments (Temporary)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Austin, Stephen	Strength & Cond. Coach Warren High	\$19.500 hr.	08/19/21- 06/30/22
Ayala, Jasmin (Substitute)	School Based Therapist Special Education	\$30.773 hr.	08/11/21- 02/28/22
Calderon Martinez, Rudy (Substitute)	Sr. Instr. Asst.-Behavior Varies	\$18.883 hr.	09/09/21
Casillas, Lorena (Substitute)	Early Learning Instructor Varies	\$22.419 hr.	09/09/21
Contreras, Andy	Asst. Soccer Coach Downey High	Not to exceed \$1,500.00	08/01/21- 10/01/21
Dolmos, Yvania (Summer School)	Sr. Instr. Asst.-Behavior Alameda	\$22.990 hr.	06/07/21- 07/09/21

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Edwards, Maria (Substitute)	Sr. Instructional Asst. Varies	\$17.994 hr.	05/25/21
Gomez, Kathy (Substitute)	Instruct. Media Tech. Varies	\$18.883 hr.	08/23/21- 12/16/21
Lopez, Liseth (Substitute)	Sr. Instr. Asst.-Behavior Varies	\$18.883 hr.	08/20/21
Lugo, Michael (Substitute)	Instructional Svcs. Tech. Varies	\$24.121 hr.	08/23/21
Lynch, Gingi (Extra Duty)	Sign Lang. Interpreter DHH Program	\$39.277 hr.	08/02/21- 08/09/21
Morga, Irina (Substitute)	Sr. Instr. Asst.-Behavior Varies	\$18.883 hr.	08/23/21
Nieves, Laura (Extra Duty)	Sign Lang. Interpreter DHH Program	\$37.408 hr.	07/26/21- 09/09/21
Pardo, Cristian (Substitute)	Maint. Electronics Tech. Varies	\$30.053 hr.	08/26/21
Pecka, Catherine (Substitute)	Admin. Secretary Varies	\$35.220 hr.	08/18/21
Pena, Maria G. (Extra Duty)	Sr. Instr. Asst.-Sign Lang. DHH Program	\$22.990 hr.	08/11/21- 06/30/22
Renteria, Vanessa (Substitute)	Early Learning Instructor Varies	\$22.419 hr.	09/09/21

AVID TUTOR – College & Career Readiness, \$14.000 Per Hour, 08/31/21-06/30/22

Hernandez, Gloria
Jimenez, Xochitl
Martin, Ashley
Montes, Briana
Ortiz, Sahayra

08/26/21-06/30/22
09/07/21-06/30/22
08/26/21-06/30/22

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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INTERMEDIATE CLERICAL ASSISTANT – Substitute, \$18.883 Per Hour

Alfaro, Cindy		08/23/21
Alfaro, Lissette		08/24/21
Alvarez, Ziayan		09/01/21
Bejerano Gonzales, Bertha		08/25/21
Briceno, Nancy		08/26/21
Briones, Denise		08/25/21
Bustamante, Andrea		09/01/21
Camacho, Janet		08/12/21
Delgado, Priscilla		09/02/21
Gastelum, Aime		09/16/21
Hernandez, Amalia		08/31/21
Jauregui, Griselda		08/20/21
Landeros, Patricia		08/26/21
Ochoa-Clark, Chantal		08/27/21
Paez, Andrea		08/18/21
Perez Sanchez, Elizabeth		08/23/21
Ramirez, Nataly		08/31/21
Ruiz, Samantha		08/23/21
Vargas-Garcia, Patricia		08/10/21
Zavala, Amanda		08/25/21

MUSIC SPECIALIST – \$14.000 Per Hour, 08/11/21-06/30/22, Not to exceed 800 hours

Cuevas, Ivan	Downey High
Dee, Stephanie	Warren High
Gonzalez, Samuel	Warren High
Ward, Colin	Warren High

STUDENT SUPERVISION ASST. – Substitute, \$14.000 Per Hour

Bautista Castro, Derly	09/01/21
Duque, Sandy	09/01/21
Duque, Yajaira	08/24/21
Escalante, Eileen	08/13/21
Gutierrez, Heidy	08/17/21
Magana, Luna	09/01/21
Mata, Stephanie	08/24/21

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 ASST. – Substitute, \$14.000 Per Hour (cont.)

Padilla, Marissa			08/27/21
Rodgers, Stephanie			09/01/21
Roman, Angelica			09/01/21
Torres, Marcela			09/01/21

STUDENT SUPERVISION ASST. – Extra Duty, Downey High, \$14.000 Per Hour, 08/15/21-12/31/21

Colon, Angelita			
Enslin, Laura			
Hernandez, Susana			
Luevano, Regina			
Mendez, Isabel			
Minnig, Janet			
Padilla, Claudia			03/01/21-06/15/21
Padilla, Claudia			
Perez, Aurelia			
Rodriguez, Jeannette			
Ruano, Maria			

STUDENT SUPERVISION ASST. – Extra Duty, Warren High, \$14.000 Per Hour, 09/03/21-12/07/21

Abrego, Rosa			
Austin, Stephen			
Chesser, Peggie			
Chowdhry, Shaiza			
Enslin, Ellen			
Franco, Marisol			
Lara, Cynthia			
Leflore, Zaiid			
Lozano, Ruth			
Macias, Hismelda			
Ortiz, Melissa			
Perez, Roxanne			
Ramirez, Ramon			
Ramos, Genesis			09/10/21-12/07/21

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>STUDENT SUPERVISION ASST. – Extra Duty, Warren High, \$14.000 Per Hour,</u> 09/03/21-12/07/21 (cont.)			
Reyes, Justine			
Robles, Jose			
Rodriguez, Ana			
Rojas, Adriana			08/15/21-12/31/21
Somohano, Yvonne			
Trammell, Charles			
Waites, Catherine			
Williams, Ke Shawn			09/04/21-12/07/21
Wilson, Shirley			
Vaaulu, Frances			
Zamor, Kimberly			09/04/21-12/07/21

UTILITY WORKER – Working Out of Class, As Needed, \$4,392.00 Per Month

Alamillo Alamillo, Manuel	Ward	\$4,172.00 mo.	08/04/21-06/30/22
Concha, Thomas	Warren High		08/31/21-06/30/22
Flores, Elias	Gauldin		09/07/21-06/30/22
Iturbe, Luz	Carpenter		08/02/21-06/30/22
Lozano Mota, Jose	Carpenter		08/02/21-06/30/22
Morales, Edwin	Gauldin		08/06/21-06/30/22
Rogers, Marcus	Unsworth		08/18/21-06/30/22
Rogers, Marcus	Ward		09/02/21-06/30/22

C. Change of Assignment

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Alvarado, Helen (Increase in Hours)	Sr. Instructional Asst. Sussman \$3,981.00 mo. (68.75%)	Sr. Instructional Asst. Sussman \$3,981.00 mo. (81.25%)	08/09/21

II. CLASSIFIED

C. Change of Assignment (cont.)

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Casillas, Alejandra (Working out of class for regular employee)	Food Service Asst. II Doty \$19.338 hr. 5 Hours	Food Service Supv. I Price \$20.780 hr. 7.5 Hours	08/02/21- TBD
Coker, Olufimilayo (Increase in Hours)	Sr. Instr. Asst.-Behavior Rio Hondo \$3,613.00 mo. (75%)	Sr. Instr. Asst.-Behavior Rio Hondo \$3,613.00 mo. (81.25%)	09/13/21
Corbett, Jeffrey (Working out of class for regular employee)	General Maint. Worker Maintenance \$4,840.00 mo. (100%)	Lead Maint. Worker Maintenance \$5,603.00 mo. (100%)	09/22/21- 10/01/21
Gonzalez, Guadalupe (Increase in Hours)	Sr. Instructional Asst. Sussman \$3,981.00 mo. (68.75%)	Sr. Instructional Asst. Sussman \$3,981.00 mo. (81.25%)	08/09/21
Guevara, Jackelyn (Working out of class until position is filled)	Inter. Clerical Asst. Downey High \$3,794.00 mo. (100%)	Instruct. Svcs. Tech. Downey High \$4,181.00 mo. (100%)	09/01/21- TBD
Iuffredo, Kelly (Reassignment)	Sr. Instr. Asst.-Medical Rio Hondo \$3,613.00 mo. (75%)	Sr. Instr. Asst.- Medical Price \$3,613.00 mo. (75%)	08/13/21
Lang, Elisa (Increase in Hours)	Sr. Instructional Asst. Sussman \$3,791.00 mo. (68.75%)	Sr. Instructional Asst. Sussman \$3,791.00 mo. (81.25%)	08/09/21
Medina, Lisa (Working out of class for regular employee)	Food Service Asst. II Alameda \$19.338 hr. 4 Hours	Food Service Supv. I Alameda \$20.780 hr. 7.5 Hours	08/26/21- TBD

II. CLASSIFIED

C. Change of Assignment (cont.)

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Mendez, Rene (Increase in Hours)	Sr. Instr. Asst.-Behavior Rio Hondo \$3,273.00 mo. (75%)	Sr. Instr. Asst.-Behavior Rio Hondo \$3,273.00 mo. (81.25%)	09/01/21
Moci, Kleanthi (Promotion) (Rpl. T. Israwi)	Asst. Network Admin. Technology & SIS \$8,073.00 mo. (100%)	Network Admin. Technology \$8,744.00 mo. (100%)	08/24/21
Ortiz, Kailyn (Promotion) (New Position)	Sr. Instr. Asst.-Behavior Alameda \$3,613.00 mo. (75%)	Early Learning Instructor Pace \$3,886.00 mo. (100%)	08/09/21
Ramirez Rosales, Jose (Working out of class until position is filled)	Utility Worker Lewis \$4,392.00 mo. (100%)	Operations Warren High \$4,392.00 mo. (100%)	09/10/21- TBD
Rios, Carla (Promotion) (Rpl. C. Hedden)	Lead Food Svc. Asst. Warren High \$20.844 hr. 7 Hours	Food Service Supv. I Ward \$3,987.00 mo. (93.75%)	09/16/21
Rodriguez, Yolanda (Working out of class for regular employee)	Food Service Asst. Doty \$17.994 hr. 3 Hours	Food Service Asst. II Doty \$19.338 hr. 5 Hours	08/16/21- TBD
Rosas, Claudia (Working out of class for regular employee)	Food Service Asst. Stauffer \$17.158 hr. 3 Hours	Food Service Asst. II Rio Hondo \$18.410 hr. 5 Hours	09/01/21- TBD
Triggs, Mary (Increase in Hours)	Sr. Instr. Asst.-Behavior Rio Hondo \$3,613.00 mo. (75%)	Sr. Instr. Asst.-Behavior Rio Hondo \$3,613.00 mo. (81.25%)	09/01/21

II. CLASSIFIED

C. Change of Assignment (cont.)

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Topete, Maria (Increase in Hours)	Sr. Instructional Asst. Sussman \$3,791.00 mo. (68.75%)	Sr. Instructional Asst. Sussman \$3,791.00 mo. (81.25%)	08/09/21
Williams, KeShawn (Promotion) (Rpl. M. Franco)	Sr. Instructional Asst. Alameda \$3,273.00 mo. (81.25%)	Sr. Instr. Asst.-Behavior Warren High \$3,445.00 mo. (81.25%)	09/20/21
Zapata, Mercedes (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	PE & Athl. Equip. Attend. Warren High \$4,172.00 mo. (100%)	08/26/21- TBD
Zendejas Cortes, Juan (Return to regular assignment)	Plant Grounds Asst. Warren High \$4,392.00 mo. (100%)	Groundskeeper Operations \$4,392.00 mo. (100%)	09/10/21

D. Leaves of Absence

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Fallon, Susan	Student Supv. Asst. Alameda	08/23/21- 02/23/22	Personal Business W/OUT PAY
Martinez, Joanna	Sr. Instr. Asst.-Behavior Ward	09/07/21- 10/07/21	AB2393-Child Bonding Leave
Mazariegos, Herminia	Sr. Instr. Asst.-Behavior Sussman	08/09/21- 12/31/21	Personal Business W/OUT PAY
Sanchez, Patricia	Inter. Clerical Asst. Lewis	09/13/21-10/15/21 & 11/01/21-12/17/21	AB2393-Child Bonding Leave

II. CLASSIFIED

D. Leaves of Absence (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Schlittenhart, Patricia	Sr. Instructional Asst. Williams	08/24/21- 09/06/21	FMLA/ CFRA
Velazquez, Delmy	Sr. Instr. Asst.- Behavior Stauffer	09/13/21- 11/08/21	Personal Business W/OUT PAY


E. Terminations

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Avalos, Andrea	Instruct. Media Tech. Warren High	09/08/21	Voluntary Resignation
Cabello, David	Sr. Instr. Asst.-Behavior Ward	08/21/21	Voluntary Resignation
Davalos, Andrea	Student Supv. Asst. Rio San Gabriel	09/10/21	Job Abandonment
Escalante, Eileen	Student Supv. Asst. Ward	08/14/21	Voluntary Resignation
Flores, Gloria	Student Supv. Asst. Price	08/16/21	Voluntary Resignation
Grant, Aaron	Sr. Instr. Asst.-Behavior Warren High	09/11/21	Voluntary Resignation
Hemenway, Lisa	Sign Lang. Interpreter DHH Program	08/14/21	Voluntary Resignation
Hoodye, Christopher	Sr. Instr. Asst.-Behavior Stauffer	09/11/21	Voluntary Resignation
Ponce, Katherine	Campus Security Asst. Downey High	12/29/21	Service Retirement

II. CLASSIFIED

E. Terminations (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Pulido, Jessica	Lab Assistant Adult School	09/10/21	Voluntary Resignation
Robles-Rodriguez, Monica	School Based Therapist Special Education	06/01/21	Voluntary Resignation
Salazar, Yaneth	Food Service Asst. Sussman	08/24/21	Voluntary Resignation
Sanchez, Guadalupe	Sr. Instr. Asst.-Behavior Rio Hondo	09/08/21	Voluntary Resignation
Santana, Anna	Sr. Instr. Asst.-Sign Lang. DHH Program	07/06/21	Voluntary Resignation
Sepulveda, Amaya	Student Supv. Asst. Imperial	08/16/21	Job Abandonment
Trinh, Antwan	Sign Lang. Interpreter DHH Program	06/01/21	Voluntary Resignation

II. 72. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Doty Middle School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021. 

Supporting Documents

 scan1255

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

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL ASSISTANT)

ACTION ITEM

We have received a request from Reynaldo Vargas-Carbajal, Jr., Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant. This new position is being created to support the needs of the students in the new mild/moderate SDC independent studies classroom at Doty Middle School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Doty Middle School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Doty Middle School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2021.

II. 73. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Sign Language, assigned to the DHH Program, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective September 13, 2021.

Supporting Documents



scan1256

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

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL ASSISTANT-SIGN LANGUAGE)


ACTION ITEM

We have received a request from Rebecca PiephoSu, Principal, DHH Program, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Sign Language. This new position is being created to support the special needs of a new Deaf and Hard of Hearing student per the students IEP requirements.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Sign Language, assigned to the DHH Program, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective September 13, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Sign Language, assigned to the DHH Program, six hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective September 13, 2021.

II. 74. RATIFY the establishment of two new positions with duties corresponding to the current classification of Computer/Network Support Technician, assigned to the Technology Department, eight hours per day, twelve months per year, at range 205, \$5,209 - \$6,324 per month, effective September 20, 2021. 

Supporting Documents



scan1257

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

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISHMENT OF TWO NEW POSITIONS (COMPUTER/NETWORK
SUPPORT TECHNICIAN)


ACTION ITEM

We have received a request from Chris Nezzar, Chief Technology Officer, to establish two new positions with duties corresponding to the current classification of Computer/Network Support Technician. These new positions are being created to better support the increased volume of work orders and to respond to the increased volume of phone calls and emails from students and staff requiring technical assistance with devices and computers.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of two new positions with duties corresponding to the current classification of Computer/Network Support Technician, assigned to the Technology department, eight hours per day, twelve months per year, at range 205, \$5,209 - \$6,324 per month, effective September 20, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of two new positions with duties corresponding to the current classification of Computer/Network Support Technician, assigned to the Technology department, eight hours per day, twelve months per year, at range 205, \$5,209 - \$6,324 per month, effective September 20, 2021.

II. 75. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Student Information Systems Operator, assigned to the Technology & Information Systems Department, eight hours per day, at range 190, \$4,726 - \$5,742 per month, effective September 27, 2021 through March 26, 2022. 

Supporting Documents



scan1260

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

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISHMENT OF ONE NEW LIMITED-TERM POSITION (STUDENT INFORMATION SYSTEMS OPERATOR)


ACTION ITEM

We have received a request from Chris Nezzar, Chief Technology Officer, to establish one new limited-term position with duties corresponding to the current classification of Student Information Systems Operator. This new limited-term position is being created to better support the onboarding of new, additional staff required to respond to the additional work brought on by the pandemic.

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 Student Information Systems Operator, assigned to the Technology & Information Systems department, eight hours per day, at range 190, \$4,726 - \$5,742 per month, effective September 27, 2021 through March 26, 2022.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Student Information Systems Operator, assigned to the Technology & Information Systems department, eight hours per day, at range 190, \$4,726 - \$5,742 per month, effective September 27, 2021 through March 26, 2022.

II. 76. RATIFY the new limited-term substitute rate of pay as follows: Day-to-Day - \$200.00 per day; Long-Term General Education - \$230.00 per day (after the 10th day of assignment); Long-Term Special Education - \$230.00 per day (on the first day of assignment); Half-Day - \$115.00 per day; these rates will be effective September 1, 2021 through June 3, 2022. 

Supporting Documents



scan1259

Downey Unified School District
CERTIFICATED HUMAN RESOURCES

SUBSTITUTES

Effective Date: September 1, 2021


CLASSIFICATION

Day-to-Day Substitute - \$200.00 Per Day

Long-term Substitute - \$230.00 Per Day (Beginning the 11th Day)

Special Education Long-term Substitute - \$230.00 (Beginning the 1st Day)

Effective Dates: September 1, 2021 - June 3, 2022

II. 77. RATIFY the Hourly Career Technical Education (CTE) Teacher Recruitment and Retention Incentive between Gary Alvarez, a CTE teacher, the Downey Education Association and the Downey Unified School District. 

Supporting Documents



scan1261

DOWNEY UNIFIED SCHOOL DISTRICT
Hourly Career Technical Education (CTE) Teacher
Recruitment and Retention Incentive

This agreement is entered into by and between Gary Alvarez, a Career Technical Education ("CTE") teacher, the Downey Education Association ("DEA") and the Downey Unified School District ("District") in order to recruit and retain a hard-to-fill need for a qualified instructor to teach Film and T.V.

Pursuant to the terms and conditions expressly set forth in this agreement, Mr. Alvarez, DEA and the District agree to the following:

Coursework to Clear CTE Credential

1. Alvarez agrees to enroll with the University of San Diego to complete the following coursework in order to clear his CTE credential:
 - a. Foundations of Curriculum Adult Education/Career Technical Education, and
 - b. EDC-X775(J) (previously EDU-775J)
2. Alvarez understands and agrees that the above-listed courses must be successfully completed by the end of the 2022/2023 school year.
3. Upon receipt of proof of the successful completion of the two courses, the District agrees to reimburse Mr. Alvarez for the cost of tuition up to \$3,600. Acceptable forms of proof include transcripts from the University of San Diego or a true and correct copy of a certificate of completion.

Signing Bonus

Subject to the terms and conditions below, District further agrees to pay Mr. Alvarez a signing bonus in the gross amount of \$15,000 (\$750 multiplied by 20 work months) on or before September 30, 2021 applicable payroll taxes will be withheld.

1. In consideration of the signing bonus, Mr. Alvarez agrees to remain employed with the District in a CTE position for two complete, consecutive school years (i.e., the 2021/2022 and 2022/2023 school years).
2. Should Mr. Alvarez leave the District's employ prior to the conclusion of the 2021/2022 school year, he agrees to repay the signing bonus less the equivalent of \$750 per month actually worked. For example, if Mr. Alvarez voluntarily leaves the District as of January 1, 2022, Mr. Alvarez will repay the District \$12,000. (\$15,000 less \$3000 (\$750 X 4 months.) Partially worked months will be prorated.
3. In the event Mr. Alvarez's employment is terminated by the District, he may retain the entire amount of the signing bonus.
4. Notwithstanding any provision to the contrary, in the event Mr. Alvarez's employment is terminated during his first year of employment, either voluntarily or involuntarily, and such termination is subject to reporting to the CCTC pursuant to the California Code of Regulations section 80303, Mr. Alvarez shall repay the signing bonus less \$750 per month for the number of months he actually worked; partially worked months shall be prorated.

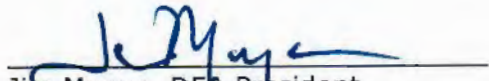
5. Repayment may be in the form of a lump sum payment, or Mr. Alvarez may request a repayment plan be established with the District for an agreed-upon amount each month, for a period of time not to exceed three years.

This MOU is non-precedential; entered into voluntarily; final and binding on the parties; and satisfies the District's obligation to meet and negotiate the matters described herein.

This MOU does not modify or amend any current contract language.

Dated: 8/11/2021

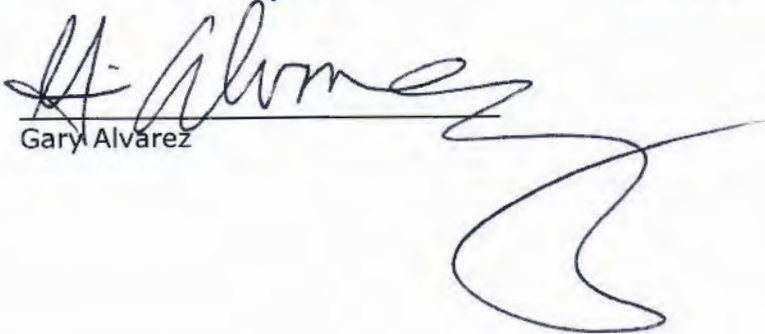
For the Association:



Jim Mogan, DEA President

Dated: 08-11-2021

For the District:


Alyda Mir, Assistant Supt., Certificated


Gary Alvarez

II. 78. APPROVE the revised duty statement for the classification of Assistant Network Administrator, as attached, effective October 6, 2021. 

Supporting Documents



scan1262

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Personnel Services / Personnel Commission

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: REVISED DUTIES – ASSISTANT NETWORK ADMINISTRATOR

ACTION ITEM

Staff met with the Technology Team to update the class description for the Assistant Network Administrator due to the need to run a recruitment. The duties of the position have been revised to more accurately reflect the actual duties being done and the needs of the department. A revised statement of duties is attached.

The Personnel Commission will be asked to revise the remainder of the classification description to incorporate these revised duties. The salary range seems appropriate so there will not be any adjustments to the compensation for the classification.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the revised duty statement for the classification of Assistant Network Administrator, as attached, effective October 6, 2021.

CLASS TITLE: ASSISTANT NETWORK ADMINISTRATOR

BASIC FUNCTION:

Under the direction of the Network Administrator, performs a variety of specialized duties in the installation, configuration, maintenance and operation of the District's Local (LAN) and Wide Area (WAN) networks, servers and related equipment; monitors and evaluates network systems and servers to ensure proper operation; provides assistance to network users and technical support staff; monitors network security; and assists in the daily activities and operations of the data center servers and equipment.

REPRESENTATIVE DUTIES:

Install, configure, upgrade and maintain network servers using software such as Microsoft Windows, Apple OS X, or Linux. **E**

Diagnose and resolve systems errors by analyzing error messages, logs and procedures; refer unresolved technical issues to appropriate Technology staff or vendors as necessary. **E**

Assist District staff to resolve software related issues, including but not limited to, operating systems, applications, and networking software; assist other technical support staff to assure optimum systems availability to users. **E**

Monitor database backup and recovery strategies and procedures; monitor backup jobs; recover data as required to ensure integrity of database, application, and file systems. **E**

Evaluate and configure the usage of shared folders and mapped drives with usage of policies, scripts, and effective permissions. **E**

Prepare, test, and make available end user computer system images, operating system, driver, and application updates, and other software. **E**

~~Test and~~ Evaluate hardware and software to determine efficiency, reliability and compatibility with existing operating environment and configuration requirements. **E**

Monitor and evaluate the performance of networking equipment, firewalls and servers through troubleshooting and use of diagnostic programs; resolve network performance and connectivity issues; adjust network efficiency to provide the best possible performance. **E**

REPRESENTATIVE DUTIES: (Continued)

Use troubleshooting and monitoring tools such as sniffers, protocol analyzers and performance monitors; adjust network parameters to maximize performance.

Communicate and coordinate activities with outside vendors, suppliers and repair technicians regarding systems repairs, outages, equipment replacement and installation. *E*

Confer with users to identify and clarify prospective needs for network requirements and related services. *E*

Install and configure computer hardware such as servers, repeaters, bridges, routers and gateways, to ensure network access; integrate new hardware to enhance performance; deploy and support network applications. *E*

Establish user accounts, passwords, e-mail accounts, internet connectivity, back-ups and directories; troubleshoot and resolve password issues; and maintain confidentiality of sensitive and privileged information. *E*

Monitor and maintain network system security, servers, backup libraries and databases; upgrade anti-virus software; perform preventative maintenance on network and server hardware equipment; create utilities and scripts. *E*

Assist with the training of District staff in the operations of computers and related peripheral equipment and software, as related to District networks and server applications. *E*

Assist in the design and development of local and wide area networks. *E*

Assist in the administration of server-based physical security systems. *E*

Perform other related duties as required.

Note: At the end of some of the duty statements there is an italicized "E" which identifies essential duties required of the classification.


Revised:

October 2021, D.U.S.D.

Established: March 2016, D.U.S.D.

III. 1. ADOPT Resolution No. 202122-02 regarding application for Outdoor Equity Program Grant Funds. 

Supporting Documents

 scan1263

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Education
Prepared by: John Harris, Director, College and Career Readiness

SUBJECT: ADOPTION OF RESOLUTION – REGARDING APPLICATION FOR
OUTDOOR EQUITY PROGRAM (OEP) GRANT FUNDS

ACTION ITEM

The College and Career Readiness (CCR) department is requesting approval of The California Department of Parks and Recreation Outdoor Equity Program (OEP) grants application for up to \$700,000 for each community home base. Proposed community home bases include Downey High School and Warren High School, with proposed activities open to Columbus High School students. OEP grants aim to improve the health and wellness of Downey Unified students and their families through new educational and recreational activities, service learning, Career Technical Education Pathways, and leadership opportunities that strengthen a connection to the natural world. Matching funds are not a requirement for this grant application.

If Funding is Awarded the Following are Possible Activities that the Grant Can Pay for:

Activities in the community and trips to natural areas (such as regional, state, national park, tribal land, river or lake, beach, forest, mountain, or desert area for day or overnight trips within the state).

Examples of activities in the community that include students:

- Learning about the community's environment.
- Taking educational walks in the community to discover nature in action.
- Preparing for a natural area trip.
- Increasing capacity to foster a long-term environmental justice legacy such as engaging in planning and improving the community's environment.
- Participating in meaningful opportunities that can be used for future employment resumes or college admissions for natural resources or environmental justice professions. The experience gained should be useful for future employment resumes or college admissions, via a certificate or internship.

Examples of allowable grant expenses:

- Paid student Internships
- Supplies, equipment, and activity fees and their associated cost estimates
- Staff time
- Transportation costs for getting to natural areas
- Training (e.g., first aid, survival skills, etc.)

Application Progress as of September 10, 2021:

- Bayha Group facilitated four virtual focus groups during which DUSD students, family members and administrators (including Downey High School, Warren High School and their respective feeder schools) provided input for potential outdoor activities.
- Application deadline is October 8, 2021.

Possibility for Awards of More Than \$700,000

AMOUNT AVAILABLE: \$57 million is available for competitive grants statewide.

While \$700,000 is the grant amount cap, this amount is per application. More than \$700,000 may be awarded to one applicant. An applicant can submit a separate application for each additional community it can serve. For example, three applications could be submitted by an applicant to serve three rural towns or three urban communities at \$300,000 per application. If all three grants are awarded, that would total \$900,000 in program funding.

Proposed Downey Unified community home bases:

1. Downey High School
2. Warren High School

SUPERINTENDENT'S RECOMMENDATION:

ADOPT Resolution No. 202122-02 Approving the Application for Outdoor Equity Program Grants Program Grant Funds between the State of California, Department of Parks and Recreation and Downey Unified School District.

DOWNEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 202122-02

RESOLUTION APPROVING THE APPLICATION FOR OUTDOOR EQUITY GRANTS
PROGRAM GRANT FUNDS BETWEEN THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION AND
DOWNEY UNIFIED SCHOOL DISTRICT

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grants Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Downey Unified School District hereby:

APPROVES the filing of an application for the Outdoor Equity Grants Program Grant Funds; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s); and
2. Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to operate the program(s) as described in the Grant Selection Criterion response, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provision contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to Christina Aragon, Associate Superintendent, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b) (8 A-G).

APPROVED, PASSED AND ADOPTED by the Board of Education of the
Downey Unified School District at the October 5, 2021 meeting by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

DOWNEY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

D. Mark Morris, President

III. 3. ADOPT Resolution No. 202122-03 regarding Sufficiency of Instructional Materials. 

Supporting Documents



scan1264

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Wayne Shannon, Ed.D., Assistant Superintendent, Elementary
Roger Brossmer, Ed.D., Assistant Superintendent, Secondary
SUBJECT: ADOPTION OF RESOLUTION – REGARDING SUFFICIENCY OF
INSTRUCTIONAL MATERIALS

ACTION ITEM

The California Department of Education requires each school district to hold a public hearing and make a determination, through a resolution, as to whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, in specified subjects that are aligned to the academic content standards and are consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education as required in Education Code Section 60119 et seq. The Board of Education is required to certify that the District has adhered to the statutory requirements regarding the purchase of K-12 instructional materials to certify compliance with *Education Code* Section 60422(a) and *California Code of Regulation* (CCR), Title 5, Section 9531, pursuant to the Instructional Materials Funding Realignment Program (IMFRP).

SUPERINTENDENT'S RECOMMENDATION:

ADOPT Resolution No. 202122-03 Regarding Sufficiency of Instructional Materials.

DOWNEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 202122-03

SUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the governing board of the Downey Unified School District, in order to comply with the requirements of Education Code Sections 60119 held a public hearing on Tuesday, October 5, at 5 o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours; and

WHEREAS, the governing board provided at least ten days notice of the public hearing posted in at least three public places within the district that stated the time, place and purpose of the hearing; and

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district; and

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home; and

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, consistent with the cycles and content of the curriculum frameworks; and

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes; and

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive,

THEREFORE, it is resolved that for the 2021-22 school year, the Downey Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED this 5th day of October 2021.

DOWNEY UNIFIED SCHOOL DISTRICT

Signature of President of the Board of Education

Signature of District Superintendent

III. 4. ADOPT Resolution No. 202122-04, in Support of CHARACTER COUNTS! Week, October 18-22, 2021. 

Supporting Documents



scan1265

DOWNEY UNIFIED SCHOOL DISTRICT

Resolution No. 202021-04

RESOLUTION IN SUPPORT OF CHARACTER COUNTS! WEEK
OCTOBER 18-22, 2021

WHEREAS, young people will be the stewards of our communities, nation and world in critical times, and the present and future well-being of our society requires an involved, caring citizenry with good character;

WHEREAS, concerns about the character training of children have taken on a new sense of urgency as violence by and against youth threatens the physical and psychological well-being of the nation;

WHEREAS, more than ever, children need strong and constructive guidance from their families and their communities including schools, youth organizations, religious institutions and civic groups;

WHEREAS, the character of a nation is only as strong as the character of its individual citizens, and the public good benefits when young people learn that good character counts in personal relationships, in school, and in the workplace;

WHEREAS, scholars and educators agree that people do not automatically develop good character and, therefore, conscientious efforts must be made by youth-influencing institutions and individuals to help young people develop the essential traits and characteristics that comprise good character;

WHEREAS, character development is, first and foremost, an obligation of families, though efforts by faith communities, schools, and youth, civic and human service organizations also play a very important role in supporting family efforts by fostering and promoting good character;

WHEREAS, in July 1992, the Aspen Declaration was written by an eminent group of educators, youth leaders and ethics scholars for the purpose of articulating a coherent framework for character education appropriate to a diverse and pluralistic society;

WHEREAS, the Aspen Declaration states that "effective character education is based on core ethical values which form the foundation of democratic society" – trustworthiness, respect, responsibility, fairness, caring, and citizenship – and these "Six Pillars of Character" transcend cultural, religious, and socioeconomic differences;

WHEREAS, the Aspen Declaration states that "The character and conduct of our youth reflect the character and conduct of society; therefore, every adult has the

responsibility to teach and model the core ethical values and every social institution has the responsibility to promote the development of good character”;

NOW, THEREFORE, The Downey Unified School District Board of Education hereby endorses the “Six Pillars of Character” and urges all employees to seek out opportunities to emphasize these core ethical values in their work with young people, and we encourage all citizens, corporate and individual, to model these traits of good character in an ongoing commitment to promote character development and ethical behavior in the youth of our community, and;

FURTHER, the Downey Unified School District declares the week commencing the third Sunday in October as CHARACTER COUNTS! Week, and calls on the people of Downey and interested groups to embrace these Six Pillars of Character and observe that week with appropriate ceremonies and activities.

PASSED AND ADOPTED by the Governing Board this 5th Day of October, 2021.

BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT

D. Mark Morris
President of the Governing Board

IV. 2. APPROVE Certification of Provision of Standards-Aligned Instructional Materials. 

Supporting Documents



scan1267

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Wayne Shannon, Ed.D., Assistant Superintendent, Elementary
Roger Brossmer, Ed.D., Assistant Superintendent, Secondary

SUBJECT: APPROVAL OF CERTIFICATION OF PROVISION OF STANDARDS-
ALIGNED INSTRUCTIONAL MATERIALS

ACTION ITEM

The California Department of Education requires each school district to certify that each pupil in the district, in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas: History/Social Science, Mathematics, Reading/Language Arts, and Science. For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by *CCR, Title 5, Section 9531*. For students in grades 9-12, the instructional materials were adopted following district review of the materials and their alignment with state content standards as required by *CCR, Title 5, Section 9531*.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Certification of Provision of Standards-Aligned Instructional Materials.

**Certification of Provision of
Standards-Aligned Instructional Materials**

FOR FISCAL YEAR 2021-22

Los Angeles County

19-64451 / Downey Unified School District

The governing board of the Downey Unified School District hereby certifies that as of this date, each pupil in the district, in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas: History/Social Science, Mathematics, Reading/Language Arts, and Science.

For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by *the California Code of Regulations, Title 5, Section 9531*.

For students in grades 9-12, the instructional materials were adopted by the local governing board following district review of the materials and their alignment with state content standards as required by *the California Code of Regulations, Title 5, Section 9531*.

Certification was approved by the governing board at a public meeting on October 5, 2021

Downey Unified School District/19-64451

School District/CDS Code

October 5, 2021

Governing Board Public Hearing Date

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

School District or County Superintendent's Name (print)

Signature of District Superintendent

Date

Wayne Shannon, Ed.D., Elementary

(562) 469-6561

Contact Person

Telephone Number

Roger Brossmer, Ed.D., Secondary


(562) 469-6551

Contact Person

Telephone Number

IV. 4. APPROVE the Elementary and Secondary School Emergency Relief III Expenditure Plan. 

Supporting Documents

 scan1268

DOWNEY UNIFIED SCHOOL DISTRICT

Educational Services

DATE: October 5, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Wayne Shannon, Ed.D., Asst. Superintendent, Elementary Education
Prepared by: Patricia Sandoval, Ed.D. Director, Innovative Ed.
Programs

SUBJECT: ESSER III EXPENDITURE PLAN

ACTION ITEM

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

Fiscal Requirements

The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research.

The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:

- Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;

- Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
- Any activity authorized by the Adult Education and Family Literacy Act;
- Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
- Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
- Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
- Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
- Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
- Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
- Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;

- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;
- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the ESSER III Expenditure Plan.

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Downey Unified School District	Patricia G. Sandoval, Ed.D. Director of Innovative Education Programs	pgonzalezsandoval@dusd.net 562-469-6568

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
LCAP	https://web.dusd.net/lcap/

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$35,665,987.00

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$7,631,146.00
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$18,920,994.00
Use of Any Remaining Funds	\$9,113,847.00
Total ESSER III funds included in this plan	
\$35,665,987.00	

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

During the 2020-21 school year, various District surveys were administered to parents/guardians and staff. These surveys provided valuable feedback which informed District leadership in making decisions about the instructional program, ongoing structural supports, and interventions to support students during our school closure and March 2021 reopening. In June 2021, Downey Unified sent all students, staff, and parents an LCAP survey. This survey asked all our education partners to provide their feedback on distance learning, the current instructional program, and areas of need for the 2021-22 school year. DUSD received 18,000 responses from:

- Parent responses: 5,800
- Student responses: 11,000
- Teacher/Staff responses: 1,200

We received positive feedback about our instructional program, communication during our school closures, and accessibility to families. The area of need was overwhelmingly in our continued need to provide mental health support and interventions for students.

In addition to the LCAP surveys, input from site Principals, our bargaining units, and parent groups was solicited as part of this process. Site Principal input was obtained through formal and informal methods. The formal process comprised of weekly or biweekly Principal meetings where District leadership and Principals discussed successes and challenges associated with our ongoing efforts to navigate the pandemic and the effects of the closures. During these meetings, Principals informed District leadership of their needs and provided input on upcoming initiatives, actions, and solutions to ongoing difficulties. Informal processes included one on one conversations with Principals discussing their specific schools' and students' needs along with brainstorming possible solutions to mitigate student learning loss.

Input from the bargaining units centered around staff and student safety, student support, and infrastructure support. This feedback was solicited through the negotiations process as well as informal one on one conversations with association leadership. Staff LCAP surveys were used to focus our conversations with association leadership. Additional parent input was obtained through the Parent Advisory Committee, which has representatives from each school site, as well as parents representing our English Learners, Homeless-Foster Youth, and Low-Income student subgroups and the District English Learner Advisory Committee (DELAC). Community input was obtained through the October 5, 2021 Board of Education Meeting where there was an opportunity to comment on items in the expenditure plan.

A description of how the development of the plan was influenced by community input.

This expenditure plan was developed in response to community (staff, students, and parents) input. A summary of the feedback provided by specific groups is provided:

All stakeholders identified the need to broaden mental health support and increase services in the area of Social Emotional Learning.

- This plan allocates funding for to provide staffing in all schools to provide direct services in mental health, behavior, and social-emotional wellness.

Teachers, site administrators, and parents continue to advocate for increased intervention and academic support for all students.

- Allocate funding to provide interventionist support in schools.
- Funding is allocated to support after school interventions at all schools.
- Funding for Categorical Teachers to coordinate and monitor the intervention programs at each middle school.
- Provide an expanded summer school program to extend student learning and mitigate learning loss for all students in K-12.
- Provide library staffing increases student access of digital resources to support their learning.

All stakeholders indicated a need to maintain a safe learning environment for all students and staff.

- Additional maintenance support for facilities.
- Funding for COVID-related expenditures such as testing, HVAC upgrades, PPE, contact tracing is allocated.

In collaboration with our certificated association, there is a need to provide additional funding for certificated and/or classified staffing to support in-person learning.

- Interventionist substitute teacher rate increase.
- Resident and daily substitute teacher rate increase.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$7,631,146.00

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	COVID Related Expenditures	Purchase supplies such as PPE, outdoor equipment and upgrade existing facilities to support safety, i.e. HVAC upgrades, ventilation, etc. Hire additional support staff to provide a safe in-person teaching and learning environment.	\$5,174,110.00

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	Staff salaries	Provide additional funding for certificated and/or classified staff to support in-person learning.	\$2,457,036.00

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$18,920,994.00

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	Intervention Support for TK-12	Fund positions and allocate funds to provide intervention and academic support to students in TK-12.	\$9,130,994.00
[Plan, Goal #, Action #]	Summer School	Provided summer expanded learning opportunities for students in K-12 to address learning loss.	\$9,790,000.00

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$9,113,847.00


Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	Social-Emotional Supports	Provide social-emotional and behavioral supports to elementary and secondary schools. Social-emotional supports includes additional staff to provide direct services to students in mental health, behavior, and wellness.	\$6,415,372.00
[Plan, Goal #, Action #]	Virtual Learning	Provide staffing to support virtual learning for students in TK-12.	\$2,698,475.00

Ensuring Interventions are Addressing Student Needs


The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID-19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID-19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Intervention Support for TK-12	ESGI and iReady assessments will be used to progress monitor students in ELA and Math in TK-8. School level data in ELA and Math to monitor students in 9-12 (D&F lists).	<u>Elementary</u> <ul style="list-style-type: none"> ESGI assessments, 3x per year for TK/K. iReady assessments in ELA and Math, 3x per year for grades 1st-5th. <u>Secondary</u> <ul style="list-style-type: none"> iReady assessments in ELA and Math, 3x per year for grades 6th-8th grades. Quarterly D&F rates.
Summer School	K-8 students: Pre/post local assessments (iReady or other curriculum-based assessment) Secondary: Pass rates for summer school students. Number of students repairing grades.	4-6 weeks (EOY assessment data and end of summer school assessment data) 6 weeks- end of summer school.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Social-Emotional Supports	School level data on office referrals (# of discipline referrals)	Fall and Spring (2x per year)

V. 1. APPROVE the Memorandum of Understanding between Downey Unified School District and Downey Education Association regarding AB130 and Additional COVID Related Procedures for the 2021-22 school year. 

Supporting Documents

 Regarding AB130 & Additional COVID Related Procedures

**Memorandum of Understanding
Between Downey Education Association
And
Downey Unified School District
Regarding AB130 & Additional COVID Related Procedures**

The Downey Unified School District ("District") and Downey Education Association ("Association") enter into this Memorandum of Understanding regarding AB130 and additional COVID related procedures effective the 2021-2022 school year ONLY.

The parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the Governor's Pandemic plan, along with The Los Angeles County Department of Public Health officials, to prevent illness and contain the spread of the coronavirus. It is the goal of the District and the Association to offer in-person instruction to the greatest extent possible.

The parties mutually agree to communicate and meet as necessary to develop guidelines and amendments for the implementation of this MOU.

All measures to ensure the safety of employees and students for County of Los Angeles Department of Public Health Order of the Health Officer: Reopening of K-12 Schools and of the associated protocol for K-12 Exposure Management must be implemented and are applicable to all on-site personnel, including those providing specialized services.

T1: Covid-19 District Update – July 28, 2021

- <https://web.dusd.net/coronavirus/>

T2: Protocol for COVID-19 Exposure Management Plan in TK-12 Schools Recent Updates: August 10, 2021

- http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/ExposureManagementPlan_K12Schools.pdf

Nurses

- Nurses working over their regular 7.5 hour contracted day, will be paid at the rate of \$58.23 per hour for any additional time worked. Weekly timesheets documenting additional work/time shall be turned into their supervisor.

In Person Classroom Instruction

- Masks shall be worn at all times by all employees and students while on campus, with the exception of eating and drinking, as well as working alone in the classroom/office.
- Failure to wear masks properly (covering nose and mouth) shall result in progressive disciplinary action (warning; written warning; suspension; termination).
- Current seating charts shall be available at all times for contact tracing purposes.
- Teacher requests for District testing opportunity shall be facilitated by school nurse.
- ILT, Staff, and Parent meetings shall be conducted on Zoom.
- PLC, IEP, and SST Meetings shall be conducted on Zoom or may be held in person with 6 ft. spacing and a mask worn at all times. These meetings must be on Zoom if appropriate spacing is not possible.
- If a substitute is not available, Categorical Resource teachers at the elementary level shall be paid \$200 for full-day or \$100 for half-day coverage when no substitute is available. At least 15 minutes of time per period must be spent substituting before pay will be provided.
- At the secondary level, and on a rotating basis if a substitute is not available, Classroom Teachers, Librarians, Counselors, TOSAs (ASB, A.D., Deans, Instructional Coaches, Coordinators, and Categorical Resource teachers) shall receive 1/5 of \$200 per period taught. At least 15 minutes of time per period must be spent substituting before pay will be provided for that period.
- Back to School Night shall be conducted on Zoom with a professional atmosphere, strong internet connection, and virtual background.
- Elementary Quarantine Situation
 - Family notification letters with timelines shall also be sent to Bargaining Unit Members who have been in contact with the exposure.
 - Staff and students who are quarantined shall remain in an online platform for the number of days determined by the school nurse. Teachers may work from school or home once they have been cleared by the school nurse.
 - Quarantine school day will mirror the staff schedule specific to their school site, including PE.
 - DIS services will continue to be provided (e.g. Camming in, breakout room, etc.).
- Permanent Bargaining Unit Members who are scheduled for evaluations shall complete two observations for the 2021-2022 school year evaluation process. The option for a third observation to be conducted based on performance is determined by the administrator. Teachers on a Probationary, Temporary, or Intern contract shall follow the 2021-2022 evaluation timeline.
- Teachers providing before and/or after school Instructional Intervention will be paid at the rate of \$50.00 per hour effective October 1, 2021 – June 2, 2022.

Online Elementary School

- Bargaining Unit Members may work from home on Zoom with a professional atmosphere, strong internet connection, and having notified administration.
- The Qualtrics daily Covid-19 Screener only needs to be completed when working on site.
- Bargaining Unit Members who only work from home and are not vaccinated, do not need to complete the weekly Covid-19 testing.
- Administrative walk throughs will continue to be conducted via Zoom.
- When necessary, an online teacher's room may be used for other purposes.
- Tenured teachers will return to the Stull process and timelines in the 2022-23 school year.
- Teachers on a Probationary, Temporary or Intern contract shall complete two observations by March 1, 2022. The option for a third observation to be conducted based on performance.

Vaccine Verification for Workers in Schools

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Vaccine-Verification-for-Workers-in-Schools.aspx>

- Bargaining Unit Members who have not submitted mandatory proof of vaccination status through DUSD Self Certification process will be required to complete a COVID-19 test weekly.
- As of September 13, 2021, a measured rollout began. Weekly testing is required until a Bargaining Unit Member is fully vaccinated (2 weeks after final dosage). The District will notify employees when the mandated testing begins for your site. Only testing through DUSD sites will be accepted for the weekly testing.
- Bargaining Unit Members were requested to upload verification of vaccination to the Informed K-12 data base by August 27, 2021.
- Bargaining Unit Members who have become fully vaccinated since August 27, shall upload verification via Informed K-12 within 24 hours of final vaccination.
- If an employee submits a forged or counterfeit COVID vaccination card, the employee shall be terminated for their actions.
- Failure to successfully complete your weekly testing protocol will result in unpaid leave and shall include progressive disciplinary action until weekly testing resumes.
- If an employee misses a scheduled weekly test and is on paid time off or on approved Leave of Absence (LOA), a make-up day will be arranged with their immediate supervisor.

For the Association:

Julia Wright
Signature

Bargaining Chair
Title

Julia Wright
Name (Print)

9-17-21
Date

For the District:

Alyda R. Mir
Signature


Assistant Superintendent
Title

Alyda R. Mir
Name (Print)

9-17-2021
Date

V. 2. APPROVE the Memorandum of Understanding between the Downey Unified School District and the California School Employees Association and its Chapter #248 regarding the Vaccine Verification for Workers in Schools dated September 14, 2021. 

Supporting Documents

 scan1270

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
DOWNEY CHAPTER #248 (CSEA)
AND
DOWNEY UNIFIED SCHOOL DISTRICT
VACCINE VERIFICATION FOR WORKERS IN SCHOOLS
SEPTEMBER 14, 2021**

- Beginning October 1, 2021, Unit I members will receive ½ day paid time off to successfully complete their personal vaccination efforts. Additionally, members will also receive 1 sick leave day for support, should they experience any side effects from the vaccination. Documentation of vaccine card will be required.
- Unit I members who have not submitted mandatory proof of vaccination status through DUSD Self Certification process will be required to complete a COVID-19 test weekly.
- As of Sept 13, 2021, a measured rollout began. Weekly testing is required until a bargaining unit member is fully vaccinated (2 weeks after final dosage). The District will notify employees when the mandated testing begins for your site. Only testing through DUSD sites will be accepted for the weekly testing.
- Unit I members were requested to upload verification of vaccination to the Informed K-12 data base by August 27, 2021.
- Unit I members who have become fully vaccinated since August 27, shall upload verification via Informed K-12 within 24 hours of final vaccination.
- If an employee submits a forged or counterfeit COVID vaccination card, they may be terminated for their actions.
- Unit I members who are required to test, will fulfill this mandated responsibility during their regularly scheduled workday and will receive ½ hour to complete the weekly testing.
- Failure to successfully complete your weekly testing protocol will result in unpaid leave and may include progressive disciplinary action until weekly testing resumes.
- If an employee misses a scheduled weekly test and is on paid time off or on approved Leave of Absence (LOA), a make-up day will be arranged with their immediate supervisor, **upon their return to work.**

Agreed Upon September 14, 2021

For Unit I:

Peggie Chesser

Peggie Chesser (Sep 20, 2021 14:05 EDT)

Peggie Chesser

President

CSEA, Chapter 248

For the District:

A.M.

Alyda Mir (Sep 20, 2021 11:06 PDT)

Alyda Mir

Assistant Superintendent,

Certificated Human Resources

For CSEA:

April Vidrio

April Vidrio (Sep 20, 2021 17:05 PDT)

April Vidrio

Labor Representative

CSEA

V. 3. APPROVE the Memorandum of Understanding between the Downey Unified School District and the California School Employees Association and its Chapter #746 regarding the Vaccine Verification for Workers in Schools dated September 10, 2021. 

Supporting Documents

 scan1271

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
DOWNEY CHAPTER #746 (CSEA)
AND
DOWNEY UNIFIED SCHOOL DISTRICT
VACCINE VERIFICATION FOR WORKERS IN SCHOOLS
SEPTEMBER 10, 2021**

- Beginning October 1, 2021, Unit II members will receive ½ day paid time off to successfully complete their personal vaccination efforts. Additionally, members will also receive 1 sick leave day for support, should they experience any side effects from the vaccination. Documentation of **vaccine card** will be required.
- **Unit II** members who have not submitted mandatory proof of vaccination status through DUSD Self Certification process will be required to complete a **COVID-19 test weekly**.
- **As of Sept 13, 2021, a measured rollout began. Weekly testing is required until a bargaining unit member is fully vaccinated (2 weeks after final dosage). The District will notify employees when the mandated testing begins for your site. Only testing through DUSD sites will be accepted for the weekly testing.**
- **Unit II members were requested to upload verification of vaccination to the Informed K-12 data base by August 27, 2021.**
- Unit II members who have become fully vaccinated since August 27, shall upload verification via Informed K-12 within 24 hours of final vaccination.
- If an employee submits a **forged or counterfeit** COVID vaccination card, they may be terminated for their actions.
- **Unit II** members who are required to test, will fulfill this mandated responsibility during their regularly scheduled workday and will receive ½ hour to complete the weekly testing.
- Failure to successfully complete your weekly testing protocol will result in unpaid leave and may include progressive disciplinary action until weekly testing resumes.
- If an employee misses a scheduled weekly test and is on paid time off or on approved **Leave of Absence (LOA)**, a make-up day will be arranged with their immediate supervisor, **upon their return to work.**

Agreed Upon September 10, 2021

For Unit II:


John Torres (Sep 30, 2021 15:16 PDT)

John Torres
President
CSEA, Chapter 746

For the District:


Alyda Mir (Sep 30, 2021 15:24 PDT)

Alyda Mir
Assistant Superintendent,
Certificated Human Resources


For CSEA:


April Vidrio (Oct 4, 2021 09:51 PDT)

April Vidrio
Labor Representative
CSEA

V. 4. APPROVE the Memorandum of Understanding between Downey Unified School District and Downey Education Association Regarding RSP Caseloads for the 2021-22 school year. 

Supporting Documents

 scan1272

**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 2021-22 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 2021-22 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:

Julia Wright
Signature

Bargaining Chair
Title

Julia Wright
Name (Print)

9-16-21
Date

For the District:

Alyda R. Mir
Signature


Asst. Sup. of Cert. H.R.
Title

Alyda R. Mir
Name (Print)

9-16-2021
Date

V. 5. RECEIVE Initial Bargaining Proposal(s) from California School Employees Association, Chapter #248. 

Supporting Documents

 scan1273

Negotiations
Downey Unified School District (DUSD)
And California School Employees Association and its Downey Chapter #248 (CSEA)
Initial Proposal for Reopener 2021-2022

In accordance with the agreement between the California School Employees Association and its Downey Chapter #248 (CSEA) and the Downey Unified School District (DUSD), CSEA proposes the following conceptual modifications, additions, or deletions to the current collective bargaining agreement between the respective parties.

CSEA reserves the right to advance other additions, deletions, and interests during this reopener negotiations on all articles and or appendices. CSEA intends to negotiate the following:

Article VIII- Salaries

CSEA intends to negotiate an on-going salary cost-of-living increase

Article XI- Leaves

CSEA intends to negotiate leaves.

V. 7. PRESENT Downey Unified School District Board of Education Initial Bargaining Proposal(s) with California School Employees Association, Chapter #248. 

Supporting Documents



scan1274

**DOWNEY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
2021-2022 INITIAL BARGAINING PROPOSAL
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #248 (CSEA UNIT I)**

*The District and Association agree to maintain the previous contract in full and open up the articles noted below:

Article VIII – Salary and Fringe Benefits
A. Salary

Article VIII – Salary and Fringe Benefits
C. Health and Welfare