# BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



# AGENDA November 2, 2021 - REGULAR MEETING BOARD ROOM, GALLEGOS ADMINISTRATION CENTER 11627 Brookshire Ave.

Downey, CA 90241

# **Board of Education**



Vice President Barbara R. Samperi



President D. Mark Morris



Clerk Martha E. Sodetani



Member Giovanna Perez-Saab



Member Jose J. Rodriguez



Member Linda Salomon Saldaña



Member Nancy A. Swenson



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



# **Regular Board of Education Meeting**

11/02/2021 05:00 PM

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



#### **AGENDA**

To connect to the meeting electronically see information below: https://dusd-net.zoom.us/j/86827859785?pwd=bzc0bnFUc2V1VTU4OTFidEZ5RW16QT09

Passcode: 612158

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

Webinar ID: 868 2785 9785 Passcode: 612158

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

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

#### 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, November 2, 2021, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

#### 2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Mrs. Linda Salomon Saldaña, Member of the Board of Education.

#### 3. INVOCATION

Invocation to be delivered by Mr. Jose J. Rodriguez, Member of the Board of Education.

#### 4. ROLL CALL

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

Nancy A. Swenson

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

5. ADOPT Agenda #7 for the Regular Meeting of the Board of Education held on November 2, 2021.



6.	6. APPROVE Official Minutes of the Regular Board of Education Meeting he	eld on	October 5
	2021 as submitted or with necessary corrections.		

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- 7. HEAR a presentation from Dr. Rani Bertsch and HRC Steering Committee Members Jennifer Robbins, Dr. Cassandra Villa, Dr. Charlotte Evenson and Sara Rowe, on a Human Relations Council update.
- 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 October 2021.

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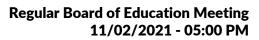
 RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.

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- RATIFY First Amendment to Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-24A with Speech and Language Development Center from October 6, 2021 through June 30, 2022.
- 4. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-25 with Speech and Language Development Center from July 1, 2021 through June 30, 2022.
- 5. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-26 with Del Sol School from September 14, 2021 through June 30, 2022.
- 6. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-27 with Olive Crest Academy from September 30, 2021 through June 30, 2022.
- 7. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-28 with Olive Crest Academy from August 30, 2021 through June 30, 2022.
- 8. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from September 21, 2021 through October 18, 2021.

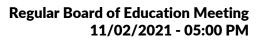
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9. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of



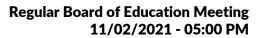


	August 2021, covered by Payroll Orders issued through September 2021.	37
10.	RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20248825 and 20275744 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning September 1, 2021 and ending September 30, 2021.	39
11.	APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the fourth quarter of the 2020-21 school year.	41
12.	APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first quarter of the 2021-22 school year.	43
13.	RATIFY First Amendment to Service Agreement No. 201920-252 with Haynes Family of Programs - S.T.A.R. Agency by extending agreement end date from September 9, 2021 to December 31, 2021.	45
14.	RATIFY Service Agreement No. 202122-64 with Environmental Management Technologies, Inc. to provide hazardous materials waste collection services at the request of the Operations Department from July 1, 2021 through June 30, 2022.	47
15.	RATIFY Service Agreement No. 202122-103 with The Sycamores - Hathaway-Sycamore to provide ESS Services Tier 1 for Special Education students from July 1, 2021 through June 30, 2022.	55
16.	RATIFY Agreement No. 202122-239 with Soliant Health, LLC to provide temporary psychologist services to the Special Education Department from October 21, 2021 through June 30, 2022.	60
17.	RATIFY Service Agreement No. 202122-257 with Superior Mobility to pick up dated gait trainer, clean and deliver to DUSD student from September 2, 2021 through December 31, 2021.	69
18.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-277 with Atel Communications, Inc. to install phone lines in the Wellness Centers at Columbus and Downey High Schools, and Doty, Griffiths, Stauffer and Sussman Middle Schools, in the amount of \$31,964.41, to be charged to COVID Funds. (under separate cover)	
19.	APPROVE Agreement No. 202122-278 with Diligent Corporation to provide an online board agenda software program, BoardDocs Pro, from November 8, 2021 through June 30, 2023.	81
20.	APPROVE Service Agreement No. 202122-279 with California Weekly Explorer, Inc. for educational walk through presentations of the American Revolution and California from March 21, 2022 through April 4, 2022.	100





21.	RATIFY Service Agreement No. 202122-280 with 2 Degree Shift to coordinate Audiovisual Technologies Pathway Development to include curriculum, community college articulation and UC Area G submission and approval from October 5, 2021 through June 30, 2022.	105
22.	RATIFY Service Agreement No. 202122-281 with 2 Degree Shift to project manage OER publishing, distribution of Mathematics for Game Developers and Downey Platform Game activities, books, and teacher materials - Phase 2 from October 5, 2021 through June 30, 2022.	117
23.	RATIFY Service Agreement No. 202122-282 with Hop, Skip, Drive, Inc. to provide transportation for special education students from August 27, 2021 through June 30, 2022.	129
24.	APPROVE Service Agreement No. 202122-283 with Professional Tutors of America to provide academic tutoring for a Special Education student from November 1, 2021 through June 30, 2022.	136
25.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-284 with JAM Corporation to move beam detectors in the gymnasium at Sussman Middle School, in the amount of \$5,630.00, to be charged to Measure O Bond Funds. (under separate cover)	
26.	APPROVE Agreement for Construction Services (Small Projects) No. 202122-285 with Campbell Window Film to provide and install window film on the gymnasium and administration building windows at Griffiths Middle School, in the amount of \$13,950.00, to be charged to Measure O Bond Funds. (under separate cover)	
27.	APPROVE Agreement No. 202122-286 with Qualtrics to provide survey, poll, intercepts, and student information systems report software programs from December 22, 2021 through December 21, 2022.	148
28.	APPROVE Agreement No. 202122-287 with Qualtrics to provide contact tracing report software programs for District employees and students from June 30, 2022 through December 21, 2022.	154
29.	RATIFY Agreement No. 202122-288 with the Los Angeles County Office of Education for consultant services for curriculum and instructional services for the Special Education Department (Contract C-21194:21:22) from July 1, 2021 through June 30, 2022.	159
30.	APPROVE Independent Contactor Agreement for Non-Construction Services No. 202122-289 with Action Duct Cleaning Company to provide exhaust hood cleaning services in the kitchen areas at the school cafeterias from November 3, 2021 through June 30, 2022.	470
0.1		169
31.	APPROVE Service Agreement No. 202122-290 with 2 CPR Group to coordinate Audiovisual Technologies Pathways Development from November 2, 2021 through June 30, 2022.	181





32.	RATIFY Service Agreement No. 202122-291 with Star of CA to provide Behavior Intervention Implementation Services for a Special Education student from September 14, 2021 through February 9, 2022.	193
33.	RATIFY Service Agreement No. 202122-293 with The Applied EQ Group for virtual developmental and professional training for Griffiths Middle School teachers meeting on October 6, 2021.	205
34.	APPROVE Service Agreement No. 202122-294 with 2 Degree Shift for AP Seminar and AP Research programs, create starter kits with industry input and teacher collaboration from November 2, 2021 through June 30, 2022.	217
35.	RATIFY Service Agreement No. 202122-295 with 2 Degree Shift to articulate network course with Cerritos College, develop curriculum map and class activities from October 5, 2021 through June 30, 2022.	229
36.	APPROVE Service Agreement No. 202122-296 with Bayha Group to provide final findings and recommendations summary report for the K12 Strong Workforce Program Round 1 Downey MADE Stronger Grant from November 2, 2021 through June 30, 2022.	241
37.	APPROVE Service Agreement No. 202122-297 with Bayha Group to develop, implement, and maintain workflows for multi-award grant projects from November 2, 2021 through June 30, 2022.	253
38.	RATIFY Service Agreement No. 202122-298 with Dreaming Tree Foundation - Fresh Films to provide project based learning for students in the Film & Media Pathways from October 28, 2021 through June 30, 2022.	265
39.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-299 with JAM Corporation, to interface the emergency shutdown with the kitchen fire suppression system at Sussman Middle School, in the amount of \$12,480.00, to be charged to Food Service Funds. (under separate cover)	
40.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-300 with 3D Concrete to perform concrete patch work in the quad area at Doty Middle School, in the amount of \$2,975.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
41.	APPROVE Agreement for Construction Services (Small Projects) No. 202122-301 with Ortco, Inc. to assemble and install new playground equipment at the Pace Education Center, in the amount of \$14,000.00, to be charged to Capital Outlay Funds. (under separate cover)	
42.	APPROVE Agreement No. 202122-303 with Cerritos College for the operation of a Dual Enrollment Course Program from November 2, 2021 through December 31, 2026.	279



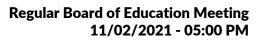
43. APPROVE Service Agreement No. 202122-316 with Bayha Group to implement the MADE Ready Senior School Year Internship program from November 2, 2021 through	
June 30, 2022. Ø	297
44. RATIFY Service Agreement No. 202122-317 with Jackson Risk Management, Inc. to assist SELPA with Alternative Dispute Resolution services for expediting the resolution of special education complaints and disputes from July 1, 2021 through June 30, 2022.	311
45. APPROVE Service Agreement No. 202122-318 with Alliance Race Timing to provide online registration and race management for TLC 5K run from November 2, 2021 through April 1, 2022.	316
46. RATIFY Agreement for Construction Services (Small Projects) No. 202122-326 with Unified Modular Corporation to paint the T-Wing classrooms at Downey High School, in the amount of \$3,500.00, to be charged to Restricted Maintenance Funds. (under separate cover)	
47. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-328 with Jenette Reneau to provide CPR/First Aid Training for classified employees on October 11, 2021.	329
48. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-330 with Jeff Day to provide sports officials for middle school athletic events from July 8, 2021 through May 31, 2022.	345
49. APPROVE revision to Service Options Attachment 1 to the Los Angeles County Office of Education Positive Behavior Interventions and Support (PBIS) Consulting and Training Services Contract #C-20849:21:22 for the 2021-22 school year.	358
50. RATIFY agreements between Downey Adult School Career and Education Center and the following facilities to furnish practical experience to students enrolled in various adult school programs:	
Atlas Dental Care	

Care Ambulance Service Inc.
Cosmetic and Dental Implant Center (Brea and Huntington Beach)
Cypress Plaza Dental Group
Dreamland Dental & Orthodontics
Fabulous Smiles Dental Care
Northeast Community Clinic
Olympic Medical Group
Regullano & Yu Medical Group
Rosecrans Dental Group
Yehowa Medical Services

(under separate cover)



51. APPROVE 28 60-month leases with Xerox for the lease of 26 B8155 Alta Link multifunction printer/copiers at the monthly lease rate of \$203.57, with a cost-per-copy rate of \$0.005 per copy, and two C8155 Alta Link multifunction printer/copiers at the monthly lease rate of \$227.93, with a cost-per-copy rate of \$0.005 for black and white and \$0.05 for color copies, for use in various schools and offices, to be charged to the General Fund.	363
52. AUTHORIZE the advertisement for Bid #21/22-09, Columbus High School Welding Project - General Construction, to be charged to Measure O Bond Funds.	392
53. CANCEL Bid #21/22-06, Columbus High School Welding Project Phase One; and AUTHORIZE the advertisement for Bid #21/22-10, Columbus High School Welding Project - Electrical Work, to be charged to Measure O Bond Funds.	394
54. APPROVE Change Order #1 to Purchase Order PO2W-22*150, Construction Management Services for the Sussman Middle School Modernization/New Construction Project, with Rachlin Partners, Culver City, to change the completion date from September 30, 2021 to December 31, 2021, and to increase the cost associated with this change by \$90,809.00, to be charged to the Measure O Bond Fund.	396
55. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-158 (Purchase Order #PO2W-22*361) for paving and striping work at the Pace Education Center with Century Paving, Inc., La Mirada, in the increased amount of \$3,000.00, to be charged to Capital Outlay Funds.	398
56. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-272 (Purchase Order #PO2W-22*870) for the installation of sewer and water points of connection at the Downey Adult School with Pro-Craft Construction, Inc., Redlands, in the increased amount of \$2,696.40, to be charged to Adult School Funds.	400
57. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-34, to furnish and install District standard carpeting and related flooring finishes at the Downey Adult School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$57,247.00, 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.	402
58. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-46 for interior painting of the gymnasium at Downey High School, with Tony Painting, Inc., Garden Grove, in the final amount of \$48,640.00, 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.	404
59. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122- 121 to re-lamp stadium lights at Downey and Warren High Schools with Musco Sports	





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66. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-284 for the relocation of beam detectors in the gymnasium at Sussman Middle School with JAM Corporation, Monrovia, in the final amount of \$5,630.00, 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.	420
67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-299 for electrical work on the Ansul fire suppression system at Sussman Middle School with JAM Corporation, Monrovia, in the final amount of \$12,480.00, to be charged to the Food Services 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.	422
68. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-365, to design, print and install a window decal on the gymnasium window at Griffiths Middle School, with Ink Head Design & Prints, Paramount, in the final amount of \$4,705.09, 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.	424
69. ACCEPT as complete the exterior painting of Carpenter, Gallatin and Unsworth Elementary Schools against Bid #20/21-04 with Astro Painting Co., Inc., West Covina, in the final amount of \$315,000.00, 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.	426
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.	428
71. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.	442
72. AUTHORIZE the service of the science teacher, as submitted, assigned on a Provisional Internship Permit, effective September 27, 2021 through June 3, 2022.	479
73. AUTHORIZE the service of the CTE teachers, as submitted, assigned on a Variable Term Waiver for Education Code Section 44253.11, effective August 9, 2021 through June 3, 2022.	481
74. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Downey High School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per	



month, effective August 25, 2021. 🕖	483
75. 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 and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective September 20, 2021.	485
76. RATIFY the establishment of one new position with duties corresponding to the current classification of Campus Security Assistant, assigned to Downey High School, eight hours per day, ten months per year, at range 120, \$3,352 - \$4,080 per month, effective October 11, 2021.	487
77. RATIFY the establishment of one new position with duties corresponding to the current classification of Dispatcher/State Certified Driver Instructor, assigned to the Transportation Department, eight hours per day, twelve months per year, at range 195, \$4,957 - \$6,024 per month, effective October 21, 2021.	489
78. APPROVE the revised duty statement and title change for the classification of Instructional Services Technician to College and Career Technician, as attached, effective November 3, 2021.	491
III. GENERAL ADMINISTRATIVE	
1. HEAR an Enrollment update from Ashley Greaney, Public Information Officer.	
<ol> <li>ADOPT Resolution No. 202122-05 regarding Membership to the School Project for Utility Rate Reduction (SPURR) effective November 2, 2021.</li> </ol>	495
3. APPROVE Agreement No. 202122-302 with the School Project for Utility Rate Reduction (SPURR) from November 2, 2021 through June 30, 2022.	497
4. 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 for the 2021-22 school year.	
IV. SPECIAL ADMINISTRATIVE - Business	
<ol> <li>RECEIVE and APPROVE Administrative Report: Annual Report of Developer Fees for fiscal year 2020-21.</li> </ol>	507
V. SPECIAL ADMINISTRATIVE - Personnel	
1. APPROVE the Tentative Successor Agreement and corresponding AB 1200, with DEA/CTA/NEA including a 4.07% salary increase for the 2021-22 school year with additional language changes and the addition of a new teacher stipends effective August 1, 2021, that will be added to the salary schedule rates and the stipend factor rate enumerated in Appendix A of the Agreement; and REVISE Administration Regulation	



4141 for the 2021-22 school year.
2. APPROVE a 4.07% salary increase for certificated and classified management, confidential employees, Superintendent, Associate Superintendent, Assistant Superintendents and Board of Education, effective July 1, 2021; and REVISE Management Administrative Regulation 4141, 4141.1, 4141.2 and Administrative Regulation 5241 for the 2021-22 school year.
3. APPROVE the Reopener Agreement and corresponding AB 1200 certification including a 4.07% salary increase for the 2021-22 school year with additional language changes that

3. APPROVE the Reopener Agreement and corresponding AB 1200 certification including a 4.07% salary increase for the 2021-22 school year with additional language changes that will be added to the salary schedule rates, between the California School Employees Association and its Downey Chapter 746 and Downey Unified School District dated October 15, 2021; and REVISE Administrative Regulation 5241.2 for the 2021-22 school year contingent upon LACOE AB 1200 approval.

583

4. APPROVE revisions to the unclassified salary schedule, as reflected in the attached proposed Administrative Regulation 5241.4, effective November 1, 2021.

609

#### 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, December 14, 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:

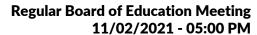
Retire into Closed Session to discuss:

- 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 October 5, 2021 as submitted or with necessary corrections.

#### **Supporting Documents**



BdMinutes10-5



#### Regular Board of Education Meeting 10/05/2021 05:00 PM

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

To connect to the meeting electronically see information below: <a href="https://dusd-net.zoom.us/j/89287571311?pwd=ajhwcVpCbEtuU2VLRnhGSW1icFNWQT09">https://dusd-net.zoom.us/j/89287571311?pwd=ajhwcVpCbEtuU2VLRnhGSW1icFNWQT09</a>
Passcode: 779858

To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 892 8757 1311 Passcode: 779858

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

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

#### **Attendees**

#### **Voting Members**

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

#### **Non-Voting Members**

Dr. John Garcia, Jr., Superintendent

#### I. GENERAL BOARD FUNCTIONS

#### 1. CALL TO ORDER

The Meeting was Called to Order by Mr. D. Mark Morris, President of the Board of Education, at 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 was led by Mr. Jose J. Rodriguez, Member of the Board of Education.

#### 3. INVOCATION

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

#### 4. ROLL CALL

#### Present

D. Mark Morris Barbara R. Samperi Martha E. Sodetani Giovanna Perez-Saab Jose J. Rodriguez 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, including corrected pages 481, 484 and additional page number 484-a.

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

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

Motion made by: Barbara Samperi
Motion seconded by: Martha Sodetani
Voting:

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

Nancy Swenson - Yes

7. HEAR a presentation from Phil Davis, Mary R. Stauffer Foundation Board Member, recognizing the 2021 Stauffer Foundation Teacher, Principal and District Grant Awardees.

Mr. Morris thanked Janet Suzuki and the Mary R. Stauffer Foundation for making Downey so special, noting we are very grateful for all they do for our students.

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

There was no correspondence to be received.

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

Mrs. Perez-Saab congratulated Stauffer Foundation awardees. She thanked Warren High staff for the invitation to their Family Fun Night and homecoming football game, noting it

was great to see students cheering for their school. Mrs. Perez-Saab attended the Los Angeles County School Trustees Association meeting where Senator Connie Leyva spoke about getting more money back in the schools. She reported that Doty Middle School construction is coming along very nicely and that she is looking forward to Walk-to-School Day tomorrow.

Ms. Swenson reported that she is looking forward to Downey High's upcoming play, *Clue*. She shared that she enjoyed Rio Hondo Principal, Mr. Williams, allowing students to slime him if there were enough parents joining PTA, adding the kids had a great time dumping a bucket of slime on him.

Mr. Rodriguez welcomed our new administrators who are attending tonight's meeting and thanked them for joining us today. He thanked Dr. Garcia for starting the Superintendent's Student Advisory Committee and encouraged students to apply. Mr. Rodriguez had the pleasure of attending the DUSD Virtual College Fair as well as the GOOD golf tournament, which were both successful events. He shared that he is looking forward to the Downey v. Warren football game this year without the restrictions like last year.

Mrs. Saldaña extended a big thank you to all our staff who worked to make a homecoming dance possible for our students this year. She shared that it is wonderful having our kids back in school. Mrs. Saldaña noted that the Los Angeles County Department of Public Health has allowed us to use the modified quarantine rules, which is good news and allows us to keep students in class. She appreciates all the social media posts, from elementary to high school, that are showing all the great things happening in our schools.

Mrs. Sodetani had the opportunity to visit some classrooms during Back to School Night and appreciated Sussman Middle School teacher Mr. Schmaltz' focus on good attendance and punctuality. She noted that at Downey High School's Back to School Night, announcements were made that included topics such as tutoring available, the importance of masks, emails to teachers are responded to promptly, and attendance is tracked throughout the period in online classes. Mrs. Sodetani announced that PTA HELPS is sending out information next week for their holiday food baskets, reporting that Thanksgiving will be distributed on November 19 and Christmas distribution is on December 15. She shared that there were 144 golfers at the GOOD golf tournament and thanked the community for their support.

Mrs. Samperi enjoyed attending the Warren High School Family Fun Night and thanked staff for the invitation. She appreciates receiving school newsletters, as it lets the Board know what is going on in our schools. Mrs. Samperi thanked the Downey Police Department and the school district for putting on the Holiday Card Art Contest again this year, which is great for our kids. She discussed Supervisor Hahn's project, The Village, which is near Apollo Park and appreciated the Supervisor's letter clarifying concerns the District has as well as offering a tour of the facility. Mrs. Samperi appreciated the *Eyes on our Schools* article, which keeps our community informed of happenings in our school district. She thanked the Stauffer Foundation for the grants given tonight and the community for donations on tonight's agenda. Mrs. Samperi welcomed all our new administrators and thanked them for coming.

Mr. Morris recognized our parents for their help assisting their children during this pandemic and helping to navigate Distance Learning, and he hopes it brought families closer together. He asked parents to monitor their students on social media and noted that TicTok has been promoting various questionable challenges, and believes that TicTok should be taking these types of posts down.

Dr. Garcia introduced new Downey Unified administrators Mark Schiavo, Barak Stanley, Gladys Diaz, Andrea Larios, Alexandra Ruesga, Golden Fowler, Jesus Alvarez, and Karlin LaPorta and thanked them for coming tonight. He had the opportunity to kick off our esports tournament today and noted that our esports program is about offering a career path for our students as well as college opportunities. Dr. Garcia recognized John Harris and his team as

well as Alan Zack from Carrot for making this happen. He thanked Janet Suzuki, Nancy Swenson, Reggie Donahue and Phil Davis for their work with the Stauffer Foundation and recognized Personnel Commissioners John Kennedy and Angie Rademaker who are in attendance tonight. Dr. Garcia discussed the Superintendent's Student Advisory Committee for students in Grades 10, 11 and 12, noting students need to apply by October 17. Dr. Garcia recognized and thanked Jim Mogan and the DEA for their collaboration in the two going projects, Cultural Proficiency and Strengths Finder trainings.

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

The following individuals were heard on items on appearing on the agenda:

Sam Sarofeem, Jr. regarding his Eagle Scout project of mini library houses through the city.

Andrea Jauregui regarding Coach Mires and Coach McFadyen and her request for them to be allowed to return as coaches of the Downey High School girls' lacrosse team.

Diego Cortez regarding Coach Mires and Coach McFadyen and his request for them to be allowed to return as coaches of the Downey High School boys' soccer team.

The meeting was recessed at 6:10 p.m. and reconvened at 6:17 p.m.

#### II. CONSENT AGENDA

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

- 1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through September 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 Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-33 with Olive Crest Academy from June 22, 2021 through June 30, 2021.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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-percopy cost of \$0.0039 per copy, from October 1, 2021 through September 30, 2025.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 71. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 78. APPROVE the revised duty statement for the classification of Assistant Network Administrator, as attached, effective October 6, 2021.

#### III. GENERAL ADMINISTRATIVE

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

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. DECLARE a Public Hearing to decide if sufficient textbooks and instructional materials are available and consistent with the cycles and content of the curriculum frameworks.

Motion made by: Giovanna Perez-Saab 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, Mrs. Sodetani seconded and the motion carried unanimously, that the Board of Education Close the Hearing.

3. ADOPT Resolution No. 202122-03 regarding Sufficiency of Instructional Materials.

Motion made by: Nancy Swenson

Motion seconded by: Jose Rodriguez

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

 ADOPT Resolution No. 202122-04, in Support of CHARACTER COUNTS! Week, October 18-22, 2021.

Motion made by: Barbara Samperi

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

5. RECEIVE the 2020-2021 Annual Report. (under separate cover)

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes Jose Rodriguez - Yes Linda Salomon Saldana - Yes Nancy Swenson - Yes

#### IV. SPECIAL ADMINISTRATIVE - 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.

Mrs. Samperi left the meeting, and the vote shall reflect that of six members from this point forward.

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

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Not Present

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

3. DECLARE a Public Hearing to receive comments on the Elementary and Secondary School Emergency Relief III Expenditure Plan.

Motion made by: Martha Sodetani

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Not Present

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

There was no response.

Mrs. Saldaña moved, Ms. Swenson seconded, and the motion carried with six aye votes, Mrs. Samperi not present, that the Board of Education Close the Hearing.

4. APPROVE the Elementary and Secondary School Emergency Relief III Expenditure Plan.

Motion made by: Giovanna Perez-Saab

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Not Present

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

#### V. SPECIAL ADMINISTRATIVE - Personnel

 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.

Motion made by: Nancy Swenson
Motion seconded by: Martha Sodetani
Voting:
D. Mark Morris - Yes
Barbara Samperi - Not Present
Martha Sodetani - Yes
Giovanna Perez-Saab - Yes
Jose Rodriguez - Yes
Linda Salomon Saldana - Yes
Nancy Swenson - Yes

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.

Motion made by: Martha Sodetani
Motion seconded by: Nancy Swenson
Voting:
D. Mark Morris - Yes
Barbara Samperi - Not Present
Martha Sodetani - Yes
Giovanna Perez-Saab - Yes
Jose Rodriguez - Yes
Linda Salomon Saldana - Yes
Nancy Swenson - Yes

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.

Motion made by: Giovanna Perez-Saab Motion seconded by: Nancy Swenson Voting: D. Mark Morris - Yes Barbara Samperi - Not Present Martha Sodetani - Yes Giovanna Perez-Saab - Yes Jose Rodriguez - Yes Linda Salomon Saldana - Yes Nancy Swenson - Yes

Mrs. Samperi returned to the meeting, and the vote shall reflect that of seven members from this point forward.

4. APPROVE the Memorandum of Understanding between Downey Unified School District and Downey Education Association Regarding RSP Caseloads for the 2021-22 school year.

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

5. RECEIVE Initial Bargaining Proposal(s) from California School Employees Association, Chapter #248.

Motion made by: Martha Sodetani

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

6. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) from California School Employees Association, Chapter #248.

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

7. PRESENT Downey Unified School District Board of Education Initial Bargaining Proposal(s) with California School Employees Association, Chapter #248.

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

8. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) with California School Employees Association, Chapter #248.

Motion made by: Barbara Samperi Motion seconded by: Nancy Swenson Voting:

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. Sodetani moved, Mrs. Perez-Saab 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, 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.

The meeting was recessed at 6:58 p.m. and reconvened at 7:05 p.m.

#### VIII. CLOSED SESSION:

The Board of Education Retired into Closed Session at 7:06 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) and Conference with Real Property Negotiators - Possible Joint Use Agreement with the YMCA at Sussman Middle School, and reconvened into Open Session at 8:48 p.m.

#### IX. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 8:49 p.m. in memory of Karen Black, Jordyn Nicole Chastain, Lupe Gonzalez and Albert Pasaye.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

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



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

#### **Supporting Documents**



NovDonations

## Downey Unified School District

### Office of the Superintendent

DATE:

November 2, 2021

TO: FROM:

Board of Education 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 \$2,500.00 from John Kennedy in celebration of Linda Kennedy's 77th birthday, to be used in support of the Robotics, Engineering and PLTW programs and for the Principal's discretionary fund at Stauffer Middle School;
- 2. Donation of \$7,700.00 from John Kennedy in celebration of Linda Kennedy's 77th birthday, to be used in support of the Robotics, Drones, PLTW, Teacher Track and Biomed programs; the Solar Boat Team; and the Principal's discretionary fund at Downey High School;
- 3. Donation of 13 handmade quilts, from The Quilters of Good Shepherd Lutheran Church, value determined by donor to be \$260.00, to be used in support of the TLC Family Resource Center;
- 4. Donation of laundry kits (i.e. detergent, fabric softener, dyer 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 \$220,450.00 from the Mary R. Stauffer Foundation, to be used in support of the educational programs at various schools in the District:
- 6. Sponsorship donation of \$250.00 from Luis Butcher Shop for the Healthy Downey 5K for TLC, to be used in support of the TLC Family Resource Center:
- 7. Donation of a Stander from Nancy A. Lomeli, value determined by donor to be \$1,500, to be used in support of the Special Education Department.

#### SUPERINTENDENT'S RECOMMENDATION:

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



scan1293

# Downey Unified School District Office of the Superintendent

DATE:

TO: FROM:

November 2, 2021 Board of Education John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT:

CONFERENCE REQUESTS

**ACTION ITEM** The following Conference Requests have been received:

<u>First</u> Cari	<u>Last</u> White	Position Principal	<u>Dates</u> 7/25/2021 to 7/29/2021	Conference Title Warren High Girl's Cross Country Camp	<u>Location</u>
			112312021 (0 112312021	warren night Gift's Cross Country Camp	Big Bear
Luz	Baltazar	Counselor	Various dates between 9/9/2021 & 5/20/2022	CARPE Convening	Virtual
Bageshree	Bhakta	TOSA	Various dates between 9/9/2021 & 5/20/2022	CARPE Convening	Virtual
Jackelyn	Guevara	College & Career Tech	Various dates between 9/9/2021 & 5/20/2022	CARPE Convening	Virtual
John	Harris	Director	Various dates between 9/9/2021 & 5/20/2022	CARPE Convening	Virtual
Julie	Main	Asst. Principal	Various dates between 9/9/2021 & 5/20/2022	CARPE Convening	Virtual
Pamela	Morse	Counselor	Various dates between 9/9/2021 & 5/20/2022	CARPE Convening	Virtual
Adrian	Perez	College & Career Tech	Various dates between	CARPE Convening	Virtual
Daniela	Sanchez	Asst. Principal	9/9/2021 & 5/20/2022 Various dates between	CARPE Convening	Virtual
Kelsey	Simpson	Asst. Principal	9/9/2021 & 5/20/2022 Various dates between	CARPE Convening	Virtual
	• • • • • • • • • • • • • • • • • • • •	V-1000_000000000000000000000000000000000	9/9/2021 & 5/20/2022		
Bageshree	Bhakta	TOSA	9/9/2021 to 10/22/2021	AVID District Leadership Training	Virtual
Cari	White	Principal	10/4/2021	CIF Southern Section Athletic Admin. Summit	Los Alamitos
Muriel	Llamas	Sr. Clerical Asst.	10/8/2021 & 10/15/21	Custody, Residency, Enrollment & Student Records	
Jayro Patricia	Roman Vargas-Garcia	Administrator ICA Sub	10/8/2021 & 10/15/21 10/8/2021 & 10/15/21	Custody, Residency, Enrollment & Student Records Custody, Residency, Enrollment & Student Records	
David	Cubas	Lead Groundskeeper	10/13/2021	The 2021 Long Beach Landscape Expo	Long Beach
Ernesto	Estrada Cruz	Irrigation Specialist	10/13/2021	The 2021 Long Beach Landscape Expo	Long Beach
Matthew	Moisa	Grounds Team Lead	10/13/2021	The 2021 Long Beach Landscape Expo	Long Beach
Christina	Aragon	Assoc. Supt.	10/22/2021	Superintendents' Professional Collaborative	Inglewood
John	Garcia, Jr., Ph.D.	Superintendent	10/22/2021	Superintendents' Professional Collaborative	Inglewood
Ashley	Greaney	PIO	10/22/2021	Superintendents' Professional Collaborative	Inglewood
Alyda	Mir	Asst. Supt.	10/22/2021	Superintendents' Professional Collaborative	Inglewood
Kevin	Broun	Teacher	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Joshua	Davis	TOSA ITC	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Heather	Curcio	Teacher	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Lilly	Estrada	Teacher	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Jennifer	Gamero	TOSA	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Branwyn	Lee	Teacher	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Marnie	Luevano	TOSA	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Deanna	Mack	Teacher	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Michael	McGregory	TOSA ITC	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Miguel	Moreno	TOSA ITC	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Tyler	Neill	Teacher	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Leslie	Neill	TOSA	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Kristy	Overturf	Teacher	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Jennifer	Robbins	Director	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Josh	Roberson	TOSA ITC	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Jessica	Saucedo	Dean	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual
Lisa	Thomas Toledo	Teacher TOSA	10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	Virtual Virtual
Jennifer			10/23/2021 & 10/24/2021	Fall Computer Using Educators (CUE) Conf.	
Lafleche	Giasson	Sr. Acct. Tech.	10/25/2021	Payroll Compliance-Calendar Year End Reporting	Virtual
Bertha Leticia	Egurvide	Sr. Acct. Tech.	10/28/2021	Accounts Payable Rules and Best Practices	Virtual
Marlena	Quintana	Sr. Acct. Tech.	10/28/2021	Accounts Payable Rules and Best Practices	Virtual
Jessica	Solis	Sr. Acct. Tech.	10/28/2021	Accounts Payable Rules and Best Practices	Virtual

Christina	Danna-Tournay	Bdgt/ Financial Analyst	10/28/2021	ESSER/GEER Updates and Hot Topics	Virtual
Bertha Leticia	Egurvide	Sr. Acct. Tech.	11/2/2021	1099 Reporting Concepts	Virtual
Marlena	Quintana	Acct. Tech.	11/2/2021	1099 Reporting Concepts	Virtual
Jessica	Solis	Sr. Acct. Tech.	11/2/2021	1099 Reporting Concepts	Virtual
Anita	Arora	Vice Principal	11/3/2021 to 12/1/2021	IB-Head of School-Middle Year Program	Virtual
Carrie	Kim	TOSA	11/3/2021 to 12/1/2021	IB-Head of School-Middle Year Program	Virtual
Connie	Quintero	Principal	11/3/2021 to 12/1/2021	IB-Head of School-Middle Year Program	Virtual
Patricia	Sandoval	Director	11/3/2021 to 12/1/2021	IB-Head of School-Middle Year Program	Virtual
Jessica	Worthy	Resource Teacher	11/3/2021 to 12/1/2021	IB-Head of School-Middle Year Program	Virtual
Miguel	Moreno	TOSA ITC	11/5/2021 & 11/6/2021	CMC South 62nd Annual Conference	Palm Springs
Patricia	Sandoval	Director	11/9/2021	Implementing Universal TK-The Nuts and Bolts	Virtual
Christina	Ciatti	Teacher	11/19/2021 & 11/20/2021	CCAE Section Conf.	Palm Springs
Robert	Dame	Teacher	11/19/2021 & 11/20/2021	CCAE Section Conf.	Palm Springs
William Ryan	Page	Teacher	11/18/2021 & 11/20/2021	CCAE Section Conf.	Palm Springs
Blanca	Rochin	Principal	11/18/2021 & 11/20/2021	CCAE Section Conf.	Palm Springs
Francisca	Sanchez	Principal	11/18/2021 & 11/20/2021	CCAE Section Conf.	Palm Springs
Marcos	Gutierrez	Buyer	12/6/2021	Happiest Expo on Earth - Furniture Expo	Anaheim
Darren	Purseglove	Director	12/6/2021	Happiest Expo on Earth - Furniture Expo	Anaheim
Vince	Madsen	Sr. Director	2/23/2022 to 2/25/2022	CASH 43rd Annual Conference	Sacramento
Luis	Torres	Const. Coord.	2/23/2022 to 2/25/2022	CASH 43rd Annual Conference	Sacramento
Alanna	Cooper	Director	3/17/2022 & 3/18/2022	Alternative Dispute Resolution Conf.	Riverside

#### 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. 8. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from September 21, 2021 through October 18, 2021.

# **Supporting Documents**



# DOWNEY UNIFIED SCHOOL DISTRICT 2021-22 PURCHASE ORDER LISTING FOR SEPTEMBER 21, 2021 - OCTOBER 18, 2021

	PREFIX	FROM	TO
FUND 01.0 GENERAL \$4,900,842.57	PO1 PO2W PO3W	220000000089 21000001542 220000000077	220000000287 220000001001 220000001381
FUND 01.1 SELPA ADMIN UNIT \$8,052.78	PO2W PO3W	220000000997 220000000952	220000000997 220000001081
FUND 01.2 SELPA - DHH \$50.23	PO3W	22000001047	22000001047
FUND 11.0 ADULT EDUCATION \$454,486.79	PO2W PO3W	220000000817 220000000977	22000000941 22000001382
FUND 13.0 CAFETERIA FUND \$621,106.79	PO1 PO2W PO3W	220000000288 220000000946 220000000059	220000000288 220000000989 220000001353
FUND 14.0 DEFERRED MAINTENANCE \$61,129.68	PO2W	220000000604	220000000990
FUND 21.0 BUILDING FUND \$909,956.14	PO2W PO3W	20000000462 220000000480	220000000961 220000001177
FUND 67.1 SELF INS WORKERS' COMP \$119,103.00	PO2W	22000000947	22000000947



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

**Supporting Documents** 



# DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE:

November 2, 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 August 2021, covered by Payroll Orders issued through September 2021.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Self Ins Other
Reg. #H1E-C	2,702.25	29.25				
Reg. #H1E-N	238,326.90	13,949.50	49,247.98	1,638.37	118,661.76	
Reg. #260-N			357.00			
Reg. #257-N	2,947.10		(539.00)			
Reg. #252-N	2,586.39					
Reg. #251-N	2,943.85					
Reg. #H1D-C	2,595.00					
Reg #H1D-N	207,507.53	17,786.53	43,403.47	1,219.60	131,603.69	
Reg #E4D-N		137,827.80	356.52	62.53	347.28	438.69

TOTAL

\$975,999.99



II. 10. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20248825 and 20275744 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning September 1, 2021 and ending September 30, 2021.

**Supporting Documents** 



# DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

November 2, 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 20248825 and 20275744 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning September 1, 2021 and ending September 30, 2021:

General Fund (01.0)	Total	\$5,404,409.06
SELPA Administrative Unit Fund (01.1)	Total	16,291.88
SELPA Programs Fund (01.2)	Total	132,788.63
SELPA Pass Through Fund (10.0)	Total	3,638,277.00
Adult Education Fund (11.0)	Total	403,508.23
Cafeteria Fund (13.0)	Total	718,150.27
Deferred Maintenance Fund (14.0)	Total	709,930.79
Building Fund (21.0)	Total	2,859,124.26
Special Reserve for Capital Outlay Fund (40.0)	Total	86,851.94
Workers' Comp. Self-Insurance Fund (67.1)	Total	37,268.77
Health Care Self-Insurance Fund (67.2)	Total	2,426,685.97
Dental Care Self-Insurance Fund (67.3)	Total	209,354.56
Vision Care Self-Insurance Fund (67.4)	Total	42,316.76
Retirement Medical Self-Insurance Fund (67.5)	Total	14,796.26
Payroll Clearance Fund (76.0)	Total	1,093,606.55



II. 11. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the fourth quarter of the 2020-21 school year.

# **Supporting Documents**





FAX:

E-Mail:

(562) 803-8325

Chauhan\_Kirit@lacoe.edu

# Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021

District Name: Downey Unified		Date:	September 29, 20	21
Person completing this form: Alyda R	. Mir	Title:	Assistant Superinten	ndent
Quarter covered by this report (Check O	ne Below):			
☐ 1st QTR ☐ 2nd QTR ☐ 2nd QTR ☐ 3rd QTR ☐ January 1 to Ma ☐ 4th QTR ☐ April 1 to June 1  Date for information to be reported publications of the properties	ecember 31 arch 31 30	Due Due Due Due	16-Oct 2020 15- Jan 2021 16-Apr 2021 16-Jul 2021 g: November 2, 202	21
No complaints were file indicated above.	ed with any school in the	distric	t during the quarter	
Complaints were filed vabove. The following complaints.	vith schools in the distriction of the nat	ct durin	ng the quarter indicate I resolution of these	d
	Number of Complaints Received in Quarter	1	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0			
Facilities	0			
Teacher Vacancy and Misassignment	1			
TOTAL	1			
Print Name of District Superintendent  Signature of District Superintendent  Return the <b>Quarterly Summary</b> to:  Williams Legislation Implementation P  Los Angeles County Office of Educatio c/o Kirit Chauhan, Williams Settlement 9300 Imperial Highway, ASM/William. Downey, CA 90242	on Legislation	Ph.D.	Date <u>9/29/202</u>	1
Telephone: (562) 803-8382				

Rev. 07-19-20



II. 12. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first quarter of the 2021-22 school year.

# **Supporting Documents**





(562) 803-8325

Chauhan\_Kirit@lacoe.edu

FAX:

E-Mail:

# Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022

District Name: Downey Unified		Date: Septe	ember 29, 202	<u>:1</u>
Person completing this form: Alyda F	R. Mir	Title: Assist	ant Superintend	lent
Quarter covered by this report (Check C	One Below):			
indicated above.  Complaints were filed w	ecember 31 arch 31 30	district during	2022 2022 2022 ember 2, 202 <sup>2</sup> the quarter	
	Number of Complaints Received in Quarter	Number of Reso		Number of Complaints Unresolved
Instructional Materials	0			
Facilities	0			
Teacher Vacancy and Misassignment	6			
mo m				
TOTAL	6			
2000 1888 1881 1881 1881 1881 1881 1881	6 John A. Garcia, Jr., P	h.D.		_
EAST-18-12-1		Ph.D.  Date	9/29/2021	



II. 13. RATIFY First Amendment to Service Agreement No. 201920-252 with Haynes Family of Programs - S.T.A.R. Agency by extending agreement end date from September 9, 2021 to December 31, 2021.

## **Supporting Documents**



D.U.S.D. Agreement No. 201920-252
Purchase Order No. POZW,84451,200000001498,1
Board Approval Date: February 18, 2020

18 Amendment Approval Date:

#### FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 30th 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:

- To amend certain AGREEMENT 201920-252 approved by the Board of Education on 02.18.2020 and amended 11.02.2021 to provide 50 hours of compensatory speech and language services, to include the following:
  - A. By extending the contract completion date from 09.01.2021 to be through 12.31.2021.
- Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 201920-252, 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 PROGRMS — S.T.A.R. AGENEY DOELS 18 1800 ED.	OF LOS ANGELES COUNTY
By Christina Mikuljan	By Christena hagen
Print Name Christina Mikuljan	Christina Aragon
Title Program Manager	Associate Superintendent, Business Services
Date 10/4/2021	Date

EXHIBIT \*< letter or number Wayne Sharton (Oct 4, 2021 12:10 POT)

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



II. 14. RATIFY Service Agreement No. 202122-64 with Environmental Management Technologies, Inc. to provide hazardous materials waste collection services at the request of the Operations Department from July 1, 2021 through June 30, 2022.

**Supporting Documents** 



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

# SERVICE AGREEMENT Agreement No. 202122-64

bet	IS AGREEMENT made and entered into this <u>1st</u> of <u>July</u> , <u>2021</u> by and ween <u>Environmental Management Technologies</u> , hereinafter called the <b>SERVICE PROVIDER</b> the <b>DOWNEY UNIFIED SCHOOL DISTRICT</b> , hereinafter called the <b>DISTRICT</b> mutually ree as follows:
1.	Service Description, SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.  To provide Hazardours Waste Collection and Disposal Services as needed by the D.U.S.D.
	Operations Department.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$12,000.00 , not to exceed \$12,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins July 1, 2021 and will terminate on or before June 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

## General Liability:

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

## Automobile Liability:

- 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:

- 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

<b>Downey Unified School</b>	District
Service Agreement No.	202122-64

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

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

<b>Downey Unified School</b>	District
Service Agreement No.	202122-64

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

Name:

Dept.:

Address:

SERVICE PROVIDER

**ENVIRONMENTAL MGMT. TECHNOLC** 

**CUSTOMER CARE** 

1456 S. GAGE STREET

SAN BERNARDINO, CA 92408

DISTRICT

**Business Services** 

Downey, CA 90241

11627 Brookshire Ave.

**Downey Unified School District** 

Deen accepted and agreed by the below  SERVICE PROVIDER  Env ronmental Manage ment
SERVICE PROVIDER Environmental Management
Environmental Management
Signature
Signature
Print Name: Jevery Brown
Print Title: Vice Bresident
Date: 8/13/2/
pelow line
0000-82100-5560-7557770
int
Date
categorical funds Date
Page 4 of 4
int



## August 12, 2021

Miriam Baker, Secretary

**Operations Department** 

**Downey Unified School District** 

11627 Brookshire Avenue

Downey, CA 90241-7017

Phone: (562) 469-6704

E-mail: mbaker@dusd.net

## Dear Miriam,

Below are my service rates for July 1, 2021 through June 30, 2022. All rates include transportation and disposal of the waste streams and quantities listed. Part pricing is determined based on parts order during your fiscal year.

If you have any questions, please give me a call.

Warm Regards,

Jeremy Brown

Waste Streams	Cuyd Bo	x 55gal	30gal	15gal	5gal
Non-RCRA Liquids	\$450	\$455	\$365	\$255	\$210
Non-RCRA Solids	\$450	\$455	\$365	\$255	\$210
Flammable Liquids	\$895	\$468	\$375	\$273	\$221
Flammable Solids	\$1420	\$925	\$680	\$454	\$350
Hazardous Waste Liquids	\$1208	\$468	\$375	\$272	\$216
Hazardous Waste Solids	\$1208	\$468	\$375	\$272	\$216
Oxidizing Liquid/Solid	N/A	\$692	\$535	\$427	\$320
Corrosive Liquid/Solid	\$1025	\$470	\$378	\$285	\$245
Toxic Liquid (Organic/Inorga	nic)\$1208	\$492	\$375	\$295	\$245
Toxic Solid (Organic/Inorgan	nic) \$1208	\$492	\$375	\$298	\$245
Flammable/Toxic Liquids	\$1208	\$492	\$375	\$2958	\$245
Flammable/Toxic Solids	\$1208	\$860	\$643	\$427	\$295
Flammable/Corrosive Liq/So	ol. \$1208	\$492	\$375	\$262	\$245
Paints	\$895	\$375	\$295	\$195	\$110
N/Mercury	N/A		\$2,588	\$1,360	\$750
Aerosols	N/A	\$368	\$290	\$236	\$205
4' Fluorescent light tubes	\$0.14	/ft			
8' Fluorescent light tubes	\$0.14	/ft			
U-shaped bulbs	\$0.70	/ech			
HID's	\$1.65	/ech			
All Batteries	\$1.25	/lb			

Compact Fluorescent Light Bulbs \$0.75/bulb

Sharps/Pharm Waste \$285.00/ech

## Replacement Containers:

5 gallon Homer Pail \$10.00

5 gallon Pail \$25.00

15 gallon drum \$45.00

30 gallon drum \$50.00

55 gallon drum \$55.00

Cubic yard box \$75.00

4' light tube drum \$65.00

## Labor:

Environmental Supervisor: \$75.00/hour

Environmental Technician: \$55.00/hour

E-Manifest Fee \$27.00/manifest

There is a 12% Fuel/Energy surcharge on all invoices. This surcharge will change be determined by the national average of fuel cost.

Jeremy Brown

**Environmental Management Technologies** 



II. 15. RATIFY Service Agreement No. 202122-103 with The Sycamores - Hathaway-Sycamore to provide ESS Services Tier 1 for Special Education students from July 1, 2021 through June 30, 2022.

**Supporting Documents** 



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

# SERVICE AGREEMENT Agreement No. 202122-103

be	HIS AGREEMENT made and entered into this 30 of June , 2021 by and tween The Sycamores (Hathaway-Sycamores) , hereinafter called the SERVICE PROVIDER
ag	d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.  Provide ESS Services Tier 1 for student
	per IEPs.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$103,200 , not to exceed \$105,000    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 July 1, 2021 and will terminate on or before June 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

## General Liability:

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

## Automobile Liability:

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

## Workers' Compensation/Employer's Liability:

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

## Professional Liability:

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

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

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

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

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

Downey Unified School Di	strict	
Service Agreement No	202122-103	

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

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

Downey Unified School Di	strict	
Service Agreement No.	202122-103	



DISTRICT

**Business Services** 

11627 Brookshire Ave.

Downey Unified School District

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

Name:

Dept.:

Address:

SERVICE PROVIDER

The Sycamores

100 West Walnut Street

Hathaway-Sycamores Child & Family Sv

Downey, C	CA 90241		Suite 375	, Pasadena, Ca 91124	
	Darren Purseglove	Contact:	Yolanda :	Sanchez ysanchez@hscfs.org	
(562) <u>469-6531/</u>		Phone/email: (626) 395		5-7100, ext 2554	
dpurseglo	ve@dusd.net				
IN WITNESS named parti	S WHEREOF, this Agreeme es, on the date indicated bel	nt has been ac ow:	cepted a	nd agreed by the below	
DISTRICT		SER	VICE PR	OVIDER	
DOWNEY U	INIFIED SCHOOL DISTRIC	<u> </u>	ingenitary.		
			Ty	lihity	
Signature		Sign	ature		
Print Name:	Christina Aragon	Prir	it Name:	Maura Flaherty	
Print Title:	Associate Superintendent Business Services	Prir	t Title:	Directoer ERMHS	
Date:	11/2/2021	Dat	e:	7/12/21	
	District use	only below lii	1e		
Account Nu	mber to be Charged01.0-	65000.0-57600	-31400-	5816-7430000	
Rebekah	Ruswick, Director of Special	Education			
*	Fitle of Site Administrator-Ple			Activities and the second seco	
Signature of	f Site Administrator	in the contract		Date	
Signature of	f Program Director ONLY IF	using categoric	cal funds	Date	
	School District			Page 4 of 4	
ervice Agreem	ent No. 202122-103				



II. 16. RATIFY Agreement No. 202122-239 with Soliant Health, LLC to provide temporary psychologist services to the Special Education Department from October 21, 2021 through June 30, 2022.

# **Supporting Documents**



## CLIENT SERVICES AGREEMENT **Education Division**



Soliant Health, LLC (hereafter referred to as "Soliant"), and

Downey Unified School District

whose location is

(Client Name)

11627 Brookshire Avenue

Downey, CA 90241

(Street Address)

(City, State, Zip)

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

### Telepractice Services.

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A - Client Assignment Confirmation, an Addendum B -Teleservices Provisions, Addendum C - Duties and Responsibilities and Addendum D - VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

#### 5. Competency and Licensing.

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultant's who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

### On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client

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## CLIENT SERVICES AGREEMENT Education Division



acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

#### 7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$21,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

#### 8. Equal Opportunity.

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

#### 9. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay Soliant based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Based on current federal, state and/or local legislation, all time worked in excess of eight (8) hours per day will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. Payment is due within thirty (30) days of receipt of invoice.

### 10. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

#### 11. Limitation of Liability:

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE . SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

#### 12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

#### 13. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

#### 14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-

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## **CLIENT SERVICES AGREEMENT**

**Education Division** 



place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

## 15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultant's are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 13 of this agraement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

## 16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

## 17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

#### 18. Paid Sick Leave.

DELETED

#### 19. Unscheduled Facility Closure Policy.

DELETED

#### 20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

## 21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

#### 22. Indemnification.

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

#### 23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to

Rev 04/2021

# CLIENT SERVICES AGREEMENT

**Education Division** 



any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial date and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. Family Education Rights and Privacy Act.

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant's assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

## 25. State Retirement System Notice.

DELETED

#### 26. Conflicts of Interest.

The parties acknowledge their respective obligation to report eny conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

#### 27 Survival

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

## 28. Governing Law.

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

### 29. Modification of Agreement.

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written egreement of the Parties who are authorized to execute the agreement.

#### 30. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

SIGNATURE BLOCK ON FOLLOWING PAGE

# CLIENT SERVICES AGREEMENT Education Division



This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. (Please return all pages of this Client Services Agreement)

<b>Downey Unified School District</b>		SOLIANT HEALTH, LLC	
	10/21/21	Burles gum 10/3	21/21
Client Representative Signature	Date	Sollant Representative Signature Dat	te 4
Christina Aragon		Baullie Green	
Print Name		Print Name	
Associate Superintendent,	Business Services	Division Director	
Title		Title	



# CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined in this confirmation.

CUENT NAME:  Consultant:  FVO KISSEL Position:  SCACO PSYCHOLOGY S  Assignment Start Date:  Bill Rate per hour:  S 105 Overtime Bill Rate per hour:  S 105 Overtime Bill Rate per hour:  S 105 Overtime Bill Rate per hour:  S 105 NOV TO EXCEL O T. S NOVS per day  Miscellaneous:  S105/hour, 7.5 hours per school day, not to exceed \$115,000.  Teaching Certification:  Title Phone Email Address  Phone Email Address  Phone Email Address  Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.  If Soliant Consultant should be required to travel to other locations at the specific request of the Client will be responsible for all expenses incurred.  Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultate or a period of one year after the latest date of introduction, referral, or completion of the assignment.  All hours are guaranteed if Consultant is quarantified at home due to contracting the COVID - 19 virus while on school site.  Option of virtual services will be offered by Soliant in lieu of onsite services.  All precautions will be taken by the Client to create a safe and healthy environment.  Client Signature  Christina Aragon  Client Title  Associate Superintendent, Business Services  Client Title  Soliant Health, LLC Title	ASSIGNMENT DETAILS			
Assignment Start Date: 10.25/2021 Assignment End Date 10.25/2021 Assignment End	CLIENT NAME:	Downey Uniter	1 School Dist	nct
Minimum Hours: 37.5 (NOt 10 L/Call A 7.5 Max's per Aday)  Miscellaneous: \$105/hour, 7.5 hours per school day, not to exceed \$115,000.  Teaching Certification: Teaching certification  DESIGNATED APPROVERS  District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.  Name  Title  Phone  Email Address  Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.  If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.  Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.  All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID - 19 virus while on school site.  Option of virtual services will be offered by Soliant in lieu of onsite services.  All precautions will be taken by the Client to create a safe and healthy environment.  Client Signature  Christina Aragon  Client Finited Name  Associate Superintendent, Business Services  Superintendent, Business Services	Consultant:	Eva Kissel	Position: Sch	nooi Psychologist
Miscellaneous:  \$105/hour, 7.5 hours per school day, not to exceed \$115,000.  Teaching Certification: Teaching certification  DESIGNATED APPROVERS District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.  Name Title Phone Email Address  Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.  If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be for all expenses incurred.  Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.  All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID - 19 virus while on school site.  Option of virtual services will be offered by Soliant in lieu of onsite services.  All precautions will be taken by the Client to create a safe and healthy environment.  Client Signature Christina Aragon Client Printed Name  Associate Superintendent, Business Services  Superintendent, Business Services	Assignment Start Date:	10/25/2021	Assignment End Date	6/02/2022
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Client Signature  Christina Aragon Client Printed Name  Associate Superintendent, Business Services  Associate Superintendent, Business Services  Client Signature  Associate Superintendent, Business Services  Account Facultive	Option of virt	ual services will be offered by Soliant in li	eu of onsite services.	
Christina Aragon Client Printed Name Associate Superintendent, Business Services  Associate Superintendent, Business Services  Associate Superintendent, Business Services	All precaution	s will be taken by the Client to create a s	afe and healthy environment.	
Christina Aragon Client Printed Name Associate Superintendent, Business Services  Associate Superintendent, Business Services  Associate Superintendent, Business Services			+ Durand	a Warger
Associate Superintendent, Business Services  Soliant Health, LLC Printed Name  U  TXLUTIVE			Soliant Health, LLC Signature	Vacable
Associate Superintendent, Business Services Services Services Freut ive		A STATE OF THE STA	Soliant Health, LLC Printed No	7WY 9Y
		ntendent. Business Service		count txilltive
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\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.

# CLIENT REQUIRED DOCUMENTS CHECKLIST



n an effort to provide all necessary documentation for travel hea complete this form to be used as a reference for all personnel pla	aced in your facility.
Standard Credentialing Package	Optional Credentialing
As part of our Standard Credentialing Package, Soliant will provide the following prior to the start of a contracted assignment.	If your district requires any additional credentialing items above what is contained in the Standard Credentialing Package, please indicate below. If no additional items are noted, the Standard Credentialing Package will be provided.
PROFESSIONAL: Current CV / Resume Current Skills Checklist, if applicable References	
LICENSURE Professional License, as applicable Professional Certification, as applicable License and/or Certification Verification	
EDUCATION: CDC Guidelines for School Professionals FERPA Guidelines	
BACKGROUND: Criminal Background Check GSA Exclusion Search HHS/OIG Search	
Gexual Offender Search	
MEDICAL: Hepatitis B Vaccination / Declination form MMR Declination Physical Examination Waiver	
10-Panel Drug Screen	
Credentialing Documents will be held on file at Soliant and unles	s specifically requested will not be forwarded to Client
	o opening requested, will not be follwarded to Chefft.
Orientatio	n Details
Will the contracted professional be permitted to attend Orientatio	n while license is in process?
Will the contracted professional be permitted to start their assign	ment while license is in process?

## **CLIENT INFORMATION REQUEST**



# CLIENT

Name:	Downey Unified School District
	PO Box 7017
	Downey, CA 90241-7017
voice:	Accounts Payable Department
	accountspayable@dusd.net
cable:	
	(562) 469-6622
k here	r Clients, Soliant Health will email service invoices. Should you wish to opt out
k here 🗌	
k here ∐ Name:	
Name:	
k here ∐ Name:	
Name: Email: Phone:	
Name: Email: Phone: Name:	
	voice: cable:

## SOLIANT HEALTH, LLC

## **Correspondence Address**

Correspondence, Contracts, Contract Addendums, Notices, etc.

5550 Peachtree Parkway, Suite 500 Peachtree Corners, GA 30092 Fax Number: 877-831-8511

## Remittance Address

Only payments should be sent to this address

PO Box 934411 Atlanta, GA 31193-4411

	Account Representative
Name:	David Franklin
Email:	David franklin@soliant.com
Telephone:	770-776-2104

quests



II. 17. RATIFY Service Agreement No. 202122-257 with Superior Mobility to pick up dated gait trainer, clean and deliver to DUSD student from September 2, 2021 through December 31, 2021.

# **Supporting Documents**



# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of September 2 , 2021, between the <b>Downey Unified School District</b> ("District") and Superior Mobility ("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 Pick up a donated gait trainer,
cleaning of the trainer and delivery of the gait trainer to DUSD student.
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

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 2, 20 21, and shall continue through December 31, 20 21 ("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 Five hundred Dollars (\$500.00 ), 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.
- 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

Agreement No. \_202122-257

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 got 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 CaISTRS or CaIPERS 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 <u>only have limited or no contact</u> 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:	1000
District Representative's Signature: _	

#### 16.6. Other Insurance Provisions:

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

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

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

- 19.Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:
  - 19.1. All site visits shall be arranged through the District;
  - **19.2.** Contractor and Contractor Parties shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
  - 19.3. Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;
  - **19.4.** Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District:
  - 19.5. Contractor and Contractor Parties shall not use student restroom facilities; and
  - **19.6.** If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 20.Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

#### If to District

## If to Contractor

Downey Unified School District
ATTN: Darren Purseglove,
Director of Purchasing & Warehouse
11627 Brookshire Avenue
Downey, CA 90241

FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

 Name:
 Superior Mobility

 ATTN:
 Brett L. Zaer

 ADDRESS:
 1950 E 220th Street Ste 208

 Carson, CA 90810

 FAX:

 EMAIL:
 brett@superiormobility.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 mall 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



SIGNATURE

Address:

Agreement No. 202122-257

Email: brett@superiormobility.com

Phone: 805.288.5705

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated DISTRICT: CONTRACTOR: Date: 9-8-2021 Date: 10/5/2021 Superior Mobility Downey Unified School District

SIGNATURE Brett D. Zae Christina Aragon Associate Superintendent, Business PRINT NAME Services President PRINT TITLE Information regarding Contractor: Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Yes Contact Name: Brett L. Zaer Title: President

#### District use only below line

01.0-65000.0-57600-31400-5890-7430000 Account number to be charged: \_ Rebekah Ruswick, Director of Special Education Name and Title of site Administrator - Please print Rebekak Reservick Signature Date Signature of Program Director ONLY if using categorical funds Date

INDEPENDENT CONTRACTOR AGREEMENT (NON-CONSTRUCTION SERVICES) DOWNEY UNIFIED SCHOOL DISTRICT - Revised 8/20/2021

1950 E. 220th Street Suite 208

Carson, CA 90810

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## 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.

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

INDEPENDENT CONTRACTOR AGREEMENT (NON-CONSTRUCTION SERVICES)
DOWNEY UNIFIED SCHOOL DISTRICT - Revised 8/20/2021

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Agreement No. 202122-257

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 Superior Mobility

Signature:

Representative

Brett L. Zaer, President

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

END OF DOCUMENT



II. 19. APPROVE Agreement No. 202122-278 with Diligent Corporation to provide an online board agenda software program, BoardDocs Pro, from November 8, 2021 through June 30, 2023.

## **Supporting Documents**



scan1304



Agreement Number: Q-664843 D.U.S.D. Agreement No. 202122-278

## ORDER FORM

This Order Form is made by and between Downey Unified School District ("Client") whose principal place of business is 11627 Brookshire Ave, Downey, California, 90241-4911, United States and Diligent Corporation (hereinafter "Diligent"), whose registered office is located at 1111 19th St NW, 9th Floor, Washington DC 20036. The Order Form is effective as of the Effective Date, as defined below. Each of Client and Diligent are a "Party" and are together the "Parties." All amounts are in USD currency.

#### A. Terms

This Order Form, together with the applicable General Terms and Conditions as identified at <a href="https://diligent.com/governance-cloud-terms-conditions">https://diligent.com/governance-cloud-terms-conditions</a> and the applicable Product Terms as identified at <a href="https://diligent.com/product-terms">https://diligent.com/product-terms</a>, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the "Agreement"). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client's acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

#### **B.** Diligent Services

Description	Quantity	Annual Price Per	Total Annual Price
BoardDoes Pro	1	\$13,000.00	\$13,000.00

Total Annual Subscription Fee:

\$13,000.00

One-Time Installation Fee:

\$0.00

Diligent will issue an invoice for the amount of \$8,369.86, plus applicable taxes on or around the Effective Date.

Pricing is valid until November 14, 2021. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The "Effective Date" of this Agreement shall be November 8, 2021.

After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. For each year of the Term, pricing shall increase by 5.00% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to <a href="mailto:billing@diligent.com">billing@diligent.com</a>. After the Initial Term, all Subscription Fees shall be payable on an annual basis in advance. All payments are due Net 30 days from the date of invoice.

#### C. Notices And Client Information

A	Invoicing	Notices
Client Contact Name:	Downey Unified School District	Downey Unified School District
Address:	PO Box 7017, Downey CA 90241-7017	11627 Brookshire Avenue, Downey, CA 90241
Billing Contact:	Accounts Payable Department	Christina Aragon, Associate Supt. Business Services
Phone:	(562) 469-6622	(562) 469-6521



Agreement Number: Q-664843

E-mail:	accountspayable@dusd.net	caragon@dusd.net
Additional Email:		
VAT/Tax ID:		
Purchase Order:	Please refer to the attached document	
IE ADDI ICADI E.	Tay ayamet Entity: Places attach a cor	ny of your tay-evenntion certificate to thi

**IF APPLICABLE:** □ Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

#### Notices to Diligent:

Except as otherwise identified, all notices to Diligent shall be sent to:

Diligent Corporation 111 West 33rd Street, 16th Floor, New York, NY 10120

Legal@diligent.com

#### D. Additional Terms

1. Notwithstanding anything to the contrary in the Agreement, the Initial Term shall commence on the Effective Date, as defined above, and shall run through June 30, 2023. For the Initial Term, Client shall be invoiced \$8369.86 (plus applicable taxes) for the period of the Initial Term from the Effective Date through June 30, 2022 on or around the Effective Date. Client shall be invoiced \$13,000.00 (plus applicable taxes) for the last twelve (12) months of the Initial Term on or around July 1, 2022. Thereafter, all Subscription Fees shall be invoiced as provided for in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

Downey Unified School District ("Client")	Diligent Corporation ("Diligent")	
Ву:	By:	
Name: Christina Aragon	Name:	
Job Title: Associate Superintendent, Business Services	Job Title: General Counsel	
Date: November 2, 2021	Date:	

## **Diligent Boards Product Terms:**

The following additional product terms apply when the Client purchases access to the Diligent Service identified as Diligent Boards (and any references to "Diligent Service" on this page shall be understood to refer only to such Diligent Service):

These terms reflect Specifications for the Diligent Boards platform (where applicable).

#### Overview

The Diligent Service identified as Diligent Boards provides an internet-based platform that enables Client to manage its board and other materials through a site dedicated to Client Data (Client's "Diligent Boards Site"). Client's Diligent Boards Site is a secured location in the Diligent Service which is designed to be accessed only by authorized Users with unique login credentials. The Client's administrative staff prepares the meeting materials, which are then uploaded through the Diligent Service web application. Those materials can be accessed and viewed by Users electronically, in a format that can be accessed through the Client Software or a standard web browser. The Order Form reflects Client's chosen access rights. For clarity, Content Services are separate from Diligent Boards and are not within scope of this Exhibit.

## 1. Assigned Groups

**Site:** A Diligent Boards Site for a number of Users of the Diligent Service with access to a set of uploaded materials.

Committee: A meeting group within the Site that permits more limited access to certain materials for a particular group of Users.

#### 2. User Types

Users (Board Members/Executives): Users with the ability to view the Client's documents using a supported web browser or Client Software.

Administrators: Users with the ability to upload, collate, print, view, approve and publish Client's Board and Committee documents.

## 3. Additional Capabilities

**Premium Questionnaires:** Diligent Premium Questionnaires moves evaluations, assessments, questionnaires and reporting into one convenient, secure, online location in real-time, reducing the time and resources required to fulfill these responsibilities.

**Messenger:** Diligent Messenger can be used to maintain control over confidential communications, distribute documents and files for faster and easier collaboration, and ensure a rapid response through the Diligent Messenger Client Software.

**Minutes Module:** This module enables Client to enhance minute taking with a tool that is integrated with Diligent Boards and enables Client to take minutes, assign action items and conduct the minutes review process in a single tool.

**Diligent Nominations:** This Content Service is separate from but supplements the Diligent Boards service offering by providing proprietary governance analytics and information about companies and individuals.

For the avoidance of doubt, only those access rights listed in the Order Form are included in the pricing selected under the relevant Agreement. For the avoidance of doubt, future additional access rights

offering new functionality may be made available at additional cost. A Diligent representative can provide pricing for access rights not listed in the Order Form.

#### 4. Access for Administrators

The Diligent Service allows all designated Administrators, i.e., the company secretary and administrative personnel, to upload, collate, print, view, approve and publish the Client's board, committee and meeting group documents with Web Admin, as currently available at web.diligentboards.com.

#### 5. Access for Users

Each User can access the Diligent Boards Site with unique login credentials through the Client Software and supported web browsers (i.e. Director Web, currently available at director.diligentboards.com or iOS Apps).

#### 6. Implementation Process

After execution of this Agreement, Diligent offers a comprehensive onboarding process which includes:

An onboarding plan to support the priorities, objectives and timelines of the client and sets
milestones and goals for both Diligent and Client to ensure successful adoption of the Diligent
Service. Client shall reasonably cooperate with Diligent in order to implement all Diligent Services
included in the Client's subscription.

Implementation timeframes may vary depending on the Client's unique requirements and scope of products subscribed to, but typically range from 4-6 weeks from commencement to completion.

#### 7. Training and Support

Diligent training for Users includes:

- Administrator training focuses on all aspects of Diligent Boards that Administrators will use to successfully manage Board, Committee, and other group meetings, and securely support Board and group activities beyond the boardroom, including user & site management.
- Director/Executive/End User training ensures your users can access, navigate and annotate their materials with ease, locate historical and resource materials, submit votes/resolutions, and securely access meeting details.

The Diligent "Help Center" provides for quick, easy access to a series of self-help tools, tutorials and "how to" video guides from within the Diligent Service (i.e. Web Admin, Web Director and iOS Apps).

Diligent Customer Support provides email and phone support 24/7/365 to assist all user types with Diligent Boards-related gueries.

Support calls may be recorded for quality assurance.

#### 8. Updates

Updates to the Diligent Service and Client Software are included at no additional cost.

#### 9. Failover / Backup

The Diligent Service includes a fault tolerant system configuration that is included **at no additional cost**. Client Data will reside on the Client's Diligent Boards Site in a primary data center, which is replicated to a secondary data center continuously. Each data center is capable of delivering the Diligent Service. Additionally, each data center is built with hardware and network redundancy to offer continuous delivery of the Diligent Service. System availability is continuously monitored and failover is initiated if a primary data center becomes unavailable.

#### 10. Security

Diligent uses encryption algorithms, consistent with generally-accepted standards and practices adopted and implemented by software-as-a-service ("SAAS") providers, designed to limit unauthorized access to Client Data. Each User will have a unique User ID and password which will be required for the User to access Client's Diligent Boards Site. Diligent enforces password strength requirements, including frequency of password changes, according to Client's request.

Diligent uses a layered approach to security architecture, making use of firewalls, intrusion prevention systems, reverse web proxies, web application firewalls, and segregation of specific application functions to provide security and integrity of the overall environment.

Upon request, more detailed information on Diligent's extensive security measures and protocols can be provided. Technical questions may be addressed to the appropriate salesperson or account management teams, who will engage the appropriate persons from Diligent's network, security and operational departments.

#### 11. Client Requirements

In order to use the Diligent Service, Client and Users must satisfy Diligent's minimum technology requirements, which, as of the Effective Date, are available at <a href="https://www.diligent.com/tech-specs">www.diligent.com/tech-specs</a>. The URL where such requirements are stored may change, but a current version of Diligent's minimum technology requirements is available from Diligent at any point upon request. All subscription costs for wireless and WiFi services must be covered by the Client / User.

#### 12. Documentation

Diligent will provide Client with access to the Diligent "Help Center" for quick, easy access to information relating to the Diligent Service and Client Software.



## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (the "Terms and Conditions") are a part of any Order Form into which they are expressly incorporated by agreement of the Parties and govern provision of any Diligent Service and/or Professional Services. Unless otherwise indicated, a reference to a "Section" in these Terms and Conditions refers to a Section of these Terms and Conditions.

 <u>Definitions.</u> The following terms, as used within these Terms and Conditions, will have the meanings set out below:

"Additional Terms" means those terms (if any) detailed in the additional terms' section of the applicable Order Form.

"Affiliate" means, with respect to any legally recognizable entity, any other entity Controlling, Controlled by, or under common Control with such entity. "Control" means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity will be deemed an Affiliate only so long as Control exists.

"Agreement" has the meaning set out in the Order Form and includes these Terms and Conditions.

"Beta Service" means a product, service or functionality provided by Diligent that may be made available to Client to try at Client's option at no additional charge, which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation, trial, or by a similar description.

"Client" has the meaning set out in the Order Form.

"Client Data" means the information successfully uploaded by Client to any Diligent Service and stored on Diligent's servers.

"Client Software" means any software application provided by Diligent to Client (and its Users) for installation and use by Client (and its Users) on a personal computer or tablet to enable access to and/or use of applicable Diligent Services (if applicable), including any Updates thereto provided by Diligent during the Term.

"Content Service" means that portion of any Diligent Service which provides, distributes, performs, broadcasts, or otherwise makes available any data, data structure, metadata, metrics, charts, graphs, literature, or other content in any form and/or any derivatives thereof, including, where applicable, all Updates delivered thereto (but at all times excluding Client Data).

"Deliverables" has the meaning set out in Section 13.

"Diligent" has the meaning set out in the Order Form.

"Diligent Service" means each proprietary software-as-a-service developed by Diligent, as described in more detail in the applicable Documentation. For clarity, Diligent Service includes the Content Services.

"Documentation" means the training materials, specifications, and technical information regarding any Diligent Service and Client Software provided by Diligent to Client and its Users, and all other information and User instructions regarding the capabilities, operation, installation and access to the Client Software and Diligent Service. For the avoidance of doubt, Documentation may be made available through Diligent's electronic services portal.

"Effective Date" has the meaning set out in the Order Form.



"Order Form" means an order document that (i) explicitly incorporates these Terms and Conditions, (ii) describes the provision of one or more Diligent Services and/or Professional Services by Diligent to Client, and (iii) is executed by both Diligent and Client.

"Party" and/or "Parties" has the meaning set out in the Order Form.

"Professional Services" means those specific services (if any) agreed to in an Order Form to be delivered by Diligent in connection with a Diligent Service (including any services identified as professional services, managed services, or implementation services in an Order Form).

"Professional Services Term" means the term during which Professional Services shall be performed, being either (a) as specifically identified in the applicable Order Form where Professional Services are ordered; or (b) if no term is identified within such Order Form, then from the Effective Date of such Order Form until completion of the Professional Services identified therein.

"Statement of Work" or "SOW" means an Order Form solely for Professional Services to be provided in connection with a Diligent Service (such Diligent Service purchased under a separate Order Form).

"Subscription Fees" means the fees for the right to access and use a Diligent Service and Client Software as set out in the applicable Order Form.

"Term" has the meaning set out in Section 3.

"Third-Party Provider" means a supplier of data, information, software, services or other items that are part of or otherwise used in connection with the Content Services.

"Updates" means corrections, bug fixes, patches, modifications, updates and enhancements that Diligent, in its sole discretion, makes generally available to its customer base.

"User" means an individual identified by Client as authorized to access a Diligent Service in accordance with the applicable Order Form.

"User ID" means a unique alphanumeric identifier assigned to a User so that the User can access Client Data and use the corresponding authorized features of a Diligent Service.

- 2. Provision of Product and Services. During the Term, Diligent will make the Diligent Services specified in the Order Form available to the Client and its Affiliates (subject to any restrictions in the Agreement, including number of Users and, with respect to Affiliates, Section 4.3). Client will provide Diligent with all necessary and reasonable cooperation to enable Diligent to perform its obligations under the Agreement.
- 3. <u>Term.</u> The Term of this Agreement begins on the applicable Effective Date and will continue for the period identified as the "Initial Term" in the Order Form ("Initial Term"). If no specific Initial Term period is stated in the Order Form, the Initial Term shall be one year. After the Initial Term, the term of the Agreement will automatically renew for additional one (1) year terms ("Renewal Term"), unless either Party provides the other written notice of non-renewal no later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Diligent may implement revised pricing for any Renewal Term by giving written notice of the new pricing to Client at least sixty (60) days prior to the commencement of a Renewal Term and the pricing will apply to the Renewal Term unless Client provides written notice of non-renewal in accordance with this Section. Collectively each Initial Term and each Renewal Term (if any) constitute a "Term" in respect of the applicable Order Form.

#### 4. Access Right; Restrictions.



- 4.1. Access Rights. During the Term and conditioned upon Client's compliance with all the terms of the Agreement, Diligent grants to Client, a limited, non-exclusive, non-transferable, and non-sublicensable right to allow Users to, in accordance with the Agreement, access and use the applicable Diligent Services set out in the relevant Order Form solely for Client's internal business purposes. Client's Users may only access such Diligent Services through Diligent's web site and the Client Software. As part of any implementation of each Diligent Service, Client will identify in writing the Users, who will be assigned User IDs. For the avoidance of doubt, if applicable pursuant to the relevant Order Form, any Content Services described thereunder shall be Diligent Services and subject to the restrictions set forth herein.
- 4.2. <u>Client Software</u>. During the Term and conditioned upon Client's compliance with all the terms of the Agreement, Diligent grants Client a limited, non-exclusive, non-transferable, and non-sublicensable right to install and use the applicable Client Software on the supported hardware platform solely in order for Users to access the applicable Diligent Services as permitted.
- 4.3. Affiliates. To the extent that Client is purchasing access on behalf of its Affiliates, Client irrevocably and unconditionally guarantees the compliance of each Client Affiliate with the Agreement and will be jointly and severally liable with each Client Affiliate for breach of the Agreement. All remedies available to Diligent, including the ability to obtain injunctive relief, will apply to such Client Affiliates, and Client will reasonably assist Diligent in enforcing Diligent's rights and remedies against such Client Affiliates. Client's Affiliates may enter into an agreement with Diligent on the same terms as Client under this Agreement by entering into an Order Form referencing the agreed terms between Client and Diligent. Any such Order Form shall be its own separate agreement between Diligent and the Client Affiliate, running on its own term, and the termination of this Agreement shall not terminate such separate agreement (or vice versa). For the avoidance of doubt, where the Client Affiliate is based outside the Client's country, a Diligent Affiliate (where applicable) may enter into such Order Form in lieu of Diligent, and pricing may be converted to a local currency where such local currency is supported by the Diligent Affiliate.
- 4.4. Reservation of Rights. Except for the limited rights set forth in Section 4.1 and 4.2 above, Client does not acquire any intellectual property or other rights, express or implied, in or relating to any Client Software or Diligent Services. Diligent reserves title, ownership, and all other rights to all Client Software and Diligent Services. Client and Users will not remove, obscure, or alter Diligent's copyright notices, trademarks, other proprietary rights notices, or any other content of any kind appearing in the Diligent Services, Client Software, or Documentation. For the avoidance of doubt, ownership of all Content Services (including any products or components contained therein) belongs to Diligent or its Third-Party Providers and nothing in this Agreement shall transfer or assign any right, title or interest in the applicable product or components of the Content Services to the Client.
- 4.5. <u>Restrictions</u>. Client must not, and represents and warrants it will not, use the Diligent Services in any manner that is not described in the Documentation or in any manner that is prohibited by the Agreement. Client is responsible for all access and use of the Diligent Services and Client Software by its Users and any person that gains access through Client or any of its Users or User IDs.
- 4.6. Restrictions on Use. Client must not and must ensure that Users do not, directly or indirectly, (i) reverse engineer, disassemble, decipher, translate, decompile, prepare derivative works of the Diligent Services or Client Software or otherwise attempt to access, imitate, derive or discover the source code thereof; (ii) upload any Client Data or any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (iii) infringe the intellectual property rights of any third party in connection with use of the Diligent Services, Client Software or Documentation (including by uploading Client Data to the Diligent Services); (iv) interfere with or disrupt Diligent's software, the Diligent systems used to host the Diligent Services, other equipment or networks connected to the Diligent Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Diligent Services made known to Client; (v) license, sell, rent, lease, lend, transfer, outsource, sublicense or otherwise provide access to the Diligent Services or Client Software or utilize the Diligent Services for the benefit of a third party, including through a service bureau, commercial time-sharing arrangement, or application service provider (ASP) arrangement; (vi) provide publicly, or make publicly



available, any links, hypertext (Universal Resource Locator (URL) address) or otherwise (other than a "bookmark" from a Web browser) to the Diligent Services, or any part thereof; (vii) circumvent the User authentication or security of the Diligent Services or any host, network, or account related thereto; (viii) perform any penetration testing on or with respect to the Diligent Services, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the Diligent Services (unless specifically authorized by Diligent in writing); (ix) mirror the Diligent Services on any server; (x) make any use of the Diligent Services that Diligent reasonably believes is abusive or that violates any applicable local, state, national, international or foreign law; (xi) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the Diligent Services; (xii) allow any non-Users to use any User IDs, code(s), password(s), or other mechanisms issued to, or selected by, Client or Users for access to the Diligent Services; (xiii) use the Diligent Service, in whole or in part, in any manner that competes with Diligent or its Affiliates, including, but not limited to, any distribution of a Diligent Service, related data or derivative works based thereon; (xiv) create a database in any form whatsoever from the Diligent Service; (xv) associate the Diligent Service or its content to another website by employing any technology, including, but not limited to, hyper linking and framing; (xvi) use automated systems, software or processes to extract or compile data from the Diligent Service ("data scraping"); or (xvii) use the Diligent Service as part of Client's intranet or other internal network.

- 4.7. <u>User IDs</u>. Rights of any User to utilize any Diligent Services cannot be shared or used by more than one individual. Client must not and will ensure that Users do not permit any other individual or entity to access (through User ID and password sharing or otherwise) the Diligent Service or Client Software. Client may on a permanent basis transfer a User's access right purchased by Client to another User without incurring additional Subscription Fee charges (but subject to payment of an installation fee); provided that Client submits a transfer request to and obtains a new User ID from Diligent and the original User is no longer a User and is not permitted access to the Diligent Service.
- 4.8. <u>Feedback</u>. Client is not required to provide Diligent any feedback, comments or suggestions about the Diligent Service or any of Diligent's technologies, products, or services ("**Feedback**"). However, if Client provides Feedback, Client agrees that even if it is designated confidential, the Feedback is not confidential and Diligent is free to use, disclose, reproduce, license or otherwise distribute the Feedback without any obligations or restrictions of any kind, including intellectual property rights.

#### Client Data and Client Materials.

- 5.1. Client reserves all title and ownership of the Client Data. Diligent will take reasonable security measures with respect to the storage and transmission of Client Data. Upon Client's reasonable request, Diligent will provide Client with Diligent's then-current security Documentation made generally available to customers of the relevant Diligent Service. Diligent shall promptly notify Client after confirming any actual or reasonably suspected information security breaches affecting the security of the Client Data.
- 5.2. Client hereby grants Diligent the right to use the Client Data for the purposes of providing the Diligent Services pursuant to the Agreement. If Client furnishes to Diligent any content, materials or other intellectual property (including graphics, logos, trademarks, etc.) other than Client Data (collectively "Client Materials") Diligent may use the Client Materials in connection with the provision of the Diligent Services under the Agreement. In addition to the foregoing, Diligent may (i) collect anonymized, de-identified information relating to use of the Diligent Services (including usage data) in order to improve Diligent's products and services and for other reasonable internal uses and (ii) aggregate such anonymized, de-identified information with anonymous, de-identified information of its other clients for purposes of creating and distributing case studies or industry reports as part of its products and services, provided that, in each case: (x) the information does not, and could not reasonably be used to, relate back to or identify Client; and (y) Diligent does not sell, resell or make other commercial use of such information (other than on an aggregated basis under the foregoing (ii)).
- 5.3. Client agrees that Diligent and its affiliated companies may reference Client as a Diligent customer (including using Client's name and logo), including on Diligent's and its affiliated companies' website.



Diligent will comply with Client's reasonable instructions that are provided to Diligent related to such use of name and logo.

5.4. Client is responsible for providing sufficient bandwidth and network connectivity to ensure all Users can access and use the Diligent Service. The technical requirements set forth in this Section are subject to change upon notice. Client is responsible for ensuring its firewalls permit access to the Diligent-owned URLS/IP Addresses. To ensure Client receives optimal performance, Client should use the Diligent Service on a hardware and software system that matches or exceeds the highest specifications recommended by Diligent, such details being available on request. Suitable configuration of software and hardware will depend on individual circumstances. System performance may be adversely affected by unsuitable software or hardware. Client is responsible for determining the security configurations of its systems (e.g. password construction rules and expiration intervals). Client is responsible for setting up and ensuring the confidentiality of User accounts and passwords assigned to them for use with the Diligent Service. Client is responsible for promptly notifying Diligent after confirming any actual or reasonably suspected information security breaches affecting the security of the Diligent Service or Client Software, of which it becomes aware, including without limitation compromised User accounts. Client is responsible for periodically reviewing its security configurations and access rights to determine if they are appropriate for its needs. Client is responsible for defining its authorized approvers, documentation and validation requirements for changes to its use and access to the Diligent Service.

#### 6. Pricing and Payment.

- 6.1. Fees. In consideration for the provision of the applicable Diligent Services and Professional Services, as applicable, Client will pay the amounts set forth in the Order Form in accordance with the terms set forth in this Section. All Subscription Fees are to be paid annually in advance. Except as specifically provided to the contrary in the Agreement, in the event of the cancellation, completion, expiration or termination of the Agreement, all monies paid or due or owing to Diligent by Client shall be deemed non-refundable. Any reduction in the quantity of any purchase made in an Order Form must be agreed in writing by the Parties at least thirty (30) days in advance of the commencement of the next Renewal Term, and any such reduction shall take effect as of the commencement of the next Renewal Term. If there is no written agreement to reduce the quantity of any purchase in an Order Form by such time, the Agreement will automatically renew for the same quantity for the preceding Initial or Renewal Terms, as applicable. Diligent will issue an invoice to Client for the Initial Term's Subscription Fee for the first year and any other fees on or about the date the Order Form is executed. For each year of the Term thereafter, Diligent will invoice Client for Subscription Fees approximately thirty (30) days prior to the anniversary of the applicable Effective Date. Client will pay all invoices within thirty (30) days of the date of invoice. For any amount not paid when due, Diligent may charge a 1.5% per month finance charge or, if lower, the maximum amount allowed by law. Client will reimburse Diligent for its costs incurred (including reasonable attorney's fees) in the collection of Client's past due amounts. If any fees owing by Client are thirty (30) days or more overdue, Diligent may, without limiting its other rights and remedies, suspend access to the Diligent Services and/or Professional Services until such amounts are paid in full, provided Diligent has given Client at least ten (10) days' prior notice that its account is overdue. Client will be responsible for all travel, accommodation and meal expenses incurred in connection with any on-site training or instruction or attendance at board meetings at the request of Client. All amounts payable to Diligent hereunder are payable in full in United States dollars (unless otherwise indicated in the Order Form) without deduction or set off, and shall be in addition to all applicable taxes, bank fees or duties, which are also Client's responsibility.
- 6.2. <u>Taxes.</u> Client is responsible for payment of all applicable value-added, sales, use, license and other transaction-based taxes (such as gross receipts or excise taxes), withholding taxes, and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Diligent's net income) which are levied or imposed by reason of the transactions contemplated by this Agreement. In the event that any withholding taxes are payable under any applicable law in respect of any payment due to Diligent under this Agreement, Client shall gross up such payment such that the balance payable to the Diligent after deduction of the applicable withholding taxes shall be equivalent to the original amount due to Diligent. Provided that in the event any avoidance of double taxation treaty is applicable to such



payments, Diligent and Client shall cooperate to obtain the full benefit of such treaty.

#### 7. Warranties and Disclaimers.

- 7.1. <u>Software and Services</u>. During the Term, Diligent represents and warrants that the applicable Diligent Service and Client Software will materially conform to the applicable Documentation. The warranty will not apply: (i) if the applicable Diligent Service or Client Software is not used in accordance with this Documentation; or (ii) if the defect is caused by Client Data, Client Materials or any third party services, content, products or modification or customization to such Diligent Service or Client Software.
- 7.2. Remedy for Breach of Warranty. If notified in writing of a valid warranty claim under Section 7.1, Diligent will, at its option, (i) correct the non-conforming Diligent Service or Client Software so that it materially complies with the Documentation; (ii) provide a replacement with substantially equivalent functionality; or (iii) terminate the Agreement and refund a pro-rata portion of the prepaid Subscription Fee based on the number of months remaining in the Initial Term or Renewal Term as of the date that Client provided written notice of the warranty claim under Section 7.1. This Section states Diligent's entire liability and Client's sole and exclusive remedy for breach of warranty under Section 7.1.
- 7.3. <u>Viruses</u>. Diligent will take reasonable precautions to protect against any person acting by, under or through Diligent from introducing any software virus, worm, "back door," "Trojan Horse" or similar harmful code into the Client Software provided hereunder.

#### 7.4. Disclaimer.

A EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DILIGENT DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS WHETHER EXPRESS, IMPLIED OR STATUTORY.

B THE WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS DISCLAIMED IN SECTION 7.4(A) SHALL INCLUDE (WITHOUT LIMITATION) ANY WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

C DILIGENT MAKES NO WARRANTY, UNDERTAKING, REPRESENTATION, CONDITION OR OTHER AGREEMENT THAT THE DILIGENT SERVICE, PROFESSIONAL SERVICES, CLIENT SOFTWARE, OR ANY INFORMATION OR DATA ACCESSED OR STORED THEREIN WILL MEET CLIENT'S REQUIREMENTS OR BE ACCURATE, COMPLETE, ERROR-FREE, RELIABLE, OR AVAILABLE.

Indemnification. Diligent will indemnify Client against any bona fide third party claim that the grant of a right to, or the access and use by, Client and its Users of the Client Software or any Diligent Service (or any Deliverables if applicable) in accordance with the Agreement infringes a validly existing United States trademark, copyright, patent, or other proprietary rights, and pay any final judgment awarded or Diligent-negotiated settlement. Diligent's obligations under this Section are conditioned upon Client providing Diligent (i) prompt written notice of any claim; (ii) sole and exclusive control over the defense and settlement of the claim; and (iii) such cooperation as Diligent may reasonably request with respect to the defense or settlement of such claim. Diligent will defend any claim with counsel of its own choosing and settle such claim as Diligent deems appropriate. Client may participate in the defense with counsel of its own choosing and at its own cost and expense. Client will not admit liability, take any position adverse or contrary to Diligent, or otherwise attempt to settle any claim or action without the express written consent of Diligent. If, in Diligent's sole opinion, an infringement claim may have validity, then Diligent may modify the Client Software, Deliverables or Diligent Service to make it non-infringing, procure any necessary license, or replace the affected item with one that is reasonably equivalent in function and performance. If Diligent determines in its sole opinion that none of these alternatives are reasonably available, then Diligent may terminate the Agreement, Client will discontinue using the allegedly infringing Client Software, Deliverables, or Diligent Service and Diligent will issue Client a pro-rata refund of any prepaid Subscription Fee for such Client Software, Deliverables or Diligent Service based on the number of months remaining in the then-current Initial Term or Renewal Term. Diligent has no obligation under



this Section for and Client will indemnify Diligent against, any third-party claim arising from: (i) Client Data or Diligent's compliance with Client's or its representatives' designs, specifications, instructions, or technical information; (ii) modifications to the Client Software, Deliverables or Diligent Service not made by Diligent; (iii) Client's use of the Client Software, Deliverables or Diligent Service that is non-compliant with the Documentation; (iv) use of the Client Software, Deliverables or Diligent Service in any manner that is not authorized or is not permitted by the Agreement; (v) Client use or combination of the Client Software, Deliverables or any Diligent Service with any other software, hardware, or services that are not provided by Diligent; or (vi) Client's failure to implement changes recommended by Diligent if the infringement would have been avoided by the implementation of the change. This Section states Diligent's entire liability and Client's sole and exclusive remedy for claims of infringement.

## 9. <u>DISCLAIMER OF CERTAIN DAMAGES.</u>

- 9.1. SUBJECT TO SECTION 10.4: IN NO EVENT WILL DILIGENT BE LIABLE OR RESPONSIBLE TO CLIENT FOR:
- (I) ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; PROPERTY DAMAGE; OR BUSINESS INTERRUPTION, IN EACH CASE ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, ANY DILIGENT SERVICE, PROFESSIONAL SERVICES, OR CLIENT SOFTWARE (WHETHER CAUSED BY BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR BREACH OF STATUTORY DUTY OR ARISING IN ANY OTHER WAY).
- 9.2. SUBJECT TO SECTION 10.4, THE FOREGOING DISCLAIMERS WILL APPLY EVEN IF: (I) DILIGENT HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES; (II) THE LIMITED REMEDIES SET FORTH HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, AND (III) REGARDLESS OF IF THE LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE.

#### 10. LIMITATIONS ON LIABILITY.

- 10.1. SUBJECT TO SECTION 10.4, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DILIGENT (TO THE EXTENT NOT DISCLAIMED UNDER SECTION 9) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT (WHETHER CAUSED BY BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY OR ARISING IN ANY OTHER WAY)) EXCEED THE TOTAL FEES PAID OR PAYABLE TO DILIGENT FROM CLIENT UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.
- 10.2. SUBJECT TO SECTION 10.4, THE EXISTENCE OF MULTIPLE CLAIMS UNDER OR RELATED TO THE AGREEMENT OR ANY ORDER FORMS, THE DILIGENT SERVICE, PROFESSIONAL SERVICES, OR THE CLIENT SOFTWARE WILL NOT ENLARGE OR EXTEND THE LIMITATION ON MONEY DAMAGES.
- 10.3. WITHOUT LIMITING SECTIONS 10.1 AND 10.2 (BUT SUBJECT TO SECTION 10.4), IN NO EVENT WILL DILIGENT BE LIABLE FOR LOSS, CORRUPTION OR COMPROMISE OF THE CONFIDENTIALITY OF CLIENT DATA, UNLESS THE LOSS, CORRUPTION OR COMPROMISE IS DUE SOLELY TO DILIGENT'S BREACH OF THIS AGREEMENT, DILIGENT'S NEGLIGENCE OR DILIGENT'S INTENTIONAL MISCONDUCT.
- 10.4. Nothing in the Agreement excludes the liability of either Party: (a) for death or personal injury caused by that Party's negligence; or (b) for fraud or fraudulent misrepresentation; or (c) for any other liabilities that cannot be excluded by law.
- 10.5. No right of action and other entitlements arising from or pertaining to the Diligent Services or Professional Services may be brought by Client more than one (1) year after the date on which Client has



become aware of or could have become aware of such right and entitlement.

- Termination. Either Party may terminate the Agreement if the other Party materially breaches such Agreement and fails to cure the breach (if the breach is curable) within thirty (30) days after receiving the non-breaching Party's written notice specifying the breach. Notwithstanding the foregoing, Diligent may terminate the Agreement immediately upon providing written notice to Client if Client breaches Section 12 (Confidentiality) or Section 4 (Access Right; Restrictions), and Client may terminate the Agreement upon providing written notice to Diligent if Diligent breaches Section 12 (Confidentiality). Either Party may terminate the Agreement immediately (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such Party's debts; (ii) upon the other Party making an assignment for the benefit of creditors; or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination of the Agreement, all rights granted to Client pursuant to the Agreement (as the case may be) will terminate, Client will immediately cease all access and use of the applicable Diligent Service(s) and Client Software, and pay all unpaid fees. If Client terminates this Agreement due to Diligent's breach of the Agreement, then to the extent Client has paid fees to Diligent that relate, on a pro-rated basis, to any portion of the Term that is after the date of termination, Diligent will pay to Client a pro-rated refund of such fees. If requested by Client after termination of the Agreement, Diligent will make Client Data available for the Client to export or download, as provided in the Documentation, for a period not to exceed thirty (30) days from the date of termination. After such period (or if Client does not make such a request within ten (10) days of the date of termination), Diligent will be under no obligation to hold the Client Data and will delete all Client Data (including backups of Client Data) no later than one hundred twenty (120) days from the termination date unless Diligent has specifically agreed otherwise in writing. After deletion is complete, Diligent will provide a certificate confirmation deletion of the Client Data if so requested by Client. Sections 1, 4.4, 4.5, 5.2, 5.4, 6, 7.4, 9-12, the ownership language in 13.6 (but not the license granted to the Client), 14.4, and 15-16 will survive termination of the Agreement for any reason.
- Confidentiality. Client will retain in confidence the terms and pricing of the Agreement and all other non-public information, technology, and materials (including the Diligent Service and Client Software) provided by or on behalf of Diligent during the Term (Diligent's "Confidential Information"), and Diligent shall retain in confidence the Client Data (Client's "Confidential Information"). Each Party will not disclose the Confidential Information of the other to any third party except for those provided under the Agreement or use it for any purpose other than to carry out the activities contemplated under the Agreement. Each Party may only disclose the other's Confidential Information to its employees or third parties who assist with the operation of the Agreement (e.g., Users, contract developers, service providers, etc.), who have a need to know in connection with the Agreement and who have agreed to obligations of confidentiality that are no less restrictive than the obligations in the Agreement. Each Party will take reasonable steps, and in no event will those steps be any less secure than the steps it uses to protect its own similar information, to ensure that the other's Confidential Information is protected. Each Party is responsible for the actions or inactions of its employees and advisors with respect to use and disclosure of the other's Confidential Information. The restrictions set forth in this paragraph will not apply to any information that: (a) was known by the receiving Party without obligation of confidentiality prior to disclosure by the disclosing Party; (b) was in or entered the public domain through no fault of the receiving Party; (c) is disclosed to the receiving Party by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the receiving Party without reference to any Confidential Information. To the extent that Confidential Information is required by applicable law or regulations to be disclosed, a receiving Party may disclose such information after providing to the disclosing Party, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request. In the event that Diligent is required by law to disclose any portion of the Client Data, or is so directed by Client, Client shall pay any reasonable fees associated with complying with such disclosure. The Parties agree that any violation or threatened violation of this Section will cause irreparable injury to the disclosing Party for which money damages would be an insufficient remedy, therefore the disclosing Party will be entitled to seek injunctive relief, without the necessity of posting bond or proving actual damages, in addition to other appropriate legal remedies.

## 13. Professional Services.



- 13.1. <u>Scope of Applicability</u>. The provisions of this Section shall apply solely to Professional Services, where such Professional Services are included in an Order Form. This Section does not limit the operation of any other Sections of the Agreement, but in the event of any direct conflict between this Section and other Sections with respect to the Professional Services, this Section shall control. Notwithstanding Section 3, for purposes of any SOW, the Term of such SOW shall be the Professional Services Term.
- 13.2. Provision of Services. During the Professional Services Term (and subject to Section 13.5), Diligent shall use commercially reasonable efforts to perform the Professional Services, and Diligent represents and warrants that all Professional Services shall be provided in a professional and workmanlike manner.
- 13.3. Remedy. If notified in writing of any claim for Diligent's breach of Section 13.2, Diligent will, at its option, (i) reperform the Professional Services so that they comply with Section 13.2; or (ii) terminate the portion of the affected Order Form attributable to such Professional Services and refund the fees attributable for such Professional Services. This Section states Diligent's entire liability and Client's sole and exclusive remedy for Diligent's breach of Section 13.2.
- 13.4. <u>Suitability</u>. Diligent shall assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form. Diligent may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.
- 13.5. <u>Client Responsibilities</u>. Client shall make available in a timely manner at no charge to Diligent all technical data, Client Data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Client required by Diligent in each case for the performance of the Professional Services, as well as anything specified in the applicable Order Form. Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client. Client shall provide, at no charge to Diligent, reasonable cooperation as Diligent requires to perform the Professional Services.
- 13.6. Ownership. Ownership of all work product, developments, inventions, technology or materials related to any Professional Services (the "Deliverables") shall be solely owned by Diligent (except with respect to Client Data, which shall remain Client's sole property). Solely during the applicable Term and conditioned upon Client's compliance with all the terms of the Agreement, Diligent grants to Client a limited, non-exclusive, non-transferable, and non-sublicensable right to make use of the Deliverables.
- 13.7. <u>Modifications and Change Orders</u>. For the avoidance of doubt, modifications to the scope of any Professional Services shall become effective only when a document incorporating the relevant written change request is executed by authorized representatives of both Parties.

#### 14. Content Services.

- 14.1. Scope of Applicability. The provisions of this Section shall apply solely to Content Services, where such Content Services are part of an Order Form. This Section does not limit the operation of any other Sections of the Agreement, but in the event of any direct conflict between this Section and other Sections with respect to the Content Services, this Section shall control. For the avoidance of doubt, the Content Services and any components, data, or content therein constitute a part of the Diligent Service under this Agreement.
- 14.2. Enhancements or Revisions to Content. Diligent reserves the right to alter or modify the Content Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include, without limitation, addition or withdrawal of features and/or data or changes in instructions and/or documentation.
- 14.3. Specific Restrictions. Without limiting anything else in the Agreement, Client shall not (and shall ensure that each User shall not) perform any of the following acts, except as otherwise expressly



permitted by the Agreement or with the express written permission of Diligent:

- (i) license, sublicense, transfer, sell, resell, publish, reproduce, and/or otherwise redistribute any data within the Content Service or any components thereof in any manner, including, but not limited to, via or as part of any internet site;
- (ii) provide access to the Content Service or any portion thereof to any person, firm or entity other than a User, including, but not limited to, any Affiliate not expressly identified in the Agreement;
- (iii) use and access the Content Services other than as permitted under this Agreement; or
- (iv) copy, reproduce, modify, distribute, create derivative works of, publicly display, publicly perform, reverse engineer, decompile, or disassemble the Content Services or any portions thereof.
- 14.4. <u>Disclaimer.</u> DILIGENT AND ANY THIRD-PARTY PROVIDERS MAKE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES REGARDING THE COMPLETENESS, VERACITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR ACCURACY OF THE CONTENT SERVICES OR ANY COMPONENT THEREOF, OR FOR ANY DELAYS, INTERRUPTIONS OR OMISSIONS. THE CONTENT SERVICES AND ANY COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CLIENT'S USE OF THE CONTENT SERVICES IS AT CLIENT'S OWN RISK. DILIGENT AND ANY THIRD-PARTY PROVIDERS ARE NOT LIABLE FOR THE DATA, DATA STRUCTURE, METADATA, METRICS, CHARTS, GRAPHS, LITERATURE, OR OTHER CONTENT IN ANY FORM AND ANY DERIVATIVES THEREOF, (INCLUDING, WHERE APPLICABLE, ALL UPDATES TO THE FOREGOING) IN EACH CASE INCLUDED IN THE CONTENT SERVICES OR ANY DECISION OR CONSEQUENCE BASED ON USE OF THE FOREGOING.
- 14.5. <u>Indemnity</u> Client will indemnify Diligent and any Third-Party Providers for any claim, suit, action or proceeding by a third party arising directly from (a) any negligent or more culpable act or omission, willful misconduct or fraud of Client in connection with its use of the Content Services; (b) the infringement or misappropriation of any trademark, copyright, patent, or other proprietary rights of a third party by Client; (c) any failure by Client to materially comply with any applicable law in connection with its use of the Content Services; or (d) Client's failure to comply with any of the terms of this Agreement in connection with its use of the Content Services.

#### 15. Beta Services.

From time to time, Diligent may make Beta Services available to Client at no charge. Client may choose to try such Beta Services in Client's sole discretion. Unless otherwise determined by Diligent, no Order Form is specifically required to enable Client's use of Beta Services. Beta Services are intended for evaluation purposes and not for production use. Beta Services are not supported and may be subject to supplemental terms in addition to those set out in this Agreement, which will be presented to Client. Beta Services are not considered part of the "Diligent Service", "Client Software" "Professional Services", or similar terms under this Agreement; however, all restrictions and Client commitments under this Agreement shall apply to Client use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. Diligent may discontinue Beta Services at any time in Diligent's sole discretion and may never make Beta Services generally available. Diligent will have no liability for any harm or damage arising out of or in connection with a Beta Service. BETA SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY, REPRESENTATION, GUARANTEE, CONDITION OR TERM OF ANY KIND, WHETHER EXPRESS. IMPLIED OR IMPOSED BY LAW.

#### 16. Miscellaneous.

- 16.1. <u>Conflict.</u> If there is an inconsistency between any of the provisions in the main body of the Agreement and any Order Form, the provisions in the Order Form shall control.
- 16.2. <u>Variation.</u> No amendment or variation of the Agreement (including any Order Form) will be effective unless it is in writing and signed by each Party.



- 16.3. <u>Waiver.</u> All waivers under the Agreement must be in writing to be effective. No waiver by a Party of any default or breach will be deemed a waiver of any subsequent default or breach. No failure or delay by a Party to exercise any right or remedy provided under the Agreement will operate as a waiver or prevent the exercise of any such right or remedy of such Party, or the enforcement of any obligation of the other Party, under the Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.4. <u>Severance.</u> If any provision (or part of a provision) of the Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the provision will be enforced to the fullest extent permissible to effect the Parties' intent, and the invalidity or unenforceability will not operate to invalidate the remaining provisions of the Agreement. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 16.5. <u>Interpretation of Agreement.</u> The Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed in favor of or against either Party.

Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." Unless stated otherwise, all references to sections, parties, terms, Exhibits, Order Forms and similar references are to the sections of, Parties to, terms of, Exhibits and Order Forms to the Agreement. All captions and headings are intended solely for the Parties' convenience, and none will affect the meaning of any provision. The words "herein," "hereof," and words of similar meaning refer to the Agreement as a whole, including its Exhibits. All references to "days" refer to calendar days, unless otherwise expressly set forth in the Agreement.

- 16.6. Governing Law and Dispute Resolution. The interpretation of this Agreement and all matters related to this Agreement will be construed in accordance with the laws of the State of Delaware without reference to the choice-of-law provisions of Delaware law. The Parties further agree that the Uniform Computer Information Transactions Act (UCITA) (as adopted or as may be adopted in the State of Delaware or any other jurisdiction) and the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. In any legal action relating to this Agreement, Client agrees to the exercise of jurisdiction over it by a state or federal court in Delaware. Client agrees that, if it brings any such action, it shall do so in state court in Delaware, or in federal court in Delaware
- 16.7. <u>Bench Trial</u>. The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with regard to any dispute arising out of this Agreement.
- 16.8. Notices. Any notices required or permitted to be given hereunder by either Party to the other will be given in writing (i) by personal delivery, (ii) by bonded courier or a nationally-recognized overnight delivery company, (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other Party at the address set forth in the Order Form (or to such other address as the other Party may request in writing by notice given pursuant to this Section) or (iv) by email. Notices will be deemed received: (a) if personally delivered, the same day; (b) if sent by courier or overnight delivery company, on the second working day after the day it was sent; (c) if sent by mail, five (5) working days following posting; or (d) if sent by email, the date of delivery.
- 16.9. Entire Agreement. The Agreement contains the entire understanding and agreement between Diligent and Client with respect to the subject matter of the Agreement, and supersedes all other prior and contemporaneous proposals, representations, agreements, understandings, and commitments between Diligent and Client with respect to the subject matter of the Agreement.

The Agreement supersedes any conflicting terms in Client's purchase order or other ordering document. Any terms of trade stated or referenced in Client's purchase order, or any other terms to which Diligent has not specifically agreed in a writing signed by an authorized representative of Diligent, are not binding on Diligent.



Each of the Parties acknowledges and agrees that in entering into the Agreement, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a Party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

16.10. No Offer of Securities. Neither Diligent nor its Third-Party Providers are investment advisors and nothing contained in the Content Services will be construed as to make a representation or warranty, express or implied, regarding the accuracy or completeness of the data and information contained in the applicable product or the advisability to buy, sell, subscribe for, exchange or redeem a particular investment. The service provided under this Agreement and all content provided in conjunction with them are for informational purposes only and do not constitute, and should not be construed as a solicitation or offering of any investment or other transaction, an identification or offering of any securities for purchase, a recommendation to acquire or dispose of any investment, or the provision of any financial, tax, legal or other advice of any nature whatsoever. Client understands and agrees that any decisions it makes on the basis of any information provided under this Agreement are made solely at its own risk and Diligent and the Third-Party Providers have no responsibility or liability arising from such decisions. Diligent and/or the Third-Party Providers do not (i) serve as an agent for Client, Users, or any other person, (ii) market securities to investors, (iii) participate in negotiations between a Client, Users or any investor, (iv) handle any monies or securities in transactions between investors and Client or Users (or other third parties), or (v) assist Client, Users, or investors with the completion of any transactions between them (such as transaction documentation or paid referrals).

16.11. Links to Third-Party Sites. Diligent Services and/or Client Software may contain links to, or allow Client or its Users to connect and use, certain third-party products, services, or software ("Third-Party Services", and each, a "Third-Party Service") in conjunction with Client's use of the Diligent Service. To take advantage of these features, Users may be required to sign up or log into such Third-Party Service or their respective websites or applications. Client acknowledges that any use of such Third-Party Service is governed solely by the terms and conditions and privacy policy of such Third-Party Service, and that Diligent does not endorse, is not liable for, and makes no representations as to any Third-Party Service, its content, or the manner in which such Third-Party Service uses, stores or processes any data. Certain features of certain Diligent Services and/or Client Software may depend on the availability of these Third-Party Services and the features and functionality they make available to us. Diligent does not control Third-Party Service features and functionality, which may change without notice to Diligent or Client. If any Third-Party Service stops providing access to some or all of the features or functionality currently or historically available to Diligent, or stops providing access to such features and functionality on reasonable terms, as determined by Diligent in its sole discretion, Diligent may stop providing access to certain features and functionality of the Diligent Services and/or Client Software. Diligent will not be liable to Client for any refunds or any damage or loss arising from or in connection with any such change made by a Third-Party Service or any resulting change to the Diligent Service and/or Client Software. Client and its User irrevocably waive any claims against Diligent with respect to any Third-Party Services.

16.12. <u>Force Majeure</u>. Neither Party will be responsible for failure of performance, other than for an obligation to pay money, due to causes beyond its control, including: acts of God or nature; labor disputes; sovereign acts of any federal, state or foreign governments; network and/or computer failure or shortage of supplied materials ("Force Majeure Event"); provided that the affected Party makes a reasonable attempt to remove the impact of the Force Majeure Event as soon as reasonably possible. Either Party will have the right to terminate the Agreement upon written notice if a Force Majeure Event continues to impact performance of the other Party for more than thirty (30) consecutive days.

16.13. Export. Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this Agreement (or any products, including software, incorporating any such data) to any country or person in breach of any applicable laws or regulations regulating export ("Export Control Laws"). Client shall ensure that its Users do not access any Diligent Service (or use the Client Software or any Deliverables) in breach of Export Control Laws.



- 16.14. Anti-Bribery. Each Party shall comply with all applicable anti-bribery legislation in connection with the operation of this Agreement. Each Party agrees that it has not received or been offered any illegal bribe, kickback payment, gift, or thing of value from any of the other Party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a Party learns of any breach of this Section related to this Agreement, it will use reasonable efforts to promptly notify the other Party's legal department.
- 16.15. No Assignment or Delegation. Client may not (i) assign the Agreement or rights to the Diligent Service, Professional Services or Client Software, in whole or in part, or (ii) delegate its duties, or have another assume its responsibilities or liabilities, under the Agreement, to any third party without the prior written consent of Diligent. Any attempted assignment in contravention of this provision will be null and void. The Agreement will be binding on all permitted assignees and successors in interest. Diligent may freely assign or subcontract its rights or obligations under this Agreement.
- 16.16. <u>Independent Contractor</u>. Diligent is an independent contractor. Nothing in the Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties and neither Party will have the power to act in the name or on behalf of, or otherwise bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 16.17. Third-party Beneficiaries. Diligent's Third-Party Providers are third-party beneficiaries under this Agreement and may enforce the terms and conditions of this Agreement against Client as it relates to such Third-Party Provider, but such Third-Party Providers will not be liable to Client for any direct or indirect damages with respect to the Content Services or any matters arising under this Agreement with respect to the Content Services. Other than as expressly set out in this Section 16.17, this Agreement does not and is not intended to confer rights on anyone other than the two parties to the Agreement.
- 16.18. Rights and Remedies. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.19. <u>Counterparts</u>. The Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or electronic mail in PDF or other similar format and will be deemed original. The signatories to the Agreement hereby represent and warrant that they have all necessary authority to enter into and bind their respective Party to the Agreement.



II. 20. APPROVE Service Agreement No. 202122-279 with California Weekly Explorer, Inc. for educational walk through presentations of the American Revolution and California from March 21, 2022 through April 4, 2022.

**Supporting Documents** 



scan1305

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

# SERVICE AGREEMENT Agreement No. 202122-279

be an	IIS AGREEMENT made and entered into this 30th of July , 2021 by and stween California Weekly Explorer, Inc. , hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually tree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.  Walk Through Presentations for Price Elementary
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 4,389.95, not to exceed \$ 4,389.95 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.	Tem. The term of this agreement begins 3/21/2022 and will terminate on or before 4/4/2022 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.	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.

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:

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

## Professional Liability:

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

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

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

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

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

Downey Unified School D	istrict	
Service Agreement No.	202122-279	

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

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

Downey Unified School D	istrict	
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such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER Downey Unified School District California Weekly Explorer, Inc. Name: **Business Services** Dept.: Operations 11627 Brookshire Ave. 15052 Red Hill Ave, Suite G Address: Downey, CA 90241 Tustin, CA 92780 Morgan B. Hovis Contact Debbie Black Contact (562)469-6521/dblack@dusd.net Phone/email: 714-247-2250 ext 1001 IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER California, Weekly Explorer, Inc. DOWNEY UNIFIED SCHOOL DISTRICT Signature Signatuçã Print Name: Morgan B. Hovis Print Name: Christina Aragon Vice President Print Title: Associate Superintendent Print Title: **Business Services** 7/30/2021 11/2/2021 Date: Date: District use only below line D-00000.0. 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

Downey Unified School District

Service Agreement No. 202122-279

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

Page 4 of 4



II. 21. RATIFY Service Agreement No. 202122-280 with 2 Degree Shift to coordinate Audiovisual Technologies Pathway Development to include curriculum, community college articulation and UC Area G submission and approval from October 5, 2021 through June 30, 2022.

**Supporting Documents** 



scan1306

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 2, 2021, between the **Downey Unified School District** ("District") and 2 Degree Shift ("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:

Pathway Development to include curriculum. Community College articulation, and UC Area G submission and approval. Develop work-based learning prototype projects and materials for teachers. Work with area employers for potential student internships. Monitor and communicate labor market information.

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.

- Term. Contractor shall commence providing Services under this Agreement on
   October 5 , 20 21 , and shall continue through June 30 ,20 22
   ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement. This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
- 4. Compensation. District compensation to the Contractor shall not exceed \$117,500.00 fixed 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. CaISTRS/CaIPERS: If Services are performed by Contractor personnel who are retirees of CaISTRS or CaIPERS, 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.
- 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:	The state of the s

## 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;
  - 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: 2 Degree Shift
ATTN: Kelly Cooper
ADDRESS: PO Box 53
Lemoore, CA 93245
FAX:

EMAIL: kellycooper@2degreeshift.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.

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- 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.

CONTRACTOR:

Date: 11/2/21 Date: 9/28/2021 Company: //2 Degree Shift **Downey Unified School District** SIGNATURE Christina Aragon Kelly Cooper Associate Superintendent, Business PRINT NAME Services PRINT TITLE Information regarding Contractor: Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Yes Contact Name: Title: Email: Address: \_\_ Phone: \_\_\_ District use only below line

Account number to be charged: 01.0-63870.0-38000-10000-5100-5840000

John M. Harris, Director, College and Career Readiness

Name and Title of site Administrator - Please print

John M. Harris

Oct 1, 2021

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. M 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: 9/30/21
District Representative's Name and Title: John M. Harris, Director, College and Career Reading
District Representative's Signature:
.   The following Contractor Parties have more than limited contact with District tudents (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: Oct 1, 2021
District Representative's Name and Title:  John M. Harris  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: 9/28/21	
Name of Contractor: /2 Degree Shift	
Name of Contractor: 12 Degree Shift Signature: 100000	
Representative's Name and Title: Kelly Cooper, CEO	

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

**END OF DOCUMENT** 



II. 22. RATIFY Service Agreement No. 202122-281 with 2 Degree Shift to project manage OER publishing, distribution of Mathematics for Game Developers and Downey Platform Game activities, books, and teacher materials - Phase 2 from October 5, 2021 through June 30, 2022.

**Supporting Documents** 



scan1307

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 2, 2021 , between the **Downey Unified School District** ("District") and 2 Degree Shift ("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:

L.	Services.	The Contractor shall furnish to the District
	Project n	nanage OER publishing, distribution of Mathematics for Game Developers and
	Downey	Platformer Game activities, books, and teacher materials. Disseminate two
	books to	20 high schools. Plan next Downey USD OER publications.

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.

- Term. Contractor shall commence providing Services under this Agreement on
   October 5 , 2021 , and shall continue through <u>June 30</u> ,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 \$174,000 fixed, 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.
- 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 <u>only have limited or</u> 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 <u>must</u> 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: 2 Degree Shift

ATTN: Kelly Cooper

ADDRESS: PO Box 53

Lemoore, CA 93245 FAX:

EMAIL: KellyCooper@2DegreeShift.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: CONTRACTOR: Date: 11/2/2021 Date: 9/29/21 Coppany: 2 Degree Shift **Downey Unified School District** SIGNATURE Christina Aragon Kelly Cooper. Associate Superintendent, Business PRINT NAME Services CEO PRINT TITLE Information regarding Contractor: Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Yes Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: District use only below line Account number to be charged: 01.0-63880.0-38000-10000-5100-7460003 John M. Harris, Director of College and Career Readiness Name and Title of site Administrator - Please print John M. Harris Oct 1, 2021 Date Signature

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. M 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: Oct 1, 2021

District Representative's Name and Title: John M. Harris, Director, College and Career Readiness District Representative's Signature: District Representative's Representative's Representative's Representative's Representative's District Representative's Represe

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.

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

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: _9/28/21	10.	
Name of Contractor: 42 Degree Shift		
Name of Contractor: 2 Degree Shift Signature: DO PM		
Representative's Name and Title: Kelly Cooper, CEO		

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

**END OF DOCUMENT** 



II. 23. RATIFY Service Agreement No. 202122-282 with Hop, Skip, Drive, Inc. to provide transportation for special education students from August 27, 2021 through June 30, 2022.

# **Supporting Documents**



scan1308

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

# SERVICE AGREEMENT Agreement No. 202122-282

be an	IIS AGREEMENT made and entered into this 27 of August , 2021 by and tween Hop, Skip, Drive , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agraement shall prevail and govern.
	Provide transportation for special education students
2,	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$70.000, not to exceed \$70,000 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 27, 2021 and will terminate on or before June 30, 2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5,	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

# General Liability:

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

# Automobile Liability:

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

# Workers' Compensation/Employer's Liability:

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

# Professional Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 202122-282

Page 2 of 4

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

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

Downey Unified School Di	istrict	
Service Agreement No.	202122-282	

Downey Unified School District

Service Agreement No. \_\_\_202122-282



DISTRICT

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

Name:

SERVICE PROVIDER

Hop, Skip, Drive, Inc.

**Business Services** Dept.: 11627 Brookshire Ave. 1320 E. 7th Street, Suite 200 Address: Los Angeles, CA 90021 Downey, CA 90241 Brian Klarfeld Contact: Darren Purseglove Contact: 314-495-5070/brlan@hopskipdrive.com (562)469-6531/ Phone/email: dpurseglove@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER Hop, Sklp, Drive, Inc. DOWNEY UNIFIED SCHOOL DISTRICT Joanna McFarland Signature Signature Print Name: Christina Aragon Print Name: Joanna McFarland Print Title: Associate Superintendent CEO Print Title: **Business Services** 9/27/2021 Date: Date: 11/2/21 District use only below line Account Number to be Charged 01.0-65000.0-57600-36000-5811-7430000 Rebekah Ruswick, Director of Special Education Name and Title of Site Administrator-Please print Rebekah Ruswick Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date Downey Unified School District Page 4 of 4

## HOPSKIPDRIVE DESCRIPTION OF SERVICES

Service Description: During the term of this Agreement, Contractor will provide transportation coordination services (the "Services") to the Organization by arranging transportation with qualified HopSkipDrive CareDrivers for certain riders who attend the Organization. The Organization will use an application, available on a Software-as-a-Service basis, in order to utilize the Services.

Fees and Payment: For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following fees (collectively, the "Fee")

 Twenty-Five Dollars (\$25) Base Fee and two dollars and fifty cents (\$2.50) Dollars per Mile + \$0.10 Access for All Fee.

Contractor shall provide Organization with an invoice via email to Adriana Kim Aguilar at akimaguilar@dusd.net (the "Invoice Notification Contact"), in a format consistent with the following Sample Invoice and Sample Supporting Documentation, within thirty (30) days of the end of each month during which Services were provided. In the event Organization needs to change the Invoice Notification Contact, it shall communicate those changes to Contractor in writing and provide Contractor with five (5) business days to make the requested changes. Once the requested change is made, Contractor shall provide Organization with written notice that the contact change has occurred (the "Invoice Notification Contact Change"). Until the Organization receives the Invoice Notification Contact Change, Contractor shall continue to use the contact information previously provided by Organization. Invoice Notification Contact Changes shall not be considered amendments for purposes of this Agreement.

Organization shall pay Contractor within thirty (30) days of Organization's receipt of such invoice. Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization's failure to provide timely payment may be deemed a material breach of this Agreement and Contractor shall be entitled to terminate this Agreement, cease the Services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor's failure to declare any late payment a breach shall not constitute a waiver of Contractor's rights hereunder to declare any subsequent late payment a breach.

Cancellation Policy: Rides cancelled more than eight (8) hours of the pickup time shall result in no charge to Organization. Rides cancelled between one (1) and eight (8) hours of the pickup time shall result in a charge equal to fifty percent (50%) of the estimated ride charge; rides cancelled within one (1) hour of the pickup time shall result in a charge equal to one hundred percent (100%) of the estimated ride charge. This charge is applicable to rides in which the rider is a 'no show' as well as rides cancelled by the ride organizer within the one (1) hour time period.

Wait Time: Organization is encouraged to ensure that riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a Driver cannot readily locate a rider, the Driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the Driver will attempt to contact the listed contacts and the rider. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through

updating pick-up times, Contractor reserves the right to charge Organization \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.

License Agreement: Subject to all limitations and restrictions contained herein, Contractor grants Organization a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to Organization on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will Organization disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the Software or related materials provided to Organization. Contractor will own all right, title, and interest in such Software and related materials, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

# Relationship between the Organization and its Families:

- (a) Contractor shall contact the adult parents and legal guardians of the Organization's riders (each, a "Family" and collectively, the "Families") regarding any issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Contractor shall contact each of the following individuals, in the following order:
  (i) [insert Organization contact name and phone number], and (ii) [insert contact name and phone number].
- (b) Organization acknowledges that Contractor's Terms of Use specifically indicates that minors are not permitted to use HopSkipDrive accounts. Organization shall communicate to Families and their riders that minors are not permitted to use the HopSkipDrive app or contact Contractor's Customer Support team to request changes to their rides.
- (c) Organization acknowledges and agrees that Contractor may, at Contractor's sole discretion, assess damage fees to Organization for damage to a Driver's vehicle caused by a rider. Damages include any actual physical damage or professional cleaning required as a result of a rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage, and supported by written documentation of the damage.

Authority of Organization to Arrange Transportation. Organization represents and warrants that it is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's riders.



II. 24. APPROVE Service Agreement No. 202122-283 with Professional Tutors of America to provide academic tutoring for a Special Education student from November 1, 2021 through June 30, 2022.

# **Supporting Documents**



scan1309

### 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 Professional Tutors of America, Inc. ("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	academic tutoring for 125 hours for
	(SOW). Th	as described above, if extra space is needed, ne SOW falls under the scope of and is gove to any conflicting terms between the SOW as	rned by the District Agreement, and

1.1. CaISTRS/CaIPERS: If any of the assigned personnel is a retiree of a California public pension system, e.g., California State Teachers' Retirement System ("CaISTRS") or California Public Employees' Retirement System ("CaIPERS"), 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 CaISTRS or CaIPERS. Moreover, such assigned personnel shall not perform any Services until the Contractor has notified the District that such personnel is a retiree of CaISTRS or CaIPERS. 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.

in the District Agreement shall prevail and govern.

- Term. Contractor shall commence providing Services under this Agreement on
   November 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 \$10,000.00 \_\_\_\_, 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.
- 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.

Agreement !	lo.	
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- 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 daims 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:	white the second second
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;
  - Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District;
  - 19.5. Contractor and Contractor Parties shall not use student restroom facilities; and
  - 19.6. If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 20.Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

#### If to District

#### If to Contractor

Downey Unified School District
ATTN: Darren Purseglove,
Director of Purchasing & Warehouse
11627 Brookshire Avenue
Downey, CA 90241

FAX: (562) 469-6515

EMAIL: dpurseglove@duşd.net

 Name:
 Professional Tutors of America, Inc.

 ATTN:
 Robert Gordon

 ADDRESS:
 3350 E. Birch St. #201

 Brea, CA 92821

 FAX:
 (714) 784-3454

 EMAIL:
 rgordon@professionaltutors.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. 202122-283

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

DISTRICT:		CONTRACTOR;
Date:11	/2/2021	Date: 10/5/2/
Downey Ur	nified School District	Company: Professional futors of America, Inc.
SIGNATURE		SIGNATURE
Christina Ara Associate Su Services	agon uperintendent, Business	PRINT TITLE
Information	regarding Contractor:	
Have you ev	ver paid into or are you a retiree o	f CalSTRS/CalPERS? Yes No
Contact Nan		Title: CEo
Address:	3350 E. Birch Street, Suite 201 Brea, CA 92821	Email: rgordon@protessianal tutors Phone: 714-784-3454
	District use o	nly below line
Account number	to be charged: 01.0-65000.0-57600	-31400-5816-7430000
Rehekah Ruswick	Director of Special Education	
	of site Administrator - Please print	
Rebakah Rusewick		
Signature	- A	Date
Signature of Prog	gram Director ONLY if using catego	orical 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

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 Representative's Name and Title:

authorized to execute this certificate on behalf of the District.

Date:

Agreement No. 202122-283

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:	10/5	2/
Name of Contractor:	71	Professional Tutors of America, Inc.
Signature:	, Coh	A Sirden
Representative's Name an	d Title:	PORENT GONDON, GO

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

**END OF DOCUMENT** 



II. 27. APPROVE Agreement No. 202122-286 with Qualtrics to provide survey, poll, intercepts, and student information systems report software programs from December 22, 2021 through December 21, 2022.

#### **Supporting Documents**



Agreement No. 202122-286 - Qualtrics - Survey Poll SI Report Software Program - College & Care...



Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	C   F   C	Downey Unified School District   Downey Unified Do Box 7017 Downey CA 90241 "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:	- Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit	- Fees Exhibit		
Services:	As set forth in the exhibits attach	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:		Purchase Order Number (if any)		
Email Address for Invoice Submission:		Shipping Address:	Downey Unified School District '11627 Brookshire Avenue Downey, CA 90241	
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:	Downey Unified School District Accounts Payable Department P.O. Box 7017 Downey, CA 90241-7017	

Qualtrics	Customer		
By (signature):	By (signature):		
Name:	Name: Christina Aragon		
Title:	Title: Associate Superintendent, Business Services		
Date:	Date: November 2, 2021		
Qualtrics Primary Contact:	Customer Primary Contact:		
Name:	Name: John Harris		
Phone:	Phone: (562) 469-6577		
Email:	Email: jharris@dusd.net		



#### **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%



#### **Fees Exhibit**

#### License Details

Start Date	End Date	Term in Months
22 Dec 2021	21 Dec 2022	12

#### **Cloud Service Details**

Total		USD \$60,702.00			
22 Dec 2021 TO 21 Dec 2022	Cloud	\$60,702.00	Effective date	Net 30	Q-139813
Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration

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.



#### **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]

QUALTRICS CONFIDENTIAL 152



# qualtrics : EXPERIENCE BILL TO QUALTRICS,LLC ar@qualtrics.com Tax ID: 45-4964116

#### **Order Form**

#### QUOTE

Start Date 12/22/2021 End Date 12/21/2022

#139813 Date 10/22/2021 Net 30

#### **DESCRIPTIONS**

SMS Surveys Feature Single-Sign-On (SSO) Feature Text Highlighting Feature K-12 District Research Suite License, Included Brands: 1, Included Themes: 1 Included Users: 50 API Feature File Upload Feature Offline Mobile App Feature Signature Question Type Feature Data Science & Analytics

SUBTOTAL **USD \$68,600.00** 

**DISCOUNT USD \$-7,898.00** 

CONTRACT TOTAL USD \$60,702.00

TOTAL USD \$60,702.00

This is not an invoice

1 of 1

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**QUALTRICS CONFIDENTIAL** 



II. 28. APPROVE Agreement No. 202122-287 with Qualtrics to provide contact tracing report software programs for District employees and students from June 30, 2022 through December 21, 2022.

#### **Supporting Documents**



Agreement No. 202122-287 - Qualtrics Service Agreement - Contract Tracing - College & Career R..



Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	Di Po Do	owney Unified School strict   Downey USD o Box 7017 owney CA 90241 nited States		
	( Qualifies )		Customer")		
Effective Date:	The date signed by the last party	to sign.			
Governing Document:	https://www.qualtrics.com/term but not defined herein have the r	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			
Attachments:	- Service Level Exhibit - Cloud Service Exhibit				
Services:	As set forth in the exhibits attached hereto				
Term:	As set forth in the exhibits attach	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:		Purchase Order Number (if any):			
Email Address for Invoice Submission:		Shipping Address:	Downey Unified School District · 11627 Brookshire Avenue Downey, CA 90241		
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:	Downey Unified School District Accounts Payable Department P.O. Box 7017 Downey, CA 90241-7017		

Qualtrics	Customer
By (signature):	By (signature):
Name:	Name: Christina Aragon
Title: Title: Associate Superintendent, Business Services	
Date:	Date: November 2, 2021
Qualtrics Primary Contact:	Customer Primary Contact:
Name:	Name: John Harris
Phone: Phone: (562) 469-6577	
Email:	Email: jharris@dusd.net



#### **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%



#### **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]

QUALTRICS CONFIDENTIAL 157





#### QUOTE

#141313 Date 4/30/2022 Net 30

Start Date 6/30/2022 End Date 12/21/2022

#### **DESCRIPTIONS**

#### **Employee Experience**

- EmployeeXM for Internal Support Core: 1000
- Actions
- Communication & Chat Integration
- Customer Support/Help Desk Integrations
- Dashboards
- Directory
- Expert Content: 3
- In-App Feedback
- Included Projects: 3
- SMS Integration
- Surveys & Distribution
- Text IG
- Ticketing/Closed-Loop
- Website Feedback
- SSC
- Developer Tools

TOTAL USD \$11,123.45

This is not an invoice

1 of 1



II. 29. RATIFY Agreement No. 202122-288 with the Los Angeles County Office of Education for consultant services for curriculum and instructional services for the Special Education Department (Contract C-21194:21:22) from July 1, 2021 through June 30, 2022.

#### **Supporting Documents**



Agreement No. 202122-288 - LACOE Contract for Consultant Services Curriculum and Instruction...

#### LOS ANGELES COUNTY OFFICE OF EDUCATION

# CONTRACT FOR CONSULTANT SERVICES CURRICULUM AND INSTRUCTIONAL SERVICES

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

DOWNEY UNIFIED SCHOOL DISTRICT, whose mailing address is 11627 Brookshire Avenue, Downey, CA 90241, hereinafter referred to as "District/School", mutually agree as follows:

#### 1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's Division of Curriculum and Instructional Services provides a variety of services for school districts within the County of Los Angeles. District/School has requested that LACOE provide Braille/large print materials for students with visual impairments. LACOE has agreed to perform the work to be done in accordance with the terms and conditions of this Contract and Exhibit A – Scope of Work, attached hereto, incorporated herein, and made a part hereof. All work shall be coordinated with LACOE's project director who is Danielle Mitchell

#### 2. <u>TERM</u>

This Contract is effective July 1, 2021 and shall remain in effect through June 30, 2022.

#### 3. PAYMENT

The District/School shall pay LACOE the not to exceed amount of One Hundred Fifty-Two Thousand Five Hundred Dollars (\$152,500.00) for work performed hereunder. Payment shall be made in accordance with Exhibit B - Calculation Sheet, attached hereto, incorporated herein, and made a part hereof. Payment shall be made upon completion and acceptance of the work and upon receipt of an invoice.

#### 4. INDEMNIFICATION

District/School agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, 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 LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District/School from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, 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/School. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

#### 5. INSURANCE

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

#### 6. NOTICES

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

#### LACOE:

Contracts Section LOS ANGELES COUNTY OFFICE OF EDUCATION 9300 Imperial Highway, ECW-133 Downey, CA 90242-2890

District/School: DOWNEY UNIFIED SCHOOL DISTRICT 11627 Brookshire Avenue Downey, CA 90241 ATTN: Dr. Patricia Sandoval

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

#### 11. COVENANT AGAINST CONTINGENT FEES

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

#### 12. <u>EMPLOYEE FINGERPRINTING</u>

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

#### 13. INDEPENDENT CONTRACTOR

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

#### 14. ASSIGNMENT

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

#### 15. INTEGRATION

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

#### 16. MODIFICATION

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

#### 17. 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

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the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

#### 18. <u>SEVERABILITY / WAIVER</u>

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

#### 19. AMENDMENTS

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

#### 20. TERMINATION

The Contract may be terminated by LACOE upon written notification.

#### 21. FAILURE TO COMPLY

In the event District/School fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

#### 22. 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.

#### 23. COMPLIANCE WITH LAW

District/School shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District/School 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 LACOE, provide evidence of same.

#### 24. 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.

#### 25. 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.

#### 26. INCORPORATION BY REFERENCE

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

#### 27. 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.

#### 28. RECORD RETENTION AND INSPECTION

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

#### 29. NO THIRD-PARTY OBLIGATIONS

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

#### 30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever,

this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District/School under this agreement, and the District/School shall not be obligated to perform any provisions of this agreement.

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

#### 31. 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.

#### 32. TOBACCO AND MARIJUANA-FREE WORKPLACE

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

#### 33. ALCOHOL AND DRUG-FREE WORKPLACE

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

# 34. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)</u>

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

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

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- destruction of records, making false statements, or receiving stolen property;
- 34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,
- 34.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

#### 35. EXECUTION REQUIREMENTS

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

LOS ANGELES COUNTY OFFICE OF EDUCATION	DOWNEY UNIFIED SCHOOL DISTRICT
By Terri Lyttaker Controller	By Christina Aragon Typed or Printed Name
	Title Associate Superintendent, Business Services
Dateab 6/3 Report 6/1/21	Date November 2, 2021 Fed. Tax I.D. No. 95-6006586

#### **EXHIBIT A - SCOPE OF WORK**





#### General Scope of Work:

- Search, Order, and Deliver Braille and Large Print Books.
- Arrange for Braille Transcription of materials not available from other services.
- Provide resources from Braille/Large Print Library.
- Register students in annual report to American Printing House.
- Orders materials from this quota commensurate with the number of student registered.

#### 2021-2022 Vision Services Rates

Tier	Services Provided		
Tier 1	\$4,450 Large Print Student – LACOE has materials available in the library.		
Tier 2	\$8,600 Large Print Student – Some materials are not available in the library.		
Tier 3	\$6,450 Braille Student – Material, some not available in Library, may include limited use of Braillists		
Tier 4	\$26,000 Braille Student – Material, some not available in Library, and may require use of Braillists for up to daily transcription of students' classroom assignments, high intensity transcription, graphics, charts and tactiles. Material that is available only through specialized vendors and high level subject matter, will give the district the option of a referral to the vendor and payment directly or LACOE will contract with the vendor and charge the invoice cost plus 15%.		

Visually Impaired (VI) and Orientation & Mobility (O&M) consultative services are at a <u>flat</u> <u>hourly rate including drive time</u> when part of the scheduled day, \$140/hour

Braille and Consultative Services for Transcribers, \$85/hour

Billing will be triannually. The first invoice will be for 50% of the annual cost, based upon students served. The second invoice will be for 25% of the annual cost, and the third invoice will be the final 25% of costs due, based upon actual students served, in each tier, and hourly VI Teacher and Transcriber Hourly Assignments.

Maintenance of specialized equipment such as embossers, Braille writers and CCTVs will be billed at actual cost.

Large print/Braille materials that are used by contracted students must be returned to our working library by the end of the school year. Please return materials to:

Los Angeles County Office of Education Vision Services Unit, Attn: Nic Frank 9525 E. Imperial Highway, Ste. 500 Downey, CA 90242

Revised 05/05/21 KV

#### **EXHIBIT B**

### **LACOE** Vision Services Contract Calculation Sheet

Contract Year 2021-2022

Please note: Amendments to this contract must be made by October 15, 2021.

If there are any changes to the services required please contact Nic Frank, Vision Services Coordinator, at frank\_nic@lacoe.edu so the contract can be amended.

DISTRICT/SCHOOL INFORMATION								
District/School: Downey Unified School District								
Address 11627 Bro	ookshire Ave., Downey,	CA 90241						
Contact Person Pa	tricia Sandoval, Ed.D.	Position Special	Education Director					
E-mail pgonzalezsa	andoval@dusd.net	Phone (562) 469-6582 e	xt.6851 Fax					
Other contacts Bil	ling: Mark Hokason, Fi	nancial Operations Analys	t, mhokanson@dusd.net					
Elvira Calderon, Sr	. Accounting Technicia	n, ecalderonleyva@dusd.n	et					
	-		_					
SERVICES TO BE PR	OVIDED							
X Tiers D	irect □ Assessmer	nt □ Other						
TTER	COST PER STUDENT	NUMBER OF STUDENTS	TOTAL					
Tier 1	\$4.450	12	\$53,400					
Tier 2	\$8,600	7	\$60,200					
Tier 3	\$6.450	2	\$12,900					
Tier 4	\$26,000	1	\$26,000					
Total Tier Amount \$152,500								
TOTAL CONTRACT AMOUNT \$152,500								

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II. 30. APPROVE Independent Contactor Agreement for Non-Construction Services No. 202122-289 with Action Duct Cleaning Company to provide exhaust hood cleaning services in the kitchen areas at the school cafeterias from November 3, 2021 through June 30, 2022.

**Supporting Documents** 



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# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of October 4, 2021 , between the **Downey Unified School District** ("District") and Action Duct Cleaning Co. ("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:

Services.	The Contract	or shall furnish to t	the District	
Exhaust ho	od cleaning at 2	0 school site kitchens	i.	
				_

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.	202122-289
Validatile ikan	

- 2. Term. Contractor shall commence providing Services under this Agreement on November 3 , 20<sup>21</sup> , 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 \$\frac{5}{7525.00}\$, 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: October 4, 2021

District Representative's Name and Title: Marc Milton, Director of Food Service

District Representative's Signature: Marc Milton

Digitally signed by Marc Milton

Date: 2021,10.04 08:39:45-07:00

#### 16.6. Other Insurance Provisions:

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

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

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

- **19.Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification **must** be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:
  - 19.1. All site visits shall be arranged through the District;
  - **19.2.** Contractor and Contractor Parties shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
  - **19.3.** Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;
  - **19.4.** Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District;
  - 19.5. Contractor and Contractor Parties shall not use student restroom facilities; and
  - **19.6.** If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- **20.Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

#### If to District

#### If to Contractor

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

EMAIL: dpurseglove@dusd.net

Action Duct Cleaning Co.	
Jesse Jerling	
PO Box 10031	
Anaheim, CA 92812	
jesse@actionduct.com	
	Jesse Jerling PO Box 10031 Anaheim, CA 92812

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.	202122-289
Agreement No.	202 122 200

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

Date:	Date:
Downey Unified School Distr	ict Company: Action Duct Cleaning Co.
SIGNATURE	SIGNATURE
Christina Aragon Associate Superintendent, Busin Services	ness Print Name
	PRINT TITLE
Information regarding Contra	ctor:
Have you ever paid into or are	you a retiree of CalSTRS/CalPERS? Yes No ✓
Contact Name:	Title:
Address:	Email:
	Phone:
1	District use only below line
ount number to be charged. 13.0	-53100.0-00000-37000-5630-7360000
ount number to be charged: 13.0	-53100.0-00000-37000-5630-7360000
c Milton, Director of Food Service	
rc Milton, Director of Food Service ne and Title of site Administrator	- Please print Digitally signed by Marc Milton
rc Milton, Director of Food Service ne and Title of site Administrator	- Please print Digitally signed by Marc Milton

## 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 hehalf of the District

uut	orized to execute this certificate on behalf of the District.  October 4, 2021	
	istrict Representative's Name and Title: Marc Milton, Director of Food Service	
	istrict Representative's Signature: Marc Milton Digitally signed by Marc Milton Date: 2021.10.04 08:44:35 -07:00'	
B.   The following Contractor Parties have more than limited contact with Disstudents (as determined by District) during the Term of this Agreement:		
[Attach	and sign additional pages, as needed.]	
pro Bui fing of a agr as Cal of t	If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at set to District, have completed background checks and have been fingerprinted under edures established by the California Department of Justice ("DOJ") and the Federal au of Investigation ("FBI"), and the results of those background checks and reprints reveal that none of these Contractor Parties have been arrested or convicted serious or violent felony, as defined by the California Penal Code; <b>OR</b> If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have ed to allow the District to process and submit background checks and fingerprinting, equired by Education Code section 42125.1(k), under procedures established by the ornia Department of Justice and the Federal Bureau of Investigation, and the results ose background checks and fingerprints must reveal that Contractor and none of the ractor Parties, if any, have been arrested or convicted of a serious or violent felony, efined by the California Penal Code.	
	s an authorized District official, I am familiar with the facts herein certified, and am uthorized to execute this certificate on behalf of the District.	
	Date:	
	District Representative's Name and Title:	
	District Representative's Signature:	
No Ser	ces 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.	202122-289

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.

Name of Contractor:	Action Duct Cleaning Co.	
Signature:		

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

END OF DOCUMENT



II. 31. APPROVE Service Agreement No. 202122-290 with 2 CPR Group to coordinate Audiovisual Technologies Pathways Development from November 2, 2021 through June 30, 2022.

# **Supporting Documents**



scan1311

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 2, 2021, between the **Downey Unified School District** ("District") and 2CPR GROUP ("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 Meet and mentor DUSD teachers in CTE and peripheral CTE

departments where AVT supports their efforts and students can explore career roles that combine creativity with technology and livable wage jobs. Meet with College and Career Readiness staff to design feeder program into AVT in 9th grade. Work with AVIXA todetermin the best approach to integrate their input into program regarding curriculum, technology, and WBL opprtunities. Prepare and begin teacher professional development with AVT. Leverage teacher creative experience to develop technology mastery with AVT equipment and supplies. Plan student and teacher activities and events to showcase AVT and student knowledge and progress.

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 November 2. , 20 21 , and shall continue through June 30 , 20 22 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement. This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
- 4. Compensation. District compensation to the Contractor shall not exceed \$\frac{117,500}{2}, 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.
- 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 <u>must</u> 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: 2CPR Group

ATTN: Angela Allison or Sean Glumace

ADDRESS: 3066 N Torrey Pine Lane

Orange, CA 92865

FAX:\_\_\_\_

EMAIL: angela@2cprgroup.com or sean@2cprgroup.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.

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- **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.

28 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
Date:11/2/2021	Date: 9.29.21
Downey Unified School District	Company: 2CPR Group  Angle Allson
SIGNATURE	SIGNATURE
Christina Aragon	Angela Allison
Associate Superintendent, Busines	PRINT NAME
Services	COO-Co-owner
	PRINT TITLE
	Title:Email:
count number to be charged: 01.0	Phone:
Dis	Phone:
count number to be charged: 01.0	Phone:
count number to be charged: _01.0- lohn M. Harris, Director, College and time and Title of site Administrator –	strict use only below line -63870.0-38000-10000-5100-5840000 Career Readiness Please print
count number to be charged:01.0- lohn M. Harris, Director, College and time and Title of site Administrator —	strict use only below line  -63870.0-38000-10000-5100-5840000  Career Readiness Please print  Oct 2, 2021  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. x Contractor and the Contractor Parties, if any, will <u>always only have supervised</u> or <u>no contact with District students (as determined by District)</u> during the Term of Rigseement.

Date: Oct 2, 2021  District Representative's Name and Title: John M. Harris, Director, College and Career Readines  District Representative's Signature: John M. Harris  District Representative's Signature: John M. Harris  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 s	sign additional pages, as needed.]
		no cost to procedure Bureau o fingerprin	Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at a District, have completed background checks and have been fingerprinted under essestablished by the California Department of Justice ("DOJ") and the Federal of Investigation ("FBI"), and the results of those background checks and lets reveal that none of these Contractor Parties have been arrested or convicted us or violent felony, as defined by the California Penal Code; OR
agreed to as require California of those I Contracto	Contractor is a Sole Proprietor, all of the Contractor Parties noted above have a allow the District to process and submit background checks and fingerprinting, ed by Education Code section 42125.1(k), under procedures established by the Department of Justice and the Federal Bureau of Investigation, and the results background checks and fingerprints must reveal that Contractor and none of the Department of Justice arrested or convicted of a serious or violent felony, do by the California Penal Code.		
	authorized District official, I am familiar with the facts herein certified, and am prized to execute this certificate on behalf of the District.		
	Date:		
	District Representative's Name and Title:		

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: September :	30, 2021	No.	
Name of Contractor:	2CPR GROU		
Signature:	Angle Alla	~	
Representative's Nan	ne and Title:	COO/Co-Owner	PV-PV-PV-PV-PV-PV-PV-PV-PV-PV-PV-PV-PV-P

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

END OF DOCUMENT



II. 32. RATIFY Service Agreement No. 202122-291 with Star of CA to provide Behavior Intervention Implementation Services for a Special Education student from September 14, 2021 through February 9, 2022.

**Supporting Documents** 



scan1312

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

September Star of CA	
****	ely be referred to as the "Parties" or individually as a "Party."
contract financial	VHEREAS, the District is authorized by California Government Code section 53060 to with and employ any persons for the furnishing of special services and advice in l, economic, accounting, engineering, legal or administrative matters, if those persons cially trained and experienced and competent to perform the special services required.
to contr	WHEREAS, the District is authorized by California Public Contract Code section 20111 act with and employ any persons for the furnishing of non-construction services, if tract amount is no greater than the annually adjusted statutory limit, which is <b>0 in 2021</b> .
٧	WHEREAS, the District is in need of those services and/or advice.
perform	WHEREAS, the Contractor is specially trained and experienced and competent to the services required by the District, and those services are needed on a limited basis orth in this Agreement.
	NOW, THEREFORE, the Parties agree as follows:
1. Ser	vices. The Contractor shall furnish to the District Behavior Intervention Implementation
	ices (BII), 20 hours/week; Behavior Intervention Development (BID) Services, 2 hours/month
(SO if th	vices, as described above, if extra space is needed, attach as Exhibit A "Scope of Work"  W). The SOW falls under the scope of and is governed by the District Agreement, and  nere are any conflicting terms between the SOW and the District Agreement, the terms  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.

- Term. Contractor shall commence providing Services under this Agreement on September 14 , 20 21 , and shall continue through February 09 ,20 22 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement. This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
- 4. Compensation. District compensation to the Contractor shall not exceed twenty four thou forty and tw Dollars (\$24,040.20 ), 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.
- 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.

  - 16.5. ☐ [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: Star of CA LLC(STAR of CA, ERA Ed)
ATTN: Faye Carter
ADDRESS: 1100 Town and Country Rd.
Ste 1250
FAX:
EMAIL: fcarter@starofca.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:	CONTRACTOR:
Date:	Date: 09/15/2021
Downey Unified School District	Company: Star of CA
SIGNATURE	SIGNATURE
Christina Aragon	Doug Moes
Associate Superintendent, Business Services	PRINT NAME
	President
	PRINT TITLE
Address:	Title: Email: Phone: strict use only below line
Account number to be charged: $\frac{01.0-65}{}$	000.0-57600-31400-5816-7430000
Rebekah Ruswick, Director of Special Educatio	n
Name and Title of site Administrator ~	Please print
Pabakah 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:	
Name of Contractor: Star of CA	
Signature:	
Representative's Name and Title:	Faye Carter, Regional Clinical Director

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

END OF DOCUMENT



II. 33. RATIFY Service Agreement No. 202122-293 with The Applied EQ Group for virtual developmental and professional training for Griffiths Middle School teachers meeting on October 6, 2021.

## **Supporting Documents**



scan1313

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of Oct. 2, 2021, between the **Downey Unified School District** ("District") and The hybrical Eagroup ("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:

e District	Services. The Contractor shall
elopmen	Virtual Profession
The state of the s	t part

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 \*\*Description\*\* ("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 \$9.500 course. 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.
- 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:
  - 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 Purshasing & W

Director of Purchasing & Warehouse 11627 Brookshire Avenue Downey, CA 90241

FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

#### If to Contractor

Name: The Applied EDGroup

ATTN: Adam Sagent

ADDRESS: 207 Fock Prairie, 5te

FAX: 979.694.7337 EMAIL: adam applied Franty.

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. 202122-293

DISTRICT:	CONTRACTOR:
Date:11/2/2021	Date: 10/2/2/
Downey Unified School District	Company: The Applied ED Grow
	adam Places
SIGNATURE	SIGNATURE
Christina Aragon Associate Superintendent, Business Services	Adam 1- Salaz PRINT NAME
	PRINT TITLE
	Email: Phone:
District u	Phone:
District us count number to be charged: 01.0-3	Phone:
District us	Phone:
District us count number to be charged: 01.0-3	Phone:
District us count number to be charged: 01.0-3	Phone:

# 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. Of 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

District Representative's Name and Title:			
Dist	rict Representative's Signature:		
	3.   The following Contractor Parties have more than limited contact with District tudents (as determined by District) during the Term of this Agreement:		
(Attach and	d sign additional pages, as needed.]		
no cost procedu Bureau fingerpi	If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at to District, have completed background checks and have been fingerprinted under uses established by the California Department of Justice ("DOJ") and the Federal of Investigation ("FBI"), and the results of those background checks and rints reveal that none of these Contractor Parties have been arrested or convicted rious or violent felony, as defined by the California Penal Code; OR		
agreed as requ Califorr of those Contrac	If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have to allow the District to process and submit background checks and fingerprinting, pired by Education Code section 42125.1(k), under procedures established by the nia Department of Justice and the Federal Bureau of Investigation, and the results e background checks and fingerprints must reveal that Contractor and none of the ctor Parties, if any, have been arrested or convicted of a serious or violent felony, ned by the California Penal Code.		
As a	an authorized District official, I am familiar with the facts herein certified, and am horized to execute this certificate on behalf of the District.		
	Date:		
	District Representative's Name and Title:		
	District Representative's Signature:		

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

INDEPENDENT CONTRACTOR AGREEMENT (NON-CONSTRUCTION SERVICES)
DOWNEY UNIFIED SCHOOL DISTRICT - Revised 9/14/21

Agreement No. 202122-293

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: 10/02	-/21				
Name of Contractor:	Adam	4, Saen	2/The	Applied	EQ Gray
Signature:	adams	V /50			1
Representative's Nam	e and Title:	Adam	L. Saent	, CEO	

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

END OF DOCUMENT



II. 34. APPROVE Service Agreement No. 202122-294 with 2 Degree Shift for AP Seminar and AP Research programs, create starter kits with industry input and teacher collaboration from November 2, 2021 through June 30, 2022.

**Supporting Documents** 



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# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 2, 2021 , between the **Downey Unified School District** ("District") and 2 Degree Shift ("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:

Develop AD Caminas and AD Description
Develop AP Seminar and AP Research programs across a minimum of five DUSD CTE
Pathways. Create CTE Starter Kits with industry input and teacher collaboration. Develop
materials to advise parents that AP credit is available for CTE courses.

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. CaiSTRS/CaiPERS: 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.

- Term. Contractor shall commence providing Services under this Agreement on November 2 , 20 21, and shall continue through June 30 ,20 22 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement. This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
- 4. Compensation. District compensation to the Contractor shall not exceed \$196,000 fixed price 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.
- 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 partles 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;
  - 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: 2 Degree Shift
ATTN: Kelly Cooper

ADDRESS: PO Box 53

Lemoore, CA 93245

EMAIL: KellyCooper@20egreeShift.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.

Date: 11/2/2021	Date: 10/5/2021
Downey Unified School District	Company: 2 Degree Shift
	lelle Cooper
SIGNATURE	SIGNATURE
Christina Aragon	Kelly Cooper
Associate Superintendent, Business Services	PRINT NAME
	CEO PRINT TITLE
information regarding Contractor:	
Have you ever paid into or are you a retire	e of CalSTRS/CalPERS? Yes No x
Contact Name:	
	Emanil:
	Email:
	Email:Phone:
	Phone:
	Phone:
District use	Phone:
District use  ount number to be charged:01.0-63880.0-	Phone:
District use bunt number to be charged:01.0-63880.0- on M. Harris, Director, College and Career F he and Title of site Administrator – Please pr	Phone:
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District use  ount number to be charged:01.0-63880.0-  on M. Harris, Director, College and Career Fine and Title of site Administrator - Please programmer of the M. Harris  Harris (Oct 8, 2021 20:21 PDT)  Harris (Oct 8, 2021 20:21 PDT)	Phone:
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District use  ount number to be charged:01.0-63880.0-  on M. Harris, Director, College and Career Fine and Title of site Administrator - Please programmer of the M. Harris  Harris (Oct 8, 2021 20:21 PDT)  Harris (Oct 8, 2021 20:21 PDT)	Phone:

## CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

A.  $\square_{\chi}$  Contractor and the Contractor Parties, if any, will <u>always only have supervised or no contact with District students (as determined by District)</u> 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: Oct 8, 2021 District Representative's Name and Title: John M. Harris, Director, College and Career Readiness District Representative's Signature: John M. Harris 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. \_202122-294

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:	10/5/2021	Angel Andrews	
Name o	of Contractor: 2 Degree	Shift	
Signatu	ire: Celle Coo	per	
Represe	entative's Name and Title!	Kelly Coo[per, CEO	

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

END OF DOCUMENT



II. 35. RATIFY Service Agreement No. 202122-295 with 2 Degree Shift to articulate network course with Cerritos College, develop curriculum map and class activities from October 5, 2021 through June 30, 2022.

# **Supporting Documents**



scan1315

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 2, 2021, between the **Downey Unified School District** ("District") and 2 Degree Shift ("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 Articulate Network course with Cerritos College.

Articulate Internet of Things course with West Hills College or College of San Mateo. Develop curriculum map and class

activities for year 1. Secure supplies and materials for Fall 22 class start. Work with IoT industry advisors and makers

to develop DUSD work-based learning projects that support articulation agreements. Develop Year 1 student activities

that inform work-based learning projects, incorporate student activities into the Open Source Downey project.

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.

- 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 \$185,000 fixed , 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.
- 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 <u>only have limited or</u> 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: 2 Degree Shift

ATTN: Kelly Cooper

ADDRESS: PO Box 53

Lemoore, CA 93245

FAX:

EMAIL: KellyCooper@2DegreeShift.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.

PAGE 7

- 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.

Date: 11/2/2021	Date: 9/28/21	
Downey Unified School District	Company; 2 Degree Shift	
	(elle Choper	
SIGNATURE	SIGNATURE )	
Christina Aragon Associate Superintendent, Business Services	Kelly Cooper PRINT NAME	
	PRINT TITLE	
Information regarding Contractor:		
Have you ever paid into or are you a retir	ree of CalSTRS/CalPERS? Yes No X	
Contact Name:	Title:	
Address:	Email:	
	Cilion,	
	Phone:	
District u	Phone:	
District u	Phone:	
District u	Phone:  See only below line  .0-38000-10000-5100-5840000  Readiness	
District u ccount number to be charged:01.0-63870. John M. Harris, Director, College and Career ame and Title of site Administrator – Please	Phone:  .0-38000-10000-5100-5840000  Readiness print	
District uncount number to be charged:01.0-63870.  John M. Harris, Director, College and Career ame and Title of site Administrator – Please  John M. Harris  John M. Harris	Phone:  See only below line  .0-38000-10000-5100-5840000  Readiness	
District uncount number to be charged:01.0-63870.  John M. Harris, Director, College and Career ame and Title of site Administrator – Please  John M. Harris	Phone:  .0-38000-10000-5100-5840000  Readiness print  Oct 1, 2021	
District uncount number to be charged:01.0-63870.  John M. Harris, Director, College and Career ame and Title of site Administrator – Please  John M. Harris  John M. Harris	Phone:  .0-38000-10000-5100-5840000  Readiness print  Oct 1, 2021  Date	
District usecount number to be charged:01.0-63870.  John M. Harris, Director, College and Career ame and Title of site Administrator – Please  John M. Harris  John M. Harr	Phone:  .0-38000-10000-5100-5840000  Readiness print  Oct 1, 2021  Date	
District usecount number to be charged:01.0-63870.  John M. Harris, Director, College and Career ame and Title of site Administrator – Please  John M. Harris  John M. Harr	Phone:  .0-38000-10000-5100-5840000  Readiness print  Oct 1, 2021  Date	
District usecount number to be charged:01.0-63870.  John M. Harris, Director, College and Career ame and Title of site Administrator – Please  John M. Harris  John M. Harr	Phone:  .0-38000-10000-5100-5840000  Readiness print  Oct 1, 2021  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.

Date: Oct 1, 2021	
District Representative's Name and Title: <u>John M. Harris</u> , <u>Director</u> , <u>College and Career Readiness</u> District Representative's Signature: <u>John M. Harris</u>	
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: 9/28/21			
Name of Contracto	r: 2 Degree Shift		
Signature:	Degree Shift  Locoper		
Representative's I	lame and Title: Kelly Coop	er, CEO	

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

END OF DOCUMENT



II. 36. APPROVE Service Agreement No. 202122-296 with Bayha Group to provide final findings and recommendations summary report for the K12 Strong Workforce Program Round 1 Downey MADE Stronger Grant from November 2, 2021 through June 30, 2022.

**Supporting Documents** 



scan1316

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 2, 2021, between the **Downey Unified School District** ("District") and Bayha Group ("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	Bayha Group will provide final			
	findings and recommendations summary report for the K12 Strong Workforce Program Roun				
	1 Downey MADE Stronger grant; highlight lessons learned grant-funded career pathways on				
	student outcomes for future data-driven decision-making, and identify strengths and areas				
	where the District can improve.	Co			

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.

- Term. Contractor shall commence providing Services under this Agreement on November 2

   20 21, and shall continue through Dec 31 \_\_\_\_\_, 20 21 ("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 \$93,650 fixed price 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.
- 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:	Oct 8, 2021	
Distric	t Representative's Name and Title:	John M. Harris, Director of College and Career Readines:
Distri	ct Representative's Signature:	John M. Harris John M

#### 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: Bayha Group

ATTN: June Bayha

ADDRESS: 7875 Highland Village Pl.,

Suite B102-383, San Diego, CA 92129

FAX:

EMAIL: june@bayhagroup.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. 202122-296

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below. CONTRACTOR: DISTRICT: Date: Sept. 30, 2021 Date: \_\_11/2/2021 Company: Bayha Group **Downey Unified School District** SIGNATURE SIGNATURE June Bayha Christina Aragon Associate Superintendent, Business PRINT NAME Services CEO PRINT TITLE Information regarding Contractor: Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Yes Contact Name: Title: Address: Email: \_\_\_\_\_ Phone: \_\_\_\_ District use only below line Account number to be charged: 01.0-63870.0-38000-10000-5100-5840000 John M. Harris, Director, College and Career Readiness Name and Title of site Administrator - Please print John M. Harris Oct 8, 2021 Date Signature

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. DX 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: Oct 8, 2021
District Representative's Name and Title: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative's Name and Title: John M. Harris, Director of College and Caree  District Representative's Name and Title: John M. Harris, Director of College and Caree  District Representative's Name and Title: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative's Signature: John M. Harris, Director of College and Caree  District Representative Signature: John M. Harris, Director of College and Caree  District Representative 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: 9/30/2021	
Name of Contractor:	Bayha Group
Signature:	My
Representative's Nam	e and Title: June Bayha , CEO

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

END OF DOCUMENT



II. 37. APPROVE Service Agreement No. 202122-297 with Bayha Group to develop, implement, and maintain workflows for multi-award grant projects from November 2, 2021 through June 30, 2022.



## **Supporting Documents**



scan1317

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 1, 2021, between the **Downey Unified School District** ("District") and Bayha Group ("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:

- implement, and maintain workflows for multi-award grant project management system; automate project tracking for grant budget forecasting and support, coordinate grant award work plans with Downey Unified stakeholders; leverage grant awards for enhanced reporting; and support College and Career Readiness Department team in grant reporting Board of Education and other stakeholders.

  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 November 1, 20, 21, and shall continue through June 30, 20, 22 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement. This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
- 4. Compensation. District compensation to the Contractor shall not exceed \$\_598,750 \_\_\_\_, 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.
- 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 X Contractor and the Contractor Parties, if any, shall <u>only have limited or</u> <u>no contact</u> 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:	John M. Harris
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 <u>must</u> be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:
  - 19.1. All site visits shall be arranged through the District;
  - 19.2. Contractor and Contractor Parties shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
  - 19.3. Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;
  - 19.4. Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District;
  - 19.5. Contractor and Contractor Parties shall not use student restroom facilities; and
  - 19.6. If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 20.Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

#### If to District

### If to Contractor

Downey Unified School District ATTN: Darren Purseglove,

Director of Purchasing & Warehouse

11627 Brookshire Avenue

Downey, CA 90241 FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

Name: Bayha Group
ATTN: June Bayha, CEO

ADDRESS: 7875 Highland Village Pl.

Suite B102-383, San Diego, CA 92129

FAX:\_

EMAIL: june@bayhagroup.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:	CONTRACTOR:	
Date:11/2/2021	Date: 10/1/2021	
Downey Unified School District	Company: Bayha Group	
	mar.	
SIGNATURE	SIGNATURE	
Christina Aragon	June Bayha	
Associate Superintendent, Business	PRINT NAME	
Services	CEO	
	PRINT TITLE	
Address:	Title: Email: Phone:	
	t use only below line 80.0-38000-10000-5100-7460000	
John M. Harris, Director, College and Care ame and Title of site Administrator – Pleas		
ame and thie of site Administrator - Pleas	se print	
gnature	Date	
ignature of Program Director ONLY if using	g 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 <u>always only have supervised or</u> <u>no contact with District students (as determined by District)</u> during the Term of this Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am

		John M. Harris, Director of College and Ca Readiness	
3.   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.]		
no cost t procedu Bureau fingerpri	to District, have completed background or res established by the California Depart of Investigation ("FBI"), and the res	of the Contractor Parties noted above, at hecks and have been fingerprinted under ment of Justice ("DOJ") and the Federal sults of those background checks and Parties have been arrested or convicted California Penal Code; <b>OR</b>	
agreed t as requi Californi of those Contract	to allow the District to process and submared by Education Code section 42125.16 in Department of Justice and the Federal background checks and fingerprints mu	the Contractor Parties noted above have not background checks and fingerprinting, (k), under procedures established by the I Bureau of Investigation, and the results st reveal that Contractor and none of the r convicted of a serious or violent felony,	
	n authorized District official, I am familia porized to execute this certificate on beha	ar with the facts herein certified, and am alf of the District.	
	Date:		
	District Representative's Name and Ti	tle:	

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: 10/1/2021		
Name of Contractor:	Bayha Group	
Signature:	July -	
Representative's Nam	ne and Title: _June Bayha, CEO	

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

END OF DOCUMENT



II. 38. RATIFY Service Agreement No. 202122-298 with Dreaming Tree Foundation - Fresh Films to provide project based learning for students in the Film & Media Pathways from October 28, 2021 through June 30, 2022.

**Supporting Documents** 



scan1318

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of Oct 1, 2021, between the **Downey Unified School District** ("District") and Dreaming Tree Foundation - Fresh Films ("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:

wices. The Contractor shall WMAN TO PACIFIE	(TE learn	na beyind
repart to extend	20 Warren	As students
al Alunt A/E	Board che	()

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 October 19, 2011, 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 \$90,000, 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.
- 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: Oct 8, 2021	_
District Representative's Name and Title	
District Representative's Signature:	Taken M. Harris

#### 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;
  - 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

Dreaming Tree Foundation, dba Fresh Fresh Films ATTN: Kelli Feigley, Managing Director 639 38th Street

Rock, Island, IL 61201

Phone: 773.936.7096 Fax: 773.341.7358

Email: kellifeigley@freshfilms.org

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.

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- 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. CONTRACTOR: DISTRICT: Date: \_\_11/2/2021 **Downey Unified School District** SIGNATURE Christina Aragon Associate Superintendent, Business Services Information regarding Contractor: Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Yes Contact Name: \_\_\_\_\_ Title: Address: \_\_ Email: Phone: \_\_\_ District use only below line Account number to be charged: <u>01.0-63880.0-38000-10000-5100-7460000</u> John M. Harris, Director, College and Career Readiness Name and Title of site Administrator - Please print John M. Harris John M. Harris (Oct 8, 2021 20:19 PDT) Oct 8, 2021 Signature Date Signature of Program Director ONLY if using categorical funds Date

INDEPENDENT CONTRACTOR AGREEMENT (NON-CONSTRUCTION SERVICES)
DOWNEY UNIFIED SCHOOL DISTRICT - Revised 9/14/21

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## 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: Oct 8, 2021
District Representative's Name and Title; John M. Harris, Director, College and Career Readine District Representative's Signature: John M. Harris District Representative's Signature: John M. Harris District Representative
8.   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 Federa 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 Town of the

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:	10-1-4	

Name of Contractor: 108H FLMS

Signature:

**END OF DOCUMENT** 

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

### DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE:

October 1, 2021

TO:

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

FROM:

Roger Brossmer, Ed.D., Assistant Superintendent, Secondary

Prepared by: John M. Harris, Director, College and Career Readiness

SUBJECT: Contract with Fresh Films for Warren H.S. project based learning for school-year 2021-2022 from October 2021 to June 2022.

#### **INFORMATION ITEM**

The College & Career Readiness (CCR) department is proposing to continue contributing to efforts in CTE. Fresh Films 2021/2022 program will engage up to 20 students at Warren High School in a film/media pathway engagement to extend the CTE learning beyond the school day to include project based learning from professionals to build tech and media hard skills and networking and career development via workplace skill learning to build student resumes and opportunities for college and careers.

<u>Strategy:</u> Prepare more Downey Unified students for jobs that abound in Hollywood's creative economy, while building future life and workforce skills.

Hollywood's creative economy accounts for 1 in 5 jobs in Southern California and pays nearly double the national average wage. It is growing at a rate of 11% (25% in some sectors) and will contribute over \$771B to the national economy. But continuous job growth in this lucrative creative industry starkly contrasts the reality of underrepresentation. Per the 2019 Otis report, diversity (lack thereof) has been virtually stagnant since 2007. Yet diversity, equity and inclusion are top priorities in Hollywood. Whether college bound or not, the skills the teens learn can put them on a new pathway of future success and higher earnings potential across jobs in production, producing, writing, post-production, sound engineering, marketing and beyond.

Activities below run October 2021 to June 2022, 9-months.

#### **Activities Include:**

Activity	Timeline	<b>Budget Amount</b>
Build hard-skills needed for working in film and media, across scripted and unscripted production.  • Weekly after-school program at Warren H.S.  • 6/hours week for 31 weeks  • 2.5 hours after-school; other hours working on own  • Taught by professional filmmaker  • Curriculum, equipment and projects provided, all are hands-on and "real" (such as making film for Tribeca film fest)  • Up to 20 students engaged per week	Oct 28, 2021 to June 2, 2022	\$56,500
Develop 6 projects for resume and portfolio  Activity  Build network of industry professionals / increase job awareness	Nov 3, 2021 to	\$6,000

	Students attend 1-hour monthly industry speaker sessions to build awareness of diverse jobs in film and television.  1:1 connections made with professionals from United Talent Agency and other media companies  Develop all curriculum, sessions and engage students	June 1, 2022	
Activit Build r	relevant industry workplace intelligence skills Students attend twice monthly soft-skills job sessions (total 3-hours monthly) to prepare them for working in film/media Build out curriculum and activities Build out student resumes / portfolio sites	Nov 3, 2021 to June 15, 2022	\$12,500
	and the second s	June 2022	\$15,000

#### Team includes:

- Kelli Feigley Project Manager
- Estlin Feigley Curriculum Director / Weekly program leader
- Kelsey Conley Program producer / teen coordinator
- · Deborah Kraft Outreach manager, partner internships & workplace skills
- 1 Professional Filmmaker onsite at Warren H.S.
- 8 Industry Speaker volunteers
- 8 Workplace pros for workplace skills training sessions

#### Cost:

\$90,000 for programmatic activities above



II. 42. APPROVE Agreement No. 202122-303 with Cerritos College for the operation of a Dual Enrollment Course Program from November 2, 2021 through December 31, 2026.

## **Supporting Documents**



Agreement No. 202122-303 - Downey USD CCAP Agreement 10-12-21 - College & Career - J. Ha..



D.U.S.D. Agreement No. 202122-303

# COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIPS AGREEMENT BETWEEN

#### CERRITOS COMMUNITY COLLEGE DISTRICT

AND

#### DOWNEY UNIFIED SCHOOL DISTRICT

Cerritos Community College District ("COLLEGE DISTRICT") and Downey Unified School District (hereinafter "SCHOOL DISTRICT") agree to the following College and Career Access Pathways (CCAP) Partnership Agreement ("Agreement") regarding the operation of dual enrollment courses (hereinafter "Dual Enrollment Course Program") on SCHOOL DISTRICT campuses.

#### RECITALS

WHEREAS, with the passage of Assembly Bill 288, during the 2015 Legislative Term, effective January 1, 2016, Education Code Section 76004 was added which authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness; and

**WHEREAS**, participation in this CCAP Agreement is consistent with the COLLEGE DISTRICT core mission pursuant to Education Code Section 66010.4; and

**WHEREAS**, various operational aspects of this Agreement are incorporated in Exhibit "A" attached hereto, the provisions of which establish adherence to various education code requirements pertaining to, among other things, allowances, apportionments, and enrollment; and

**WHEREAS**, the parties hereto desire to enter this Agreement, which sets forth their mutual rights and responsibilities and governs their relationship regarding the Dual Enrollment Course Program.

**NOW, THEREFORE,** the SCHOOL DISTRICT and the COLLEGE DISTRICT each agree to the following terms in this Agreement:

#### 1. ADMISSIONS AND REGISTRATION

- 1.1 Admissions and registration shall be coordinated by the Administrative Liaison referenced in section 4.3 hereof and applicable policies and procedures established by the COLLEGE DISTRICT.
- 1.2 Prior to registering for a dual enrollment course, students shall complete and submit a Dual Enrollment Form provided as Exhibit B attached to this Agreement.
- 1.3 The SCHOOL DISTRICT shall pay the total cost of books and materials for students who enroll in a dual enrollment course.
- 1.4 Registration and access to all dual enrolled courses scheduled at the SCHOOL DISTRICT shall only be open to SCHOOL DISTRICT students if enrollment meets minimum capacity for the course offered. If the SCHOOL DISTRICT cannot fill to minimum capacity, the course will be cancelled by the COLLEGE DISTRICT.
- 1.5 COLLEGE DISTRICT shall waive the health fee, student activity fee and student representation fee for students who enroll in dual enrollment courses as listed under Exhibit C attached to this Agreement.
- 1.6 All dual enrollment courses shall meet the enrollment requirements as set forth by the COLLEGE DISTRICT.
- 1.7 Priority enrollment and registration for SCHOOL DISTRICT students that are enrolling in dual enrollment courses under this Agreement are equivalent to SCHOOL DISTRICT students who attend a middle college high school.

#### 2. COURSES

- 2.1 The Dual Enrollment Course program courses offered in the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE DISTRICT campus. The dual enrollment course taught at the SCHOOL DISTRICT campus or online does not reduce access to the same course offered at the COLLGE DISTRICT. The Dual Enrollment courses are described in Exhibit C attached to this Agreement. These courses will be offered before school, during the school day or after school. Students will be allowed to enroll during the enrollment period.
- 2.2 Courses offered in the SCHOOL DISTRICT shall be COLLEGE DISTRICT catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. The COLLGE DISTRICT is responsible for these dual enrollment courses.

- 2.3 Courses offered in the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE DISTRICT.
- 2.4 Site visits by one or more representatives of the COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE DISTRICT campus.
- 2.5 This Agreement lists the courses that the COLLEGE DISTRICT will offer on the SCHOOL DISTRICT'S campus(es) or online. Each course is offered to 1) prepare students for transfer; 2) improve high school graduation rates; 3) help high school pupils achieve college and career readiness; or 4) offer or expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. No physical education courses will be offered.
- 2.6 The COLLEGE DISTRICT will not offer courses that are oversubscribed or has a waiting list in this Agreement.
- 2.7 SCHOOL DISTRICT students are allowed to take up to 15 units per term if all of the following are satisfied:
  - a) the units are no more than four COMMUNITY COLLEGE courses per term.
  - b) the units are part of an academic program that is part of an Agreement
  - c) the units are part of an academic program designed to award SCHOOL DISTRICT students both a high school diploma and an AA degree or a certificate or a credential.
- 2.8 SCHOOL DISTRICT students participating in the Dual Enrollment Course Program under this Agreement will not cause otherwise eligible adults to be displaced from COMMUNITY COLLEGE courses.
- 2.9 Any remedial course taught by COMMUNITY COLLEGE faculty at the SCHOOL DISTRICT campus or online shall be offered only to SCHOOL DISTRICT students who do not meet their grade level standard in math, English, or both, (below 9<sup>th</sup> grade level), as determined by the SCHOOL DISTRICT. The COMMUNITY COLLEGE and SCHOOL DISTRICT faculty shall engage in a collaborative effort to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.
- 2.10 If the governing board of the COLLEGE DISTIRCT is planning to offer a Career Technical Education program for dual enrollment, prior to establishing the program, the COLLEGE DISTRICT shall consult with, and consider the input of the appropriate local workforce development

board as to the career technical education pathways alignment with regional and statewide employment needs, and conduct a job market study of the labor market area, and to determine whether or not the results justify the proposed vocational education program.

#### 3. FACULTY

- 3.1 Dual enrollment faculty shall be COLLEGE DISTRICT approved teachers. All courses offered under this Agreement shall be taught by faculty employed by the COLLEGE DISTRICT. The COLLEGE DISTRICT shall be the employer of record for these faculty members and shall be responsible for all assignment monitoring. If applicable to the SCHOOL DISTRICT, the SCHOOL DISTRICT is responsible for reporting obligations to the County Office of Education, and for federal teacher quality mandates and/or California credential rules.
- 3.2 The SCHOOL DISTRICT and the COLLEGE DISTRICT will comply with local collective bargaining agreements, and all state and federal reporting requirements regarding the qualifications of the faculty member teaching a dual enrollment course offered for high school credit.
- 3.3 The COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty. The COLLEGE DISTRICT shall also be solely responsible to carry and maintain Workers' Compensation coverage for dual enrollment faculty reflecting statutory limits with employer's liability limits of \$1,000,000 at minimum.
- 3.4 Faculty provided by the SCHOOL DISTRICT shall meet the Dual Enrollment Course Program minimum qualifications or equivalency established by the COLLEGE DISTRICT based on Minimum Qualifications for Faculty and Administrators in California Community Colleges handbook. The COLLEGE DISTRICT shall have the primary right to control and direct the activities of faculty provided by the SCHOOL DISTRICT while they are providing instruction in dual enrollment courses.
- 3.5 Faculty provided by the SCHOOL DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE DISTRICT shall be ineligible to teach dual enrollment courses
- 3.6 Faculty performance shall be evaluated by the COLLEGE DISTRICT using the adopted evaluation process and standards for part-time faculty of the COLLEGE DISTRICT.
- 3.7 If necessary, substitute Faculty will be approved by the COLLEGE DISTRICT using the same process and subject to the same conditions described herein.
- 3.8 No COMMUNITY COLLEGE instructor who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense, as defined in Education Code Section 87011, shall be retained by the COMMUNITY COLLEGE to teach any course on any SCHOOL DISTRICT campus. All COMMUNITY COLLEGE faculty teaching

courses under this Agreement shall meet all required minimum qualifications and conditions, including clearance through a Live Scan process. Both SCHOOL DISTRICT and COLLEGE DISTRICT shall require clearance of their respective criminal background screenings prior to the commencement of work specified in Section 3.8 herein; further, both shall maintain and actively monitor their respective criminal status change updates issued by their respective established law enforcement agencies, including but not limited to the California State Department of Justice and such other state and federal agencies used in the course of their respective pre- and ongoing-employment screenings.

- 3.9 A COMMUNITY COLLEGE instructor teaching a course at the SCHOOL DISTRICT campus will not displace or result in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on the SCHOOL DISTRICT campus.
- 3.10 A SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus will not displace or resulted in the termination of an existing COMMUNITY COLLEGE faculty teaching the course at the partnering community college campus.
- 3.11 The COLLEGE DISTRICT has documentation that instruction claimed for apportionment under the agreement/contract is under the immediate supervision and control of an employee of the COLLEGE DISTRICT who has met the minimum qualifications for instruction in the discipline of the course in a California community college. Instructors need to provide the supervision and control necessary for the protection of the health and safety of students, and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within lineofsight of the students. California Code Regs., tit. 5, §§ 58050, 58051, 58056, 58058 a.
- 3.12 Where the instructor is not a paid employee of the COLLEGE DISTRICT, the COLLEGE DISTRICT has an additional written agreement/contract with each instructor requiring student attendance and FTES to be reported by the instructor as required by the COLLEGE DISTRICT and stating that the COLLEGE DISTRICT has the primary right to control and direct the instructional activities of the instructor. Cal. Code Regs., tit. 5, § 58058(b). The COLLEGE DISTRICT must demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on campus instructor.

#### 4. LIAISON

- 4.1 The COLLEGE DISTRICT shall appoint an academic department administrator who will serve as Academic Liaison or as assigned by COLLEGE DISTRICT, and who will approve all dual enrollment instructors in consultation with the academic department of the COLLEGE DISTRICT. The Academic Liaison shall provide initial training and COLLEGE DISTRICT performance evaluations for dual enrollment faculty.
- 4.2 The Academic Department Liaison will also keep dual enrollment faculty informed of new Dual Enrollment Course Program curriculum developments, textbook adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, and syllabus components.
- 4.3 The COLLEGE DISTRICT shall appoint an administrator who will serve as the Administrative Liaison. The Administrative Liaison shall conduct site visits and strengthen communication between essential elements of the SCHOOL DISTRICT, the COLLEGE DISTRICT, and their respective academic and student affairs departments.

#### 5. FEES

- 5.1 SCHOOL DISTRICT students enrolled in courses offered through this Agreement shall not be assessed or charged a fee, including a fee charged to a student, or a student's parent/guardian, as a condition for course registration or for labs fees, textbooks, supplies, materials, and equipment needed to participate in the course.
- 5.2 SCHOOL DISTRICT students enrolled in courses offered through this Agreement shall be exempt from the following community college fee requirements (1) Student Representation Fee, (2) Nonresident Tuition Fee, (3) Transcript Fees, (4) Course Enrollment Fees, (5) Lab Fees (6) Apprenticeship Course Fees, and (7) Child Development Center Fees.

#### 6. ON-SITE SUPERVISION

6.1 Dual enrollment courses and students shall be under the direct supervision of the site administrator designated by the COLLEGE DISTRICT as the SCHOOL DISTRICT's Representative.

#### 7. STUDENTS

- 7.1 Students must meet all Dual Enrollment Course Program COLLEGE DISTRICT prerequisite requirements as established by the COLLEGE DISTRICT and stated in the COLLEGE DISTRICT catalog before enrolling in a dual enrollment course.
- 7.2 Grades earned by students enrolled in dual enrollment courses will be posted on official COLLEGE DISTRICT transcripts.

- 7.3 Students enrolled in dual enrollment courses will be directed to the official catalogue of the COLLEGE DISTRICT.
- 7.4 Students enrolled in dual enrollment courses will be eligible for student support services, provided by the SCHOOL DISTRICT and the COLLEGE DISTRICT itself. The COLLEGE DISTRICT abides by the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, which states: "No otherwise qualified person shall, on the basis of a disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic or other postsecondary education aid, benefits, or services." The SCHOOL DISTRICT will inform students with documented disabilities that they must register with the COLLEGE DISTRICT'S <u>Student Accessibility Services (SAS)</u> to qualify for dual enrollment course accommodations. The COLLEGE DISTRICT personnel will facilitate (with the COLLEGE DISTRICT faculty, as appropriate) disability-related accommodations authorized by SAS. It is important to note that academic accommodations for college classes differ from those offered in high school classes.
- 7.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE DISTRICT credit for work completed and must submit appropriate withdrawal paperwork by all published COLLEGE DISTRICT deadlines.
- 7.6 A dropped class within the COLLEGE DISTRICT drop date will not appear on the high school transcript as a COLLEGE DISTRICT course. A student may complete the course to receive high school credit. A drop date for a dual enrollment course is established by all published COLLEGE DISTRICT deadlines.
- 7.7 In developing the educational program created under this CCAP, the SCHOOL DISTRICT and the COLLEGE DISTRICT shall make assessments as to whether the participating SCHOOL DISTRICT students have the ability to benefit from the courses offered in this Agreement. The following criteria in making this assessment is:
  - a) students will take the COLLEGE DISTRICT placement process (when applicable and if compliant with Education Code established by AB 705 of 2017.)
  - b) student's high school GPA
  - c) student's high school transcript

#### 8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in dual enrollment courses shall be held to the same standards of achievement as students on the COLLEGE DISTRICT campus.
- 8.2 Students enrolled in dual enrollment courses shall be held to the same grading standards as those expected of students in campus COLLEGE DISTRICT sections.

- 8.3 Students enrolled in dual enrollment courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in campus COLLEGE DISTRICT sections.
- 8.4 Students enrolled in dual enrollment courses shall be held to the same behavioral standards as those expected of students in campus COLLEGE DISTRICT sections.

#### 9. EVALUATION

- 9.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT may conduct end-of-term student evaluations for each dual enrollment course offered in the SCHOOL DISTRICT in accordance with established guidelines.
- 9.2 The COLLEGE DISTRICT and the SCHOOL DISTRICT may survey and collect data on students and alumni of dual enrollment courses after they graduate from the SCHOOL DISTRICT.
- 9.3 The COLLEGE DISTRICT and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT instructors, principals, and guidance counselors.
- 9.4 The COLLEGE DISTRICT and the SCHOOL DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of dual enrollment course delivery.

#### 10. RECORDS

10.1 Records of student attendance, grades and achievement for all SCHOOL DISTRICT students who enroll in a dual enrollment course shall be maintained by the SCHOOL DISTRICT and by the COLLEGE DISTRICT electronic records systems through the course instructor. (Education Code section 76220).

#### 11. INFORMATION SHARING

11.1 Any education records or personally identifiable information pertaining to any SCHOOL DISTRICT students taking courses under this Agreement shall be exchanged between the SCHOOL DISTRICT and the COLLEGE DISTRICT in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and COLLEGE DISTRICT Board Rules. The COLLEGE DISTRICT shall provide a Dual Enrollment Application in the form attached hereto at Exhibit B on which the parent or guardian of the SCHOOL DISTRCT student will provide written consent to information sharing between the SCHOOL DISTRICT and the COLLEGE DISTRICT. Education records and personally identifiable information regarding SCHOOL DISTRICT students shall be shared between the COLLEGE DISTRICT Administrative Liaison and the SCHOOL DISTRICT Site Liaison. The Administrative Liaison and the Site Liaison shall then further share that information within their respective institutions, as necessary.

# 12. REPORTING

- 12.1 The COLLEGE DISTRICT, in partnership with the SCHOOL DISTRICT, shall report annually to the State Chancellor's Office all of the following information:
  - a) The total number of high school pupils by school site enrolled in this Agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
  - b) The total number of community college courses, by course category and type and by school site, enrolled in by CCAP partnership participants.
  - c) The total number and percentage of successful course completions, by course category, type and by school site, of CCAP partnership participants.
  - d) The total number of Full-time Equivalent Student (FTES) generated by this Agreement.

#### 13. INDEMNIFICATION

- 13.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the COLLEGE DISTRICT, arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers and employees.
- 13.2 The COLLEGE DISTRICT agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the SCHOOL DISTRICT, arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE DISTRICT, its officers and employees.

#### 14. INSURANCE

14.1 The SCHOOL DISTRICT, in order to protect the COLLEGE DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this Agreement, shall secure and maintain in force during the entire term of this Agreement, an insurance policy or an approved program of self-insurance for general liability and auto liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) per incident/ FOUR MILLION DOLLARS (\$4,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident and sexual molestation and abuse coverage of not less than THREE MILLION DOLLARS (\$3,000,000) per occurrence/SIX

MILLION DOLLARS (\$6,000,000) aggregate with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the COLLEGE DISTRICT, its agents, employees and officers as additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE DISTRICT.

14.2 The COLLEGE DISTRICT, in order to protect the SCHOOL DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, an insurance policy or an approved program of self-insurance for general liability and auto liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) per incident/\$4,000,000 aggregate, property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident, and sexual molestation and abuse coverage of not less than THREE MILLION DOLLARS (\$3,000,000) per occurrence/SIX MILLION DOLLARS (\$6,000,000) aggregate with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.

#### 15. APPORTIONMENT/FTES

- 15.1 The COLLEGE DISTRICT may include the students enrolled in the dual enrollment courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments, so long as the dual enrollment courses comply with current requirements for dual enrollment under applicable California law.
- 15.2 The COLLEGE DISTRICT must certify that it does not receive full compensation for the direct education costs of the course(s) from any public or private agency, individual, or group. Education Code § 84752; California. Code Regs., tit. 5, § 58051.5. The COLLEGE DISTRCIT is responsible for obtaining certification from the SCHOOL DISTRICT verifying that the instructional activity to be conducted will not be fully funded by other sources. Education Code § 84752; California Code Regs., tit. 5, § 58051.5

#### 16. NON-DISCRIMINATION

16.1 It is the policy of the COLLEGE DISTRICT to provide fair and equitable treatment of all individuals participating in its programs without regard to ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.

Neither the SCHOOL DISTRICT nor the COLLEGE DISTRICT shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other characteristic that is contained in the definition of hate crimes set forth in the California Penal Code.

16.2 COLLEGE DISTRICT Board Policy provides that the COLLEGE DISTRICT, and each individual who represents the COLLEGE DISTRICT, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

16.3 The COLLEGE DISTRICT is committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination.

16.4 The COLLEGE DISTRICT and the SCHOOL DISTRICT share in the responsibility of providing a harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment, including Title IX.

In this regard, both the COLLEGE DISTRICT and the SCHOOL DISTRICT shall provide information to students regarding resources available for reporting claims of harassment and/or discrimination, and hall cooperate in resolving and investigating any complaints filed.

#### 17. TERM OF AGREEMENT

17.1 This agreement shall remain in effect until December 31st, 2026.

#### 18. TERMINATION OR CHANGES

- 18.1 Either party may terminate this Agreement at any time by providing 30-days written notice to the other party. Written notice of termination or changes to this Agreement shall be addressed to the responsible person listed in Item 19 below.
- 18.2 Upon termination of this Agreement, the SCHOOL DISTRICT shall develop a COLLEGE DISTRICT approved plan that enables students to complete the dual enrollment course they are enrolled in.

#### 19. NOTICES

19.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U. S. Mail, postage to be prepaid, to the following addresses:

#### SCHOOL DISTRICT:

Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241

#### COLLEGE DISTRICT:

Cerritos Community College District 11110 Alondra Boulevard Norwalk, CA 90650-6298

Attention: Director of Purchasing and Contract Administration

#### 20. INTEGRATION

20.1 This Agreement sets forth the entire agreement between the parties relating to the subject matter of this agreement. All agreements or representations will be in writing regarding the subject matter hereof incorporated into this Agreement.

#### 21. MODIFICATION AND AMENDMENT

21.1 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

#### 22. GOVERNING LAWS

22.1 This Agreement shall be interpreted according to the laws of the State of California.

#### 23. SEVERABILITY

23.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

#### 24. COUNTERPARTS

24.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto have duly approved this Agreement as evidenced by their respective authorized signatures set forth below.

Cerritos Community College District ("COLLEGE DISTRICT"):		•	Downey Unified School District ("SCHOOL DISTRICT"):	
Ву:	Signature	By:	Signature	
Print Name:		Print Name:	Christina Aragon	
Print Title:		Print Title:	Assoc. Supt. Business Svcs.	
Dated:		Dated:	November 2, 2021	
		E-Mail:	caragon@dusd.net	
		Tax ID No.:	95-6006586	

#### Exhibit A

#### OPERATIONAL ASPECTS OF DUAL ENROLLMENT COURSE PROGRAM

The parties here shall adhere to Title II Education Code provisions governing dual enrollment specified in Education Code Section 48802 (a) and (b), as well as Title III Education Code Section 76002. The referenced Sections are detailed below:

Allowances and Apportionments

Title II Education Code section 48802 all sections including (a).

Title II Education Code section 48802 all sections including (b):

A school district whose pupils attend a community college as special part-time students pursuant to this article shall, for purposes of allowances and apportionments from Section A of the State School Fund, continue to receive credit for attendance by those pupils computed in the manner prescribed by law, and a pupil's attendance at school for the minimum school day shall be deemed a day of attendance for purposes of making the computation.

Generally, to receive the full ADA, the high school must offer 360 minutes of instruction and the student must be enrolled for a minimum day, (240 minutes). Also, the college courses taken must be open to the public as provided below.

Title III Education Code section 76002 all provisions including in particular, Section (a)(3):

If the (community college) class is offered at a high school campus, the class may not be held during the time the campus is closed to the general public, as defined by the governing board of the school district during a regularly scheduled board meeting.

For the purposes of this MOU, SCHOOL DISTRICT defines a "regular school day" as at least 240 minutes of instruction in high school credit only courses. Also, for the purposes of this Agreement, registration and access to all dual enrolled courses scheduled at the SCHOOL DISTRICT shall only be open to SCHOOL DISTRICT students if enrollment meets minimum capacity for the courses offered. If the SCHOOL DISTRICT cannot fill the course to minimum capacity, the course will be cancelled by the COLLEGE DISTRICT.

## Exhibit B

# **Dual Enrollment Form**

Students must complete the dual enrollment form found on the Admissions & Records website: <a href="https://www.cerritos.edu/admissions-and-records/online-forms/default.htm">https://www.cerritos.edu/admissions-and-records/online-forms/default.htm</a>.

This form is subject to change so only a link is provided.

**Exhibit C** 

Below are the Dual Enrollment course(s) being offered for high schools in Downey Unified School District: The nature of the course, number of class hours and number of units can be found in the Cerritos College catalog: https://www.cerritos.edu/admissions-and-records/catalogue-schedule/default.htm

## Name of Course: English 72 Introduction to College Writing and Reasoning

Units: 5

Minimum number of students for the class: 18 Maximum number of students for the class: 30

Number of FTEs: 6.1

# Name of Course: English 100 Freshman Composition

Units: 4

Minimum number of students for the class: 18 Maximum number of students for the class: 30

Number of FTE: 4.1

## Name of Course: Math 80 Intermediate Algebra

Units: 4

Minimum number of students for the class: 24 Maximum number of students for the class: 40

Number of FTES: 5.4

#### Name of Course: Math 112 Elementary Statistics

Units: 4

Minimum number of students for the class: 24 Maximum number of students for the class: 40

Number of FTES: 5.4

#### Name of Course: Math 155 Pre -Calculus

Units: 5

Minimum number of students for the class: 24 Maximum number of students for the class: 40

Number of FTES: 6.8

# Name of Course: EDEL 100: Introduction To Teaching and Learning in Diverse Contemporary Classrooms

Units: 1

Minimum number of students for the class: 18 Maximum number of students for the class: 30

Number of FTES: 1

Name of Course: MUS 104B: History of Rock

Units: 3

Minimum number of students for the class: 30 Maximum number of students for the class: 75

Number of FTES: 7.7



II. 43. APPROVE Service Agreement No. 202122-316 with Bayha Group to implement the MADE Ready Senior School Year Internship program from November 2, 2021 through June 30, 2022.

# **Supporting Documents**



scan1319

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 2, 2021 , between the **Downey Unified School District** ("District") and Bayha Group ("Contractor"). The District and Contractor maycollectively 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 Bayha Group will implement the MADE Ready Senior School Year Internship (SSYI) program for DUSD 12th graders who completed the summer virtual internship. These seniors will have the opportunity to continue and enhance their work with industry professions on long-term work-based learning projects.

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.

- Term. Contractor shall commence providing Services under this Agreement on <u>November 2</u>, 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 inclusive of any costs \$598,750 or expenses paidor incurred by Contractor inperforming the Services, without the express approval of theGoverning Board. Please attach any quote or rate sheet to this agreement. If hourlybilling applies, the itemized invoice shall reflect the hours spent by Contractor inperforming its Services pursuant to this Agreement. Payment shall be made for allundisputed amounts within thirty (30) days after the Contractor submits a detailedinvoice 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.
- 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.
- 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 ("Work Product") 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 saidmatters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor retains exclusive interest in, and ownership of, all Pre-Existing Materials. For purposes of this Agreement, "Pre-Existing Materials" means any and all proprietary tools, know-how, works of authorship, compilations, programs, and methodologies used in creating the Work Product or in otherwise providing the Services, whether or not patentable or registrable under copyright or similar laws, and any knowledge or information relating thereto, created, developed or authored by or for Contractor prior to, or outside the scope of, the Services or that have general applicability to Contractor's business, and all modifications, improvements and enhancements thereto and derivative works thereof.

- 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 businesshours, unless Contractor otherwise consents.

#### 14. Termination.

Agreement No. 202122-316

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

INDEPENDENT CONTRACTOR AGREEMENT (NON-CONSTRUCTION SERVICES)
DOWNEY UNIFIED SCHOOL DISTRICT - Revised 9/14/21

PAGE 3

**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 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 theGoverning 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. X [REQUIRED IF BOX CHECKED] Abuse and Molestation Insurance. OneMillion 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 claimsof bodily injury (including emotional distress), personal injury, or advertising injurybecause 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:	Oct 17, 2021		
Distric Readir	t Representative's Name and Title:	John M. Harris,	Director of College and Career
Distri	ct Representative's Signature:	John M. Harris John M. Harris (Oct 17, 2021 16:25 P	DT)

#### 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 primaryinsurance 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 withit.
- 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;
  - Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;
  - Once at such location, Contractor and Contractor Parties shall not change locations without contacting the District;
  - 19.5. Contractor and Contractor Parties shall not use student restroom facilities; and
  - 19.6. If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 20.Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

#### If to District

#### If to Contractor

Downey Unified School District
ATTN: Darren Purseglove,
Director of Purchasing & Wa

Director of Purchasing & Warehouse

11627 Brookshire Avenue Downey, CA 90241

FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

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 amendedor 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 Agreementner 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 timethe 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:	CONTRACTOR:	
Date:11/2/2021	Date: 10/1/2021  Company: Bayha Group	
Downey Unified School District		
	June Bayh (Oct 17, 2021 14:40 PDT)	
SIGNATURE	June Bayh (Oct 17, 2021 14:40 PDT)  SIGNATURE	
	June Bayha	
Christina Aragon Associate Superintendent, Business	PRINT NAME	
Services	CEO	
	PRINT TITLE	
	THE STATE OF THE S	
Information regarding Contractor:		
Have you ever paid into or are you a retire	ee of CalSTRS/CalPERS? Yes No X	
	~~~~~ <del>~</del>	
Contact Name:	Title:	
Address:	Email:	
	Phone:	
	Thories	
•	•	
District u	se only below line	
count number to be charged: 01.0-63880.	.0-38000-10000-5100-7460000	
ohn M. Harris, Director, College and Career	Readiness	
me and Title of site Administrator – Please	print	
ohn M Harris	Oct 17, 2021	
n M. Harris (Oct 17, 2021 16:25 PDT)	Oct 17, 2021	
gnature	Date	
gnature of Program Director ONLY if using o	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. X Contractor and the Contractor Parties, if any, will <u>always only have supervised or no contact with District students (as determined by District)</u> 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.  Oct 17, 2021  Date:		
District Representative's Name and Title: <u>John M. Harris, Director of College and</u>		
Career Readiness		
District Representative's Signature: John M. Harris (Oct 17, 2021 14:24 PDF)		
B. The following Contractor Parties have <b>more than limited contact</b> with Districtstudents (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

INDEPENDENT CONTRACTOR AGREEMENT (NON-CONSTRUCTION SERVICES)
DOWNEY UNIFIED SCHOOL DISTRICT - Revised 9/14/21

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PAGE 10

Agreement No. 202122-316

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: 10/1/2021	
Name of Contractor: Bayha Group	
Signature: June Bay M Oct 17, 2021 14.40 PDT)	
Representative's Name and Title: <u>June Bayha, CEO</u>	

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

**END OF DOCUMENT** 



II. 44. RATIFY Service Agreement No. 202122-317 with Jackson Risk Management, Inc. to assist SELPA with Alternative Dispute Resolution services for expediting the resolution of special education complaints and disputes from July 1, 2021 through June 30, 2022.

**Supporting Documents** 



scan1320

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

# SERVICE AGREEMENT Agreement No. 202122-317

be an	THIS AGREEMENT made and entered into this1_ of July,2021_ by and between _Jackson Risk Management, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:			
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.			
	See Scope of Work			
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$50,000.00, 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.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.			
4.	Term. The term of this agreement begins 07/01/2021 and will terminate on or before 06/30/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.			
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.			

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

# General Liability:

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

## Automobile Liability:

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

# Workers' Compensation/Employer's Liability:

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

# Professional Liability:

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

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

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

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

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

Downey Unified School D	istrict	
Service Agreement No.	202122-317	

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

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

Downey Unified School	District
Service Agreement No.	202122-317

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

Name:

SERVICE PROVIDER

Jackson Risk Management

DISTRICT

Downey Unified School District

Business Services	Dept.:		
11627 Brookshire Ave.	Address:	1443 Washington Blvd., #129	
Downey, CA 90241		Pasadena, CA 91109	
Contact: Debbie Black	Contact:	Yani Aghili	
(562)469-6521/dblack@dusd.net	Phone/email:	(626)354-2339/jacksonriskmgmt@gmail.	
IN WITNESS WHEREOF, this Agreen named parties, on the date indicated by		cepted and agreed by the below	
DISTRICT	SER	VICE PROVIDER	
DOWNEY UNIFIED SCHOOL DISTRI	ICT	110	
		Serra Art	
Signature	Sign	atuling	
Print Name: Christina Aragon	Prir	nt Name: Keyan Jani Ac	
Print Title: Associate Superintender Business Services	nt • Prir	nt Title: Consultant Neutral	
Date:11/02/2021	_ Dat	e: 6-25-202	
District u	se only below li	пе	
Account Number to be Charged 01.1-	33950.0-50500-2200	00-5890-7210019	
Alanna Cooper, SELPA Director			
Name and Title of Site Administrator-F	Please print		
Signature of Site Administrator		Date	
Signature of Program Director ONLY	IF using categoric	cal funds Date	
owney Unified School District ervice Agreement No202122-317		Page 4 of 4	



II. 45. APPROVE Service Agreement No. 202122-318 with Alliance Race Timing to provide on-line registration and race management for TLC 5K run from November 2, 2021 through April 1, 2022.

# **Supporting Documents**



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# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This September 10	Independent Contractor Agreement ("Agreement") is made as of, 2020, between the <b>Downey Unified School District</b> ("District") and		
Alliance Race Timing ("Contractor"). The District and Contractor may			
collectively	be referred to as the "Parties" or individually as a "Party."		
contract will financial, ec	EREAS, the District is authorized by California Government Code section 53060 to ith and employ any persons for the furnishing of special services and advice in conomic, accounting, engineering, legal or administrative matters, if those persons y trained and experienced and competent to perform the special services required.		
to contract	EREAS, the District is authorized by California Public Contract Code section 20111 with and employ any persons for the furnishing of non-construction services, if ct amount is no greater than the annually adjusted statutory limit, which is no 2021.		
WHE	EREAS, the District is in need of those services and/or advice.		
perform the	EREAS, the Contractor is specially trained and experienced and competent to e services required by the District, and those services are needed on a limited basis in this Agreement.		
NOV	W, THEREFORE, the Parties agree as follows:		
1. Service	es. The Contractor shall furnish to the District		
	line registration and race management for TLC 5K run. Addendum A attached.		
1101000011	The registronal data face that against the recent talk. The additional talk and the recent talk against the recent talk.		
sarvica	s, as described above, if extra space is needed, attach as Exhibit A "Scope of Work"		
(SOW). if there	The SOW falls under the scope of and is governed by the District Agreement, and are any conflicting terms between the SOW and the District Agreement, the terms District Agreement shall prevail and govern.		
per Cal	ISTRS/CalPERS: If any of the assigned personnel is a retiree of a California public nsion system, e.g., California State Teachers' Retirement System ("CalSTRS") or lifornia Public Employees' Retirement System ("CalPERS"), Contractor shall pressly inform the District of the identities of such personnel and their respective		

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 November 01 , 20 21 , and shall continue through April 01 ("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 six hundred Dollars (\$600.00 \_\_\_\_\_), 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,

PAGE 2

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: Alliance Race Timing
ATTN: Eric Bauer

ADDRESS: 2801 Summerfield Ct.

West Sacramento, CA 95691

FAX: 916-712-3993

EMAIL: eric@srtiming.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.	202122-318
---------------	------------

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

DISTRICT:	CONTRACTOR:	
Date:11/2/2021	Date:_9/16/21	
Downey Unified School District	Company: Alliance Race Timing	
SIGNATURE Christina Aragon	SIGNATURE	
	Eric Bauer	
Associate Superintendent, Business	PRINT NAME	
Services	Owner	
	PRINT TITLE	
Contact Name:	ree of CalSTRS/CalPERS? Yes No Title:	
Address:	Email:	
	Phone:	
	ise only below line	
count number to be charged: 01.0-000	00.0-00000-31400-5890-7486815	
ennifer Robbins, Director, Elem	entary Education	
ame and Title of site Administrator – Please	print	
gnature	Date	
ignature of Program Director ONLY if using c	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 <u>always only have supervised or no contact with District students (as determined by District)</u> 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:	andra .
District Representative's Signature:	NON-
B.   The following Contractor Parties have more than limited contact with Dist students (as determined by District) during the Term of this Agreement:	rict
[Attach and sign additional pages, as needed.]	
□ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above no cost to District, have completed background checks and have been fingerprinted un procedures established by the California Department of Justice ("DOJ") and the Fede Bureau of Investigation ("FBI"), and the results of those background checks a fingerprints reveal that none of these Contractor Parties have been arrested or convict of a serious or violent felony, as defined by the California Penal Code; <b>OR</b> □ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above he agreed to allow the District to process and submit background checks and fingerprintias required by Education Code section 42125.1(k), under procedures established by California Department of Justice and the Federal Bureau of Investigation, and the result of those background checks and fingerprints must reveal that Contractor and none of Contractor Parties, if any, have been arrested or convicted of a serious or violent felocompacts.	der eral and ted ave ing, the ults the
as defined by the California Penal Code.  As an authorized District official, I am familiar with the facts herein certified, and a authorized to execute this certificate on behalf of the District.	am
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

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. \_202122-318\_

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:		
Name of Contractor:		
Signature:	444	
Representative's Name and Title:		

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

END OF DOCUMENT

# Addendum A



# Virtual race and consulting contract by Alliance Race Timing:

## VIRTUAL RACE/CHALLENGE ONLINE REGISTRATION:

- Setup and manage all online aspects of the virtual race/challenge through partner RunSignUp.
- Setup and manage virtual bib template and virtual bib assignments.

## **RACE JOY:**

· Setup and manage all aspects of Race Joy anywhere as a certified Race Joy timer.

#### PROMOTION:

- · Setup and manage scheduled custom emails for promoting the virtual race
- Setup and manage social media links for promoting the race
- · Setup and manage referral rewards
- Setup and manage sponsors including virtual swag bags

#### **RESULTS:**

- · Setup and manage online results submission through RunSignUp and Race Joy
- Setup and manage online finisher certificates
- Manage submitted results and update/correct as needed.

## **RACE DIRECTOR RESPONSIBILITIES:**

- Provide timely feedback of items needing to be addressed and/or updated online.
- Provide sponsor details and virtual race/challenge content to be included with online registration.
- Provide spreadsheet of previous participant names and contact information including email for event marketing if available.

## FEES:

\_\_\_\_agrees to the following payment schedule:

- Pay Alliance Race Timing the invoice balance net 30 days upon receipt of invoice.
- Fee (includes first 1000 virtual participants)......\$395.00
- \$.25 cents per additional virtual participant 1001+
- Includes 5 hours of race consulting, \$40/hour after 5 hours
- Base Fee......\$395.00



II. 47. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-328 with Jenette Reneau to provide CPR/First Aid Training for classified employees on October 11, 2021.



# **Supporting Documents**



scan1322

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of October 11, 2021 , between the **Downey Unified School District** ("District") and Jenette Reneau ("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:

		,,,,,			
			, , , , , , , , , , , , , , , , , , ,		
			, , , , , , , , , , , , , , , , , , , ,		
ervices, as des	cribed above, if ex	ktra space i	s needed, att	ach as Exhibit A	"Scope of V

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.

in the District Agreement shall prevail and govern.

Agreement No. 202122-328

- Term. Contractor shall commence providing Services under this Agreement on October 11 , 20<sup>21</sup> , and shall continue through October 11 ,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 \$7,208.00 , 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.
- 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:	October 19, 2021	
	t Representative's Name and Title:	BethAnn Arkh: RDirector,
		Bethan arko
Distric	t Representative's Signature:	Decition of the day

#### 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.
- 16.5.4. 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

Director of Purchasing & Warehouse 11627 Brookshire Avenue Downey, CA 90241

FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

#### If to Contractor

 Name:
 Jenette Reneau

 ATTN:
 Jenette Reneau

 ADDRESS:
 377 Avenida Castillo#A

 Laguna Woods, CA 92637

 FAX:
 N/A

 EMAIL:
 aquanetter1@aol.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.

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- 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.
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#### SIGNATURES ON FOLLOWING PAGE

Agreement No. 202122-328

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below. CONTRACTOR: DISTRICT: 10/19/2021 Date: 11/02/21 Date: Jenette Reneau Company: **Downey Unified School District** SIGNATURE Jenette Reneau Christina Aragon Associate Superintendent, Business PRINT NAME Services Jenette Reneau PRINT TITLE Information regarding Contractor: Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Yes CR/Frst Aid Trainer Jenette Reneau Title: Contact Name: 377 Avenida Castillo #A aquanetter1@aol.com Address: \_Email: Laguna Woods, CA 92637 Phone: (562) 972-8047 District use only below line Account number to be charged: 01.0 33100.0 50010 39000 5804 743000 \$5,848.00 01.0 00000.0 00000 7400 5804 7577770 952.00 01.0 00000.0 00000 31300 58907457770 BethAnn Arko, Classified H.R. 408.00 Name and Title of site Administrator - Please print Signature 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 <u>always only have supervised or no contact with District students (as determined by District)</u> 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 hehalf of the District

	t Representative's Name and Title: BethAnn Arko	
District	t Representative's Signature:	
	ollowing Contractor Parties have more than limited contact with determined by District) during the Term of this Agreement:	District
[Attach and s	sign additional pages, as needed.]	•
no cost to procedure Bureau o fingerprint	Contractor is not a Sole Proprietor, all of the Contractor Parties noted ab District, have completed background checks and have been fingerprinted as established by the California Department of Justice ("DOJ") and the of Investigation ("FBI"), and the results of those background checks reveal that none of these Contractor Parties have been arrested or colus or violent felony, as defined by the California Penal Code; OR	d under Federal ks and
agreed to as require California of those b Contracto	Contractor is a Sole Proprietor, all of the Contractor Parties noted above a allow the District to process and submit background checks and fingerpled by Education Code section 42125.1(k), under procedures established a Department of Justice and the Federal Bureau of Investigation, and the background checks and fingerprints must reveal that Contractor and none Parties, if any, have been arrested or convicted of a serious or violent d by the California Penal Code.	rinting, by the results e of the
	authorized District official, I am familiar with the facts herein certified, a prized to execute this certificate on behalf of the District.	nd am
	Date:October 19, 2021	
	District Representative's Name and Title: BethAnn Arko, Direct	H.R.

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. 202122-328

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:	October 19, 2021
Name of Contractor:	Jenette Reneau
Signature:	Que R
Representative's Name and Title:	Jenatte Reneau, Trainer

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

END OF DOCUMENT

Aguilar, Alexxis	RSG	Sp. Ed.
Aguilar, Diana	Columbus DAT	Sp. Ed.
Aguilar, Valeria	RBT	Sp. Ed.
Aguirre, Marisa	Imperial	Sp. Ed.
Alvarez, Ziayan	Sp. Ed.	Sp. Ed.
Amparan, Maria	DHS	Sp. Ed.
Armenta, Silvia	Imperial	Sp. Ed.
Baldelomar, Herberth	Gallatin	Clerical
Baldtierrez, Leonardo	WHS	Clerical
Bautista, Rosana	Williams	Sp. Ed.
Becky Colacion	Lewis	Sp. Ed.
Bricieno, Nancy	DHS	Sp. Ed.
Calderon, Adriana	Alameda	Sp. Ed.
Calderon, Hernan	RH	Sp. Ed.
Carrillo, Patricia	Price	Sp. Ed.
Casto Tuitele, Stephanie	WHS	Sp. Ed.
Chavez, Lizette	WHS	Sp. Ed.
Covarrubias, Angelica	Price	Sp. Ed.
Dangla Cruz, Praxedes	Nurse	SS
Davis, Lauren	OT	Sp. Ed.
Dolmos, Lenin	Columbus	Sp. Ed.
Espinoza Ochoa, Gisselle	RH	Sp. Ed.
Estrada, Claudia	RH	Sp. Ed.
Estrada. Adriana	Williams	Sp. Ed.
Fitzberald, Paula	RSG	Sp. Ed.
Flores, Daniella	Lewis	Sp. Ed.
Frausto, Elia	DHS	Sp. Ed.
Frausto, Jesse	WHS	Sp. Ed.
Galang-Pacion, Joy	SS	SS SS
Garcia, Christina	Stauffer	Sp. Ed.
Garcia, Esther	Clerical	SS. Ed.
Garcia, Griselda	Stauffer	Sp. Ed.
Garduno Castaneda, Liliana	Old River	Clerical
Garica, Felipe	Doty	
	Doty	Sp. Ed.

Garza, Joseph Jr. Gera, Johnathan Gomez, Cindy Gomez, Maria E.	DHS RH Imperial DHS	Sp. Ed. Sp. Ed. Sp. Ed. Sp. Ed.
Guadarrama, Alejandra	Williams	Sp. Ed.
Hansen, Gabriella	Gallatin	Clerical
Herber, Tiara	Williams	Sp. Ed.
Hernandez, Amalia	Clerical	Sp. Ed.
Hernandez, Brenda	Imperial	Sp. Ed.
Hernandez, Joshua	Sussman	Sp. Ed.
Hillman, Kimberly	RH	Sp. Ed.
Huana, His-Lina	WHS	Sp. Ed.
Huckabee, Sheila	Lewis	Clerical
Huerta, Abigail	Griffiths	Sp. Ed.
Ignacio, Almace	OT	Sp. Ed.
Juarez, Luke	Gallatin	Sp. Ed.
Kinne, Gisele	Nurse	SS
Kinney, Courtney	WHS	Sp. Ed.
Land, Andrea	Stauffer	Sp. Ed.
Landeros, Patricia	Carpenter	Clerical
Lara, Vanessa	Sussman	Sp. Ed.
Lopez Garica, Elizabeth	OT	Sp. Ed.
Lopez, Nancy	Doty	Sp. Ed.
Macias, Hismelda	RH	Clerical
Marilo, Christy	OT	Sp. Ed.
Marmolejo, Valerie	Lewis	Sp. Ed.
Martinez, Joanna	Ward	Sp. Ed.
Martinez, Lilia	Gallatin	Sp. Ed.
Mazzocchi, Irene	Price	Sp. Ed.
McKee, Luaura	Nurse	SS
Mendez, Rene	RH	Sp. Ed.
Mendez. Maria E	DHS	Sp. Ed.
Meza, Maria EB	Price	Sp. Ed.
Minchola, Rebeca	DHS	Sp. Ed.

Minnig, Janet	DUG	0 -
Morales, Alexia	DHS	Sp. Ed.
Nevarez, Jessica	WHS	Sp. Ed.
Nguyen, NA	Nurse	SS
Nocon, Gelli	OT Milliams	Sp. Ed.
Olivarez, Mira	Williams	Sp. Ed.
Orona, Nora	Alameda	Clerical
Pacheco, Lucy	WHS	Sp. Ed.
Padilla, Alfonso	Imperial	Sp. Ed.
	DHS	Sp. Ed.
Perez, Aurelia	DHS	Sp. Ed.
Perez, Evelyn	WHS	Sp. Ed.
Portillo Rivera, Karla	RH	Sp. Ed.
Pudlik, Aura	Lewis	Sp. Ed.
Rael, Diana	DHS	Sp. Ed.
Ramirez, Christina	Stauffer	Sp. Ed.
Ramirez, Esther	Price	Sp. Ed.
Ramirez, Nataly	Lewis	Clerical
Ramos, Ariel	RH	Sp. Ed.
Robinson, Darryl	Williams	Sp. Ed.
Rodriguez, Jeannette	Nurse	Sp. Ed.
Rodriguez, Karen	Williams	Sp. Ed.
Rojas, Adriana	Columbus	Sp. Ed.
Ruiz, Gabriela	Alameda	Clerical
Saavedra, Evelyn	DHS	Sp. Ed.
Saldamando, Lauren	Williams	Sp. Ed.
Sanchez, Kimberly	Health Tech	Sp. Ed.
Satela, Leilua	OT	Sp. Ed.
Torres, Ambernadette	Lewis	Sp. Ed.
Triggs, Mary	RH	Sp. Ed.
Valdez, Martha	Columbus	Clerical
Velasco, Evelyn	Griffiths	Clerical
Vidrio, Lorena	Alameda	Clerical
Villalobos, Armony	Doty	Clerical
Villanueva, Maria	WHS	Sp. Ed.

d.
d.
Ed.



II. 48. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-330 with Jeff Day to provide sports officials for middle school athletic events from July 8, 2021 through May 31, 2022.

**Supporting Documents** 



scan1323

# INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of July 8, 2021 , between the **Downey Unified School District** ("District") and Jeff Day ("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
	ASSIGNER	OF MIDDLE SCHOOL SPORTS

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.

INDEPENDENT CONTRACTOR AGREEMENT (NON-CONSTRUCTION SERVICES)
DOWNEY UNIFIED SCHOOL DISTRICT - Revised 5/12/21

PAGE 1

- 2. Term. Contractor shall commence providing Services under this Agreement on July 8 , 2021 , and shall continue through May 31 ,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 Thirty Thousand Dollars (\$30,000.00), 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. CaiSTRS/CaiPERS: If Services are performed by Contractor personnel who are retirees of CalSTRS or CaiPERS, 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 assum full responsibility for payment of all federal, state and local taxes or contributions including unemployment insurance, social security and income taxes with respect 'Contractor's employees.
- 7. Employment with Public Agency. Contractor, if an employee of another public agen agrees that Contractor will not receive salary or remuneration, other than vacation processes.

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

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: 08/20/2021	
District Representative's Name and Title:	Rani Bertsch, Director, Secondary Education
District Representative's Signature:	Bulea

#### 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, onicers, 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
- 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 Agreemen 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 amenda in writing, or this Agreement shall be terminated effective upon Contractor's receipt of

written termination notice from the District. If Contractor personnes and 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

AX: (562) 469-6515

MAIL: dpurseglove@dusd.net

## If to Contractor

Name: Jeff Day
ATTN: 4682 Warner Ave. C211

Huntington Beach, CA 92649
FAX:

EMAIL: Zeebraboss Caol, C

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 nust be accompanied by a courtesy copy sent via email.

**Issignment.** The obligations of the Contractor pursuant to this Agreement shall not be ssigned by the Contractor.

o Rights in Third Parties. This Agreement does not create any rights in, or inure to se benefit of, any third party except as expressly provided herein.

NDENT CONTRACTOR AGREEMENT (NON-CONSTRUCTION SERVICES)
Y UNIFIED SCHOOL DISTRICT - Revised 5/12/21

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Agreement No. 202122-330

- 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.
- !6.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.
- 7. 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.
- 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 nvalidated in any way.
- counterparts. This Agreement and all amendments and supplements to it may be xecuted in counterparts, and all counterparts together shall be construed as one ocument.
- e hereby incorporated herein by reference.

# SIGNATURES ON FOLLOWING PAGE

Agreement No. 202122-330

IN WITNESS WHEREOF, the Parties have below.	e executed this Agreement on the date indicated
DISTRICT:	CONTRACTOR:
Date: November 2, 2021	Date: 9/13/21
Downey Unified School District	Company: Jeff Day
	- Ott Kguf
SIGNATURE  Christina Aragon Associate Superintendent, Business	SIGNATURE
	Jeff Day PRINT NAME
Services	ASSIGNER OF MIDDLE SCHOOL SPORTS
	PRINT TITLE
Information regarding Contractor:	
Have you ever pald into or are you a retire	
	Title:
Address:	Email:
	Phone:
ount number to be charged: 01.0-00000.0-11	100-42000-5804-7492600
	•
Bertsch, Director, Secondary Education e and Title of site Administrator – Please pr	rint
o and file of size Administrator Fredse pr	( Rez
Strond	10-21-2021
ture	Date
ure of Program Director ONLY if using cate	egorical funds Date
ENDENT CONTRACTOR AGREEMENT (NON-CONSTRUCT	

# 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: 08/20/2021	
District Representative's Nar District Representative's Sign	me and Title: Rani Bertsch, Director, Secondary Education
	arties have <b>more than limited contact</b> with District ) during the Term of this Agreement:
[Attach and sign additional pages, a	as needed.]
no cost to District, have completed procedures established by the Bureau of Investigation ("FBI fingerprints reveal that none of	le Proprietor, all of the Contractor Parties noted above, at ted background checks and have been fingerprinted under California Department of Justice ("DOJ") and the Federal "), and the results of those background checks and these Contractor Parties have been arrested or convicted s defined by the California Penal Code; <b>OR</b>
agreed to allow the District to p as required by Education Code California Department of Justice of those background checks and	Proprietor, all of the Contractor Parties noted above have process and submit background checks and fingerprinting, section 42125.1(k), under procedures established by the and the Federal Bureau of Investigation, and the results difingerprints must reveal that Contractor and none of the been arrested or convicted of a serious or violent felony, all Code.
	icial, I am familiar with the facts herein certified, and am ertificate on behalf of the District.
Date:	
District Representation	ve's Name and Title:
District Representation	ve's Signature:
No Services shall commence until s	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.

7

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

END OF DOCUMENT

# 10/20/21

This certifies that all middle school sports officials that drive onto a campus in Downey assigned by me (2021-22 school year) will be notified they must show proof of insurance if asked for it to DUSD.

Jeff Day

Assignor of Sports Officials



II. 49. APPROVE revision to Service Options Attachment 1 to the Los Angeles County Office of Education Positive Behavior Interventions and Support (PBIS) Consulting and Training Services Contract #C-20849:21:22 for the 2021-22 school year.

# **Supporting Documents**



scan1324

# LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS) CONSULTING AND TRAINING SERVICES 2021-2022 SCHOOL YEAR Service Options Attachment 1

Positive Behavior Interventions and Supports (PBIS) is a multi-tiered system of supports (MTSS) for school sites to organize evidence based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for all students.

The premise of PBIS is that continual teaching, modeling, recognizing, and reinforcing of positive student behavior will reduce unnecessary discipline and promote a positive climate of greater productivity, safety, and learning. PBIS schools apply a multi-tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop school-wide, targeted, and individualized interventions and supports to improve school climate.

	TION (please type or print):	
Downey Unified	School District	
LACOE- ASSIGN	ED CONTRACT #: <u>C-20849-A1</u>	:21:22
SERVICE OPTIO	N to be added (please select Opt	tion A or B):
Multimedia Services	membership is available to LEA	Members with pricing based on a per student
formula by school sit	e and is the standard academic dis	counted pricing as reflected on your custom quote.
☐ A. Strands A th	rough I Trainings: Cost \$4,50	00.00 per school per year
	(type selected Training Strand	)
	(type number of schools partic	ipating)
<b>✓</b> B. Customized	Presentation: (A quote for cust	omized presentation will be provided as Attachment 2.
FISCAL YEAR CO	OVERED UNDER THIS ATTA	CHMENT: 2021-2022
Please provide a sc to provide current information about	staff list information so we ma	nool in the categories below. The role of this contact is y update accounts, coordinate workshops, distribute contract is for more than three schools, please
SCHOOL	CONTACT NAME	PHONE NUMBER EMAIL
NGELES COUNTY OFFICE	OF FOLICATION	1 of 3

Attachment 1

1.	MEMBER LIAISON: Please provide the name of LEA/ school-site person to who This person is often the contract's signatory, but may be a	m all <u>contract-related correspondence</u> is sent. designee.						
	Name: Jayro Roman							
	Title: Administrator, Student Services							
	Phone: 562/469-6562							
	Email: _jaroman@dusd.net							
	FAX:562/ 469-6597							
	Street Address: 11627 Brookshire Ave.							
	City, State, Zip: Downey, Ca. 90241							
Anth	orized School/District Administrator Signature	Date						
Auth	orized believi/ bistrict Administrator Signature	Date						
Terr	i Lyttaker, Controller	Date ROC 10/18/21						

1.

# LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS) CONSULTING AND TRAINING SERVICES 2021-2022 SCHOOL YEAR

Quote for Customized Presentation, Attachment 2

LACOE- ASSIGNED CONTRACT #:C-20849-A1:21:22

instructional minutes.	horts. With approxin	nately 8 trainings ou	itside of
Technical assistance, flex	xibility & correspond	ence between DUSI	D and LACOE
2. Breakdown of Fees and To	tal Cost		
\$_4,500.00 x 19 sites (1 site a	Iready		
paid for for a total of 20 school	l sites)		
\$			
TOTAL AMOUNT \$ 85,50	00.00		
3. LIST OF PARTICIPATING  Please provide a school site co	ontact for each LEA school	in the categories below. The	ne role of this contact is
Please provide a school site co provide current staff list inform about special opportunities, e separate list providing one	ontact for <u>each</u> LEA school nation so we may update ac etc. If this contract is f e contact per school site	in the categories below. The counts, coordinate workshoor more than three so	ops, distribute informat chools, please attacl
Please provide a school site co provide current staff list inform about special opportunities, e	ontact for <u>each</u> LEA school nation so we may update ac etc. <b>If this contract is f</b>	in the categories below. The counts, coordinate workshoor more than three so	ops, distribute informat
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Please provide a school site con provide current staff list information about special opportunities, eseparate list providing one SCHOOL  See Contact List	ontact for each LEA school nation so we may update acete. If this contract is for contact per school site	in the categories below. The counts, coordinate workshoor more than three so	ops, distribute informat chools, please attach EMAIL

ELEMENTARY/ C	CONTACT INFO (13)	MIDLE SCHOOL/ CONTACT INFO (4)	HIGH SCHOOL/ CONTACT INFO (3)
Alameda Chris Velasco cvelasco@dusd.net	Price Katherine Pavidis kpavidis@dusd.net	Doty Michael Guzik mguzik@dusd.net	Columbus/ Woodruff Academy/ Woodruff Jesus Alvarez: jalvarez@dusd.net
Carpenter Diana Verduzco dverduzco@dusd.net	Rio Hondo Michael Williams mwilliams@dusd.net	Griffiths Vanessa Bedolla vbedolla@dusd.net William Wharton wwharton@dusd.net	Downey Golden Fowler gfowler@dusd.net
Gauldin Jennifer Clausen jclausen@dusd.net	Rio San Gabriel  Diana Iswrai  diswari@dusd.net	Sussman Anita Arora aarora@dusd.net Mario Salceda msalceda@dusd.net	Warren Mark Schiavo Mschiavo@dusd.net
Gallatin Barak Stanley bstanley@dusd.net	Unsworth Kelley Rush-Becker krushbecker@dusd.net Garry Naval gnaval@dusd.net	Stauffer Erin Hanohano ehanohano@dusd.net Todd Koenig tokening@dusd.net	
Imperial Jennifer Clausen jclausen@dusd.net	Ward Karen Trejo ktrejo@dusd.net Alexandra Ruesga aruesga@dusd.net		
Lewis Andrea Larios alarios@dusd.net	Williams Caridad Calvo ccalvo@dusd.net Alexandra Ruesga aruesga@dusd.net		
Old River Tami Francis tfrancis@dusd.net			



II. 51. APPROVE 28 60-month leases with Xerox for the lease of 26 B8155 Alta Link multifunction printer/copiers at the monthly lease rate of \$203.57, with a cost-per-copy rate of \$0.005 per copy, and two C8155 Alta Link multifunction printer/copiers at the monthly lease rate of \$227.93, with a cost-per-copy rate of \$0.005 for black and white and \$0.05 for color copies, for use in various schools and offices, to be charged to the General Fund.

# **Supporting Documents**



Xerox Lease Schedules - Xerox Altalink B8155 and C8155 - Purchasing - D. Purseglove

45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



NOT Walk,	C1 06856						
Lease Agreement Number: Dealer Name: SoCal Office / MRC Smart Technologies							
			LESSEE INFORMATION				
Fuil Legal Na	Downey Unified S	School District	DBA				
Billing Addre	11627 Brookshire	e Avenue	City Do	owney	State CA	ZIP Code 90241-4999	
Phone 56	2-469-6531	Contact Name Darren Pursg	love dpu	all rsglove@dusd.ne	Lessee PO# (C	ptional)	
THE REAL PROPERTY.		THE STATE OF	EQUIPMENT	ARTON AND THE RESERVE		STORY OF THE STORY	
Quantity	Model and Description		Quantity	Model and Description			
1	Xerox AltaLink B81	55 with Office Finisher, 3 Hole Puncl	h				
Equipment L	ocation (if different from Billing Address)	Alamada Flamada Osbada 2010	Name 1 01 D				
		Alameda Elementary School - 66137					
		TERM, PAYMENT	AND PURCHASE OPTI	ON INFORMATION			
Term (in	Months): 60 plus the	interim Period, if any	Monthly Lease Payme	nt: \$ <b>\$203.57</b> plus a	applicable Taxes		
Down Pay	ment Received: \$	_					
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Print Name Christina Aragon Title (indicate P			Title (indicate President, Part	te President, Partner, Proprietor, etc.) Associate Superintendent			
19 T. P. S.		WINDS AND THE RESERVED	LESSOR ACCEPTANCE				
Accepted By	: Xerox Financial Services LLC	Name and Title			Date		
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45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE - Fair Market Value**



Norwalk, CT 06856						
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Downey Unified Sci	nool District	DBA				
11627 Brookshire A	venue	City Do	wney	State CA	ZIP Code <b>90241-4999</b>	
Phone <b>562-469-6531</b> Cor	Darren Pursglove	Contact Em	rsglove@dusd.	net Lessee PO# (Opti	ional)	
	EQU	IPMENT	· · · · · · · · · · · · · · · · · · ·	·	A. M. Santa	
Quantity Model and Description		Quantity	Model and Description			
1 Xerox AltaLink B8155 w	rith Office Finisher, 3 Hole Punch					
Equipment Location (if different from Billing Address)	penter Elementary School - 9439 Foster Ro	ad. Downey.	CA 90242			
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Term (in Months): 60 plus the inte	rim Period, if any Monthly	Lease Payme	nt: \$ <b>\$203.57</b> plu	us applicable Taxes		
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Authorized Signer X	OD Date C	ctober 1	5, 2021	95-6006586		
Christina Aragon	Title (indicat	e President, Parl	ner, Proprietor, etc.)	ociate Superintenden	nt	
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45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE - Fair Market Value**



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Downey Unified School	District	DBA			
11627 Brookshire Avenue			Downey		ZIP Code <b>90241-4999</b>
Phone <b>562-469-6531</b> Contact Nar	Darren Pursglove	Contact Ema	sglove@dusd.net	Lessee PO# (Op	tional)
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Quantity Model and Description		Quantity	Model and Description		
1 Xerox AltaLink B8155 with Offi	ce Finisher, 3 Hole Punch				
Equipment Location (if different from Billing Address) Columbus	High School - 12330 Woodruff Avenue	e, Downey, C	A 90242		
	TERM, PAYMENT AND PURC	HASE OPTION	ON INFORMATION		
Term (in Months): 60 plus the interim Pe	riod, if any Monthly L	ease Payme	nt: \$ <b>\$203.57</b> , plus applic	able Taxes	
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45 Glover Avenue Norwalk, CT 06856

# MASTER LEASE SCHEDULE - Fair Market Value



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Billing Addre	11627 Brookshire	Avenue	City Do	wney		State CA	ZIP Code <b>90241-4999</b>	
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Quantity	Model and Description		Quantity	Model and Description				
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Equipment I	Location (if different from Billing Address)	Columbus High School - 12330 Woodruf	f Avenue, Downey, C	A 90242				
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Accepted B	y: Xerox Financial Services LLC	Name and Title			Date			
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45 Glover Avenue Norwalk, CT 06856

# MASTER LEASE SCHEDULE - Fair Market Value



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Downey Unified S	School District	DBA	Harris Harry		
Billing Address 11627 Brookshire		City Do	wney	State CA	ZIP Code <b>90241-4999</b>
<sup>Phone</sup> <b>562-469-6531</b>	Darren Pursglove	e dpur	sglove@dusd.ne	Lessee PO# (Op	tional)
<b>经产品的基本的基本企业的证明</b>	是中国共產黨所有的基础的	EQUIPMENT			
Quantity Model and Description		Quantity	Model and Description		
1 Xerox AltaLink B81	55 with Office Finisher, 3 Hole Punch				
Equipment Location (if different from Billing Address)	Doty Middle School - 10301 Woodruff Av	renue, Downey, CA	90241		
	TERM, PAYMENT AND	PURCHASE OPTIC	ON INFORMATION		
Term (in Months): 60 plus the	interim Period, if any Mor	nthly Lease Payme	nt: \$ <b>\$203.57</b> plus a	pplicable Taxes	
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BY YOUR SIGNATURE BELOW, YOU ACK APPLICABLE TERMS AND CONDITIONS S			LLABLE LEASE AND THAT YO	OU HAVE READ AND AGREED	TO ALL
Authorized Signer X	NOCOLL Date	October 15	5, 2021	Federal Tax ID # (Required) 95-6006586	
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45 Glover Avenue Norwalk, CT 06856

### MASTER LEASE SCHEDULE - Fair Market Value



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Phone 56	62-469-6531	Contact Name Darren Pursg	love dpur	rsglove@duse	d.net	Lessee PO# (Op	tional)
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Quantity	Model and Description		Quantity	Model and Description			
1	Xerox AltaLink B8	155 with Office Finisher, 3 Hole Punch					
Equipment	Location (if different from Billing Address)	Dames High Cohool 44040 Decelet	A B 0	1 00044			
		Downey riight School - 11040 Brooksi			V. P. C.		
			AND PURCHASE OPTIC	THE RESERVE OF THE PARTY OF THE			
Term (in	Months): 60 plus the	e interim Period, if any	Monthly Lease Payme	nt: \$ \$203.57	plus applicable Taxes		
Down Pa	yment Received: \$						
Dunahaaa	Onting . Fair Market Makes						
Purchase	Option : Fair Market Value						
DV VOLUE			LESSEE ACCEPTANCE				A STATE OF THE STA
		KNOWLEDGE THAT YOU ARE ENTERING SET FORTH HEREIN AND ON PAGES 1		LLABLE LEASE AND T	HAT YOU HAVE READ	AND AGREED	TO ALL
Authorized		SET FORTH HEREIN AND ON PAGES I	Date		Federal Tax ID # (Rec	nuired)	
× () X	Wordsur	MOON	October 18	5, 2021	Federal Tax ID # (Rec 95–60	06586	
Print Name	Christina Aragan		Title (indicate President, Parti	ner, Proprietor, etc.)	anista Cuma	intondo.	
	Christina Aragon			ASS	sociate Super	rintendei	π
		<b>对于"发展"的"全国"的"发展"的"发展"的</b>	LESSOR ACCEPTANCE		CONTRACTOR OF STREET	for the bear	
Accepted B	y: Xerox Financial Services LLC	Name and Title			Date		
	HTW STANKING PERMIT		TERMS & CONDITIONS			TENANT DE LA	
			TERMIS & CONDITIONS	A THE WAY TO SEE THE SECOND			

45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE - Fair Market Value**



Norwalk, Cl 06856						
Lease Agreement Number:		Dealer N	lame: SoCal Office	/ MRC Smart Techr	nologies	
1. 出版是 F LUFE E E E E E	ALTONO DE LO DE DE LA COMP	SSEE INFORMATION	TO MANUFACTOR SERVICE		AND BUILDING	
Downey Unified	School District	DBA				
Billing Address 11627 Brookshire	e Avenue	City Do	wney		State CA	ZIP Code <b>90241-4999</b>
<sup>Phone</sup> 562-469-6531	Contact Name Darren Pursglo	ve dpui	sglove@duse	d.net	Lessee PO# (Opt	tional)
<b>"在道"。</b>		EQUIPMENT	AND DESCRIPTION		等無 監察性	
Quantity Model and Description		Quantity	Model and Description			
1 Xerox AltaLink B8	155 with Office Finisher, 3 Hole Punch					
Equipment Location (if different from Billing Address	Downey High School - 11040 Brookshire	e Avenue Downey Co	A 90241			
		ND PURCHASE OPTIC			W(1) 15 15 15 15	5 (4) 6 (1) 4 (5) (5)
Term (in Months): 60 plus the		1onthly Lease Payme		plus applicable Taxes		
Down Payment Received: \$						-
Purchase Option : Fair Market Value						
	International Section 1	ESSEE ACCEPTANCE				
BY YOUR SIGNATURE BELOW, YOU ACK APPLICABLE TERMS AND CONDITIONS			LLABLE LEASE AND T	HAT YOU HAVE READ	AND AGREED	TO ALL
Authorized Signer X	NOQON DI	October 1	5, 2021	Federal Tax ID # (Req 95-600	06586	
Christina Aragon	Т	itle (indicate President, Parti	ner, Proprietor, etc.)	sociate Super	intender	nt
English of the State of the Sta		ESSOR ACCEPTANCE		· · · · · · · · · · · · · · · · · · ·	THE REST	Y SALES SERVICE
Accepted By: Xerox Financial Services LLC	Name and Title	7 - 4-6		Date		
		DNAS & CONDITIONS		NAMES OF THE OWNER.	OTTO STATE OF	
		RMS & CONDITIONS		The state of the s		

45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



Norwalk	C1 06856							
Lease Agreement Number:				Dealer Name: SoCal Office / MRC Smart Technologies				
		<b>建造产业之后和该市场。400年</b>	LESSEE INFORMATION				Alexander Marian	
Full Legal Na	Downey Unified S	School District	DBA					
Billing Addre	11627 Brookshire	Avenue	City Do	wney	S	CA CA	ZIP Code <b>90241-4999</b>	
Phone 56	2-469-6531	Darren Pursgle	ove dpur	sglove@dusd.r	net	Lessee PO# (Opt	tional)	
A THE RES			EQUIPMENT		STATE OF STREET	1000	STATE OF STREET	
Quantity	Model and Description		Quantity	Model and Description				
1	Xerox AltaLink C815	55 with Office Finisher, 3 Hole Punch						
						***		
		: TO 1						
Equipment L	Location (if different from Billing Address)	Downey High School - 11040 Brookshi	ire Avenue Downey Co	N 00241				
			AND PURCHASE OPTIC	7.00				
Down Pay	Months): 60 plus the i	interim Period, if any –	Monthly Lease Payme	nt: \$ <b>\$227.93</b> plus	s applicable Taxes			
Turchase	option: Full Market Value		LESSEE ACCEPTANCE		AND SECTION			
		OWLEDGE THAT YOU ARE ENTERING T FORTH HEREIN AND ON PAGES 1	G INTO A NON-CANCE	LLABLE LEASE AND THA	T YOU HAVE READ AN	ND AGREED	TO ALL	
Authorized S	igne ON	1000M	October 15	5, 2021	95-600	6586		
Print Name Christina Aragon Title (indicate			Title (indicate President, Parti	ASSO	ciate Superir	ntendet		
			LESSOR ACCEPTANCE	THE RESERVE			THE WAR	
Accepted By	: Xerox Financial Services LLC	Name and Title			Date			
		The state of the s						
WEST T			TERMS & CONDITIONS			47. T. 144.	1975 TEN 65 P. O.E.	

45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



Norwalk,	C1 06856										
Lease Ag	reement Number:				Dealer Name: SoCal Office / MRC Smart Technologies						
				LESSEE INFO	RMATION	是加州安徽省法					
Full Legal Na	Downey Unified S	School Dist	rict		DBA						
Billing Addre	11627 Brookshire	Avenue			City Downey			State CA	ZIP Code 90241-4999		
Phone 56	2-469-6531	Contact Name Da	rren Pursg	love dpursglove@dusd.net			Lessee PO# (Op	tional)			
				EQUIPN	MENT	Park Carlotte		No. of Paris			
Quantity	Model and Description				Quantity	Model and Description					
1	Xerox AltaLink B81	55 with Office Finis	sher, 3 Hole Puncl	h							
						1 1 6 1					
Equipment L	Equipment Location (if different from Billing Address)  Gallatin Elementary School - 9513 Brookshire Avenue, Downey, CA 90240										
			TERM, PAYMENT	AND PURCH	ASE OPTIC	ON INFORMATION		DEPOSITOR OF THE PARTY OF THE P			
Term (in	Term (in Months): 60 plus the interim Period, if any Monthly Lease Payment: \$ \$203.57 plus applicable Taxes										
Down Pay	ment Received: \$	_									
Purchase	Option : Fair Market Value										
1				LESSEE ACC	EPTANCE						
	SIGNATURE BELOW, YOU ACK					LLABLE LEASE AND TH	AT YOU HAVE READ	AND AGREED	TO ALL		
	LE TERMS AND CONDITIONS S	ET FORTH HEREIN	AND ON PAGES 1		HE LEASE.						
Authorized S	* ( <b>  )</b>		)	Date Oct	tober 1	5, 2021	Federal Tax ID # (Re 95–60	06586			
Christina Aragon			Title (indicate Pi	Title (indicate President, Partner, Proprietor, etc.) Associate Superintendent							
14769		<b>可能性的现在</b>		LESSOR ACC	EPTANCE	THE PARTY NAMED IN		China i W	ABANCE THE THE		
Accepted By	: Xerox Financial Services LLC		Name and Title				Date				
A PARTY				TERMS & CO	NDITION	4.55 kg (5.8.7 kg)	<b>经验的管理</b>	715 8 H	学等 市份 医布洛耳		

45 Glover Avenue

# **MASTER LEASE SCHEDULE - Fair Market Value**



Norwalk, C1 06856										
Lease Agreement Number:		Dealer	Name: SoCal Office /	MRC Smart Technol	ogies					
	LESSEE I	NFORMATION								
Downey Unified	School District	DBA								
Billing Address 11627 Brookshire	e Avenue	City Do	City Downey			ZIP Code <b>90241-4999</b>				
<sup>Phone</sup> <b>562-469-6531</b>	Phone 562-469-6531 Contact Name Darren Pursglove		dpursglove@dusd.net			ional)				
(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	EQ	UIPMENT								
Quantity Model and Description		Quantity	Model and Description							
1 Xerox AltaLink B8	155 with Office Finisher, 3 Hole Punch									
Equipment Location (if different from Billing Address	Equipment Location (if different from Billing Address)  Gauldin Elementary School - 9724 Spry Street, Downey, CA 90240									
TERM, PAYMENT AND PURCHASE OPTION INFORMATION										
	60									
Down Payment Received: \$						1				
Purchase Option: Fair Market Value										
	LESSEE	ACCEPTANCE			State of Sta					
	KNOWLEDGE THAT YOU ARE ENTERING INTO SET FORTH HEREIN AND ON PAGES 1 AND 2 (		ELLABLE LEASE AND THA	AT YOU HAVE READ AN	ND AGREED	TO ALL				
Authorized Signer X	Date Date	October 1	5, 2021	Federal Tax ID # (Require 95–6006	6586					
Print Name Christina Aragon	Title (indi	cate President, Par	Associate S uperintendent							
(1) 1 (1) (1) (1) (1) (1) (1) (1) (1) (1	LESSOR	ACCEPTANCE								
Accepted By: Xerox Financial Services LLC	Name and Title			Date						
	TERMS	& CONDITION	5		The state of the s					
	TEMMS.	2-0011011			opposite the same	CONTRACTOR OF STATE				

45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



Lana Amazana Alumahan		D. I. N O.O.I.Off/MDO.OIT. I I I.								
Lease Agreement Number:		Dealer Name: SoCal Office / MRC Smart Technologies								
Full Legal Name		VFORMATION DBA	THE REPORT OF THE		· 元告的作品。这分类					
Downey Unified S	chool District	DDA								
11627 Brookshire	Avenue	City Downey		State CA	ZIP Code 90241-4999					
Phone <b>562-469-6531</b>	Darren Pursglove	love dpursglove@dusd.net		net Lessee PO	Lessee PO# (Optional)					
	EQU	JIPMENT		37年4月14年17月1	MINSTER AND STATE					
Quantity Model and Description		Quantity	Model and Description							
1 Xerox AltaLink B815	5 with Office Finisher, 3 Hole Punch									
Equipment Location (if different from Billing Address)  Griffiths Middle School - 9633 Tweedy Lane, Downey, CA 90240										
TERM, PAYMENT AND PURCHASE OPTION INFORMATION										
Term (in Months): 60 plus the interim Period, if any Monthly Lease Payment: \$ \$203.57 plus applicable Taxes										
Down Payment Received: \$	•									
Purchase Option : Fair Market Value					المنظليات الما					
	LESSEE .	ACCEPTANCE	(Assert Market Street							
BY YOUR SIGNATURE BELOW, YOU ACKNO	OWLEDGE THAT YOU ARE ENTERING INTO	A NON-CANCI	LLABLE LEASE AND THA	T YOU HAVE READ AND AGR	EED TO ALL					
APPLICABLE TERMS AND CONDITIONS SET	T FORTH HEREIN AND ON PAGES 1 AND 2 O	F THE LEASE.								
Authorized Signer X	Date	October 1	5, 2021	95-600658	6					
Print Name Christina Aragon Title (indi			licate President, Partner, Proprietor, etc.) Associate Superintendent							
CHIEF ALSE SEE SEE SEE	LESSOR	ACCEPTANCE	<b>不是你不是你的</b>	VALUE OF STREET						
Accepted By: Xerox Financial Services LLC	Name and Title			Date						
	TERMS	& CONDITION		Name of the State	CENER MANAGEMENT					
	I ERIVIS &	CONDITION								

45 Glover Avenue Norwalk, CT 06856

# MASTER LEASE SCHEDULE - Fair Market Value



Norwalk	C, C1 06856						
Lease A	greement Number:		Dealer N	Vame: SoCal Office	/ MRC Smart Tech	nologies	Bear boll
			LESSEE INFORMATION				
Full Legal N	Downey Unified	School District	DBA				
Billing Addr	11627 Brookshire	e Avenue	City Do	wney		State CA	ZIP Code <b>90241-4999</b>
Phone 56	62-469-6531	Contact Name Darren Purso	love dpui	rsglove@dusc	Lessee PO# (Opt	tional)	
10			EQUIPMENT				A TALL SHAPE OF THE SAME
Quantity	Model and Description		Quantity	Model and Description			
1	Xerox AltaLink B8	155 with Office Finisher, 3 Hole Punc	h				
Equipment	Location (if different from Billing Address)	Imperial Elementary School - 8	133 Imperial Highway Do	wnev CA 90242			
	WELL STANTAGE SEPTEMBER		T AND PURCHASE OPTION		S. C. Lett. Comments of the		
Down Pa	Months): 60 plus the syment Received: \$	e interim Period, if any 	Monthly Lease Payme	nt: \$ <b>\$203.57</b>	olus applicable Taxes		
		Market State of the Control of the C	LESSEE ACCEPTANCE	ELLES TRANSPORT			Mark to the said
		NOWLEDGE THAT YOU ARE ENTER	ING INTO A NON-CANCE	LLABLE LEASE AND T	HAT YOU HAVE READ	AND AGREED	TO ALL
Authorized X	Signer (	Mosow	October 1	5, 2021	Federal Tax ID # (Red 95-60)	06586	
Print Name	Christina Aragon	0	Title (indicate President, Part	ner, Proprietor, etc.)	ociate Super	rintender	nt
			LESSOR ACCEPTANCE	DESCRIPTION OF STREET	riya fa Amaindia		
Accepted B	y: Xerox Financial Services LLC	Name and Title			Date		
THE WAY IN	CARL CARL CARLES TO		TERMS & CONDITIONS				A SECTION OF THE
			THE RESERVE THE PARTY OF THE PA				

45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



Doal	Dealer Name: SeCal Office / MDC Smort Technologies									
		RC Smart Technologies								
DBA	ON	of the Palace In the Palace III								
City	Downey	State CA	ZIP Code <b>90241-4999</b>							
rsglove d	ursglove@dusd.n	et Lessee PO# (Opt	ional)							
EQUIPMENT			A STATE OF THE PARTY OF THE PAR							
	/ Model and Description									
Punch										
Equipment Location (if different from Billing Address)										
TERM, PAYMENT AND PURCHASE OPTION INFORMATION										
Monthly Lease Page	ment: \$ <b>\$203.57</b> plus	applicable Taxes								
LESSEE ACCEPTAN	CE									
		YOU HAVE READ AND AGREED	TO ALL							
Date Octobe	15, 2021	95-6006586								
Title (indicate President	tle (indicate President, Partner, Proprietor, etc.) Associate Superintendent									
	CE		<b>第一张图图图图</b>							
		Date								
TERMS & CONDITI	ONS	TO THE PARTY OF TH								
	LESSEE INFORMATION  City  Contact  dp  EQUIPMENT  Quantity  Punch  MENT AND PURCHASE OP  Monthly Lease Payl  LESSEE ACCEPTAN  TERING INTO A NON-CAN  GES 1 AND 2 OF THE LEAS  Date  October  Title (indicate President, I	City Downey  Teglove Contact Email dpursglove@dusd.no  EQUIPMENT Quantity Model and Description  Punch Quantity Model and Description  MENT AND PURCHASE OPTION INFORMATION  Monthly Lease Payment: \$ \$203.57 plus  LESSEE ACCEPTANCE TERING INTO A NON-CANCELLABLE LEASE AND THAT GES 1 AND 2 OF THE LEASE.  Date October 15, 2021  Title (indicate President, Partner, Proprietor, etc.)  ASSOC LESSOR ACCEPTANCE	City Downey Contact Email dpursglove@dusd.net  EQUIPMENT Quantity Model and Description  Punch  MENT AND PURCHASE OPTION INFORMATION Monthly Lease Payment: \$ \$203.57 plus applicable Taxes  LESSEE ACCEPTANCE TERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED GES 1 AND 2 OF THE LEASE.  Date October 15, 2021  Federal Tax ID # (Required) 95-6006586  Title (indicate President, Partner, Proprietor, etc.) Associate Superintender  LESSOR ACCEPTANCE							

45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE - Fair Market Value**



Norwalk,	CT 06856										
Lease Ag	reement Number:		Dealer N	lame: SoCal Office / MI	RC Smart Technologies						
	The state of the state of	<b>可以通过的基础的</b>	LESSEE INFORMATION		THE RESERVE TAKEN						
Full Legal Na	Downey Unified	School District	DBA								
Billing Addre	11627 Brookshire	Avenue	City Do	wney	State CA	ZIP Code <b>90241-4999</b>					
Phone 56	2-469-6531	Contact Name Darren Pursg	love Contact Ema	sglove@dusd.ne	Lessee PO# (	Optional)					
		A STATE OF THE PARTY OF THE PAR	EQUIPMENT								
Quantity	Model and Description		Quantity	Model and Description							
1	Xerox AltaLink B81	55 with Office Finisher, 3 Hole Punch	n								
				Maria la							
Equipment L	Equipment Location (if different from Billing Address)  Lewis Elementary School - 13220 Bellflower Blvd., Downey, CA 90242										
215275	SERVED BY BUT										
•	TERM, PAYMENT AND PURCHASE OPTION INFORMATION  Term (in Months): 60 plus the interim Period, if any Monthly Lease Payment: \$ \$203.57 plus applicable Taxes  Down Payment Received: \$										
·	Option : Fair Market Value	_									
			LESSEE ACCEPTANCE	TO MARK SHAPE OF THE SAME	The state of the s						
		NOWLEDGE THAT YOU ARE ENTERI ET FORTH HEREIN AND ON PAGES 1		LLABLE LEASE AND THAT	YOU HAVE READ AND AGRE	ED TO ALL					
Authorized S	igner (	MODON	October 15	5, 2021	Federal Tax ID # (Required) 95–6006586	5					
Print Name	Christina Aragon	0	Title (indicate President, Parti	e (Indicate President, Partner, Proprietor, etc.) Associate Superintendent							
		<b>企业的企业的</b>	LESSOR ACCEPTANCE	AND DESCRIPTION	· 表现在1000年的						
Accepted By	: Xerox Financial Services LLC	Name and Title			Date						
E PAREN	National Control	CONTRACTOR OF THE PARTY OF THE	TERMS & CONDITIONS	- The state of the		- C- 10/2/2000 - C- VA					
12 Th						the state of the s					

45 Glover Avenue

# **MASTER LEASE SCHEDULE – Fair Market Value**



Norwalk	, C1 06856									
Lease Ag	greement Number:		Dealer I	Dealer Name: SoCal Office / MRC Smart Technologies						
	HARDER STANKING	到 为对是是对外的一个特定。	LESSEE INFORMATION	AND PROPERTY OF STREET						
Full Legal Na	Downey Unified	School District	DBA							
Billing Addre	11627 Brookshire	e Avenue	City Do	wney	State CA	ZIP Code <b>90241-4999</b>				
Phone 56	2-469-6531	Contact Name Darren Pursg	love dpu	Ove Contact Email Lessee PO# (Option dpursglove@dusd.net						
-		大学的《 PR 40 PR 10 PR	EQUIPMENT	A THE PARTY OF THE						
Quantity	Model and Description		Quantity	Model and Description						
1	Xerox AltaLink B8	155 with Office Finisher, 3 Hole Puncl	h							
Equipment l	Equipment Location (if different from Billing Address)  Lewis Elementary School - 13220 Bellflower Blvd., Downey, CA 90242									
TERM, PAYMENT AND PURCHASE OPTION INFORMATION										
Term (in	Term (in Months): 60 plus the interim Period, if any Monthly Lease Payment: \$ \$203.57 plus applicable Taxes									
Down Pa	yment Received: \$	_								
Purchase	Option : Fair Market Value									
STATE OF			LESSEE ACCEPTANCE							
		NOWLEDGE THAT YOU ARE ENTERING SET FORTH HEREIN AND ON PAGES 1		LLABLE LEASE AND THAT YOU	HAVE READ AND AGREED	TO ALL				
Authorized S	Signer	MOON	October 1	5, 2021	eral Tax ID # (Required) 95-6006586					
Print Name	Christina Aragon		Title (indicate President, Partner, Proprietor, etc.)  Associate Superintendent							
		<b>经济域,改革的经行政。</b> 15年前	LESSOR ACCEPTANCE		是"美国专业"的					
Accepted B	y: Xerox Financial Services LLC	Name and Title			Date					
TENTON.		Carolina Dan Carolina	TERMS & CONDITION							
7			TEMMIS & CONDITION	A CONTRACTOR STATE OF THE STATE						

45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE - Fair Market Value**



Norwalk, CT 06856					
Lease Agreement Number:		Dealer N	lame: SoCal Office / M	RC Smart Technologies	
	PER	SSEE INFORMATION	· 图 · 图 · 图 · 图 · 图 · 图 · 图 · 图 · 图 · 图		至4000000000000000000000000000000000000
Downey Unified	School District	DBA			
Billing Address 11627 Brookshi	re Avenue	City Do	wney	State CA	ZIP Code 90241-4999
<sup>Phone</sup> 562-469-6531	Contact Name Darren Pursglov	ve dpui	sglove@dusd.n	et Lessee PO# (O	ptional)
· 产生的 关系是一方式多数。由于1000年1000年1000	THE RESIDENCE OF THE SECONDARY	EQUIPMENT			
Quantity Model and Description		Quantity	Model and Description		
1 Xerox AltaLink B	8155 with Office Finisher, 3 Hole Punch				11 42 Ok
Equipment Location (if different from Billing Addre	(2)	04.0	- 1 D		
	Old River Elementary School - 11995				
	TERM, PAYMENT AN	ND PURCHASE OPTIC	ON INFORMATION		
Term (in Months): 60 plus t	he interim Period if any	onthly Lease Payme	nt: \$ <b>\$203.57</b> , plus	applicable Tayes	
reim (iii wonths) plus t	ine interim Period, if any	iontiny tease rayine	nt. 5 pius	applicable raxes	4,777
Down Payment Received: \$					2.74
bown rayment neceived. \$					
Purchase Option: Fair Market Value					
	A POLICE AND THE RESIDENCE LEGISLATION OF THE PARTY OF TH	ESSEE ACCEPTANCE			THE RESIDENCE OF THE PARTY OF T
BY YOUR SIGNATURE BELOW, YOU AG	CKNOWLEDGE THAT YOU ARE ENTERING	INTO A NON-CANCE	LLABLE LEASE AND THAT	YOU HAVE READ AND AGREE	O TO ALL
	S SET FORTH HEREIN AND ON PAGES 1 AN				
Authorized Signer	Da			Federal Tax ID # (Required)	
x Christian	L CANDOON	October 1	5, 2021	Pederal Tax ID # (Required) 95–6006586	
Print Name	Tit	tle (indicate President, Part	ner, Proprietor, etc.)		
Christina Aragon			Assoc	iate Superintende	nt
5000 中国中国人工工作中国的工作中国的工作		ESSOR ACCEPTANCE	THE THE PARTY OF THE	THE RESERVE OF STREET	
Accepted By: Xerox Financial Services LLC	Name and Title			Date	The second second
				1	
				Variable and the contract of	
	I Ship India Party (1984) I TE	RMS & CONDITIONS		Market Market No.	

45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE - Fair Market Value**



Lease Agreement Number	·		Dealer Name: SoCal Office / MRC Smart Technologies					
TO THE PERSON NAME OF	STATE NAME OF COMME	LESSEI	E INFORMATION			Marile Mari		
Pull Legal Name Downey L	Inified School Dis	trict	DBA					
Billing Address 11627 Bro	okshire Avenue		City Do	wney		State CA	ZIP Code <b>90241-4999</b>	
Phone <b>562-469-6531</b>	Contact Name Da	rren Pursglove	love contact Email dpursglove@dusd.net		Lessee PO# (Op	tional)		
A SECTION AND ADDRESS.	CONTRACTOR OF STREET	E CONTRACTOR OF THE	QUIPMENT	AND ACCOUNT	SALE OF REAL PROPERTY.		SHED DEE	
Quantity Model and Description			Quantity	Model and Description			V - V	
1 Xerox /	AltaLink B8155 with Office Fini	sher, 3 Hole Punch						
Equipment Location (if different from I	Billing Address) Price Element	tary School - 9525 Tweedy	Lane, Downey,	CA 90242			Market Hall	
		TERM, PAYMENT AND F	PURCHASE OPTION	ON INFORMATION				
Term (in Months): 60	plus the interim Period, if	any Mont	hly Lease Payme	ent: \$ <b>\$203.57</b>	plus applicable Taxes			
Down Payment Received: \$								
Purchase Option : Fair Marke	et Value							
TAR AVERAGE CAN		LESSE	E ACCEPTANCE		PARTY STATE		W. N. Carlotte, March	
BY YOUR SIGNATURE BELOW	, YOU ACKNOWLEDGE THAT	YOU ARE ENTERING INT	O A NON-CANCE	LLABLE LEASE AND T	HAT YOU HAVE READ	AND AGREED	TO ALL	
APPLICABLE TERMS AND CO	NDITIONS SET FORTH HEREIN	AND ON PAGES 1 AND 2	OF THE LEASE.					
Authorized Signer X	a Chasan	Date	October 1	5, 2021	95-60	06586		
Print Name Christina Ar	Title (in	Title (Indicate President, Partner, Proprietor, etc.) Associate Superintendent						
	At the season of the season of	LESSO	OR ACCEPTANCE	AND SHOULD BE WELL	STATE OF THE STATE OF			
Accepted By: Xerox Financial Se	rvices LLC	Name and Title			Date			
		TERM:	s & CONDITION	S	The second second	15.013 ±1	A SECTION OF THE WAY	
		100000000000000000000000000000000000000		The state of the s				

45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



Norwalk,	, CT 06856								
Lease Ag	greement Number:		Dealer N	lame: SoCal Office / MRC Sma	art Technologies				
THE PARTY OF		Area State Street Land	LESSEE INFORMATION		Service of the servic				
Full Legal Na	Downey Unified S	School District	DBA						
Billing Addre	11627 Brookshire	Avenue	City Do	wney	State CA	ZIP Code 90241-4999			
Phone 56	2-469-6531	Darren Pursg	love dpui	sglove@dusd.net	Lessee PO# (Op	tional)			
	A CANAL DEPOSIT OF THE		EQUIPMENT	AND DESCRIPTION OF THE PARTY OF					
Quantity	Model and Description		Quantity	Model and Description					
1	Xerox AltaLink C815	5 with Office Finisher, 3 Hole Punch	h						
Equipment L	ocation (if different from Billing Address)								
A STATE OF THE PARTY OF THE PAR	CANNER OF SECTION	TERM DAYMENT	AND DURCHASE ODTIC	ON INFORMATION	The state of the state of				
	TERM, PAYMENT AND PURCHASE OPTION INFORMATION  Term (in Months): 60 plus the interim Period, if any Monthly Lease Payment: \$ \$227.93 plus applicable Taxes  Down Payment Received: \$								
Purchase	Option: Fair Market Value								
			LESSEE ACCEPTANCE		A TOTAL STATE	KALIFFAN SELVER			
APPLICA	BLE TERMS AND CONDITIONS SE	OWLEDGE THAT YOU ARE ENTERI T FORTH HEREIN AND ON PAGES 1	NG INTO A NON-CANCE			TO ALL			
Authorized S	Mustum O	Nacon	October 1	5, 2021 Federal 9	5-6006586				
Print Name	Christina Aragon	S	Title (indicate President, Partner, Proprietor, etc.) Associate Superintendent						
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45 Glover Avenue

# **MASTER LEASE SCHEDULE – Fair Market Value**



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Full Legal Na	Downey Unified	School Dist	trict		DBA				
Billing Addre	11627 Brookshire	Avenue			City Do	wney		State CA	ZIP Code <b>90241-4999</b>
Phone 56	2-469-6531	Contact Name Da	rren Pursg	love	ove dpursglove@dusd.net			Lessee PO# (Op	tional)
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Equipment L	ocation (if different from Billing Address)	Rio Hondo Ele	ementary School -	7731 Muller S	treet, Down	ney, CA 90241			
			TERM, PAYMENT	AND PURCH	IASE OPTIC	ON INFORMATION			
Term (in	Months): 60 plus the	interim Period, if	any	Monthly Lea	ase Payme	nt: \$ <b>\$203.57</b> plu	us applicable Taxes		
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Print Name Christina Aragon				Title (indicate P	resident, Parti	ner, Proprietor, etc.)	ociate Supe	rintender	nt
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45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE - Fair Market Value**



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Full Legal Nam	Downey Unified S	School District	DBA							
Billing Address	11627 Brookshire	Avenue	City	City Downey		State CA	ZIP Code 90241-4999			
Phone 562	2-469-6531	Darren Purso	glove di	Email Ursglo	ve@dusd.net	Lessee PO# (Op	Lessee PO# (Optional)			
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	No Sall Gabier Elementary School - 9556 Goulant Street, Downley, CA 90241									
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Authorized Sig	ner		Date Octobe	15, 20	21 Federa	Tax ID # (Required) 5-6006586				
Print Name										
Print Name C	Christina Aragon	$\circ$	litle (indicate President	te President, Partner, Proprietor, etc.) Associate Superintendent						
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45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



Norwalk, CT 06856									
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Full Legal Name Downe	y Unified (	School District	DBA						
11627 Brookshire Avenue				City Downey			ZIP Code 90241-4999		
Phone 562-469-65	31	Contact Name Darren Purso	love dpu	love dpursglove@dusd.net			tional)		
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Quantity Model and Descri	ption		Quantity	Model and Description					
1 Xe	rox AltaLink B81	55 with Office Finisher, 3 Hole Punc	h						
Equipment Location (if different	from Billing Address)	Stauffer Middle School - 11985 C	Old River School Road F	lowney CA 90242			· · · · · · · · · · · · · · · · · · ·		
			T AND PURCHASE OPT						
Term (in Months): 60	plus the	interim Period, if any	Monthly Lease Paym	ent: \$ <b>\$203.57</b>	plus applicable Taxes				
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Print Name Christina Aragon Title (indicat			Title (indicate President, Pa	Associate Superintendent					
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45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE - Fair Market Value**



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11627 Brookshire Avenue			City Do	City Downey			ZIP Code <b>90241-4999</b>			
Phone 562-469-6531 Contact Name Darren Pursg			love dpur	rsglove@dusd.	net	Lessee PO# (Opt	tional)			
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Quantity	Model and Description		Quantity	Model and Description						
1	Xerox AltaLink B81	55 with Office Finisher, 3 Hole Punc	h							
Equipment L	ocation (if different from Billing Address)	Sussman Middle School - 12500	Birchdale Avenue, Down	ey, CA 90242						
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Term (in	Months): 60 plus the	interim Period, if any	Monthly Lease Payme	nt: \$ <b>\$203.57</b> plu	ıs applicable Taxes					
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Print Name Christina Aragon			Title (indicate President, Part	(indicate President, Partner, Proprietor, etc.) Associate Superintendent						
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45 Glover Avenue

# MASTER LEASE SCHEDULE - Fair Market Value



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Quantity Model and Description		Quantity	Model and Description					
1 Xerox AltaLink B8155 with Office F	Finisher, 3 Hole Punch							
Equipment Location (if different from Billing Address) Unsworth E	lementary School - 9001 Lindsey	Avenue, Do	vney, CA 90242					
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Term (in Months): 60 plus the interim Period, if any Monthly Lease Payment: \$ \$203.57 plus applicable Taxes								
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45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



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Downey Unific	ed School District	DBA					
Billing Address 11627 Brooks	hire Avenue	City Downey			State CA	ZIP Code 90241-4999	
<sup>Phone</sup> 562-469-6531	Contact Name Darren Pursg	love dpui	ove Contact Email dpursglove@dusd.net			ional)	
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Quantity Model and Description		Quantity	Model and Description				
1 Xerox AltaLin	k B8155 with Office Finisher, 3 Hole Punch	h					
Equipment Location (if different from Billing Ad	ddress) Ward Elementary School - 8851 A	Adoree Street, Downey,	CA 90242				
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Term (in Months): 60 plu  Down Payment Received: \$	us the interim Period, if any	Monthly Lease Payme	nt: \$ <b>\$203.57</b> pl	lus applicable Taxes			
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Christina Arago	Title (indicate President, Part	indicate President, Partner, Proprietor, etc.) Associate Superintendent					
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45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



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Downey Unified School Dist	trict							
11627 Brookshire Avenue			wney		State CA	ZIP Code 90241-4999		
562-469-6531 Contact Name Da	rren Pursglove	Contact Ema	sglove@dusd.ne	et	Lessee PO# (Opt	tional)		
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Quantity Model and Description		Quantity	Model and Description					
1 Xerox AltaLink B8155 with Office Fini	sher, 3 Hole Punch							
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Equipment Location (if different from Billing Address) Warren High	School (College & Career) - 814	41 Del Palma	Street, Downey, CA 9024	1				
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Term (in Months): 60 plus the interim Period, if	any Monthly Le	ease Payme	nt: \$ <b>\$203.57</b> plus a	applicable Taxes				
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Authorized Signer	Date			Federal Tax ID # (Required	uired)			
x Christiano I moso		ctober 1	5, 2021	95-600	16586			
Print Name Christina Aragon	President, Partner, Proprietor, etc.) Associate Superintendent							
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45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



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Downey Unified	School District	DBA					
Billing Address 11627 Brookshi	re Avenue	City Downey			State CA	ZIP Code <b>90241-4999</b>	
<sup>Phone</sup> 562-469-6531	Contact Name Darren Pursglove	ove dpursglove@dusd.net			Lessee PO# (Opt	ional)	
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Quantity Model and Description		Quantity	Model and Description				
1 Xerox AltaLink B	88155 with Office Finisher, 3 Hole Punch						
Equipment Location (if different from Billing Addre	Warren High School - 8141 Del Palma S	Street, Downey (	CA 90241				
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Term (in Months): 60 plus t	he interim Period, if any Month	nly Lease Payme	nt: \$ <b>\$203.57</b>	plus applicable Ta ر	xes		
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Christina Aragon	Title (inc	Title (Indicate President, Partner, Proprietor, etc.) Associate Superintendent					
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45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



Lease Agreement Number:				Dealer Name: SoCal Office / MRC Smart Technologies					
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11627 Brookshire Avenue			City Do	City Downey			ZIP Code <b>90241-4999</b>		
Phone 562-469-6531 Contact Name Darren Pursgl			Contact Em	rsglove@dus	d.net	Lessee PO# (Op	tional)		
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Quantity	Model and Description		Quantity	Model and Description					
1	Xerox AltaLink B8155 with C	Office Finisher, 3 Hole Punch							
Equipment L	ocation (if different from Billing Address) Wa	rren High School (Guidance Office)	- 8141 Del Palma	Street, Downey, CA	90241				
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Term (in	Months): 60 plus the interim	Period, if any Mont	hly Lease Payme	ent: \$ <b>\$203.57</b>	plus applicable Taxes				
Down Pay	ment Received: \$								
Purchase	Option: Fair Market Value								
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Authorized Signer  X October 15, 2021  Federa					Federal Tax ID # (Rec 95–60)	Tax ID # (Required) 5-6006586			
Print Name Christina Aragon Title (Indicate			ndicate President, Pari	cate President, Partner, Proprietor, etc.) Associate Superintendent					
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45 Glover Avenue Norwalk, CT 06856

# **MASTER LEASE SCHEDULE – Fair Market Value**



Lease Agreement Number:		Dealer Name: SoCal Office / MRC Smart Technologies					
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Downey Unified School D	District	DBA					
11627 Brookshire Avenue	)	City Downey			State CA	ZIP Code 90241-4999	
Phone 562-469-6531 Contact Name	Darren Pursglove	Contact Em	rsglove@dusd	.net	Lessee PO# (Op	tional)	
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Quantity Model and Description		Quantity	Model and Description				
1 Xerox AltaLink B8155 with Office	Finisher, 3 Hole Punch						
Equipment Location (if different from Billing Address) Williams	Elementary School - 7530 Arnett S	treet, Downe	y, CA 90242		white E		
	TERM, PAYMENT AND PUR	CHASE OPTI	ON INFORMATION			COLUMN THE REAL PROPERTY.	
Term (in Months): 60 plus the interim Period	d, if any Monthly	Lease Payme	ent: \$ <b>\$203.57</b> , pl	us applicable Taxes	3		
Down Payment Received: \$							
Purchase Option: Fair Market Value							
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Christina Aragon	Title (indica	Title (Indicate President, Partner, Proprietor, etc.) Associate Superintendent					
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Accepted By: Xerox Financial Services LLC	Name and Title			Date			
	TERMS &	CONDITION				TOWN R DESCRIPTION	



II. 52. AUTHORIZE the advertisement for Bid #21/22-09, Columbus High School Welding Project - General Construction, to be charged to Measure O Bond Funds.

# **Supporting Documents**



Board Authorization to Advertise for Bid 2122-09 - Columbus HS Welding Project - Gen Const

# DOWNEY UNIFIED SCHOOL DISTRICT

# **Business Services**

DATE: November 2, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: WELDING PROGRAM AT COLUMBUS HIGH SCHOOL - GENERAL

CONSTRUCTION

# **ACTION ITEM**

Board of Education authorization is requested to advertise for bids for the general construction phase of the Columbus High School Welding Program.

The scope of work for this project includes selective demolition work, exterior site preparation and electrical work necessary to build out the new program.

The cost associated with this project is estimated at \$250,000.00.

# SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #21/22-09, Columbus High School Welding Project – General Construction, to be charged to Measure O Bond Funds.



II. 53. CANCEL Bid #21/22-06, Columbus High School Welding Project Phase One; and AUTHORIZE the advertisement for Bid #21/22-10, Columbus High School Welding Project - Electrical Work, to be charged to Measure O Bond Funds.

**Supporting Documents** 



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#### **Business Services**

DATE:

November 2, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: WELDING PROGRAM AT COLUMBUS HIGH SCHOOL

### **ACTION ITEM**

Board of Education authorization is requested to cancel Bid #21/22-06 for the first phase of the Columbus High School Welding Program, which received Board approval to advertise at the meeting of July 15, 2021.

Six Bidders received bids and attended the job walk held on September 10, 2021. However, due to the current state of the economy as a result of the pandemic and limitations to the availability of certain supplies and materials, as well as the strict timeframe of the project, none of the bidders responded by the 10:00 am deadline on October 15th, 2021.

The District will re-evaluate the bid scope re-bid the project under a new bid number and name.

## SUPERINTENDENT'S RECOMMENDATION:

CANCEL Bid #21/22-06, Columbus High School Welding Project Phase One, and:

AUTHORIZE the advertisement for Bid #21/22-10, Columbus High School Welding Project - Electrical Work, to be charged to Measure O Bond Funds.



II. 54. APPROVE Change Order #1 to Purchase Order PO2W-22\*150, Construction Management Services for the Sussman Middle School Modernization/New Construction Project, with Rachlin Partners, Culver City, to change the completion date from September 30, 2021 to December 31, 2021, and to increase the cost associated with this change by \$90,809.00, to be charged to the Measure O Bond Fund.

## **Supporting Documents**



Change Order #1 - Rachlin Partners - PO2W-22-150 - Cm Services for Sussman MS Mod-New Con.

#### **Business Services**

DATE: November 2, 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: CONSTRUCTION MANAGEMENT SERVICES FOR MODERNIZATION/

NEW CONSTRUCTION AT SUSSMAN MIDDLE SCHOOL

## **ACTION ITEM**

Board of Education approval is requested for Change Order #1 to Purchase Order PO2W-22\*150 for construction management services related to the modernization and new construction work being performed at Sussman Middle School.

The above change extends the date of the services provided on the project from September 30, 2021 to December 31, 2021 and increases the cost of the services from \$91,809.00 to \$183,618.00. This change does not alter the scope of work or the total costs associated with the construction portion of the project.

### SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order PO2W-22\*150, Construction Management Services for the Sussman Middle School Modernization/New Construction Project, with Rachlin Partners, Culver City, to change the completion date from September 30, 2021 to December 31, 2021, and to increase the cost associated with this change by \$90,809.00, to be charged to the Measure O Bond Fund.



II. 55. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-158 (Purchase Order #PO2W-22\*361) for paving and striping work at the Pace Education Center with Century Paving, Inc., La Mirada, in the increased amount of \$3,000.00, to be charged to Capital Outlay Funds.

# **Supporting Documents**



Change Order #1 - Agreement for Construction Services (Small Projects) No. 202122-158 - Centur..

#### **Business Services**

DATE: November 2, 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: PAVING AND STRIPING WORK AT THE PACE EDUCATION CENTER

### **ACTION ITEM**

Board of Education approval is requested for Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-158 (Purchase Order #PO2W-22\*361) for paving and striping work at the Pace Education Center, which received Board ratification on August 3, 2021.

Administrative Regulation 6360.1 outlines the requirements for the approval of change orders to District contracts and purchase orders. The above change is being requested to cover the cost of overtime work due to scheduling conflicts with the beginning of the school year.

The above change will increase the value of the Purchase Order from \$24,858.00 to \$27,858.00.

#### SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-158 (Purchase Order #PO2W-22\*361) for paving and striping work at the Pace Education Center with Century Paving, Inc., La Mirada, in the increased amount of \$3,000.00, to be charged to Capital Outlay Funds.



II. 56. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-272 (Purchase Order #PO2W-22\*870) for the installation of sewer and water points of connection at the Downey Adult School with Pro-Craft Construction, Inc., Redlands, in the increased amount of \$2,696.40, to be charged to Adult School Funds.

# **Supporting Documents**



Change Order #1 - Agreement for Construction Services (Small Projects) No. 202122-272 - Pro-Cr...

#### **Business Services**

DATE: November 2, 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: SEWER AND WATER POINTS OF CONNECTION AT THE DOWNEY

ADULT SCHOOL

## **ACTION ITEM**

Board of Education approval is requested for Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-272 (Purchase Order #PO2W-22\*870) for the installation of sewer and water points of connection for used portable buildings at the Downey Adult School, which received Board ratification on October 5, 2021.

Administrative Regulation 6360.1 outlines the requirements for the approval of change orders to District contracts and purchase orders. The above change is being requested to cover the cost of overtime work due to non-functioning isolation valves, resulting in the shutdown of water to the site.

The above change will increase the value of the Purchase Order from \$22,300.00 to \$24,996.40.

### SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-272 (Purchase Order #PO2W-22\*870) for the installation of sewer and water points of connection at the Downey Adult School with Pro-Craft Construction, Inc., Redlands, in the increased amount of \$2,696.40, to be charged to Adult School Funds.



II. 57. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-34, to furnish and install District standard carpeting and related flooring finishes at the Downey Adult School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$57,247.00, 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**



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-34 - Univ.

#### **Business Services**

DATE: November 2, 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: NEW FLOORING INSTALLATION AT THE DOWNEY ADULT SCHOOL

### **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-34 to furnish and install District standard carpeting and related flooring finishes in rooms H60, M104, L72, K81 and K82 at the Downey Adult School, which received Board approval at the meeting of July 15, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

## SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-34, to furnish and install District standard carpeting and related flooring finishes at the Downey Adult School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$57,247.00, to be charged to Adult School Funds, and;



II. 58. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-46 for interior painting of the gymnasium at Downey High School, with Tony Painting, Inc., Garden Grove, in the final amount of \$48,640.00, 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**



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-46 - Ton...

#### **Business Services**

DATE: November 2, 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 GYMNASIUM AT DOWNEY HIGH SCHOOL

### **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-46 for interior painting of the gymnasium at Downey High School, which received Board approval at the meeting of July 15, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

### SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-46 for interior painting of the gymnasium at Downey High School, with Tony Painting, Inc., Garden Grove, in the final amount of \$48,640.00, to be charged to Deferred Maintenance Funds, and;



II. 59. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-121 to re-lamp stadium lights at Downey and Warren High Schools with Musco Sports Lighting, LLC, Oskalossa, Iowa, in the final amount of \$32,453.10, 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**



Notice of Completion - Agreement for Construction Services (Small Projects) N. 202122-121 - Mus.

#### **Business Services**

DATE: November 2, 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: RELAMPING OF STADIUM LIGHTS AT DOWNEY AND WARREN HIGH

**SCHOOLS** 

### **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-121 to remove and replace lights in the football stadiums at Downey and Warren High Schools, which received ratification at the meeting of July 15, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

### SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-121 to re-lamp stadium lights at Downey and Warren High Schools with Musco Sports Lighting, LLC, Oskalossa, Iowa, in the final amount of \$32,453.10, to be charged to Deferred Maintenance Funds, and;



II. 60. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-186 for ceiling installation in room L72 at the Downey Adult School, with WRK Acoustics, Earp, in the final amount of \$7,945.00, to be charged to the Adult School Fund; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

## **Supporting Documents**



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-186 - W...

#### **Business Services**

DATE: November 2, 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: INTALLATION OF CEILING IN ROOM L72 AT THE DOWNEY ADULT

SCHOOL

## **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-186 for supplying and installing a ceiling at the Downey Adult 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. 202122-186 for ceiling installation in room L72 at the Downey Adult School, with WRK Acoustics, Earp, in the final amount of \$7,945.00, to be charged to the Adult School Fund, and;



II. 61. ACCEPT as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202122-192 to provide topographic ground survey services to Columbus High School with Psomas, Los Angeles, in the final amount of \$4,500.00, to be charged to Restricted General 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**



Notice of Completion - Agreement for Independent Consultant-Professional Services (Construction..

#### **Business Services**

DATE: November 2, 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: TOPOGRAPHIC GROUND SURVEY AT COLUMBUS HIGH SCHOOL

### **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202122-192 with Psomas to provide topographic ground survey services at Columbus 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 Independent Consultant/Professional Services (Construction Related) No. 202122-192 to provide topographic ground survey services at Columbus High School with Psomas, Los Angeles, in the final amount of \$4,500.00, to be charged to Restricted General Funds, and;



II. 62. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-230 for repairs to the football field at Downey High School, with KYA Services, LLC, Santa Ana, in the final amount of \$13,254.68, 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**



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-230 - KY...

#### **Business Services**

DATE: November 2, 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: ATHLETIC FIELD REPAIRS AND MAINTENANCE AT DOWNEY HIGH

SCHOOL

## **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-230 for repairs to the football field at Downey 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. 202122-230 for repairs to the football field at Downey High School, with KYA Services, LLC, Santa Ana, in the final amount of \$13,254.68, to be charged to Deferred Maintenance Funds, and;



II. 63. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-259, installation of a new electrical panel and lighting circuits at Doty Middle School, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$15,850.00, to be charged to School Site Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

## **Supporting Documents**



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-259 - Jo...

#### **Business Services**

DATE: November 2, 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 NEW ELECTRICAL PANEL AND LIGHTING

CIRCUITS AT DOTY MIDDLE SCHOOL

## **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-259 for the installation of a new electrical panel and lighting circuits in the theatre at Doty Middle School, which received Board ratification at the meeting of October 5, 2021, 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. 202122-259, installation of a new electrical panel and lighting circuits at Doty Middle School, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$15,850.00, to be charged to School Site Funds, and;



II. 64. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-261 for concrete repairs to the quad area at Downey High School with 3D Concrete, Downey, in the final amount of \$44,900.00, 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**



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-261 - 3D.

#### **Business Services**

DATE: November 2, 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: CONCRETE REPAIRS TO QUAD AREA AT DOWNEY HIGH SCHOOL

### **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-261 to make repairs to the quad area at Downey High School, which received ratification at the meeting of October 5, 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. 202122-261 for concrete repairs to the quad area at Downey High School with 3D Concrete, Downey, in the final amount of \$44,900.00, to be charged to Deferred Maintenance Funds, and;



II. 65. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-271 to install audio/visual equipment at Sussman Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$8,860.45, 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**



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-271 - Av..

#### **Business Services**

DATE: November 2, 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 AUDIO/VISUAL EQUIPMENT AT SUSSMAN

MIDDLE SCHOOL

## **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-271 to install audio/visual equipment at Sussman Middle School, which received ratification at the meeting of October 5, 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. 202122-271 to install audio/visual equipment at Sussman Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$8,860.45, to be charged to Measure O Bond Funds, and;



II. 66. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-284 for the relocation of beam detectors in the gymnasium at Sussman Middle School with JAM Corporation, Monrovia, in the final amount of \$5,630.00, 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**



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-284 - JA...

#### **Business Services**

DATE: November 2, 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: BEAM DETECTORS IN GYMNASIUM AT SUSSMAN MIDDLE SCHOOL

### **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-284 for the relocation of beam detectors in the gym at Sussman Middle School, which received Board ratification at the meeting of November 2, 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. 202122-284 for the relocation of beam detectors in the gymnasium at Sussman Middle School with JAM Corporation, Monrovia, in the final amount of \$5,630.00, to be charged to Measure O Bond Funds, and;



II. 67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-299 for electrical work on the Ansul fire suppression system at Sussman Middle School with JAM Corporation, Monrovia, in the final amount of \$12,480.00, to be charged to the Food Services Fund; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

## **Supporting Documents**



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-299 - JA...

#### **Business Services**

DATE: November 2, 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: KITCHEN FIRE SUPPRESSION SYSTEM AT SUSSMAN MIDDLE

SCHOOL

## **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-299 for electrical needs related to the Ansul fire suppression system at Sussman Middle School, which received Board ratification at the meeting of November 2, 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. 202122-299 for electrical work on the Ansul fire suppression system at Sussman Middle School with JAM Corporation, Monrovia, in the final amount of \$12,480.00, to be charged to the Food Services Fund, and:



II. 68. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-365, to design, print and install a window decal on the gymnasium window at Griffiths Middle School, with Ink Head Design & Prints, Paramount, in the final amount of \$4,705.09, 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**



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202021-365 - Ink...

#### **Business Services**

DATE: November 2, 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: GYMNASIUM WINDOW DECAL AND INSTALLATION AT GRIFFITHS

MIDDLE SCHOOL

## **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-365 to design, print and install a window decal on the gymnasium window at Griffiths Middle School, which received Board approval at the meeting of June 1, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

### SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-365, to design, print and install a window decal on the gymnasium window at Griffiths Middle School, with Ink Head Design & Prints, Paramount, in the final amount of \$4,705.09, to be charged to Measure O Bond Funds; and



II. 69. ACCEPT as complete the exterior painting of Carpenter, Gallatin and Unsworth Elementary Schools against Bid #20/21-04 with Astro Painting Co., Inc., West Covina, in the final amount of \$315,000.00, 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**



Board Approval to Declare Complete Bid 2021-04 - Exterior Painting at Carpenter, Gallatin and Un...

#### **Business Services**

DATE: November 2, 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: PAINTING OF CARPENTER, GALLATIN AND UNSWORTH

**ELEMENTARY SCHOOLS** 

## **ACTION ITEM**

Board of Education approval is requested to accept as complete the exterior painting of Carpenter, Gallatin and Unsworth Elementary Schools against Bid #20/21-04, which received approval to award at the meeting of June 15, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

### SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete the exterior painting of Carpenter, Gallatin and Unsworth Elementary Schools against Bid #20/21-04 with Astro Painting Co., Inc., West Covina, in the final amount of \$315,000.00, to be charged to Deferred Maintenance Funds, and;



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**



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### **Business Services**

DATE:

November 2, 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, school and office furniture items, and a food services refrigerator and warming ovens. 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
3	Teacher Desks				Broken unable to repair
2	Student Desks				Broken unable to repair
1	Dresser				Broken unable to repair
4	Bookshelves				Broken unable to repair
1	Security Safe				Broken unable to repair
2	Poster Holders				Broken unable to repair
1	6ft Folding Table				Broken unable to repair
1	Metal Cabinet				Broken unable to repair
1	Metal Shelf Freestanding				Broken unable to repair
1	Bookcase				Broken unable to repair
4	Student Chairs				Broken unable to repair
7	Wooden Cabinets				Broken unable to repair
10	Table				Broken unable to repair
3	Teacher Chairs				Broken unable to repair
2	Metal Rolling Carts				Broken unable to repair
2	Tan Bookcase				Broken unable to repair
6	Blue Office Chairs				Broken unable to repair
12	Computer Tables				Broken unable to repair
1	Classroom Table				Broken unable to repair
2	Classroom Desks				Broken unable to repair
3	4 Drawer File Cabinet				Broken unable to repair
1	Tan 5 Drawer File Cabinet				Broken unable to repair
1	Black Magazine Rack				Broken unable to repair
65	Blue Plastic/Metal Chairs				Broken unable to repair
1	Couch				Broken unable to repair
400	Swivel Chairs				Obsolete Items
1	Beverage Air 2-door Refrigerator	PR48-1AS	3530680	1959	Broken unable to repair
2	Toast Master Warming Drawers				Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Panasonic TV	CT-27634A1		15466	Broken unable to repair
1	Panasonic TV	CT-275F26A		15567	Broken unable to repair
1	Chromebook Cart			48737	Obsolete Items
1	Chromebook Cart	Netbook24		48739	Obsolete Items
1	Chromebook Cart	Netbook24		3370+	Obsolete Items
1	Chromebook Cart	Netbook24		33703	Obsolete Items
1	Chromebook Cart	Netbook24		47841	Obsolete Items
1	Chromebook Cart	Netbook24		33706	Obsolete Items
1	Chromebook Cart	Netbook24	C001254		Obsolete Items
1	Chromebook Cart	Netbook24		36314	Obsolete Items
1	Chromebook Cart	Netbook24		48029	Obsolete Items
1	Chromebook Cart	Netbook24		25746	Obsolete Items
1	Apple Macbook			35194	Broken unable to repair
1	Apple Macbook			30795	Broken unable to repair
1	Apple Macbook			30800	Broken unable to repair
1	Apple Macbook			30263	Broken unable to repair
1	Apple Macbook			30797	Broken unable to repair
1	Apple Macbook			30802	Broken unable to repair
1	Panasonic VCR	PV-4501	J5SA24680	8900	Broken unable to repair
1	Premera Auto-Printer	Bravo-Pro	2070302746	24732	Broken unable to repair
1	Apple Macbook			30261	Broken unable to repair
1	Apple Macbook			35192	Broken unable to repair
1	Apple Macbook			35195	Broken unable to repair
1	Apple Macbook			35199	Broken unable to repair
1	Apple Macbook			30266	Broken unable to repair
1	Apple Macbook			30256	Broken unable to repair
1	Apple Macbook			35169	Broken unable to repair
1	Apple Macbook			58292	Broken unable to repair
1	Apple Macbook			30258	Broken unable to repair
1	Apple Macbook			35200	Broken unable to repair
1	Apple Macbook			35201	Broken unable to repair
1	Apple Macbook			32803	Broken unable to repair
1	Apple Macbook			35198	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	Apple Macbook			35193	Broken unable to repair
1	Apple Macbook			58290	Broken unable to repair
1	Apple Macbook			30804	Broken unable to repair
1	Panasonic TV	CT-27D31E	4312410146	17363	Broken unable to repair
1	Sanyo TV	AVM-2507	V73203223119508		Broken unable to repair
1	Apple Macbook			30259	Broken unable to repair
1	Apple Macbook			30799	Broken unable to repair
1	Apple Macbook			30262	Broken unable to repair
1	Apple Macbook			30805	Broken unable to repair
1	Apple Macbook			30261	Broken unable to repair
1	Apple Macbook			30798	Broken unable to repair
1	Panasonic Video Recorder	OMNI Movie VHS	J7VA19314		Broken unable to repair
1	Apple Macbook			30801	Broken unable to repair
1	Apple Macbook			58294	Broken unable to repair
1	Apple Macbook			58293	Broken unable to repair
1	Apple Macbook			30257	Broken unable to repair
1	Apple Macbook			30797	Broken unable to repair
1	Apple Macbook			35197	Broken unable to repair
1	Apple Macbook			26965	Broken unable to repair
1	Apple Macbook			26994	Broken unable to repair
1	Apple Macbook			26964	Broken unable to repair
1	Apple Macbook			30242	Broken unable to repair
1	Apple Macbook			26967	Broken unable to repair
1	Apple Macbook			26966	Broken unable to repair
1	JVC TV Monitor	TM-A135U	6122528	26965	Broken unable to repair
1	JVC TV Monitor		6122578	26994	Broken unable to repair
1	JVC TV Monitor		6122597	26964	Broken unable to repair
1	JVC TV Monitor		7103525	30242	Broken unable to repair
1	JVC TV Monitor		6122523	26967	Broken unable to repair
1	NEC Monitor	LCD71V-BK	43519397YA	26966	Broken unable to repair
1	Apple Desktop iMac		qp9360gj0th	30030	Broken unable to repair
1	Apple Desktop iMac		h09380lq9th	30561	Broken unable to repair
1	Apple Desktop iMac		H09380LT9TH	30565	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	Apple Desktop iMac		H09380M29TH	30562	Broken unable to repair
1	Apple Desktop iMac		H09502DP9TH	30543	Broken unable to repair
1	Apple Desktop iMac		H095205A9TH	30551	Broken unable to repair
1	Apple Desktop iMac		h09380lz9th	30567	Broken unable to repair
1	Apple Desktop iMac		h09502dx9th	30532	Broken unable to repair
1	Apple Desktop iMac		H09502CU9TH	30538	Broken unable to repair
1	Apple Desktop iMac		h09502dx9th	34217	Broken unable to repair
1	Apple Desktop iMac		h09380lw9th	30563	Broken unable to repair
1	Apple Desktop iMac		h095202w9th	30558	Broken unable to repair
1	Apple Desktop iMac		H09502E19TH	30542	Broken unable to repair
1	Apple Desktop iMac		H09502DL9TH	30541	Broken unable to repair
1	Apple Desktop iMac		H095203M9TH	30557	Broken unable to repair
1	Apple Desktop iMac		h0950ZdZ9th	30571	Broken unable to repair
1	Apple Desktop iMac		H09380LH9TH	30566	Broken unable to repair
1	Apple Desktop iMac		sw87481jbx86	28127	Broken unable to repair
1	Apple Desktop iMac		H09502DT9TH	30533	Broken unable to repair
1	Apple Desktop iMac		H095205L9TH	30549	Broken unable to repair
1	Apple Desktop iMac		H09512HH9TH	30555	Broken unable to repair
1	Apple Desktop iMac		h09502ct9th	30546	Broken unable to repair
1	Apple Desktop iMac		h09521ht9th	30559	Broken unable to repair
1	Apple Desktop iMac		H09502DR9TH	30537	Broken unable to repair
1	Apple Desktop iMac		H09380M09TH	30570	Broken unable to repair
1	Apple Desktop iMac		h09502eh9th	30536	Broken unable to repair
1	Apple Desktop iMac		h09502e59th	30535	Broken unable to repair
1	Apple Desktop iMac		H095015C9TH	30548	Broken unable to repair
1	Apple Desktop iMac		H09372AT9TH	30568	Broken unable to repair
1	Apple Desktop iMac		h09502dv9th	30534	Broken unable to repair
1	Apple Desktop iMac		H09502CJ9TH	30547	Broken unable to repair
1	Apple Desktop iMac		H09501C09TH	30545	Broken unable to repair
1	Apple Desktop iMac		H09521J39TH	30552	Broken unable to repair
1	Apple Desktop iMac		h09502dh9th	30532	Broken unable to repair
1	Apple Desktop iMac		sd25hf103dpnk	34211	Broken unable to repair
1	Apple Desktop iMac		SQP05218NDNM	32050	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	Apple Desktop iMac		5QP05210RDNM	32040	Broken unable to repair
1	Apple Desktop iMac		5QP0521DBDNM	32046	Broken unable to repair
1	Apple Desktop iMac		SQP0521ECDNM	32065	Broken unable to repair
1	Apple Desktop iMac		5QP0521R7DNM	32059	Broken unable to repair
1	Apple Desktop iMac		SQP05216ADNM	32047	Broken unable to repair
1	Apple Desktop iMac		SQP0521QLDNM	32058	Broken unable to repair
1	Apple Desktop iMac		SQP0521CDDNM	32049	Broken unable to repair
1	Apple Desktop iMac		SQP05127DDNM	32054	Broken unable to repair
1	Apple Desktop iMac		SQP0521RCDNM	32061	Broken unable to repair
1	Apple Desktop iMac		SQP0521MLDNM	32044	Broken unable to repair
1	Apple Desktop iMac		SQP0521R1DNM	32062	Broken unable to repair
1	Apple Desktop iMac		5QP05206MDNM	32060	Broken unable to repair
1	Apple Desktop iMac		SQP0521ZQDNM	32048	Broken unable to repair
1	Apple Desktop iMac		SQP0520W5DNM	32063	Broken unable to repair
1	Apple Desktop iMac		SQP0521ZKDNM	32055	Broken unable to repair
1	Apple Desktop iMac		SQP05128CDNM	32057	Broken unable to repair
1	Apple Desktop iMac		5QP0521RHDNM	32037	Broken unable to repair
1	Apple Desktop iMac		5QP0521VGDNM	32045	Broken unable to repair
1	Apple Desktop iMac		SQP0521DJDNM	32064	Broken unable to repair
1	Apple Desktop iMac		SQP0521QNDNM	32066	Broken unable to repair
1	Apple Desktop iMac		5QP051276DNM	32056	Broken unable to repair
1	Apple Desktop iMac		SQP0520D6DNM	32067	Broken unable to repair
1	Apple Desktop iMac		SQP0521RDDNM	32039	Broken unable to repair
1	Apple Desktop iMac		SQP0521A2DNM	32038	Broken unable to repair
1	Apple Desktop iMac		SQP0521YVDNM	32053	Broken unable to repair
1	Apple Desktop iMac		5D25J41C1DHJR	34452	Broken unable to repair
1	Apple Desktop iMac		5D25J41HKDHJR	34450	Broken unable to repair
1	Apple Desktop iMac		SD25J41GPDHJR	34454	Broken unable to repair
1	Apple Desktop iMac		SQP0521ALDNM	32042	Broken unable to repair
1	Bretford Device Cart	PowerSync Cart 20	2.01407E+11	39993	Obsolete Item
1	Bretford Device Cart	PureCharge	2.01507E+11	42509	Obsolete Item
1	<b>Bretford Device Cart</b>	PureCharge	2.01608E+11	55199	Obsolete Item
1	Bretford Device Cart	Notebook 42	2.01409E+11	25747	Obsolete Item

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	Bretford Device Cart	PowerSync Cart 40	2.01504E+11	42238	Obsolete Item
1	Bretford Device Cart	PowerSync Cart 40	2.01502E+11	41650	Obsolete Item
1	8retford Device Cart	Mobility Cart 20	2.01311E+11	37278	Obsolete Item
1	Bretford Device Cart	Mobility Cart 20	2.01311E+11	37279	Obsolete Item
1	Bretford Device Cart	Mobility Cart 20	2.01311E+11	37289	Obsolete Item
1	Bretford Device Cart	Mobility Cart 20	2.01311E+11	37290	Obsolete Item
1	Bretford Device Cart	PureCharge Cart 4C	2.01608E+11	55198	Obsolete Item
1	Bretford Device Cart	Netbook 42 - CT	2.01401E+11		Obsolete Item
1	Bretford Device Cart	MDMLAP2P-CTAL	2.01508E+11	44589	Obsolete Item
1	Bretford Device Cart	MDMLAP2P-CTAL	2.01508E+11	44576	Obsolete Item
1	8retford Device Cart	PowerSync Cart 20	2.01507E+11	42510	Obsolete Item
1	Bretford Device Cart	MDMLAP2P-CTAL	2.01508E+11	45466	Obsolete Item
1	Bretford Device Cart	Netbook 42 - CT	2.01411E+11	33707	Obsolete Item
1	Bretford Device Cart	TX322LL/A	2.01311E+11	37283	Obsolete Item
1	DELL Moble Computing Cart		HNRQ5X1	36302	Obsolete Item
1	DELL Moble Computing Cart		DQRQ5X1	36308	Obsolete Item
1	DELL Moble Computing Cart		5VRQ5X1	37804	Obsolete Item
1	DELL Moble Computing Cart		3RRQ5X1	56401	Obsolete Item
1	HP Laser Jet Printer		VNB3N06076		Broken unable to repair
1	HP Laser Jet Printer		VN83N06110		Broken unable to repair
1	HP Laser Jet Printer		VNB3M15221		Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	8HFR4z1	38486	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	7KFR4z1	38465	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	BKFR4z1	38466	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	GJFR4z1	38485	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	HHFR4z1	38487	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	FHFR4z1	38467	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	GHFR4z1	38473	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	BJFR4z1	38472	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	5KFR4z1	38476	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	5JFR4z1	38457	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	4KFR4z1	38468	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	9HFR4z1	38475	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	Dell Laptop Computer	Latitude 3340	CHFR4z1	38491	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	6KFR4z1	38490	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	HJFR4z1	38481	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	2JFR4z1	38482	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	7hfr4Z1	38484	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	9JFR4z1	38470	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	1KFR4z1	38480	Broken unable to repair
1	Dell Chromebook	7310	23bs4c2	58278	Broken unable to repair
1	Dell Chromebook	7310	7j4b582	46716	Broken unable to repair
1	Dell Chromebook	7310	dv2b582	46823	Broken unable to repair
1	Dell Chromebook	7310	jmp1wb2	49352	Broken unable to repair
1	Dell Chromebook	7310	9hpq582	47282	Broken unable to repair
1	Dell Chromebook	7310	cp2b582	46557	Broken unable to repair
1	Dell Chromebook	7310	b2v7f82	49077	Broken unable to repair
1	Dell Chromebook	7310	dh3b582	48054	Broken unable to repair
1	Dell Chromebook	7310	9t9nxb2	49237	Broken unable to repair
1	Dell Chromebook	7310	327b582	46880	Broken unable to repair
1	Dell Chromebook	7310	9kp1wb2	49336	Broken unable to repair
1	Dell Chromebook	7310	83bs4c2	58273	Broken unable to repair
1	Dell Chromebook	7310	51p1wb2	49270	Broken unable to repair
1	Dell Chromebook	7310	51v7f82	49049	Broken unable to repair
1	Dell Chromebook	7310	2q2b582	46611	Broken unable to repair
1	Dell Chromebook	7310	csb2782	48248	Broken unable to repair
1	Dell Chromebook	7310	dmp1wb2	49325	Broken unable to repair
1	Dell Chromebook	7310	3j4b582	46719	Broken unable to repair
1	Dell Chromebook	7310	6pp1wb2	49415	Broken unable to repair
1	Dell Chromebook	7310	hyt7f82	49076	Broken unable to repair
1	Dell Chromebook	7310	jl10wb2	49392	Broken unable to repair
1	Dell Chromebook	7310	cvb2782	48150	Broken unable to repair
1	Dell Chromebook	7310	g65b582	46739	Broken unable to repair
1	Dell Chromebook	7310	j63b582	46835	Broken unable to repair
1	Dell Chromebook	7310	5fr2782	48190	Broken unable to repair
1	Dell Chromebook	7310	fn2b582	46592	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	Dell Chromebook	7310	d1v7f82	49044	Broken unable to repair
1	Dell Chromebook	7310	2w9s4c2	58224	Broken unable to repair
1	Dell Chromebook	7310	76bs4c2	58248	Broken unable to repair
1	Dell Chromebook	7310	373b582	46668	Broken unable to repair
1	Dell Chromebook	7310	6k5l1c2	55376	Broken unable to repair
1	Dell Chromebook	7310	czt7f82	49085	Broken unable to repair
1	Dell Chromebook	7310	6j4b582	46850	Broken unable to repair
1	Dell Chromebook	7310	93pq582	47281	Broken unable to repair
1	Dell Chromebook	7310	cmp1wb2	49363	Broken unable to repair
1	Dell Chromebook	7310	dh5l1c2	55387	Broken unable to repair
1	Dell Chromebook	7310	gl2b582	46556	Broken unable to repair
1	Dell Chromebook	7310	5h2b582	46563	Broken unable to repair
1	Dell Chromebook	7310	61p1wb2	49258	Broken unable to repair
1	Dell Chromebook	7310	2r2b582	46600	Broken unable to repair
1	Dell Chromebook	7310	24v7f82	49067	Broken unable to repair
1	Dell Chromebook	7310	953b582	46824	Broken unable to repair
1	Dell Chromebook	7310	623b582	46568	Broken unable to repair
1	Dell Chromebook	7310	gn2b582	46630	Broken unable to repair
1	Dell Chromebook	7310	d1bs4c2	58238	Broken unable to repair
1	Dell Chromebook	7310	cx4b582	46722	Broken unable to repair
1	Dell Chromebook	7310	bk2b582	46608	Broken unable to repair
1	Dell Chromebook	7310	73bs4c2	58244	Broken unable to repair
1	Dell Chromebook	7310	g1bs4c2	58170	Broken unable to repair
1	Dell Chromebook	7310	gvt7f82	49029	Broken unable to repair
1	Dell Chromebook	7310	cr2b582	46602	Broken unable to repair
1	Dell Chromebook	7310	jy4b582	46711	Broken unable to repair
1	Dell Chromebook	7310	dk4b582	46672	Broken unable to repair
1	Dell Chromebook	7310	4xdk3c2	57989	Broken unable to repair
1	Dell Chromebook	7310	4gr2782	48292	Broken unable to repair
1	Dell Chromebook	7310	j13b582	46744	Broken unable to repair
1	Dell Chromebook	7310	f2v7f82	49097	Broken unable to repair
1	Dell Chromebook	7310	9p9nxb2	49247	Broken unable to repair
1	Dell Chromebook	7310	d5bs4c2	58199	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal
1	Dell Chromebook	7310	2yt7f82	48946	Broken unable to repair
1	Dell Chromebook	7310	dzm6682	46883	Broken unable to repair
1	Dell Chromebook	7310	4g5b582	46691	Broken unable to repair
1	Dell Chromebook	7310	52p1wb2	49268	Broken unable to repair
1	Dell Chromebook	7310	4mp1wb2	49338	Broken unable to repair
1	Dell Chromebook	7310	7z2b582	46584	Broken unable to repair
1	Dell Chromebook	7310	6ydk3c2	57994	Broken unable to repair
1	Dell Chromebook	7310	7vt7f82	49073	Broken unable to repair
1	Dell Chromebook	7310	7l4b582	46726	Broken unable to repair
1	Dell Chromebook	7310	1ynq582	47279	Broken unable to repair
1	Dell Chromebook	7310	9 10wb2	49342	Broken unable to repair
1	Dell Chromebook	7310	fvt7f82	49115	Broken unable to repair
1	Dell Chromebook	7310	9jr2782	48276	Broken unable to repair
1	Dell Chromebook	7310	clp1wb2	49377	Broken unable to repair
1	Dell Chromebook	7310	gm2b582	46606	Broken unable to repair
1	Dell Chromebook	7310	5vt7f82	49068	Broken unable to repair
1	Dell Chromebook	7310	g4bs4c2	58281	Broken unable to repair
1	Dell Chromebook	7310	j43b582	46756	Broken unable to repair
1	Dell Chromebook	7310	9pp1wb2	49419	Broken unable to repair
1	Dell Chromebook	7310	hlp1wb2	49335	Broken unable to repair
1	Dell Chromebook	7310	9j3b582	46745	Broken unable to repair
1	Dell Chromebook	7310	dwt7f82	49103	Broken unable to repair
1	Dell Chromebook	7310	14v7f82	49119	Broken unable to repair
1	Dell Chromebook	7310	9m2b582	46814	Broken unable to repair
1	Dell Chromebook	7310	4n2b582	46736	Broken unable to repair
1	Dell Chromebook	7310	2gtj3c2	57997	Broken unable to repair
1	Dell Chromebook	7310	2wt7f82	49045	Broken unable to repair
1	Dell Chromebook	7310	hr2b582	46577	Broken unable to repair
1	Dell Chromebook	7310	1zt7f82	48950	Broken unable to repair
1	Dell Chromebook	7310	74n6682	46878	Broken unable to repair
1	Dell Chromebook	7310	dp9nxb2	49246	Broken unable to repair
1	Dell Chromebook	7310	34v7f82	49091	Broken unable to repair
1	Dell Chromebook	7310	b03b582	46782	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Dell Chromebook	7310	1y9s4c2	58222	Broken unable to repair
1	Dell Chromebook	7310	4g5l1c2	55445	Broken unable to repair
1	Dell Chromebook	7310	9w4b582	46674	Broken unable to repair
1	Dell Chromebook	7310	1kp1wb2	49355	Broken unable to repair
1	Dell Chromebook	7310	g6bs4c2	58203	Broken unable to repair
1	Dell Chromebook	7310	cvt7f82	49053	Broken unable to repair
1	Dell Chromebook	7310	blp1wb2	49397	Broken unable to repair
1	Dell Chromebook	7310	j3bs4c2	58232	Broken unable to repair
1	Dell Chromebook	7310	dv9nxb2	49248	Broken unable to repair
1	Dell Chromebook	7310	9x4b582	46749	Broken unable to repair
1	Dell Chromebook	7310	87n6682	46884	Broken unable to repair
1	Dell Chromebook	7310	92pq582	47272	Broken unable to repair
1	Dell Chromebook	7310	dy9s4c2	58190	Broken unable to repair
1	Dell Chromebook	CB1C13	JR1QY22	25982	Broken unable to repair
1	Dell Chromebook	CB1C13	DY7PZ22	33847	Broken unable to repair
1	Dell Chromebook	CB1C13	89LQY22	33409	Broken unable to repair
1	Dell Chromebook	CB1C13	JVQPY22	25803	Broken unable to repair
1	Dell Chromebook	CB1C13	CCYPY22	25998	Broken unable to repair
1	Dell Chromebook	CB1C13	H19PY22	25761	Broken unable to repair
1	Acer Chromebook	C740	XEF2AA00253207BCB760	91899	Broken unable to repair
1	MS Surface 3	15	004225161652	52202	Broken unable to repair
1	MS Surface 3	iS	010015754852	51147	Broken unable to repair
1	MS Surface 3	i5	005515561252	51459	Broken unable to repair
1	MS Surface 3	iS	054656252652	48522	Broken unable to repair
1	MS Surface 3	i5	007551361852	52193	Broken unable to repair
1	MS Surface 3	i5	066340252152	48506	Broken unable to repair
1	MS Surface 3	i5	030121754652	51043	Broken unable to repair
1	MS Surface 3		002550252252	51077	Broken unable to repair
1	M5 Surface 3	i5	014176252452	51677	Broken unable to repair
1	MS Surface 3	i5	038639653352	51462	Broken unable to repair
1	MS 5urface 3	i5	017842653452	48530	Broken unable to repair
1	MS Surface 3	i5	000301353752	51391	Broken unable to repair
1	MS Surface 3	i5	004013661252	52159	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	MS Surface 3	i5	011188253452	48509	Broken unable to repair
1	MS 5urface 3	i5	019113652652	52153	Broken unable to repair
1	MS Surface 3	i5	006318361852	51125	Broken unable to repair
1	MS Surface 3	i5	038169152352	52206	Broken unable to repair
1	Gateway Laptop	M465-E	0039060444	27358	Broken unable to repair
1	Samsung Chromebook	XE303C12	ba68-10619a 10	37668	Broken unable to repair
1	Samsung Chromebook	XE303C13	OUG99FBDC05034V	37694	Broken unable to repair
1	Samsung Chromebook	XE303C14	0UG99FBDC05127L	37685	Broken unable to repair
1	Apple Wireless Display Device	Apple TV	f0tl3cxeff54	963896	Broken unable to repair
1	Gateway Laptop	M460	BLAW5180178	24577	Broken unable to repair
1	HP Laser Jet Printer	400clor MFP475	CNB8D2Ps22	32911	Broken unable to repair
1	Dell Laptop Computer	Latitude 3340	CjFR4Z1	38463	Broken unable to repair
1	Dell Chromebook		2tdqy22	25834	Broken unable to repair
1	Dell Chromebook		65npy22	25905	Broken unable to repair
1	Dell Chromebook		89ypy22	33302	Broken unable to repair
1	Dell Chromebook		14mqy22	33579	Broken unable to repair
1	Dell Chromebook		1slqy22	33582	Broken unable to repair
1	Samsung Chromebook	XE303c	Oug99fbdc05467f	37456	Broken unable to repair
1	Dell Chromebook		6dkdb52	45297	Broken unable to repair
1	Dell Chromebook	7310	6G3B582	46695	Broken unable to repair
1	Dell Chromebook	7310	475B582	46740	Broken unable to repair
1	Dell Chromebook	7310	F73B582	446796	Broken unable to repair
1	Dell Chromebook	7310	1c3b582	46812	Broken unable to repair
1	Dell Chromebook		HNVH862	47209	Broken unable to repair
1	Dell Chromebook		2VVHB62	47261	Broken unable to repair
1	Dell Chromebook	7310	JJR2782	48281	Broken unable to repair
1	Dell Chromebook	7310	3m10wb2	49274	Broken unable to repair
1	Dell Chromebook		GXDK3C2	57995	Broken unable to repair
1	Dell Chromebook		7YDK3C2	58011	Broken unable to repair
1	Dell Chromebook		JGNPLF2	58566	Broken unable to repair
1	Laminator	4250	JA02410	23480	Broken unable to repair
1	Panasonic TV	CT-27G34A	LC9083092	14207	Broken unable to repair
1	Sony DVD Player	DVP-5R210P	A183338		Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL#	DISTRICT #	Reason for Disposal	
1	Panasonic VHS Player	PV-9451	D9SA46853	14469	Broken unable to repair	
1	HP Printer	CP-2025	SCNGSC32054	900483	Broken unable to repair	
1	Apple iPad		dpmx2DB6JF8M	58247	Broken unable to repair	
1	Apple iPad		8gBX7HD5Z38	900633	Broken unable to repair	
1	Apple iPad		F9FNK6YLFCM5	36509	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**



Cert Nov



# A. Employments

Employee	Assignment	Salary Rate	Service Begins
Brazill, Kylie	Teacher – SDC Warren Temporary	\$71,739	9/07/21- 6/03/22
Calderon-Suarez, Diana	Teacher – SDC Old River Temporary	\$63,034	8/09/21- 6/03/22
Cortes, Leticia	Teacher Rio San Gabriel Temporary	\$73,899	9/01/21- 6/03/22
Gonzalez, Angelica M.	Teacher Pace Temporary	\$63,034	8/09/21- 6/03/22
Grishaber-Hernandez, Martha J.	Teacher – SDC Old River Temporary	\$58,678	9/21/21- 6/03/22
Manzano Amador, Rocio A.	Teacher Imperial 50% Temporary	\$65,206	9/03/2021- 6/03/2022
Martin, Michael	Teacher Stauffer Temporary	\$58,678	9/02/21- 6/03/22
Mc Call, Janae	Teacher Pace Temporary	\$78,687	8/30/21- 6/03/22
Kingston-Leon, Nicole	Teacher Pace Temporary	\$63,479	8/25/21- 6/03/22
Zapien, Ruby	Teacher – APE Special Education Temporary	\$67,393	9/13/21- 6/03/22

#### B. Employments (Temporary)

			Service
Employee	Assignment	Salary Rate	Begins

ACADEMIC TUTORING - Doty, \$37.30 Per Hour, 2021-22 School Year

Espina, Marlon

AFTER-SCHOOL PD MEETINGS - District, \$37.30 Per Hour, 2021-22 School Year

Balster, Lisa

Brito, Kirsty

Calderon Suarez, Diana

Galan-Zeisel, Rose

Gallardo, Alma

Garcia, Minerva

Gaytan, Alex

Gonzales, Stefan

Gonzalez, Gabriel

Hayes, Samantha

Hernandez, Jessica

Jasso-Davila, Michelle

Keele, Brooke

Lazaro, Kathryn

Martinez Lopez, Emely

Morales, Kara

Olay, Courtney

Rhoades, Stacey

Schmidt, Gloria

Shetler, Jessica

Ulloa, Maricella

Villanueva, Jaylen

Zubiate, Mariaelena

#### AFTERSCHOOL TUTORING - Sussman, \$37.30 Per Hour, 2021-22 School Year

Barela, Mihaela

Lopez, Daniel

Marine, Shannon

Medina, Teresa

Paz, Eduardo

Regan, Jennifer

Salceda, Mario

#### B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

#### <u>AFTERSCHOOL TUTORING</u> – Sussman, \$37.30 Per Hour, 2021-22 School Year (cont.)

Santos, Alejandro Schuldt, Joseph Silagyi-Morris, Lynn Worthy, Jessica

#### AVID COORDINATOR STIPEND - District, \$4,268.00 Per Year, 2021-22 School Year

Avalos, Katie Black Bhakta, Bageshree Cohen, Kristofer Dayhoff, Laurie Evenson, Sarah Charlotte Harris, Andrea Karout, Sarah Lundsberg, Megan Macomber, Andra Manzanares, Marvin Neal, Lorraine Orejel, Edgar Worthy, Jessica

#### COLLEGE CONSULTING - Downey, \$37.30 Per Hour, 2021-22 School Year

Glasser, Bernard Neria, Dolores Nevarez, Robert

CTE TEACHER - District, \$46.68 Per Hour, 2021-22 School Year

Cervantes, Carlos

DEAN OF STUDENTS - \$37.30 Per Hour, 2021-22 School Year

Sussman Salceda, Mario

# B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

# <u>DEAN OF STUDENTS</u> – \$37.30 Per Hour, 2021-22 School Year (cont.)

## Warren

Mojarro, Jenny Ortiz, Joseph

# DEA/DUSD NEGOTIATIONS - District, 2021-22 School Year

Mendenhall, Danielle	\$561.07 Per Day
Mogan, James	\$649.27 Per Day
Perkins, Ashley	\$535.18 Per Day
Welch, Kevin	\$592.96 Per Day
Wright, Julia	\$592.96 Per Day

# <u>DEPARTMENT HEAD</u> – 2021-22 School Year

Doty
------

<u>2014</u>		
Arosteguy, Victoria	Special Education	\$1,473.70 Per Year
Bugaren, James	English	\$1,648.14 Per Year
Carter, Kathleen	Social Studies	\$624.71 Per Year
Dodge, Kevin	Math	\$1,448.78 Per Year
Im, Chandaramo	Science	\$1,249.42 Per Year
Keen, Andrea	Visual & Performing Arts	\$800.86 Per Year
Lavalle, Vincent	Physical Education	\$900.54 Per Year
Stella, Allyson	Social Studies	\$624.71 Per Year
_		

#### Griffiths

Hultquist, Jodeen	Physical Education	\$850.70 Per Year
Martinez, Daniel	Math	\$1,448.78 Per Year
Plant, Edward	Visual & Performing Arts	\$537.49 Per Year
Schreiner, Scott	Social Studies	\$1,224.50 Per Year
Soto, Natalie	Science	\$1,224.50 Per Year
Taylor, Laura	Visual & Performing Arts	\$537.49 Per Year

# B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins		
DEPARTMENT HEAD – 2021-22	DEPARTMENT HEAD – 2021-22 School Year (cont.)				
Stauffer Avalos, Katie Contreras, Nicole Gallion, Gina McConnell, Deanna McConnell, Sean Ragusa, Elise Rowland, Jamie	Math Science Social Studies Special Education Physical Education English Visual & Performing Arts	\$1,448.78 Per Yea \$1,224.50 Per Yea \$1,249.42 Per Yea \$1,573.38 Per Yea \$825.78 Per Year \$1,697.98 Per Yea \$1,025.14 Per Yea	r r r		
Sussman Byers, Erik Ferera, Gretchen Jeong, Esther Regan, Jennifer Reyna, Antonio Spittell, Christine Velasco, Margarita	Special Education English Social Studies Physical Education Visual & Performing Arts Math Science	\$1,124.82 Per Yea \$1,697.98 Per Yea \$1,174.66 Per Yea \$900.54 Per Year \$875.62 Per Year \$1,199.58 Per Yea \$1,099.90 Per Yea	r r		
<u>Columbus</u> Hecker, Robert Swander, William	English Social Studies	\$726.20 Per Year \$576.58 Per Year			
Downey Adams, Melanie Barber, Steven Berumen, Renee Crosby, Michael Cubas, Maria Davis, Dexter Glasser, Bernard Gunderson, Michelle Lara, Jennifer Matas, Sybil Mendoza, Cynthia Morales, Marcus Navarro, Ricardo	Special Education Physical Education Visual & Performing Arts Business Computers World Language Special Education Social Studies Math Science English Physical Education Business Computers Math	\$1,359.85 Per Year \$593.56 Per Year \$1,299.26 Per Year \$473.81 Per Year \$1,135.57 Per Yea \$1,359.85 Per Yea \$1,590.36 Per Yea \$1,646.43 Per Yea \$1,858.25 Per Year \$1,858.25 Per Year \$473.81 Per Year \$1,646.43 Per Year	r r r r r		

# B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
DEPARTMENT HEAD – 2021-22	School Year (cont.)		
Downey (cont.) Neria, Dolores Ramirez, Andrea Roybal, Bonnie Tikunoff-Jones, Natasha Vadgama, Frida Young, Marlin	Social Studies English World Language DAT CTE Science	\$1,590.36 Per Year \$1,858.25 Per Year \$1,135.57 Per Year \$1,074.98 Per Year \$2,046.86 Per Year \$1,397.23 Per Year	r r r
Warren Acosta, Kellie Bell, Chad Curiel, Joe Elsasser-Chavez, Gregory Mack, Deanna Merchant, Abida Miranda, Daniel Pardo, Jackilin Roldan, Nadia Sangalang-Ortiz, May Tendler, Joey Welch, Kevin Yoo, Tai	Special Education Physical Education Business Computers English Science CTE Foreign Language Foreign Language Visual & Performing Arts Math Special Education Social Studies Math	\$1,658.89 Per Year \$1,099.90 Per Year \$651.34 Per Year \$3,292.86 Per Year \$2,395.74 Per Year \$1,010.97 Per Year \$1,010.97 Per Year \$1,623.22 Per Year \$1,372.31 Per Year \$1,658.89 Per Year \$2,395.74 Per Year \$1,372.31 Per Year	

<u>ELEMENTARY CATEGORICAL RESOURCE TEACHER</u> – District, \$2,544.00 Per Year, 2021-22 School Year

Balster, Lisa Brossmer, Esther Galan-Zeisel, Rosa Griffin, Andrea Guerrero, Annabel Hayes, Samantha Joachim, Susan Kacou, Natalie Lopez, Carrie Martinez, Rosio Ortega, Julia

# B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

# <u>ELEMENTARY CATEGORICAL RESOURCE TEACHER</u> – District, \$2,544.00 Per Year, 2021-22 School Year (cont.)

Reeves, Isela Zarate, Linda

EXTRA DUTY – 2021-22 School Year				
Doty Becker, Robert E. Dodge, Kevin Keen, Andrea Keen, Andrea Keen, Andrea Moren, Julie Moren, Julie Mui, Eunhae	Robotics Coach W.E.B. Band W.E.B. Choir Drama W.E.B. Yearbook	\$1,585.00 Per Year \$1,554.00 Per Year \$1,585.00 Per Year \$1,554.00 Per Year \$1,585.00 Per Year \$1,585.00 Per Year \$1,554.00 Per Year \$1,585.00 Per Year		
Griffiths Bliss, Jennifer Chatmon, Charmetra Legaspi, Ronald Mc Neil, Jessica Neill, Tyler Padilla, Kelly Persico-Donahue, Gianna Plant, Edward Taylor, Laura Taylor, Laura	W.E.B. Yearbook Robotics Coach Drama Robotics Coach W.E.B. W.E.B. Student Council Advisor Band Choir	\$1,554.00 Per Year \$1,585.00 Per Year \$1,585.00 Per Year \$1,585.00 Per Year \$1,585.00 Per Year \$1,554.00 Per Year \$1,554.00 Per Year \$1,554.00 Per Year \$1,585.00 Per Year \$1,554.00 Per Year		
Stauffer Del Rio, Brandon Del Rio, Brandon Donahue, Matthew Donahue, Matthew Greer, Josie Pyle, Andrea Tansopalucks, Trirath Zarate, Osvaldo	Yearbook Student Council Advisor W.E.B. Robotics Coach W.E.B. Drama Robotics Coach Band	\$1,585.00 Per Year \$777.00 Per Year \$777.00 Per Year \$792.50 Per Year \$777.00 Per Year \$1,585.00 Per Year \$792.50 Per Year \$1,585.00 Per Year		

# B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
	<u> </u>		- 3 -
EXTRA DUTY – 2021-22 School \	rear (cont.)		
Stauffer (cont.)			
Zarate, Osvaldo	Marching Band	\$1,706.00 Per Yea	r
Sussman			
Barela, Mihaela	W.E.B.	\$1,554.00 Per Yea	r
Gallagher, Sophie	Drama	\$1,585.00 Per Yea	r
Hamano, Jacqueline	Student Council Advisor	\$1,554.00 Per Yea	r 9/11/21- 6/02/22
Hamano, Jacqueline	Student Council Advisor	\$777.00 Per Year	8/11/21- 9/10/21
Perkins, Ashley	Student Council Advisor	\$777.00 Per Year	8/11/21-
			9/10/21
Reyna, Antonio	Band	\$1,585.00 Per Yea	
Schmaltz, Jeffrey	Yearbook	\$1,585.00 Per Yea	
Sun, Charlene	W.E.B.	\$1,554.00 Per Yea	
Sun, Charlene	Robotics Coach	\$1,585.00 Per Yea	r
<u>Columbus</u>			
Benedic, Angelica	Yearbook	\$2,367.78 Per Yea	r
Benedic, Angelica	Newspaper	\$1,166.22 Per Yea	
Benedic, Angelica	Student Council Advisor	\$1,554.00 Per Yea	
Warren			
Anaya, Leticia	Pep Squad Head	\$3,534.00	
Deichman, Kyle	Drama	\$3,174.00	
Medina, Ryan	Yearbook	\$4,067.00	
Menjivar, Frank	Robotics Coach	\$1,585.00	
Miyahara, Samantha	Athletics Director	\$7,854.00	
Pardo, Jackie	Link Crew	\$2,453.00	
Petersen, Robert	Choral	\$3,160.00	
Spino, Christine	Social Skills Advisor	\$1,341.00	
Villalobos, Eric	Band	\$4,799.00	
Waldron, Jay	Activities Director	\$7,854.00	
a.a.o.i, oay	, Director	φ.,001.00	

# B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

#### FEMINEER COORDINATOR - District, \$37.30 Per Hour, 2021-22 School Year

Arosteguy, Victoria
Barbeau, Richere
Donahue, Matthew
Gonzalez, Kristy
Gonzalez, Neil
Lara, Jennifer
Merchant, Abida
Molletti-Bovey, Virginia
Moore, Meghan
Shull, James
Sun, Charlene
Tansopalucks, Trirath

#### HOME INSTRUCTION - District, \$37.30 Per Hour, 2021-22 School Year

Castro, Faye La Fortune-Webster, Darla Rojas, Daniel Saad, Amany

#### HOMEWORK HELP - Stauffer, \$37.30 Per Hour, 2021-22 School Year

Barajas, Jr., Efren Cortez, Louis Diulio, Judy Goldsmith, Desiree

Goldsmith, Desiree \$50.00 Per Hour 10/01/21-6/02/22

La Fortune-Webster, Darla Maples, Sara McConnell, Deanna Saikali, Rola Tindoc, Oliver

#### B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

#### IEP ADMINISTRATIVE DESIGNEE - \$58.23 Per Hour, 2021-22 School Year

#### Gauldin

Starnes, Riley

#### Rio Hondo

Hocking, Allegra
Jauregui, Noemi
Kacou, Natalie
Lorberter, Rosanna
Pulido, Roberto
Tucker, Valarie
Waymack, Rebecca

#### <u>Unsworth</u>

Gabagat, Wendy Marougas, Athanasia Martinez, Rosio Roddy, Jill Wood, Denise

IEP SUPPORT ONLINE SCHOOL - District, \$561.08 Per Day, 2021-22 School Year

Smick, Tammy

INDUCTION MENTOR STIPEND - District, \$1,882.00 Per Year, 2021-22 School Year

Ackley, Kimberlee Arosteguy, Victoria Benavidez, Hannah Cabrera, Deann Carrillo, Monica Castile, Christopher Davis, Joshua Davis, Melissa De Matta, Sussan Dodson, Paula Eagen, Melanie Eichen, Deena

Assignment

# B. Employments (Temporary) (cont.)

Salary Rate

Service

Begins

	- 3		- 0 -
INDUCTION MENTOR STIPEND - D	istrict, \$1,882.00 P	er Year, 2021-22 Scho	ool Year (cont.)
Flores, James			
Gallion, Gina			
Gomez, Erica			
Gunsaulus, Hilary			
Harr, Alyson			
Huff, Diane			
Huls, Mindy			
Jensen, Danicka			
Keen, Andrea			10/01/21-
			6/01/22
Korduner, Karen			
Krimbow, Danielle			
Mata, Iris			
McGregory, Michael			
Mendenhall, Daniella			
Moore, Catherine			
Moreno, Miguel			

Riancho Del Bueno, Magali

Roberson, Joshua

Roche, Kristina

Ortega, Julia Ozima, Carole Plant, Edward

Schmaltz, Jeffrey

Simons, Bradley

Skutt, Briana

Employee

Starnes, Riley

Taylor, Laura 8/01/21-9/30/21

Tendler, Joey Ticknor, Crystal Tunberg, Alicia Ulloa, Maricella Wright, Julia

#### B. Employments (Temporary) (cont.)

Service Salary Rate Begins Employee Assignment

INTERVENTIONIST - \$200.00 Per Day, 2021-22 School Year

Gauldin

Guzman, Amanda

Imperial

Ortiz, Marcos

Williams

Perez, Arianna

LCAP PAC MEETINGS & PAPERWORK - District, \$37.30 Per Hour, 2021-22 School Year

Kim, Carrie

MASTER TEACHER – 2021-22 School Year

Brewer, Grace Chapman University \$350.00

MIDDLE SCHOOL ATHLETIC DIRECTOR - District, \$5,705.00 Per Year, 2021-22 School

Year

Becker, Robert J.

NEW TEACHER ORIENTATION - District, \$274.21 Per Day, 7/01/21-8/07/21

Amezcua, Zareli

Baltazar, Arlene

Blazak, Molly

Brumfield, Vanessa

Davis, Wesley

Douglas, Manuel

Dupuy, Jacob

Ellis, Matthew

Flores, Patricia

Gutierrez, Christopher

Gutierrez, Katie

Hayes, John

Hernandez, German

#### B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

# NEW TEACHER ORIENTATION - District, \$274.21 Per Day, 7/01/21-8/07/21 (cont.)

Jimenez, Diana

Jovel, Abigail

Katusha, James

Lostetter, Matthew

Luevanos, Yesenia

Martinez, Janet

Martinez, Michael A.

Martinez, Monica

Martinez Lopez, Emely

Mazariegos, Bryan

McFaddin, Ryan

Molina Hernandez, Paula

Moy, Hayden

Navarro, Javier

Paz, Eduardo

Pfirrmann, Michelle

Ramirez, Nathalie

Roche, John

Rosado, Cynthia

Saldivar, Lizette

Saucedo, Jessica

Schuldt, Joseph

Solis, Sylvia

Sullivan, Caitlin

Trinh, Antwan

Vaquerano, Maria

Wong, Sandra

PBIS - Alameda, \$150.00 Per Day, 2021-22 School Year

Cheatham, Jasmin Kang, Jee Lanners-Phelps, Amy Platt, Tina

# B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

PBIS - Carpenter, \$37.30 Per Hour, 2021-22 School Year

Carrillo, Monica Contreras, Teresa Molina Hernandez, Paula Reeves, Isela

#### PLC/GRADE LEVEL LEAD TEACHERS - \$1,638 Per Year, 2021-22 School Year

#### Alameda

Dodson, Paula Griffin, Andrea Gunsaulus, Hilary

## <u>Gallatin</u>

King, Tamika Lopez, Carrie

#### Gauldin

Molina-Torrez, Carli A. Starnes, Riley

# PROFESSIONAL DEVELOPMENT - DHH, \$37.30 Per Hour, 2021-22 School Year

Franklin-Topacio, Ann Hogan, Sarah Spencer, Nancy

# <u>PSYCHOLOGIST INTERN SUPERVISOR</u> – District, \$146.36 Per Month, 2021-22 School Year

Castellanos, Ana	40%
Cortez, Denise	60%
Deleon, Jose	60%
Guerrero, Teresa	40%
Kling, Patricia	40%
Martinez, Lourdes	40%

# B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
PSYCHOLOGIST INTERN SUPER Year (cont.)	RVISOR – District, \$146.36	Per Month, 2021-22	School
Martinez, Veronica		60%	
Mijangos-Sanchez, Maria		40%	
San-Tong, Socheada		60%	
Silva, Ivan		40%	
Villalva, Leticia		60%	
Zamarripa, Susana		60%	

## ROBOTICS COACH - \$37.30 Per Hour, 2021-22 School Year

## <u>Gauldin</u>

Curcio, Heather Gomez, Julio Mitchener, Lisa

#### <u>Lewis</u>

Kang, Diana Silva, Amy Soriano, Marissa Veith, Lacey

# Old River

De Matta, Sussan Neill, Kirsten

#### **Williams**

Hayes, Samantha Kingston-Leon, Nicole Reyes, Rosalie Santana, Patricia

RSP CASELOAD OVERAGE – District, \$165.00 Per Student Per Month, 2021-22 School Year

Eagen, Melanie Herz, Valerie

#### B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

#### SAFE & DRUG FREE (CCTS) - District, \$37.30 Per Hour, 2021-22 School Year

Barber, D'shalen

Benedic, Angelica

Brito, Kirsty

Cid, Lindsay

Cox-Nichols, Trisha

Dann, Claire

De Moss, Cynthia

Durkee, Alison

Fiktarz, Joseph

Garcia, Nadia

Garcia, Valeria

Garrido, Stephanie

Gomez Correa, Darlene

Gomez, Susan

Hamano, Jacqueline

Hanein, Jessica

Heyden, Kelly

Hooker, Nancy

Keele, Brooke

Lavalle, Vincent

Lozano, Charles

Mandenhall, Danielle

Marquess, Samantha

Mata, Iris

Mojarro, Jenny

Moran, Crystal

Ortiz, Joseph

Overturf, Kristy

Platt, Tina

Ruiz, Elisa

Saucedo, Jessica

# B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

#### SATURDAY SCHOOL - \$37.30 Per Hour, 2021-22 School Year

#### **Imperial**

Castanon, Suzanne
Joachim, Susan
Lozano, Brandon
Manzano Amador, Rocio
Munoz, Janet
Olea, Janice
Ortiz, Marcos
Russell, Anne
Toyoshiba, Suzy

## <u>Griffiths</u>

Austin, Samuel Legaspi, Ronald Neill, Tyler Santana, Valerie Wharton, William

#### Downey

Brewer, Uvonne
Duckworth, Lawrence
Flores, Natalie
Godfrey, Rachel
Karzen, Micah
Krimbow, Danielle
Macomber, Andra
Manzanares, Marvin
Saad, Amany
Santa Cruz, Juliet

#### Warren

Curiel, Joe Garfias, Alexis Gipson III, Burness Martinez, Michael Muller, Michael

#### B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

SATURDAY SCHOOL - \$37.30 Per Hour, 2021-22 School Year (cont.)

Warren (cont.) Trejo, Raymundo Webb, John Zegarra, Johnny

SHORT TERM INDEPENDENT STUDY - District, \$37.30 Per Hour, 2021-22 School Year

Santana, Patricia

<u>SPEECH LANGUAGE PATHOLOGIST STIPEND</u> – DHH, \$5,228.00 Per Year, 2021-22 School Year

Gonzales, Monica

STUDENT COUNCIL - \$1,365.00 Per Year, 2021-22 School Year

Lewis

Coronel, Evelyn 50% Martinez, Tracy 50%

#### Unsworth

Lake, Erin

SUBSTITUTE TEACHER - District, \$200.00 Per Day, 2021-22 School Year

Avila, Natalia

Bergstedt, Kyle A.

Chew, Patricia

Drake, Megan N.

Durazo, Juaquin V.

Hickman, Delaney

Keele Batiste, Brittany

Luna, Claudia

Magcale, Melissa A.

Martinez, Stephanie

Martinez, Sydney A.

Nunez, Marylu

#### B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

# SUBSTITUTE TEACHER - District, \$200.00 Per Day, 2021-22 School Year (cont.)

Ortega Benitez, Araceli Patz, Barbara Shaffer, Jessica Vazquez, Zulema N. Zemke, Kristen M.

#### SUPERVISION - \$32.90 Per Hour, 2021-22 School Year

## <u>Stauffer</u>

Chavez, Stephanie Chavez-Zavala, Erik Gomez Segura, Juan Pablo Le, Jin Quan Palomares, Arianna Worthy, Lois

#### Sussman

Acevedo, Maria Catalan, Daniel Dann, Claire Grgas, Steve Marine, Shannon Perez, Jesus

# <u>SUPPORTING PERSONALIZED LEARNING</u> – Downey, \$37.30 Per Hour, 2021-22 School Year

Adams, Melanie
Baca, Teresa
Betancourt, Marcela
Brumfield, Vanessa
Coe, Paul
Crespo, Kelly
Davis, Dexter
Etson, Shannon
Flores, Natalie
Hwang, John

# B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SUPPORTING PERSONALIZ Year (cont.)	<u>ZED LEARNING</u> – Downey	/, \$37.30 Per Hour, 2021	-22 School
Kasner, Debra Katusha, James Kim, Daniel Krimbow, Danielle Lara, Jennifer Leanos, Catalina Moy, Hayden Nevarez, Jessica Nevarez, Robert Overgaauw, Amy Phornvoranunt, Anna Rabak, Marian Roybal, Bonnie Salvato, Melisa Santa Cruz, Juliet Yamasaki, Glenn Young, Marlin			
TEACHER ADDITIONAL PER Memorandum of Understandi	·		ry, per
<u>Doty</u> Navarro, Javier			
Columbus Sary, Matthew Zuniga, Salvador			9/27/21- 12/16/21 9/27/21- 12/16/21
<u>Downey</u> Adams, Melanie			9/01/21- 12/16/21

Andrew, Charlotte Brewer, Uvonne

# B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	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.)

Downey (cont.)

Krimbrow, Danielle 9/01/21-12/16/21

Maldonado, Julia Ellis, Matthew Muller, Justin

TECHNOLOGY LEADERSHIP TEAM - Lewis, \$37.30 Per Hour, 2021-22 School Year

Blazak, Molly Graves, Todd Mayer, Lucia Minahan, Melissa Overturf, Kristy Silva, Amy

### TECHNOLOGY TEACHER LEADER - \$2,557.00 Per Year, 2021-22 School Year

Alameda Cid, Deena Olmedo, Margaret	50% 50%
Carpenter Amaya, Yvonne Jovel, Abigail	50% 50%
Gallatin Swenson, Cheyenne Tanaka, Georgina	50% 50%
Ward Brossmer, Esther Thomas, Lisa	50% 50%

# B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

# TECHNOLOGY TEACHER LEADER - \$2,557.00 Per Year, 2021-22 School Year (cont.)

#### Griffiths

Chatmon, Charmetra Legaspi, Ronald Mc Dermott, Timothy Neill, Tyler Quimby, Jason Schreiner, Scott

TK/K Interventionist - District, \$200.00 Per Day, 2021-22 School Year

Cortes, Leticia

TRANSLATOR - Alameda, \$37.30 Per Hour, 2021-22 School Year

Parra, Marcela

# C. Leave of Absence

Employee	From	То	Effective
CB1068621	Teacher Stauffer \$120,560	Suspension – W/O Pay	10/11/21; 11/02/21; 12/17/21; 1/10/22; 2/09/22
TZ0248819	Teacher Stauffer \$115,000	Suspension – W/O Pay	10/11/21; 11/01/21; 12/17/21; 1/11/22; 02/02/22
Avalos, Katie	Teacher Stauffer \$96,611	LOA – PB W/O Pay	1/04/22- 6/03/22

# C. Leave of Absence (cont.)

Employee	From	То	Effective
Cozart, Lindsey	Teacher Gauldin \$91,733	AB375 – Child Bonding	8/09/21- 10/08/21
Ganser, Cindy	Vice Principal Special Education \$124,621	FMLA W/O Pay	9/14/21- 11/15/21
Hayes, Samantha	Categorical Resource Teacher Williams \$93,902	AB375 – Child Bonding	11/02/21- 12/16/21
Heyden, Kelly	Teacher Gallatin \$69,547	AB375 – Child Bonding	10/11/21- 11/19/21
Higgins, Natalie	AB375 – Child Bonding	FMLA W/O Pay	11/29/21- 12/17/21
Jones, Eugene	AB375 – Child Bonding	FMLA W/O Pay	10/25/21- 2/24/22
Maline, Sarina	Teacher Old River \$78,687	AB375 – Child Bonding	9/28/21- 1/07/22
Quigley, Tyler	Teacher Lewis \$76,064	AB375 – Child Bonding	8/31/21- 11/12/21
Serge, Aubrey	Teacher Old River \$91,733	AB375 – Child Bonding	9/16/21- 12/10/21
Spathopoulos, Julie	Teacher – Curr. Dev. Adult School \$49.39 Per Hour	FMLA W/O pay	10/04/21- 12/31/21

# C. Leave of Absence (cont.)

Employee	From	То	Effective
Vasquez-Funk, Mercelena	Teacher Warren \$109,253	FMLA W/O Pay	8/12/21- 10/01/21
Vasquez-Funk, Mercelena	FMLA W/O Pay	LOA – PB W/O Pay	/ 10/04/21- 10/15/21

# D. Reassignments

Employee	From	То	Effective
Bhakta, Bageshree	Teacher Doty \$92,712	Teacher Specialist College & Career \$92,712	10/01/21
Bowen, Christopher	Teacher Specialist CIA – Elementary \$114,555	Teacher Specialist Educational Services \$114,555	8/09/21
Casalengo, Vonnie	Teacher Specialist CIA – Elementary \$103,354	Teacher Specialist Educational Services \$103,354	8/09/21
Castanon, Suzanne	Teacher – 60% Imperial \$99,009	Teacher – 50% Imperial \$99,009	9/03/21
Estrada, Lilly	Teacher Pace \$87,391	Teacher Williams \$87,391	9/01/21
Mc Gregory, Kyndra	Teacher Sussman \$103,799	Teacher Doty \$103,799	10/01/21

# I. CERTIFICATED

# E. Terminations

Employee	Assignment	Effective	Reason
Perez, Rachel T.	Teacher DHH \$87,911	10/20/21	Voluntary Resignation
Raber, Brian N.	Teacher – RSP Old River \$97,056	7/01/21	Voluntary Resignation

# A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Aldana, Maria (Rpl. L. Navarro)	Inter. Clerical AsstBil. Special Education	\$3,886.00 mo. (100%)	10/01/21
Brown, Tara (New Position)	Sr. Instr. AsstMedical Lewis	\$3,791.00 mo. (75%)	10/11/21
Cortez, Isabella (Rpl. A. Avalos)	Instruct. Media Tech. Warren High	\$3,273.00 mo. (62.5%)	10/25/21
Inchausti, Juan (New Position)	Maint. Electronics Tech. Technology & SIS	\$5,740.00 mo. (100%)	09/20/21
Ortiz Rojas, Jenni (New Position)	Sr. Instr. AsstSign Lang. DHH Program	\$3,613.00 mo. (75%)	10/18/21
Sanders, Brently (New Position)	Comp./Network Supp. Tech. Technology	\$5,209.00 mo. (100%)	10/13/21
FOOD SERVICE ASSIS	STANT - \$14.833 Per Hour, 1	0/05/21, 3.5 Hours	3
Allen, Nicole Buenrostro, Mariana	Stauffer Griffiths	3 Hours	10/07/21
Escalante, Eileen Hatchie, Brandon Rochester, Jamie	Warren High Griffiths Downey High	3 Hours	10/11/21
SR. INSTRUCTIONAL	<u> ASSTBEHAVIOR</u> – \$3,613.0	00 Per Month, 09/2	27/21, 6.5 Hours
Barfield, Jessica Beas, Vanessa	Stauffer Warren High	\$3,273.00 mo.	10/12/21
Gonzalez, Alejandra Gonzalez, Edith	Unsworth Sussman		10/01/21 10/18/21
Knight, Melinda	Lewis	\$3,985.00 mo. 6 Hours	09/22/21
Mosqueda, Angel	Alameda	\$3,445.00 mo. 6 Hours	
Vaaulu, Frances	Warren High	\$3,445.00 mo.	

# A. Employments (Regular) (cont.)

Employee	Assignment	Salary Rate	Service Begins
STUDENT SUPERVISIO	ON ASST \$14.000 P	er Hour, 3.5 Hours	
Diaz, Annette	Rio Hondo		10/01/21
Espinoza, Ana	Gallatin		10/12/21
Messer, David	Carpenter		10/01/21
Padilla, Marissa	Gallatin		10/12/21
Sanfelippo, Mary-Ann	Rio Hondo		10/01/21
	Gallatin		10/12/21

# B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Aguayo, Nora (Substitute)	Attend./Records Clerk Varies	\$24.721 hr.	10/03/21
Arciniega, Anabel (Substitute)	Food Service Asst. Varies	\$14.833 hr.	10/07/21
Ayala, Jasmin (Substitute)	School Based Therapist Varies	\$31.546 hr.	08/23/21
Concha, Thomas (Working out of class as needed)	Utility Worker Stauffer	\$4,392.00 mo.	09/15/21- 06/30/22
Contreras, Andy	Asst. Soccer Coach Downey High	Not to exceed \$1,500.00	08/01/21- 08/13/21
Lara, Maggie (Working out of class as needed)	Lead Custodian Operations	\$4,561.00 mo.	08/17/21- 06/30/22
Leandro, Mayra (Substitute)	Sr. Instr. AsstMedical Varies	\$18.883 hr.	09/28/21

## B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Lopez, Homer	Asst. Pep Squad Coach Downey High	Not to exceed \$2,729.00	08/09/21- 05/31/22
Lopez-Alvarado, Jeshua (Substiute)	Custodian Varies	\$19.747 hr.	10/04/21
Marquez, Griselda (Working out of class as needed)	School Office Manager Williams	\$4,498.00 mo.	07/28/21- 06/30/22
Meraz, Guadalupe (Extra Duty)	Inter. Clerical Asst. Carpenter	\$24.139 hr.	07/26/21- 07/27/21
Miranda, Noe (Substitute)	Utility Worker Varies	\$20.822 hr.	10/01/21
Operana, Liahona (Substitute)	Early Learning Asst. Varies	\$17.158 hr.	09/27/21
Perez, Adrian (Substitute)	Instr. Services Tech. Warren High	\$29.308 hr.	06/02/21- 08/07/21
Sharp, Alexandra (Substitute)	School Based Therapist Varies	\$30.773 hr.	09/22/21- 03/25/22
Valenzuela, Norma (Working out of class as needed)	Sr. Instr. AsstBehavior Doty	\$3,985.00 mo.	09/13/21- 06/30/22
Vazquez, Gabriela (Substitute)	School Based Therapist Varies	\$31.546 hr.	08/23/21

AVID TUTOR - College & Career Readiness, \$14.000 Per Hour, 09/17/21-06/30/22

Gonzalez, Leslie Macomber, Francesca Yepez, Julian

09/16/21-06/30/22

# B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
CAMPUS SECUR	ITY ASST Substitute, \$19	0.338 Per Hour, 10/01	/21
Banks, Crystal			
Coto, Gustavo			10/06/21
Cuevas Calderon, Stewart, Dwight	Jonathan		
	CLERICAL ASSISTANT - S	ubstitute \$18.883 Per	r Hour
INTERMEDIATE	DELITIONE ADDIOTANT	ωροικαίο, φτο.οσο τ οι	11001
Ascencio Avelar, I	ris		10/15/21
Cardenas, Marian	a		09/28/21
Celis, Amy			10/04/21
Contreras Amez, I	Herlinda		10/12/21
Cortez-Sanchez, I	Karina		10/04/21
Duran Lozano, Ve	eronica		10/04/21
Garcia, Esther			10/04/21
Garcia, Juana Y.			09/20/21
Lopez Mata, Maria	a G.		10/12/21
Medina, Roseann			10/06/21
Moreno, Arlene			10/04/21
Nieva, Rosa			10/04/21
Reves, Alexis			10/04/21
Rodriguez, Brend	a		09/22/21
INTERMEDIATE	CLERICAL ASSISTANT-Bili	ngual Oral – Substitut	te, \$19.362 Per Hou
Alfaro, Lissette			09/24/21
Alonzo, Alondra			09/24/21
Alvarez, Ziayan			09/23/21
Briceno, Nancy			09/23/21
Briones, Denise			
D1101.00, 2 01			09/23/21
Bustamante, And	rea		09/23/21 09/24/21
Bustamante, And Camacho, Janet	rea		
Camacho, Janet			09/24/21 09/23/21 09/24/21
Camacho, Janet Cardenas, Mariar			09/24/21 09/23/21
Camacho, Janet Cardenas, Mariar Coreno, Karla			09/24/21 09/23/21 09/24/21
Camacho, Janet Cardenas, Mariar Coreno, Karla Garcia, Juana Y.			09/24/21 09/23/21 09/24/21 10/08/21
Camacho, Janet Cardenas, Mariar Coreno, Karla	na		09/24/21 09/23/21 09/24/21 10/08/21 09/23/21

## B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
INTERMEDIATE C	LERICAL ASSISTANT-Bilin	ngual Oral – Substitute	e, \$19.362 Per Hour
Landeros, Patricia			09/23/21
Moreno, Arlene Ochoa-Clark, Char	ntal		09/24/21 09/23/21
Paez, Andrea Perez Sanchez, El	izabeth		09/23/21 09/23/21
Ruiz, Samantha Zavala, Amanda			09/23/21 09/23/21
Zavaia, Amanua			03/23/21

## PURSUING VICTORY WITH HONOR TRAINING - 09/23/21, Not to Exceed \$149.20

Alvarez, Edwin Austin, Stephen Flores, Ronald Gamino, Joseph Gravel, Matthew Gutierrez, Michael Patterson, Bobby Rachel, Traco Smith, Larry Taylor, Ahmad

# SR. INSTRUCTIONAL ASST.-BEHAVIOR - Substitute, \$18.883 Per Hour, 10/11/21

Covarrubias, Angelica Fierros Roque, Soledad Miller, Linda

10/13/21

# STUDENT SUPERVISION ASST. - Extra Duty, \$14.000 Per Hour

Calderon, Silvina	09/30/21-06/30/22
Garza, Joseph	08/15/21-06/30/22
Luevano, Regina	09/22/21-06/30/22
Martinez De Vazquez, Lorena	09/30/21-06/30/22
Mendez, Isabel	09/22/21-06/30/22
Rodriguez, Jeannette	09/22/21-06/30/22
Ruano, Maria	09/22/21-06/30/22

# B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
STUDENT SUPER	VISION ASST. – Substitute	, \$14.000 Per Hour	
Coker, Miranda			09/14/21
Diab, Amira			09/27/21
Macedo, Diana			09/29/21
Perez, Alejandra			09/24/21
Rodriguez Puc, Ne	llv		09/29/21

# C. Change of Assignment

Employee	From:	То:	Effective
Aguilar, Rosangela (Working out of class in Limited-Term Assignment)	School Office Mgr. Ward \$4,846.00 mo. (100%)	Student Info. Sys. Oper. Technology \$5,202.00 mo. (100%)	10/11/21- 03/26/22
Araujo, Annette (Promotion) (Rpl. M. Flores)	Food Service Asst. Griffiths \$17.994 hr. 3.5 Hours	Food Service Asst. II Downey High \$19.338 hr. 4 Hours	09/16/21
Bodine, Kelly (Decrease in Hours)	Student Supv. Asst. Old River \$14.000 hr. 3.5 Hours	Student Supv. Asst. Old River \$14,000 hr. 3.17 Hours	09/13/21
Briones Urrea, Jennifer (Reassignment) (Rpl. C. Molina-Torrez)	Sr. Instr. AsstBehavior Alameda \$3,445.00 mo. (75%)	Sr. Instr. AsstBehavior Gauldin \$3,445.00 mo. (81.25%)	09/27/21
Chavez, Corrine (Return to regular assignment)	Food Service Supv. I Ward \$20.780 hr. 7.5 Hours	Food Service Asst. II Lewis \$19.338 hr. 5 Hours	09/16/21

# C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Diaz, Dianna (Working out of class in Limited-Term Assignment)	Inter. Clerical Asst. Stauffer \$3,985.00 mo. (100%)	Senior Secretary CIA-Secondary \$4,283.00 mo. (100%)	10/25/21- 06/30/22
Diaz, Rafael (Salary Change)	Comp./Net. Supp. Tech. Technology \$6,324.00 mo. (100%)	Comp./Net. Supp. TechBil. Technology \$6,481.00 mo. (100%)	09/24/21
Fernandez, Vanessa (Promotion) (Rpl. E. Williams)	Food Service Asst. Warren High \$17.994 hr. 3.5 Hours	Food Service Asst. II Warren High \$19.338 hr. 4 Hours	09/16/21
Flores, Edwin (Salary Change)	Comp./Net. Supp. Tech. Technology \$6,324.00 mo. (100%)	Comp./Net. Supp. TechBil. Technology \$6,481.00 mo. (100%)	09/24/21
Flores, Milagros (Reassignment) (Rpl. J. Drinkard)	Food Service Asst. II Downey High \$19.338 hr. 4 Hours	Food Service Asst. II Warren High \$19.338 hr. 4 Hours	09/16/21
Fuentes, Efrain (Increase in Hours)	Sr. Instr. AsstSign. Lang. DHH Program \$3,985.00 mo. (75%)	Sr. Instr. AsstSign. Lang. DHH Program \$3,985.00 mo. (81.25%)	08/09/21
Gonzalez, Christian (Salary Change)	Comp./Net. Supp. Tech. Technology \$6,324.00 mo. (100%)	Comp./Net. Supp. TechBit Technology \$6,481.00 mo. (100%)	. 09/24/21
Hoffman, Erik (Return to regular assignment)	Facilities Prog. Mgr. Facilities Plng. & Dev. \$7,929.00 mo. (100%)	Maint. Electr. Tech. Technology & SIS \$6,024.00 mo. (100%)	09/10/21

# C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Hoover, Frank (Working out of class in Limited-Term assignment)	Maint. Electr. Tech. Technology & SIS \$6,324.00 mo. (100%)	Facilities Sys. Coord. Facilities Plng. & Devel. \$6,679.00 mo. (100%)	09/01/21- 01/31/22
Martinez, Anna (Working out of class for regular employee)	Food Service Asst. Lewis \$17.158 hr. 3 Hours	Food Service Asst. II Lewis \$19.338 hr. 5 Hours	10/08/21- TBD
Medina, Lisa (Return to regular assignment)	Food Service Supv. I Alameda \$20.780 hr. 7.5 Hours	Food Service Asst. II Alameda \$19.338 hr. 4 Hours	09/09/21
Mejia Belmonte, Jose (Salary Change)	Comp./Net. Supp. Tech. Technology \$6,324.00 mo. (100%)	Comp./Net. Supp. TechBil. Technology \$6,481.00 mo. (100%)	09/24/21
Perez-Mendoza, Jessica (Working out of class for regular employee)	Inter. Clerical Asst. Ward \$4,184.00 mo. (100%)	School Office Mgr. Ward \$4,498.00 mo. (100%)	07/28/21- 06/30/22
Rios, Carla (Working out of class for regular employee)	Food Service Supv. I Ward \$3,987.00 mo. 7.5 Hours	Food Service Supv. II Stauffer \$4,193.00 mo. 8 Hours	10/06/21- TBD
Rodriguez, Jeannette (Working out of class for regular employee)	Sr. Instruct. Asst. Downey High \$3,981.00 mo. (68.75%)	Int. School Off. Mgr. Doty \$4,283.00 mo. (100%)	10/11/21- 06/30/22

# D. Leaves of Absence

Employee	Assignment	Effective	Reason
Asher, Julissa	Sr. Instr. AsstBehavior Alameda	10/04/21- 01/14/22	AB2393-Child Bonding Leave
Garcia, Irene	Inter. Clerical Asst. Doty	10/04/21- 01/14/22	AB2393-Child Bonding Leave
Lewis, Tarah	Campus Security Asst. Doty	09/29/21- 10/13/21	FMLA/ CFRA
Molina, Erin	Food Service Asst. Price	09/27/21- 10/25/21	Personal Business W/OUT PAY
Morales, Carolina	Sr. Instr. AsstMedical Imperial	09/22/21- 09/22/22	Personal Business W/OUT PAY
Perez, Jr., Jose	Sr. Instr. AsstBehavior Warren High	10/12/21- 04/12/22	Personal Business W/OUT PAY
Rodriguez, Amy	Attend./Records Clerk Griffiths	11/08/21- 04/08/22	Personal Business W/OUT PAY
Velazquez, Delmy	Sr. Instr. AsstBehavior Stauffer	09/13/21- 11/08/21	Personal Business W/OUT PAY
XQ6341790	Campus Security Asst. Warren High	10/13/21- TBD	Paid Admin. Leave

# E. Terminations

Employee	Assignment	Effective	Reason
Alexander, Raven	Custodian Substitutes	10/08/21	Voluntary Resignation
Arciniega, Anabel	Food Service Asst. Downey High	10/07/21	Voluntary Resignation
Caggiano, Melissa	Comm. Center Asst. Superintendent's Office	11/16/21	Early Retirement
Florendo, Maria	Speech-Lang. Path. Asst. Special Education	10/09/21	Voluntary Resignation
Gomez Segura, Juan Pablo	Sr. Instructional Asst. Stauffer	09/14/21	Voluntary Resignation
Gomez, Roland	Registered Behavior Tech. Special Education	10/28/21	Voluntary Resignation
Heredia, Jasmine	Food Service Asst. Warren High	09/28/21	Voluntary Resignation
Hoodye, Christopher	Sr. Instr. AsstBehavior Stauffer	09/14/21	Voluntary Resignation
Lombardi, Rebecca	Bus Driver Transportation	10/05/21	Voluntary Resignation
Machuca, Alicia	Food Service Asst. Downey High	10/05/21	Voluntary Resignation
Madrid, Michelle	Food Service Asst. Rio Hondo	09/08/21	Job Abandonment
Martinez, Blanca	Sr. Personnel Tech. Classified H.R.	10/23/21	Voluntary Resignation
Mesa, Raquel	Food Service Asst. Price	10/16/21	Voluntary Resignation

# E. Terminations (cont.)

Employee	Assignment	Effective	Reason
Parra, Nadia	Student Supv. Asst. Carpenter	09/15/21	Voluntary Resignation
CORRECTED ACTION Patel, Bhrugulata	Sr. Instructional Asst.	06/01/21	Retirement
Perez, Claudia	DHH Program Sr. Instr. AsstMedical	10/02/21	Voluntary
Terry, Mikesha	Lewis Sr. Instr. AsstBehavior	11/05/21	Resignation Voluntary
Terry, Mikesita	Alameda		Resignation
Throneberry, Sandra	Custodian Operations	10/12/21	Service Retirement
Valdez, Rosana	Student Supv. Asst. Carpenter	10/04/21	Voluntary Resignation
Williams, James	Custodian Operations	10/16/21	Service Retirement



II. 72. AUTHORIZE the service of the science teacher, as submitted, assigned on a Provisional Internship Permit, effective September 27, 2021 through June 3, 2022.

## **Supporting Documents**



# Downey Unified School District

### Certificated Human Resources

DATE: November 2, 2021

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

FROM: Alyda R. Mir, Assistant Superintendent, Human Resources

SUBJECT: PROVISIONAL INTERNSHIP PERMIT

## **ACTION ITEM**

The District has asked for a Provisional Internship Permit for the following teacher to instruct Middle School Science to students in Grades 6 – 8, effective September 27, 2021 through June 3, 2022:

Sussman Middle School

Szechy, Daniel Science

## SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the Science teacher, as submitted, assigned on a Provisional Internship Permit, effective September 27, 2021 through June 3, 2022.



II. 73. AUTHORIZE the service of the CTE teachers, as submitted, assigned on a Variable Term Waiver for Education Code Section 44253.11, effective August 9, 2021 through June 3, 2022.

## **Supporting Documents**



## Downey Unified School District

### Certificated Human Resources

DATE:

November 2, 2021

TO:

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

FROM:

Alyda Mir, Assistant Superintendent, Human Resources

SUBJECT: CREDENTIAL WAIVER (EDUCATION CODE SECTION 44253.11)

## **ACTION ITEM**

In accordance with Education Code 44253.11, the District has asked for a Variable Term Waiver Request CCSD SDAIE for the following CTE teachers to instruct EL students in Grades 9 - 12, effective August 9, 2021 through June 3, 2022:

Columbus High School

Cervantes, Carlos

CTE - Welding

Downey High School

Alvarez, Gary

CTE - Film & Television

### SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the CTE teachers, as submitted, assigned on a Variable Term Waiver for Education Code Section 44253.11. effective August 9, 2021 through June 3, 2022.



II. 74. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Downey High School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 25, 2021.

## **Supporting Documents**



# DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources/Personnel Commission

DATE:

November 2, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT-BEHAVIOR)

## **ACTION ITEM**

We have received a request from Reynaldo Vargas-Carbajal, Jr., Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior. This new position is being created to support the special needs of a new student at Downey High School per the students IEP.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Downey High School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 25, 2021.

### SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Downey High School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective August 25, 2021.



II. 75. 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 and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective September 20, 2021.

## **Supporting Documents**



# DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources/Personnel Commission

DATE: November 2, 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 and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective September 20, 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 and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective September 20, 2021.



II. 76. RATIFY the establishment of one new position with duties corresponding to the current classification of Campus Security Assistant, assigned to Downey High School, eight hours per day, ten months per year, at range 120, \$3,352 - \$4,080 per month, effective October 11, 2021.

## **Supporting Documents**



# DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources/Personnel Commission

DATE:

November 2, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF ONE NEW POSITION (CAMPUS SECURITY

ASSISTANT)

## **ACTION ITEM**

We have received a request from Tom Houts, Principal, Downey High School, to establish one new position with duties corresponding to the current classification of Campus Security Assistant. This new position is being requested due to the need for additional security for safety purposes.

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 Campus Security Assistant, assigned to Downey High School, eight hours per day, ten months per year, at range 120, \$3,352 - \$4,080 per month, effective October 11, 2021.

### SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Campus Security Assistant, assigned to Downey High School, eight hours per day, ten months per year, at range 120, \$3,352 - \$4,080 per month, effective October 11, 2021.



II. 77. RATIFY the establishment of one new position with duties corresponding to the current classification of Dispatcher/State Certified Driver Instructor, assigned to the Transportation Department, eight hours per day, twelve months per year, at range 195, \$4,957 - \$6,024 per month, effective October 21, 2021.

## **Supporting Documents**



# DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources/Personnel Commission

DATE: November 2, 2021

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

FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (DISPATCHER/STATE

CERTIFIED DRIVER)

## **ACTION ITEM**

We have received a request from John Shook, Director, M.O.T. Services, to establish one new position with duties corresponding to the current classification of Dispatcher/State Certified Driver Instructor in the Transportation Department. This new position is being requested due to the increased need for dispatching and training of bus drivers.

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 Dispatcher/State Certified Driver Instructor, assigned to the Transportation Department, eight hours per day, twelve months per year, at range 195, \$4,957 - \$6,024 per month, effective October 21, 2021.

### SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Dispatcher/State Certified Driver Instructor, assigned to the Transportation Department, eight hours per day, twelve months per year, at range 195, \$4,957 - \$6,024 per month, effective October 21, 2021.



II. 78. APPROVE the revised duty statement and title change for the classification of Instructional Services Technician to College and Career Technician, as attached, effective November 3, 2021.

## **Supporting Documents**



# DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Personnel Services / Personnel Commission

DATE:

November 2, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

Prepared by Jaimie Valdez, Personnel Analyst

SUBJECT:

RECOMMENDED REVISION OF CLASS DESCRIPTION AND TITLE

CHANGE - INSTRUCTIONAL SERVICES TECHNICIAN

## **ACTION ITEM**

In preparation for the upcoming recruitment for the Instructional Services Technician, the current class description was reviewed with incumbents and CSEA, Chapter 248. After review, staff recommends changing the class description to update language that reflects the current program. Additional revisions were made to accurately reflect the duties of this classification and to update outdated terminology to remain current with industry standards.

It is recommended to change the title of the classification from Instructional Services Technician to College and Career Technician to more accurately reflect the purpose of the position.

### SUPERINTENDENT'S RECOMMENDATION:

APPROVE the revised duty statement and title change for the classification of Instructional Services Technician to College and Career Technician, as attached, effective November 3, 2021.

## DOWNEY UNIFIED SCHOOL DISTRICT PERSONNEL COMMISSION CSEA UNIT I



# INSTRUCTIONAL SERVICES TECHNICIAN COLLEGE AND CAREER TECHNICIAN

## **BASIC FUNCTION:**

Under the direction of an assigned supervisor, enroll and monitor assess students participation in special programs such as CTE Guided Pathways SELACO WIB, GAIN/CalWORKs, or ROP; assist students and guidance personnel in the recording and transmitting of data management and records, assisting students to guide in proper placement and encouraginge student participation.

### REPRESENTATIVE DUTIES:

Prepare, maintain and distribute information regarding specific classes within Guided Pathways and CTE or other assigned programs. *E* 

Assist in the marketing, recruiting, testing, data gathering, advising and monitoring students participating in the assigned Guided Pathways and CTE programs. **E** 

Prepare, compile and maintain a variety of records, reports, and files related to assigned activities for financial aid, scholarships, college testing, vocational training, and college applications. *E* 

Interview applicants, assess interest and determine eligibility for programs; enroll participants assuring proper completion of forms and documentation; establish student records and files and assure proper placement in classes according to instructional plans.  ${\it E}$ 

Register, program and support the scheduleing of students into classes as directed by counselors and District staff; check registration information for completeness and accuracy; inform students regarding course locations and schedules. **E** 

Monitor class attendance; submit attendance reports; communicate attendance procedures. **€** 

Contact outside employers, employment agencies and other support organizations to develop contacts for participants in assigned program. *E* 

Coordinate <u>career interest related assessments or</u> testing of students as directed; <del>correct tests and complete assessment of the test battery.</del> **E** 

Research and assess career, college, and university options directly related to Downey Unified's Guided Pathways and CTE programs. *E* 

## REPRESENTATIVE DUTIES: (Continued)

Coordinate and oversee the College and Career Fair or the Annual Job Fair and CTE events. **E** 

Actively participate within the community and in the Downey Chamber of Commerce so as to positively represent the school. *E* 

Develop CTE job preparation related career exploratory workshops for participants in assigned to introduce Guided Pathways and CTE programs. Continuously establish externship opportunities with local businesses for participants in assigned program. Provide pre/post employment services for students such as resume help, job search assistance, application assistance, job retention skills, and creating a listing of current openings. **E** 

Refer student problems issues to the appropriate counselor; identify and assist students requiring vocational guidance; administer surveys and guidance activities asdirected.

Attend program meetings, workshops, trainings and conferences designed to maintain current knowledge of career opportunities, college admission, financial aid requirements and to improve skills and maintain program procedures. **E** 

Perform a wide variety of other support functions involving interaction with students and participation with faculty and administrators in the assigned Guided Pathways and CTE programs.

Drive a vehicle to various sites to conduct work. E

Must demonstrate attendance sufficient to complete the duties of the position as required.  $\boldsymbol{E}$ 

Perform related duties as assigned.

Note: At the end of some of the duty statements there is an italicized "E" which identifies essential duties required of the classification.

Proposed, November 2021, D.U.S.D. April 2006, D.U.S.D. October 1998, D.U.S.D. June 1989, Ewing & Company



III. 2. ADOPT Resolution No. 202122-05 regarding Membership to the School Project for Utility Rate Reduction (SPURR) effective November 2, 2021.

## **Supporting Documents**



### DOWNEY UNIFIED SCHOOL DISTRICT

Resolution No. 202122-05

## JOINT POWERS AUTHORITY MEMBERSHIP --SCHOOL PROJECT FOR UTILITY RATE REDUCTION

WHEREAS, the Downey Unified School District has been considering methods to better address the costs, sources, and terms of its utilities services, including natural gas, electricity, renewable energy, telecommunications, network infrastructure, water, sewage, and waste hauling, and;

WHEREAS, other California public agencies, such as school districts, community college districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to be active in utility regulatory proceedings and to acquire utility supplies and services for use at their respective facilities, and have formed the School Project for Utility Rate Reduction (SPURR), a California joint powers authority;

WHEREAS, the Alameda County Superintendent of Schools has agreed to act as the treasurer and responsible Fiscal Agent for SPURR, and;

WHEREAS, Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

WHEREAS, California law enables school districts, county superintendent of schools, community college districts, and joint power agencies to be active in utility regulatory proceedings, to acquire utility supplies and services for use at their respective facilities, and to establish a coalition to accomplish those ends.

NOW, THEREFORE, BE IT RESOLVED that the governing board of the Downey Unified School District hereby declares its membership in SPURR, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the SPURR Joint Powers Agreement and any agreements necessary or appropriate to participate SPURR programs.

PASSED and ADOPTED by the Governing Board this 2nd Day of November, 2021.

AYES: NAYS: ABSENT:	 DOWNEY UNIFIED SCHOOL DISTRICT
	D. Mark Morris President, Board of Education



III. 3. APPROVE Agreement No. 202122-302 with the School Project for Utility Rate Reduction (SPURR) from November 2, 2021 through June 30, 2022.

## **Supporting Documents**



Agreement No. 202122-302 - SPURR JPA Agreement [all California] - Technology - C. Nezzer



### SCHOOL PROJECT FOR UTILITY RATE REDUCTION

## **Joint Powers Agreement**

This Agreement is among those public agencies signatory to this Agreement and is for the purpose of establishing, operating and maintaining the School Project for Utility Rate Reduction (SPURR.)

This Agreement is entered into pursuant to the provisions of Sections 6500 et seq. (Joint Powers Agreement) of the California Government Code for the benefit of the School Districts, Community College Districts and the County Superintendents of Schools signatory hereto (and also those which may hereafter become signatory hereto), for the purpose of operating a program to be known and designated as the School Project for Utility Rate Reduction, herein after designated as SPURR, and;

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public

interest of said parties to join together to establish this Joint Powers Agreement

to accomplish the purposes herein after set forth, and;

WHEREAS, the signatories hereto have determined that there is a need by Public Educational

Agencies to seek utility rate reduction, especially for electricity and natural gas,

and;

WHEREAS, Section 6502 of the Government Code of the State of California authorizes joint

exercises by two or more public agencies of any power common to them;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFORM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATIONAL AGENCIES, EACH OF THE PARTIES HERETO DOES HEREBY AGREE AS FOLLOWS:

### 1. CREATION OF THE SCHOOL PROJECT FOR UTILITY RATE REDUCTION (SPURR)

Pursuant to Title1, Division 7, Chapter 5 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the School Project for Utility Rate Reduction, herein after designated SPURR.

SPURR shall have the powers common to the participating Districts and is hereby authorized to do all acts necessary for the exercise of said common powers, including but not limited to, any or all of the following: to make and enter into contracts; to incur debts, liabilities and obligations; to acquire, hold or dispose of property; to receive gifts, contributions, and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided by law, and except as expressly set forth herein, subject only to such restrictions upon the manner or exercising such powers as are imposed upon districts in the exercise of similar powers. It is specifically agreed that the debts, liabilities and obligations of SPURR shall not be debts, liabilities and obligations of the parties to this Agreement.

### 2. PURPOSE

The purpose of SPURR shall be to seek on behalf of the members the reduction of utility rates, especially for electricity and natural gas.

### 3. MEMBERSHIP

Each party to this Agreement must be eligible for SPURR membership as defined in the Bylaws, and become a member on the effective date of this Agreement, and is entitled to the rights and privileges, and is subject to the obligations of membership, all as are provided in this Agreement. Public Educational

Agencies desiring membership after initial operation has begun shall apply under the provisions of the Bylaws.

### 4. EFFECTIVE DATE

This Agreement shall become effective on September 1, 1989, or, for members joining after that date, on the date specified below.

### 5. TREASURER

This Agreement, pursuant to Government Code 6505.6, herewith establishes the Office of Treasurer. The Treasurer shall be the Assistant Superintendent, Business Services, of the Alameda County Superintendent of Schools.

### 6. TREASURER'S FEES

The annual payment to the Treasurer for the cost of accounting for SPURR funds, payment of employee salaries and benefits, payment of such other obligations as may occur, and the production of monthly financial reports shall be three (3) percent of SPURR income received for the fiscal year. In addition, SPURR shall reimburse the Treasurer for all actual expenses incurred for additional services performed at the direction of SPURR.

### 7. GOVERNANCE

SPURR shall be governed by a Board of Directors selected according to the provisions of the Bylaws.

### 8. BYLAWS

SPURR shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as "Exhibit A," and by this reference made a part of this Agreement as though fully set forth herein. Wherever in this Agreement the Bylaws are referred to, said Bylaws shall be those set forth in Exhibit A and as they may be amended thereafter. Each party to this Agreement approves said Bylaws and agrees to comply with and be bound by their provisions, and further agrees that **SPURR** shall be operated pursuant to this Agreement and said Bylaws. Said Bylaws may be amended as provided therein.

### 9. AFFIRMATIVE ACTION POLICY STATEMENT

It shall be the permanent and voluntary policy of this Joint Power Board of SPURR to practice fair and impartial employment, recognizing applicants and employees on the basis of personal and professional merit, thereby reaffirming the dignity of individuals without regard to race, color, creed, national origin, ancestry, age, sex, or physical handicap in every aspect of personal policies, practices, and treatment of personnel.

### 10. ADDITIONAL PARTIES

Additional parties may be added to this Agreement by written amendment between the additional party and SPURR.

### 11. TERMINATION

Any party may terminate its participation in this agreement by providing written notice to the other parties not less then 90 days prior to July 1 of any year after the initial year. Termination shall be effective on July 1 following the delivery of notice to all parties. No return of funds already paid to SPURR shall be made by SPURR when a member district withdraws from this JPA.

### 12. RECORDS

The Treasurer shall maintain records separately identifying the expenses incurred in the performance of the duties described herein. The Managing Director shall maintain records of the Minutes of the Board of Directors meetings and such other official records of the JPA as required by law.

### 13. MEMBERSHIP FEES

Membership shall be established for each member district which contributes to the SPURR account managed by the Alameda Superintendent and as established in the Bylaws for each regular and special

education student enrolled in the school districts and schools maintained by the County Superintendents of Schools and for each ADA, until FTE is adopted, in the Community College Districts.

### 14. TERM, DISSOLUTION AND SEVERABILITY OF JOINT POWERS AGREEMENT

### A. Term and Extension

This Joint Powers Agreement shall commence September 1, 1989 and be extended from year to year thereafter, commencing each July 1. The majority of the members of this Joint Powers Agreement may terminate this Joint Powers Agreement at any time, provided all parties dealing with SPURR and all SPURR members have been notified at least 30 days in advance.

### B. Dissolution

In the event this Joint Powers Agreement is terminated by districts as herein allowed, the Treasurer shall, after all debts have been paid and properly disposed of, distribute to each school district that is a party hereto on the effective date of dissolution, the balance of the SPURR assets on a <u>pro rata</u> basis according to the extent of each school district's contribution of funds hereunder since the creation of SPURR.

### C. Severability

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

### 15. ASSIGNS

No party to this Joint Powers Agreement may sublet, assign, or transfer any interest in this Joint Powers Agreement without written consent of all of the parties thereto.

The parties thereto have caused this Joint Powers Agreement to be signed in their behalf by their duly authorized representatives on this <u>2nd</u> day of <u>November</u>, <u>2021</u>, by the following signatory School Districts, Community College Districts and County Superintendents of Schools.

Downey Unified School District		
•	Agency	
	Cianatura	
	Signature	
Christina Aragon		
	Typed Name	
Assoc. Supt. Bus. Svcs.		
	Title	



### **BYLAWS** OF THE SCHOOL PROJECT FOR UTILITY RATE REDUCTION

## Attachment "A"

As approved by SPURR Board of Directors through June 15, 2020

#### I. Membership

- Any public school district, community college district or county superintendent of A. schools in any area of California may be a member of SPURR.
- В. Membership is bestowed upon receipt in the SPURR administrative offices of the duly signed governing board resolution or other action authorizing membership and the duly signed Joint Powers Agreement.
- C. Second and subsequent years of membership shall be continued upon receipt of the annual assessment, if any, not later than October 15, or upon membership in a procurement program with membership assessments or program fees occurring through the program's regular billing process. For years in which there is no annual assessment, a member not enrolled in a SPURR procurement or other program shall continue as a member until either (1) the member resigns by providing written notice to SPURR, or (2) SPURR provides written notice of membership discontinuation to the member.

#### II. Meetings

- A. There shall be at least one general meeting of the SPURR membership annually.
- В. The Board of Directors will meet at least semiannually.
- C. Special meetings of the general membership or of the Board of Directors may be called by a majority of the Board of Directors.

#### III. Voting

- Each member District is entitled to one vote. A.
- B. A majority of fifty percent of those voting plus one vote shall be required to pass any ballot measure.

#### IV. **Board of Directors**

#### **Membership of Board of Directors** A.

1. To the extent possible, the membership of the Board of Directors will reflect geographic diversity and various school district organizational patterns, all dependent on securing the best available candidates.

- 2. The Board of Directors shall consist of nine members actively employed in some aspect of public school educational administration as follows:
  - a. The Treasurer shall be an employee of the Alameda County Office of Education.
  - b. There shall be two (2) members who are employed in Community Colleges (Grades 13-14).
  - c. There shall be six (6) members who are employed in public school districts.
- 3. The Board of Directors shall also consist of two alternative members who are actively employed in some aspect of public school educational administration. One alternative member must be actively employed by a community college district that is a member of SPURR and shall have voting powers and count to constitute a quorum only in the event that a Board of Directors member appointed under Section 2(b) is absent. One alternative member must be actively employed by a public school district that is a member of SPURR and shall have voting powers and count to constitute a quorum only in the event that a Board of Directors member appointed under Section 2(c) is absent. Both alternative members may attend all meetings, including closed sessions, at any time.

### B. Election of Board of Directors

- 1. The Board of Directors, after the first, shall be elected according to the following procedures:
  - a. The President and Managing Director shall serve as a nominating committee to the Board. They shall nominate replacements so as to assure that the total Board consists of members described in IV.A.2. above. The Nominating Committee shall present its nominee(s) to the Board of Directors at its next noticed meeting. The Board of Directors may add additional nominees, as long as the criteria for total Board membership are maintained. The Board of Directors shall elect the new member(s), who shall take office upon election.
  - b. If any member District wishes to challenge a sitting Board member it will notify the Managing Director in writing by July 1, identifying the proposed replacement. The Managing Director shall arrange an at large election for the position. This election shall be conducted in July or August following receipt of the District's request. The election results shall be effective September 1.
- 2. The Board of Directors is authorized to appoint individuals to fill vacancies on the Board.
- 3. Each Board member shall serve until one of the following occurs:

- a. the Board member resigns from the Board of Directors,
- b. the Board member no longer meets their membership criteria,
- c. the Board member is replaced by another Board member elected by the membership at large to fill that seat, or
- d. they vacate the office by any of the actions or inactions which would result in the vacation of a seat by a member of a California school district governing board.

If a Board member no longer meets Board membership criteria due to their retirement or other discontinuance of active employment in some aspect of public school educational administration, they may retain their Board membership and their status (if any) as an officer of SPURR through the next regularly scheduled in-person meeting of the Board.

To encourage diversity, no two Board of Director members will be employed at the same time by the same public education institution. In the event of such an occurrence, the Board member whose change in position immediately results in this situation, may retain their Board membership and their status (if any) as an officer of SPURR through the next regularly scheduled in-person meeting of the Board unless the situation ceases to exist by that time."

Provided a quorum is present, the Board may by two-thirds vote (from which the affected Board member abstains), extend a Board membership or officer status by a period not to exceed six months from the date by which such membership or status would otherwise lapse.

#### C. Power and Duties of the Board of Directors

1. Employment of Staff, Consultants and Independent Contractors

Board of Directors shall have the power to employ staff, consultants and independent contractors. The Board shall set salary, benefits and compensation for such.

2. Acquisition of Property

Board of Directors shall have the power to enter into contracts with governmental or private agencies for the lease or rental of any personal or real property.

3. Accepting of Grants

Board of Directors shall have the power to accept grants, gifts and bequests from the private and governmental sources in the name of and on behalf of SPURR.

4. Adoption of Budget

Board of Directors shall have the power to adopt a budget and expend funds within the limits of budgeted income.

#### D. Meetings of the Board of Directors

- 1. The President of the Board of Directors shall preside over meetings of the Board of Directors.
- 2. All meetings shall be conducted subject to the Open Meeting Laws of the State of California, specifically Government Code section 64950 et seq.
- 3. In any case in which neither state law, the SPURR Joint Powers Agreement, nor the Bylaws of SPURR speak to a procedural question, the actions of the Board of Directors shall be governed by the current edition of *Robert's Rules of Order Newly Revised*.

#### V. Officers and Executive Board of the Board of Directors

#### A. Membership

1. The Executive Board of the Board of Directors shall consist of a President, a Vice-President/Clerk and the Treasurer.

#### 2. Selection/Election

- a. The President and Vice-President/Clerk shall be elected by the Board of Directors and shall serve for terms of two years. Each person elected shall hold only one office at a time. Each person may serve not more than two consecutive terms in the same office. If an officer election is not conducted by the Board by the second anniversary of a person's election, the person may continue their term in office through the next officer election.
- b. The Treasurer shall be appointed by the Alameda County Superintendent of Schools.

#### 3. Powers and Duties

a. President

Meetings of the Executive Board shall be called by the President, as he/she determines they are needed.

- b. Executive Board
  - (1) The Executive Board shall have the power to make budgetary transfers.
  - (2) The Executive Board shall have the power to fulfill any of the

duties of the Board of Directors, as specifically authorized by the Board of Directors.

#### c. Treasurer

- (1) The Treasurer, pursuant to Government Code Section 6505.6, shall perform the duties of Treasurer and Auditor and shall comply with the duties and responsibilities set forth in subdivisions (a) to (d), inclusive of Government Code section 6505.5.
- (2) The Treasurer shall receive and place all SPURR funds in the treasury of the Treasurer, designated to the credit of SPURR.
- (3) The Treasurer shall be responsible upon his/her official bond for the safekeeping and disbursement of SPURR money so held by him/her.
- (4) The Treasurer shall pay, when due, out of money of SPURR so held by him/her, all sums payable on outstanding bonds and coupons of SPURR or entity.
- (5) The Treasurer shall pay any other sums due from SPURR money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement.
- (6) The Treasurer may invest in government securities, AAA-rated commercial paper, or money market accounts to the extent allowed by law.

#### VI. Fees

- A. Annual fees may be paid each year to maintain membership in good standing in SPURR, if required by action of the Board of Directors. If no action is taken by the Board of Directors prior to the beginning of a fiscal year to set annual membership fees, then the annual fees for that fiscal year shall be set at zero. Additional fees may be charged for participating in specific programs offered by SPURR, participation in which shall be voluntary.
  - 1. Each school district, community college district and county office participating in the gas procurement program or any other program so designated by the Board of Directors shall pay fees for SPURR membership and for Program participation, which fees, if any, shall be in amounts to be established by the Board of Directors. The amount of the SPURR membership fee and the gas procurement program fee may be adjusted no more than once per year.
  - 2. Any other public agency participating in a SPURR program shall be required to pay a participation fee in an amount to be determined by the Board of Directors.

In any SPURR program, staff shall keep such public agency participation below 30% of total participation, except as expressly permitted or ratified by the Board of Directors.

### VII. Amendment of Bylaws

These Bylaws may be amended by a two-thirds vote of the Board of Directors, provided a quorum is present.



IV. 1. RECEIVE and APPROVE Administrative Report: Annual Report of Developer Fees for fiscal year 2020-21.

### **Supporting Documents**



scan1336

### DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE: November 2, 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: 2020-21 ANNUAL REPORT OF DEVELOPER FEES

#### ADMINISTRATIVE REPORT

District Administration is required to report annually to the Board of Education and make available to the public the fund balance and sources and uses of Developer Fees collected during that fiscal year. The summary of this data is reported herein. More detailed information may be provided to the public upon request.

#### SUPERINTENDENT'S RECOMMENDATION:

RECEIVE and APPROVE Administrative Report: Annual Report of Developer Fees for fiscal year 2020-21.

## Downey Unified School District 2020-2021 Annual Developer Fees Report June 30, 2021

FUND BEGINNING BALANCE	\$ 1,886,883.90
INCOME	
Downey - Residential	\$ 314,043.13
Downey - Commercial	\$ 5,319.81
Bellflower - Residential	\$ 100,892.63
Bell Gardens - Residential	\$ 4,733.71
South Gate - Residential	\$ 3,125.28
South Gate - Commercial	\$ -
Fair Value of Investments	\$ (12,640.00)
Interest	\$ 10,379.55
TOTAL INCOME	\$ 425,854.11
EXPENDITURE	
Developer Fee Study	\$ 5,961.94
Purchase Leased Portables (Price ES)	\$ 63,662.86
TOTAL EXPENDITURES	\$ 69,624.80
FUND ENDING BALANCE	\$ 2,243,113.21



V. 1. APPROVE the Tentative Successor Agreement and corresponding AB 1200, with DEA/CTA/NEA including a 4.07% salary increase for the 2021-22 school year with additional language changes and the addition of a new teacher stipends effective August 1, 2021, that will be added to the salary schedule rates and the stipend factor rate enumerated in Appendix A of the Agreement; and REVISE Administration Regulation 4141 for the 2021-22 school year.

### **Supporting Documents**



Scanned from Finance Xerox-C8055

# TENTATIVE AGREEMENT BETWEEN DOWNEY UNIFIED BOARD OF EDUCATION AND DOWNEY EDUCATION ASSOCIATION (DEA)

FOR
MASTER AGREEMENT
AUGUST 1, 2021 Through JULY 31, 2024

#### Effective August 1, 2021

# APPENDIX A ~ AR 4141 SALARY SCHEDULE/RATES PROVISIONS

Change:

The District shall provide a **4.07% salary increase** to all rates and stipends and other areas of compensation as delineated in the Collective Bargaining Agreement.

#### ARTICLE I ~ AGREEMENT

Page 1 Line 18

D. This Agreement shall remain in full force and effect from August 1, 2018, through July 31, 2021 August 1, 2021, through July 31, 2024.

#### ARTICLE V ~ ORGANIZATIONAL SECURITY

Page 6 Line 1-31

I. For the term of this Agreement, any teacher other than adult school teacher teaching less than thirteen (13) hours per week, who is not a member of the Association or who does not make application for membership within thirty (30) days of September 1st, of each successive school year and thereafter within thirty (30) days of commencement of his/her duties, shall, as a condition of continued employment, either become and remain a member of the Association or pay, via cash or payroll deductions, to the Association a fee in an amount equal to the dues, fees, and assessments of members of the Association. The District shall enforce the above provisions by utilization of Government Code Section 3540.1i(2) and Article V.

J. A teacher who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall pay a sum equal to the representational fee for members of the Association to one of the following charitable organizations:

- 1. Downey Student Scholarship Fund
- 2. Foundation to Assist California Teachers
- 3. Christa McAuliffe Institute for Education Pioneering, a component of the National Foundation for the Improvement of Education
- 4. Red Cross-
- 5. American Cancer Society

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(30) days following his/her first day of employment, or by October 15 of each school year. A teacher who claims an objection under the above shall submit to the Association with thirty (30) days, or by October 15 of each school year, a written statement along with verifiable evidence that he/she is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations. If a teacher holds such grievance procedure, Article VIII, on his/her behalf, then the Association may charge the teacher for the reasonable cost of using such procedure.

#### ARTICLE VII ~ NEGOTIATING PROCEDURES

Page 8 Line 40-42

A. For the <del>2019-2020 and 2020-2021</del> **2022-2023 and 2023-2024** school years, negotiations for each side shall be limited to salary, benefits, and a maximum of two (2) re-openers.

Page 9 Line 31

- G. Negotiating sessions shall be scheduled by mutual agreement. The initial session shall be held no later than ten (10) days after a formal request by either party. All sessions will begin at a time and location mutually agreed upon.
  - 1. In the event that negotiations take place outside of the teacher work-day/year, those negotiating shall receive their hourly/daily per diem rate.

#### **ARTICLE VIII ~ GRIEVANCE PROCEDURES**

Page 11 Line 36

Formal Level – Step Two ~ Superintendent

B. The Superintendent or designee shall render a decision within ten (10) teacher workdays after receiving the appeal. Either the grievant or Superintendent or designee may request a personal conference within the time limits allowed. Either party may have a conference representative present.

#### ARTICLE IX ~ HOURS OF EMPLOYMENT

Page 15 Line 34-35 H. Attendance of teachers at principal-scheduled faculty meetings and professional development activities shall not extend beyond eight (8) hours from the start of the teacher's workday. Such extended-day meetings shall be limited to one (1) day per any school week or portion thereof, to attend any administratively called faculty meeting, grade level or department meeting, Professional Learning Committee (PLC) meeting, or any other in-service or training activity. Administrative called Administrators shall not call mandatory meetings the week of Back to School Night, Open House and the week Progress Reports, or Report Cards are due shall-not extend-beyond the 7.5-hour workday. No afterschool meetings shall take place on the day before a holiday.

Page 16 Line 11

5. IEP, 504 and SST meetings may be conducted via an online platform if mutually agreed upon with parents.

Page 17 Line 45

Q. For parents who are unwilling unable to attend elementary parent conferences within the regular teacher workday, the teacher shall have the discretion as to whether an in-person or online conference will can be held beyond the regular teacher workday. If mutually agreed upon with parents a parent conference may take place via an on-line platform.

#### ARTICLE X ~ COMMITTEES

Page 20 Line 25-27

#### A. Special Education Monitoring Committee:

It shall include at least one representative from each of the following programs: *Psychologists*, Speech-Language Pathologist, Special Day Class Programs (each subdivision thereof), Resource Specialist Programs, Adaptive Physical Education, and any other program that falls under the general title of Special Education.

Page 21 Line 43-45

### B. <u>Professional Development Committee</u>:

The Association and the District agree to establish a Professional Development Committee to provide professional development opportunities to the bargaining unit members. This committee shall *meet a minimum of four (4) times per school year and* consist of eight (8) teachers to be appointed by the Union

**president**; two (2) teachers from the elementary, two (2) from the middle school, two (2) from the high school; two (2) from special education; four (4) site administrators and four (4) District administrators.

#### ARTICLE XIII ~ CLASS SIZE

Page 24 Line 4

- A. The District shall utilize the following staffing ratios for the allocation of classroom teacher to a school:
  - 6 12 Grades Only:
     Grades 6 12 at 1:34 pupil contacts per period (PCPP)

High School Teachers teaching ELA, LOTE, Math, Science and/or Social Science, and who are not receiving payment for teaching an additional period (18%), will be paid a stipend of \$165 per month or any portion thereof for each additional student above the negotiated cap when mutually agreed upon.

• Special education teacher will be paid a stipend of \$165.00 per month or any portion thereof for the following:

Middle School (Self-Contained)

After the 16th student.

Adult Transition - Life Skills

After the 12th student.

Adult Transition

After the 14th student.

B. The District shall employ no less than two eight (8) certificated nurses.

#### <u>ARTICLE XIV – EVALUATION PROCEDURES</u>

Page 29 Line 3-36

#### E. Procedures:

1. The Certificated Human Resources Office shall establish a procedural calendar of evaluations each year, which lists the major steps and times for completion. The Teacher Intervention Program (TIP) panel shall also establish a procedural calendar for the TIP program, which will be printed in Appendix G. These

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- calendars shall be distributed to all certificated personnel responsible for evaluation and filed with the DEA office.
- 3. A reasonable number of conferences shall be held with the teacher for the purpose of developing objectives and standards of performance related to their position and assignment up on which formal evaluation shall occur.
- 4. The following minimum standards for observation shall be established:
  - a. All unit members being evaluated shall have three (3) formal observations and conferences prior to the evaluation report. Intern, temporary and probationary teachers shall have at least five (5) teacher workdays in between all observations being completed for the evaluation process. Permanent teachers shall have at least ten (10) teacher workdays between all observations being completed for the evaluation process, except in the situation in which a unit member has been given a remedial action plan following release from the TIP program. However, this will not prevent the evaluator from access to a teacher's classroom for purposes other than a formal observation.

Page 31 Line 1-27

13. If needs to improve is cited on an observation, the evaluator, working with the evaluatee, shall contact the CT to develop a written Action Stull Support Plan for the purpose of assisting the teacher Member to improve. The Action Stull Support Plan and Evaluation Cycle will rollover to the following year if mutually agreed upon by the teacher Member and evaluation administrator. The Action Stull Support Plan shall be attached to the observation, shall contain specific suggestions for improvement of areas cited on the observation, and shall allow a minimum of twenty (20) forty-five (45) workdays prior to the next observation for improvement by the teacher Member. The Action Plan will-also cite the specific plans of the evaluator to provide personal and resource assistance in the reasonable effort to perceived deficiencies and/or weaknesses.

#### The Action Stull Support Plan shall contain:

- a. areas where improvement is needed.
- b. specific suggestions for improvement, areas of concern not measured by the evaluation process.
- c. additional resources to be utilized to assist the improvement, if any.
- d. evaluator's role in assisting the evaluatee.
- e. techniques for measurement of improvement.
- Upon formally citing a condition(s) of unsatisfactory performance in Standards 1 5
   6 on an evaluatee's observation form and after the implementation of an Action

**Stull Support** Plan, the evaluatee will be referred to the TIP program. The TIP program will proceed as outlined in the PAR timeline in Appendix G.

#### **ARTICLE XV ~ SUSPENSION**

Page 34 Line 43

- E. The Superintendent may suspend teachers with or without pay for up to fifteen (15) working days, pursuant to the procedures listed below. In cases of serious misconduct, the following remedial steps need not be taken, and the District may advance the level of discipline from an oral warning to a written, dated reprimand that is appropriate to the level of misconduct. Serious misconduct that may warrant such action shall include willful, wanton, or deliberate violations of District Policies, Education Codes, or State law.
  - 11. With the exception of emergency suspensions pursuant to Section 5 of this Article, if the teacher files a grievance under Article VIII regarding the schedule d suspension, the suspension shall be held in abeyance until the grievance procedures have been fully utilized and a final decision has been rendered in the matter through the grievance process. If the grievance proceeds to arbitration, the District and Association agree to utilize an arbitrator who will be available for hearing within a reasonable time, not to exceed sixty (60) ninety (90) calendar days.

#### **ARTICLE XIX ~ SAFETY**

Page 56 Line 19

- G. A *Bargaining* Unit Member may suspend, for a good cause, any student from his/her class for the day of the suspension and the day following. Causes for suspension shall include any of the following acts or conditions while under the school's authority:
  - Possessed or used tobacco or products containing tobacco or nicotine, including, but not limited to cigarettes, cigars, vape pens, smokeless tobacco, except student's own prescription; or

#### **ARTICLE XXIV ~ FRINGE BENEFITS**

Page 62 Line 23

#### **ADD TO READ**

The District shall continue funding the health and welfare benefits of all Bargaining Unit Members hired through the 2021-22 school year as

described in this Article and shall not require the *Bargaining U*unit *M*member to exceed a 10% maximum contribution for all plans, which include medical, vision and dental.

Effective the 2022-23 school year, the District shall fund the health and welfare benefits of all newly hired Bargaining Unit Members as described in this Article and shall not require the Bargaining Unit Member to exceed a 20% maximum contribution for all plans, which include medical, vision and dental.

Page 63 Line 18

- E. The District and DEA share an interest in maintaining affordable, quality fringe benefits for DEA members and their dependents. To that end, the District will conduct periodic audits to verify dependent eligibility to ensure that only eligible Bargaining Uenit Members and their dependents are participating in District-provided health plans. Required documentation to verify dependent eligibility will include: Current Tax Return.
  - 4. Moreover, failure to provide truthful or otherwise accurate information on any fringe benefits-related documents shall also subject the unit member to discipline up to and including prosecution and termination.

### ARTICLE XXIX ~ ZIPPER CLAUSE

Page 68 Line 11

The Association and the Board of Education retain the rights to consult with each other regarding subjects defined in Article 4, Section <del>3643 (d)</del> **3543** of the Public Education Employment Relations Act.

#### APPENDIX ~ D

Certificated Evaluation Forms

# DOWNEY UNIFIED SCHOOL DISTRICT SCHOOL PSYCHOLOGIST PERFORMANCE EVALUATION

Name:	School Year:	
Assignment:	School/Department:	
Evaluator:		

This School Psychologist evaluation is based on the National Association of School Psychologists Model for Comprehensive and Integrated School Psychological Services.

In preparation for the pre-evaluation meeting: Complete the Success Indicators and/or Goals section for each CPSEL. Success Indicators and/or Goals should be relative to the psychologist's plan and the District's Annual Board Goals.

At the pre-evaluation meeting, the evaluator and the administrators will discuss and mutually agree upon the Success Indicators and/or Goals.

Please submit this completed form electronically to your evaluator no later than October 15<sup>th</sup>. Please bring a hard copy of this completed form to the pre-evaluation meeting.

#### **Performance Rating Criteria**

Overall Assessment is a holistic indicator of administrator's performance against the California Professional Standards for the Educational Leaders. The overall assessment is the sum total of the entire spectrum of the administrator's performance. In arriving at an overall rating, the administrator will consider the total performance as recorded during the year.

- 1. <u>Exemplary Performance</u> Administrator exemplifies expert practices in relation to elements of the California Professional Standards for Educational Leaders. Exemplary performance is practice that could serve as a model for others.
- 2. **Exceeds Standards** Administrator exemplifies exceptional practices in relation to elements of the California Professional Standards for Educational Leaders.
- Meets Standards Administrator demonstrates competent and successful practices in relation to elements of the California Professional Standards for Educational Leaders.
- 4. <u>Needs to Improve</u> Administrator demonstrates a need to improve in one or more areas as revealed by a specific set of evidence in relation to elements of the California Professional Standards for Educational Leaders.

Distribution: White, Personnel Office; Canary, Evaluator's Copy; Pink, Evaluatee's Copy

#### PRACTICES THAT PERMEATE ALL ASPECTS OF SERVICE DELIVERY

#### Domain 1: Data-Based Decision Making and Accountability

School Psychologists have knowledge of varied models and methods of assessment and data collection for identifying strengths and needs, developing effective services and programs, and measuring progress and outcomes.

#### Domain 1: Data-Based Decision Making

School psychologists understand and utilize assessment methods for identifying strengths and needs; for developing effective interventions, services, and programs; and for measuring progress and outcomes within a multitiered system of supports. School psychologists use a problem-solving framework as the basis for all professional activities. School psychologists systematically collect data from multiple sources as a foundation for decision making at the individual, group, and systems levels, and consider ecological factors (e.g., classroom, family, and community characteristics) as a context for assessment and intervention.

#### Domain 2: Consultation and Collaboration

School Psychologists have knewledge of varied models and strategies of consultation, collaboration, and communication-applicable to-individuals, families, groups, and systems and methods to promote effective implementation of services.

#### Domain 2: Consultation and Collaboration

School psychologists understand varied models and strategies of consultation and collaboration applicable to individuals, families, groups, and systems, as well as methods to promote effective implementation of services. As part of a systematic and comprehensive process of effective decision making and problem solving that permeates all aspects of service delivery, school psychologists demonstrate skills to consult, collaborate, and communicate effectively with others.

Rating:				
Success	Indicators and/or Goa	als:		
Evaluate	e Reflection:		-	
Z Tulgatv.				
Evaluato	r Comments:			

#### 2.DIRECT AND INDIRECT SERVICES FOR STUDENTS, FAMILIES, AND SCHOOLS

# 2. DIRECT AND INDIRECT SERVICES FOR CHILDEN, FAMILIES, AND SCHOOLS Domain 3: Interventions and Instructional Support to Develop Academic Skills

School Psychologists have knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence based curricula and instructional strategies.

Domain 3: Academic Interventions and Instructional Supports
School psychologists understand the biological, cultural, and social influences on
academic skills; human learning, cognitive, and developmental processes; and
evidence-based curricula and instructional strategies. School psychologists, in
collaboration with others, use assessment and data collection methods to implement
and evaluate services that support academic skill development in children.

#### Domain 4: Interventions and Mental Health Services to Develop Social and Life Skills

School Psychologists have knowledge of biological, cultural, and social influences on behavior and mental health, behavioral and emotional impacts on learning and life skills, and evidenced based strategies to promote social emotional functioning and mental health.

Domain 4: Mental and Behavioral Health Services and Interventions
School psychologists understand the biological, cultural, developmental, and social
influences on mental and behavioral health; behavioral and emotional impacts on
learning; and evidence-based strategies to promote social—emotional functioning.
School psychologists, in collaboration with others, design, implement, and evaluate
services that promote resilience and positive behavior, support socialization and
adaptive skills, and enhance mental and behavioral health.

#### Domain 6: School Wide Practices to Promote Learning

School-Psychologists-have-knowledge of school-and-systems structure, organization, and theory; general and special education; technology resources; and evidence based strategies to promote social emotional functioning and mental health.

### Domain 5: School-Wide Practices to Promote Learning

School psychologists understand systems' structures, organization, and theory; general and special education programming; implementation science; and evidence-based school-wide practices that promote learning, positive behavior, and mental health. School psychologists, in collaboration with others, develop and implement practices and strategies to create and maintain safe, effective, and supportive learning environments for students and school staff.

#### **Domain 6: Preventive and Responsive Services**

School-Psychologists-have-knowledge of principles and research related to resilience and risk factors in learning and mental health, services in schools and communities to support multi-tiered prevention, and evidence based strategies for effective crisis response.

Domain 6: Services to Promote Safe and Supportive Schools
School psychologists understand principles and research related to social—emotional
well-being, resilience, and risk factors in learning, mental and behavioral health,
services in schools and communities to support multitiered prevention and health

promotion, and evidence-based strategies for creating safe and supportive schools. School psychologists, in collaboration with others, promote preventive and responsive services that enhance learning, mental and behavioral health, and psychological and physical safety and implement effective crisis prevention, protection, mitigation, response, and recovery.

#### Domain 7: Family-School Collaboration Services

School-Psychologists have knowledge of principles and research related to family-systems, strengths, needs, and culture, evidence based strategies to support family influences on children's learning and mental health; and strategies to develop collaboration between families and schools.

Domain 7: Family, School, and Community Collaboration School psychologists understand principles and research related to family systems, strengths, needs, and cultures; evidence-based strategies to support positive family influences on children's learning and mental health; and strategies to develop collaboration between families and schools. School psychologists, in collaboration with others, design, implement, and evaluate services that respond to culture and context. They facilitate family and school partnerships and interactions with community agencies to enhance academic and social—behavioral outcomes for children.

Rating:			_	
Success Indi	cators and/or Goals:			
Evaluator Co	<u>mments:</u>			
Evaluatee Re	ilection:			
		10000	2 (494	

Page 2 of 5

(Revised: 9/2021)

Distribution: White, Personnel Office; Canary, Evaluator's Copy; Pink, Evaluatee's Copy

#### 3. FOUNDATIONS OF SCHOOL PSYCHOLOGICAL SERVICE DELIVERY

# 3. FOUNDATIONS OF SCHOOL SCHOOL PSYCHOLOGY SERVICE DELIVERY Domain 8: Diversity in Development and Learning

School-Psychologists have knowledge of individual differences, abilities, disabilities, and other diverse student characteristics; principles and research related to diversity factors for children, families, and schools, including factors related to culture, context, and individual and role differences; and evidence based strategies to enhance services and address potential influences related to diversity.

Domain 8: Equitable Practices for Diverse Student Populations School psychologists have knowledge of, and inherent respect for, individual differences, abilities, disabilities, and other diverse characteristics and the effects they have on development and learning. They also understand principles and research related to diversity in children, families, schools, and communities. including factors related to child development, religion, culture and cultural identity. race, sexual orientation, gender identity and expression, socioeconomic status, and other variables. School psychologists implement evidence-based strategies to enhance services in both general and special education and to address potential influences related to diversity. School psychologists demonstrate skills to provide professional services that promote effective functioning for individuals, families, and schools with diverse characteristics, cultures, and backgrounds through an ecological lens across multiple contexts. School psychologists recognize that equitable practices for diverse student populations, respect for diversity in development and learning, and advocacy for social justice are foundational to effective service delivery. While equality ensures that all children have the same access to general and special educational opportunities, equity ensures that each student receives what they need to benefit from these opportunities.

#### Domain-9:-Research and Program-Evaluation

School-Psychologists-have-knowledge of research design, statistics, measurement, varied data collection and analysistechniques, and program evaluation sufficient for understanding research and interpreting data in applied settings.

#### Domain 9: Research and Evidence-Based Practice

School psychologists have knowledge of research design, statistics, measurement, and varied data collection and analysis techniques sufficient for understanding research, interpreting data, and evaluating programs in applied settings. As scientist practitioners, school psychologists evaluate and apply research as a foundation for service delivery and, in collaboration with others, use various techniques and technology resources for data collection, measurement, and analysis to support effective practices at the individual, group, and/or systems levels.

#### Domain 10: Legal, Ethical, and Professional Practices

School Psychologists have knowledge of history and foundations of school psychology; multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice and School Psychologists.

#### Domain 10: Legal, Ethical, and Professional Practice

School psychologists have knowledge of the history and foundations of school psychology; multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice as school psychologists. School psychologists provide services consistent with ethical, legal, and professional standards; engage in responsive ethical and professional decision making; collaborate with other professionals; and apply professional work characteristics needed for effective practice as school psychologists, including effective interpersonal skills, responsibility, adaptability, initiative, dependability, technological competence, advocacy skills, respect for human diversity, and a commitment to social justice and equity.

Rating:		
Evaluator Summary:		
Recommendations;		
Evaluatee Comments:		

Distribution: White, Personnel Office; Canary, Evaluator's Copy; Pink, Evaluatee's Copy

### SIGNATURE PAGE

Signature of Evaluator	Date
I have reviewed and discuss this appraisa	I with my evaluator
Signature of Evaluator	Date

Effective August 1, 2021

### SALARY SCHEDULE/RATES PROVISIONS

AR 4141

#### Column Requirements:

Classification B – Regular and/or Provisional California credentials (Intern, PIP, STP, Emergency, etc.) and a Bachelor's Degree valid for the level or subject area taught.

Regular California Credential and/or Provisional California Credential and a Bachelor's Degree, with less than 30 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree.

- Classification C Regular Preliminary or Clear California credential or regular California credential and a Bachelor's Degree, plus 30 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree or a Master's Degree. or, effective 9/1/02, new hires only with a valid-basic credential.
- Classification D Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, plus 45 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree, or a Master's Degree plus 15 semester units of upper division or graduate work from an accredited teacher training institution taken after the receipt of the Master's Degree.
- Classification E Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, plus 60 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Bachelor's Degree, or the Master's Degree plus 30 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Master's Degree.

#### SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

#### Column Requirements - continued

#### Classification F -

Regular California credential or regular California credential with a Provisional California credential and a Bachelor's Degree plus 75 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of the Bachelor's Degree, or Master's Degree plus 45 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Master's Degree.

#### **Initial Placement:**

#### 1. Public School Experience

Commencing with the 1985-86-school year, Prior public and private school experience shall be credited on a year-to-year basis when worked with a Preliminary or Clear Credential only. A school year shall be defined as 75 percent of the teaching days within each year. A long-term certificated substitute employee, who works in the same assignment for a minimum of 75 percent of the school year, who qualified with respect to the required number of days constituting a school year, may will receive service credit for that year on the salary schedule when hired on a Temporary/Probationary Teaching Contract. in the same manner as a regular teacher. Teachers are "rated in" only upon initial employment. Should a revision occur in credited experience, it shall not become retroactive for those employed during a school year previous to the revision.

#### 2. Other Public and Private Schools

Experience related to the position which is to be assigned shall be credited on a year toyear basis. A school year shall be defined as 75 percent of the teaching days within each year. A long-term substitute teacher, who qualified with respect to the required number of days constituting a school year, may receive credit on the schedule in the same manner as a regular teacher.

### 3. Postgraduate Course Work Taken as Undergraduate

Course work listed by an accredited college or university as postgraduate credit on a teacher's transcript shall be counted by the District as credits earned beyond the attainment of a four-year degree, if those units were not applied toward the attainment of the four-year degree. *In such cases, official university documentation will be required.* 

#### SALARY SCHEDULE/RATES PROVISIONS - continued

#### Initial Placement: - continued

#### 4. Military Experience

No credit is provided.

#### 5. Vocational Experience

Credit will be allowed for experience in the area of assignment on basis of one step for each two years of experience not to exceed the fifth (5<sup>th</sup>) step of the salary schedule.

#### 6. Provisionally Credentialed Teacher

Classification shall be restricted to placement on Column B of the salary schedule until eligibility for a regular type credential has been verified. Column reclassification shall be given as provided under reclassification provisions.

New teachers shall be rated in upon the salary schedule based upon experience and units earned prior to the first day of service with the Downey Unified School District.

#### Salary Reclassification for Additional Course Work/Column Advancement:

Credit for hours/units of course work completed for salary reclassification purposes shall be granted once the unit member has provided the Certificated Human Resources Office with the appropriate documentation to verify such course work. The salary reclassification shall be effective for the next pay period immediately following the submission of the required documentation provided that such course work satisfies the requirements established in Appendix A, subsection Advance in Classification. There shall be no limit on the number of hours a unit member may acquire for salary reclassification purposes in any given school year. For the purpose of salary reclassification one-quarter unit equals two-thirds of a semester unit.

#### SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

#### Leave of Absence:

Teachers returning from leave of absence without pay shall be placed upon the appropriate salary step which they had earned prior to their departure for leave. In cases of sabbatical leave or leaves where the teacher received pay, the teacher shall receive the normal increment as though he/she had not been on leave.

#### Advance in Step:

A one (1) step advancement on the salary schedule each school year is contingent upon the performance of contracted services for at least 75 percent of the days in which schools are in session, and if a step rate is provided for on the appropriate column of the salary schedule.

#### Advance in Classification:

Teachers may advance from one classification of the salary schedule to another after initial rating in, if the following criteria are met:

- 1. All course work shall have a grade of "C" or better.
- 2. All course work shall be Graduate or upper division level from an accredited teacher training institution in the areas listed below:

#### Category A

Anthropology
Art Appreciation
Bilingual Education
Business Administration

Computer Science/Data-Processing\*

Concepts and Application

Economics Education English

**Environmental Studies** 

Ethnic Studies Foreign Language

Geography

History
Mathematics
Music Appreciation
Philosophy
Psychology
Police Science
Political Science
Reading

Reading Science Sociology Speech

<sup>\*</sup>Lower division work is acceptable.

### SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Advance in Classification: - continued

#### Category B

### (May be taken only by those certificated personnel teaching in that subject.)

Art (except Art Appreciation)
Aviation
Ceramics
Dramatics Review Auto

<del>Dramatics Performing Arts</del> Handicrafts

Handicrafts Health

Home Economics

Industrial Studies
Jewelry Making
Journalism

Music (except Music

Appreciation)
Photography
Physical Educ

Physical Education

Typing Word Processing

- 3. An accredited teacher training institution is defined as all those institutions for teacher training accredited by any of the following Associations:
  - a. New England Association of Colleges and Secondary Schools, Commission on Institutions of Higher Education Accrediting Commission for Community and Junior Colleges (ACCJC) Western Association of School and Colleges
  - b. Middle States Association of College and Secondary Schools, Commission on High Education Higher Learning Commission (HLC)
  - c. North Central Association of Colleges and Secondary Schools, Commission of Institutions of Higher Education Middle States Commission on Higher Education (MSCHE)
  - d. Northwest Association of Secondary and Higher Schools, Commission on Higher Schools New England Commission of Higher Education (NECHE)
  - e. Southern Association of Colleges and Schools, Commission on Colleges Northwest Commission on Colleges and Universities (NWCCU)
  - f. Western Association of School and Colleges (WASC), Accrediting Commission for Senior Colleges and Universities and Accrediting Commission for Junior Colleges and Universities outside the United States are considered accredited only for those units acceptable for credit transferable to the teacher training program of the University of California or State Universities.

#### SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

#### Advance in Classification: - continued

# g. Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)

- 4. Unless course work is in Category A or appropriate to Category B prior approval must be obtained from the Assistant Superintendent, Certificated Human Resources if District credit is to be granted.
- 5. Repeat courses shall require the prior approval of the Assistant Superintendent, Certificated Human Resources.
- 6. Lower division courses with credit transferable to the University of California or to the State universities taken from Categories A or B or on a planned program shall require the prior approval of the Assistant Superintendent, Certificated Human Resources. Salary credit shall not be granted until the completion of the planned program which was given prior approval.
- 7. In order to receive Master's and Doctorate degree bonuses, Master's and Doctorate degrees must be earned from an accredited teacher educator training institution and units must be acceptable to the University of California or State universities granting the degree.

#### **District Longevity Increments:**

The first longevity increment will occur on year 15; the second increment on year 21; the third increment on year 26, and the fourth increment on year 30.

#### Claims for Money or Damages:

Any claim against the School District for money or damages, for fees, salaries, wages, mileage or other expenses and allowances, or for money or damages which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the government Code of California.

# AR 4141 BASIC TEACHER'S SALARY SCHEDULE 2021-22

#### Effective August 1, 2021

Per new CalSTRS regulations, you may also refer to the new version of the salary schedules on our District website @ <a href="www.dusd.net">www.dusd.net</a> - Employee Resources, Salary Schedules (Certificated Employees).

STEPS	<u>B</u> BA+	<u>C</u> BA + 30 &	<u>D</u> BA + 45 &	E BA + 60	E BA + 75
	Provisional	Preliminary or	Preliminary or	Preliminary or	Preliminary or
	Credential	Clear	Clear	Clear	Clear
		Credential	Credential	Credential	Credential
		or	or	or	or
		Master's &	Master's + 15	Master's + 30	Master's + 45
		Preliminary or	& Preliminary	& Preliminary	& Preliminary
		Clear	or Clear	or Clear	or Clear
		Credential	Credential	Credential	Credential
1	\$61,066	\$65,599	\$70,136	\$74,659	\$79,191
2	\$63,332	\$67,860	\$72,392	\$76,916	\$81,443
3	<i>\$65,590</i>	\$70,116	\$74,644	\$79,182	\$83,708
4	\$67,842	\$70,378	\$76,907	\$81,435	\$85,966
5	\$70,107	<i>\$74,636</i>	\$79,160	\$83,697	\$88,228
6	<i>\$72,364</i>	\$76,899	\$81,426	\$85,952	\$90,485
7		\$79,154	\$83,687	\$88,207	\$92,743
8		\$81,411	\$85,940	\$90,467	\$95,003
9		•	\$88,197	\$92,737	\$97,261
10		.2	\$91,489	\$96,022	\$100,543
15-20			\$98,502	\$103,039	\$107,561
21-25			\$103,032	\$107,546	\$113,700
26-29			\$106,036	\$111,849	\$119,217
30				\$116,477	\$125,004

Per new CalSTRS regulations, you may also refer to the new version of the salary schedules on our District website – Employee Resources, Salary Schedules (Certificated Employees). Schedule T = Basic, Schedule F = Master's.

#### MASTER'S or DOCTORATE:

Columns C, D, E, or F

**\$463** for earned Master's degree **\$2849** for earned Doctorate degree

The number of years teaching in the Downey Unified School District plus any years teaching experience credited by the district determines step placement.

<u>Maximum rating in:</u> the number of years of teaching experience and by the number of upper division graduate level units completed after the date of the Bachelor's degree.

### PSYCHOLOGIST SALARY SCHEDULE ~ P

(192 CONTRACT DAYS)

Effective August 1, 2021

STEP 1 ~ \$107,760

STEP 2 ~ \$109,959

STEP 3 ~ \$112,203

STEP 4 ~ \$114,493

STEP 5 ~ \$116,829

STEP 10 ~ \$120,334

STEP 15 ~ \$123,943

STEP 20 ~ \$127,662

STEP 25 ~ \$131,491

STEP 30 ~ \$135,940

Doctorate: \$2,849

### SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

#### **Other Certificated Salaries**

#### 1. Counselors:

Responsibility factor added to basic salary:

1st Year - \$5,154 2nd Year - \$5,259 3rd Year - \$5,365 4th Year - \$5,471 5th Year - \$5,577

1a. Counselor Hourly Rate: \$57.25

#### 2. Adult School / CTE Hourly Rate:

Step 1 - \$48.49 per hour Step 2 - \$49.54 per hour Step 3 - \$50.66 per hour Step 4 - \$51.63 per hour Step 5 - \$52.66 per hour

#### 3. Other Hourly:

### ALL EXTRA-DUTY SHALL BE PAID AT THE RATE OF \$38.82 PER HOUR.

Qualified unit members who request to be appointed to work in the Driver Training Program shall be appointed prior to the District seeking non unit members to perform these duties. Notices of vacancies in the Driver Training Program shall be posted in each school as these vacancies become known.

#### 4. Extra Period Assignment:

18 percent of Basic salary rate (Refer to Article IX - T. # 1).

#### 1. Department Head:

Any teacher appointed or elected, whichever is consistent with past practice at the school site, as a Department Head shall be paid a base amount plus an additional amount per each period supervised, including his/her own assignment.

Base Amount \$340.70 Additional Amount \$25.93

### SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

### Other Certificated Salaries - continued

#### 6. Summer School Hourly Rate:

Elementary	\$61.05
Middle & High School	\$61.05
Speech-Language Pathologist	\$71.63

Qualified unit members who request to be appointed to the following extra duty assignments shall be appointed prior to the District seeking non-unit members to perform these duties. Notices of vacancies in these extra duty assignment positions shall be posted in each school as these vacancies become known.

7.	Induction Mentor Teacher	\$1,959
8.	TIP Consulting Teacher	\$5,984
9.	TIP Consulting Teacher Coordinator	\$1,705
10.	TIP Panel Member	\$4,896
11.	Robotics Coach (MS/HS)	\$1,650
12.	Skills USA Site Coordinator (HS)	\$4,442
13.	Skills USA Advisor	\$1,650
14.	Skills USA Advisor (Nationals)	\$1,650
	Psychologist Lead (to be voted on annually by the Psychologists b	\$ <b>3,198</b> y June 1, for the following year)
16.	Psychologist Intern Supervisor	\$1,676
17.	SLP Lead	\$3,198
18.	SLP Mentor (for 5 <sup>th</sup> year students)	\$1,705
19.	Social Skills Advisor (ES/MS/HS)	\$1,396

#### SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

#### Other Certificated Salaries - continued

#### 20. Technology Teacher Leaders:

Elementary \$2,661 Middle & High School \$2,661

### 21. PLC/Grade Level Lead Teacher:

Elementary

\$1,705

TK/K – 5 schools (1 per grade level ~ 6 total)

TK/K – 3 schools (1 per grade level ~ 4 total)

4 – 5 school (3 per grade level ~ 6 total)

Special Ed. ILT Representative \$1,000

#### 22. PLC Lead Core Teacher:

Middle & High School

\$1,705

English / Math / Social Science / Science (4 per core subject) for a total of ~ 16

High School Only: CTE (2) /LOTE (4) / VPA (1) for a total of ~ 23

#### 23. AVID Site Coordinator;

Elementary School	\$1,659
Middle School	\$2,962
High School	\$4,442

#### 24. HIGH SCHOOL:

Yearbook	\$4,233
Band	\$4,994
Choral	\$3,289
Cheer/Drill Team	\$3,678
Drama	\$3,303
Newspaper	\$3,721
Pep Squad	\$3,678
Assistant Pep Squad	\$2,840
Competitive Dance Team	\$3,579
Competitive Cheer Team	\$3,579 \$3,579
Student Activity Director	\$8,174
Link Crew	
LIIIV CIEW	\$ <i>2,553</i>

### SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

### Other Certificated Salaries - continued

### 25. CONTINUATION HIGH SCHOOL:

Yearbook/Newspaper	\$3,678
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#### 26. MIDDLE SCHOOL:

Yearbook	\$1,650
Drama	\$1,650
Band	\$1,650
Marching Band	\$1,775
Student Council Advisor	\$1,617
W.E.B.	\$1,617
Choir	\$1,617

#### 27. ELEMENTARY SCHOOL:

One stipend per year shall be paid to one teacher at each elementary school as follows:

Carnival of Champions Coach	\$1,440
Choir	\$ <b>450</b>
Student Council Advisor	\$1,421

#### 28. HIGH SCHOOL - ATHLETICS:

Athletic Director	\$8,174
Baseball/Softball Head	\$4,903
Assistant Varsity	\$2,942
JV	\$3,433
Frosh/Soph	\$2,942

## <u>SALARY SCHEDULE/RATES PROVISIONS</u> - continued

AR 4141

### Other Certificated Salaries - continued

### 28. HIGH SCHOOL - ATHLETICS - continued

<u>Basketball</u>	
Head	\$5,016
Assistant Varsity	\$3,010
JV	\$3,510
Frosh	\$3,010
Beach Volleyball Head	\$ <i>3,343</i>
	Ψ0,040
Cross Country*	
Head	\$3,482
Assistant Varsity	\$2,090
Football*	
<u>Football*</u> Head	\$5,811
Assistant Varsity	\$3,487
JV	\$ <i>4,236</i>
Frosh	\$3,487
	<b>40,407</b>
Golf	
Head	\$ <i>3,435</i>
JV	\$ <i>2,358</i>
lacrosse	
<u>Lacrosse</u> Head	\$4,219
JV	\$2,873
	Ψ2,073
Soccer	
Head	\$ <i>4,535</i>
JV	\$3,173
Frosh	\$ <i>2,678</i>
Swimming	
Head	\$3,435
JV	\$2,420
	¥=, ·= 0

## SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

### Other Certificated Salaries - continued

#### 28. HIGH SCHOOL - ATHLETICS - continued

<u>Tennis</u>	
Head	\$3,714
JV	\$2,728
	·
<u>Track</u>	
Head	\$4,610
Assistant	\$ <i>2,</i> 767
Frosh	\$ <i>2</i> ,925
N / a Wassels a M	
<u>Volleyball</u> Varsity	04.400
Asst Varsity	\$ <i>4,139</i>
JV	\$2,483
Frosh	\$ <i>2,896</i>
F10511	\$ <i>2,483</i>
Water Polo*	
Head	\$3,591
JV	\$2,514
Frosh	\$2,155
	<b>42,</b>
<u>Wrestling</u>	
Head	\$3,59 <i>1</i>
JV	\$3,119
Frosh	\$2,642
29. MIDDLE SCHOOL:	
Athletic Director	\$ <i>5</i> ,93 <i>7</i>
Baseball/Softball	\$ <i>1,502</i>
Basketball A & B	\$ <i>1,502</i>
Cheer Advisor	\$1,502
Football	\$1,502
Soccer	\$1,502
Track	\$ <i>1,502</i>
Volleyball	\$ <i>1,502</i>

<sup>\*</sup> Includes pre-school coaching pay

## Downey Unified School District CERTIFICATED HUMAN RESOURCES

#### SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

29. MIDDLE SCHOOL-continued:

Wrestling \$1,502 Intramural Sports \$ 364

#### **POST SEASON PLAY:**

- A. Coaches assigned to team sports that qualify for post season competition will receive 0.8 units additional for each week in the playoffs.
- B. Coaches with individual sports will receive 0.5 units additional for each week in the playoffs.

The DUSD Board of Education shall not pay any athletic/coaching extra duty stipend amount to any member of the certificated employee bargaining unit that has not first been negotiated and included in Appendix A of this Agreement.

#### Additional Coaching Stipend Positions:

- A. Should the California Interscholastic Federation (CIF) include new and/or different sports from what is currently recognized by CIF for interscholastic competition and the District agrees to offer such sports programs to the students at one or both high schools, then such positions as necessary and required to coach such sports shall be added. The District and Association shall mutually agree to the stipends for such positions based on comparable stipends/duties as currently described and defined in Appendix A of the Master Collective Bargaining Agreement.
- B. In addition, should any existing sport offering be expanded to include new levels of competition that requires a distinct and separate team from those that are currently in existence, then, the District and the Association shall permit the positions necessary and required to support such teams. The District and the Association shall mutually agree to the stipends for such positions based on comparable stipends/duties as currently described and defined in Appendix A of the Master Collective Bargaining Agreement. This provision shall not be used to create additional positions for currently established teams and/or programs.

<sup>\*</sup> Includes pre-school coaching pay

#### **Downey Unified School District** CERTIFICATED HUMAN RESOURCES

#### SALARY SCHEDULE/RATES PROVISIONS - continued

AR 4141

Other Certificated Salaries - continued

#### **ELEMENTARY SCHOOL - continued:**

(i.e. – If a sport that only had a varsity level of competition was expanded to include JV or Freshmen/Sophomore competitive interscholastic teams, then additional coaching support stipends would be permissible.)

TK - 5 and SLP Certificated Bargaining Unit members shall receive an hourly stipend when serving as Administrative Designee during an Individualized Education Plan meeting held during their prep, during lunch and at the beginning or end of an instructional day.

Administrative Designee:

\$60.60 per hour

Robotics Coach (Grades 3-5) shall receive an extra-duty hourly stipend of \$38.82 for up to 16 hours of coaching.

Categorical Resource Teacher: \$2,648 per year

Combination Class Teacher:

\$7,942 per year

#### **VOLUNTARY TEACHER SUPERVISION OF STUDENTS:**

Supervision Rate:

\$34.24 per hour

#### SUMMER STAFF DEVELOPMENT DAYS:

Attendance at all summer Staff Development Days shall be strictly voluntary. Teachers shall be paid at the rate of \$285.37 per each summer Staff Development Day less statutory benefits including Workers Compensation, SUI and Medicare, if applicable.

#### **SPECIAL PROVISIONS:**

An annual stipend of \$3,198 in addition to an extra ten (10) days per year shall be added to the Head Nurse position in order to accommodate the increase in duties and adjust the salary appropriately based on the per diem rate of pay of that individual.

Clinical School Therapists (CSTs) and Speech-Language Pathologists (SLPs) entering the system who have prior public or private school experience, or experience in a hospital setting, that was provided under a valid teaching credential, shall be granted credit for this experience on a year-for-year basis for initial placement on the salary schedule. An annual extra duty stipend of \$5,441 will be provided to each SLP, paid monthly.

#### APPENDIX G ~ TIP PANEL

Page 126-134

#### TIP PANEL

#### **Definition of Terms:**

- A. Advisory: The phase at which time a Consulting Teacher is assigned to assist the Advisory Teacher *Member* regarding areas of concern through the development of a support plan and a regular contact and support.
- B. Peer Assistance: For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher Member. The activities shall be designed to strengthen the Participating Teacher's Member's skill and expertise in accordance with the California Standards of the Teaching Profession (CSTP) in the following areas: mastery of content, instructional skills and techniques, alignment to District approved goals and objectives, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards, appropriate learning environment.
- C. Peer Assistance and Review (PAR): The phase when it has been determined. As a result of the Advisory Phase, the Advisory <del>Teacher</del> *Member* has received one or more ratings of unsatisfactory performance as identified on the Advisory Phase Form. For the purpose of this article, peer review describes a process by which the Consulting Teacher shall monitor, guide, and support the progress of his/her assigned Intervention <del>Teacher</del> *Member* toward a satisfactory level of classroom performance.

The review process shall include the following:

- Collaboration between the Consulting Teacher, the Intervention Teacher
   Member, and the administrator in developing a mutually agreed upon plan
   for the Intervention Teacher Member. Any dispute that may result shall be
   resolved by the Teacher Intervention Program (TIP) Panel.
- 2. Written reports to the Intervention <del>Teacher</del> *Member* to be shared with the TIP Panel and the supervising administrator.
- **3.** A cooperative relationship between the Consulting Teacher and the administrator with respect to the process and content of PAR.
- 4. An Advisory Form prepared by the Consulting Teacher to be provided to the Intervention <del>Teacher</del> *Member*, the TIP Panel, and the supervising administrator. A copy of the Advisory Form shall be placed in the personnel file of the Intervention <del>Teacher</del> *Member* and the Advisory Form shall be reflected in the final recommendation of the Intervention <del>Teacher</del> *Member*.

- D. Teacher Intervention Program (TIP) Panel: The TIP Panel shall be comprised of seven (7) members, the majority of who shall be teachers or a teacher who has retired within the last two years.
- E. Advisory Teacher Member: An Advisory Teacher Member is a teacher member who has achieved permanent status and who, after being observed by an administrator has earned one or more ratings of unsatisfactory and who demonstrates a need for assistance, is referred to the TIP Panel which determines the need to participate in the Advisory Phase.
- F. Intervention Teacher Member: An Intervention Teacher Member is a teacher member who has achieved permanent status and who, after participating in the Advisory process receives an Advisory Form in which one or more ratings of unsatisfactory have been earned or demonstrate a need for assistance as outlined in the performance areas of the Advisory Form. An Intervention Teacher Member shall participate in both the peer assistance and peer review components of this program.
- G. Volunteer Participating Teacher Member: A Volunteer Participating Teacher Member is a teacher member who has achieved permanent status or an experienced teacher new to the District who seeks to improve his/her teaching performance and requests the TIP Panel to assign a Consulting Teacher to provide peer assistance. A Volunteer Participating Teacher Member shall be involved only in the peer assistance component of this program.
- H. Consulting Teacher: A Consulting Teacher is a permanent teacher selected by the TIP Panel to provide support to a Participating Teacher and/or to assume additional responsibilities determined as appropriate by the TIP Panel. The Consulting teacher shall be released on a full-time basis.

  The responsibilities may include:
  - 1. Supporting teachers on a Stull Support Plan.
  - 2. Providing support to Advisory and Intervention Teachers Members while also documenting evidence of practice.
  - 3. Supporting Volunteer Teachers Members
  - **4.** Developing and conducting professional development opportunities for teachers **members**.
  - 5. Support Induction Teachers
- TIP Consulting Teacher Coordinator: A TIP Consulting Teacher Coordinator is a teacher who coordinates activities, and acts as a liaison between district administrators, TIP Panel Members, TIP Consulting Teachers, Mentors Teachers, and Induction Teachers.
- J. Induction: A program provided by DUSD through the Orange County Department of Education for new teachers to obtain a professional clear credential from the Commission on Teacher Credentialing (CTC).
- K. Induction Teacher: An Induction Teacher is a new teacher who receives weekly coaching from a Mentor Teacher in order to support the new teachers in their acquisition of the knowledge, skills and core values necessary to become highly qualified professionals who effectively impact student achievement in order to provide a path to obtain a professional clear credential from the Commission on

- Teacher Credentialing (CTC). All new teachers who hold a preliminary credential(s) will be required to participate in the DUSD New Teacher Induction Program.
- L. Mentor Teacher: A Mentor Teacher is a teacher or a teacher who has retired within the last two years who coaches Induction Teachers weekly and follows the Mentor Teacher Agreement.
- M. Lead Mentor Teacher: A Lead Mentor Teacher is a teacher who works with the Orange County Department of Education to oversee the Induction process and supports a minimum of two (2) Induction Teachers.

#### **Advisory Phase:**

The purpose of the Advisory Phase is to provide high quality supports for any practitioner member that may be struggling in the (CSTP) 1-5 6. A recommendation of a Teacher Member to the Advisory Phase requires a minimum of two formal observations and one reflective conversation with the administrator. Advisory Phase shall only be implemented after concerns or questions of performance have been properly documented on the Recommendation to Advisory Form, submitted to and approved by the TIP Panel.

- 1. The Advisory <del>Teacher</del> *Member* may submit evidence to the TIP Panel and/or appear before the Panel to present information.
- 2. After reviewing the evidence, the TIP Panel shall make the final decision.
  - If the recommendation is not supported, the practitioner member shall be deemed to have met standards satisfactorily. The End of Year Summary form shall be completed by an administrator on the TIP Panel.
  - If the TIP Panel affirms the recommendation for the teacher member to participate in the Advisory Phase, a Consulting Teacher shall be assigned to the practitioner member to implement the following process:
  - The Consulting Teacher will co-create an improvement plan with the Advisory Teacher Member and a timeline for implementation.
  - The Advisory Teacher Member and the Consulting Teacher shall meet an average of two (2) hours per week to implement the improvement plan.
  - The Advisory <del>Teacher</del> Member and the Consulting Teacher shall meet with the TIP Panel at least every 6 weeks to provide updates on evidence of progress.
  - The Advisory <del>Teacher</del> Member shall have the right to be represented by DEA staff in any meeting of the TIP Panel that the Advisory <del>Teacher</del> Member is entitled to attend and shall be given reasonable opportunity to present his/her view concerning any report being made.
  - During the Advisory Phase, if the site Administrator has a concern while
    the Consulting Teacher is working with the Advisory Teacher Member, the
    administrator shall call a meeting with the Consulting Teacher and the
    Advisory Teacher Member to inform them of concerns. After convening
    such meeting, the site Administrator may choose to submit evidence to the
    TIP Panel during the Advisory Phase.

- At the conclusion of 80 ninety (90) working days of Advisory, the TIP Panel shall determine that:
  - ▼ The Advisory Teacher Member meets standards in all areas. The End of Year Summary shall be completed and the Advisory Form and supporting documents shall not be placed in the Advisory Teacher's Member's personnel file.
  - The Advisory <del>Teacher</del> *Member* is making progress and shall participate in an additional <del>80 ninety (90)</del> -day Advisory Cycle.
  - ✓ The Advisory Teacher Member is not meeting one or more standards. The Advisory Teacher Member shall receive further assistance through referral to the PAR program.
    - √ Requires a majority vote of the TIP Panel
    - ✓ The Advisory Form recommending referral to the PAR program shall be placed in the Advisory <del>Teacher's Member's personnel file.</del>
- Disagreements regarding the procedures in preparing reports and recommendations and which are used as a basis for a referral to the PAR program, shall be subject to an expedited grievance procedure, which shall be concluded prior to the beginning of the next school year.

#### **Teacher Intervention Program (TIP) Panel:**

- 1. The TIP Panel shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers or a teacher who has retired within the last two years who are chosen to serve by the Association. The District shall choose the administrators of the Joint Panel. Consensus is the preferred decision making model. However, when consensus cannot be reached, a simple majority is needed for all decisions related exclusively to the PAR Program and five (5) votes shall be required for all other decisions.
- 2. The TIP Panel will establish its own standing rules and meeting schedule. If the TIP Panel makes language changes, unanimous decisions must be made, or the recommended language changes must return to the bargaining process. To make program changes or personnel decisions, five (5) members of the TIP Panel must be in agreement. Teachers who are members of the TIP Panel shall be released from their regular duties to attend TIP Panel meetings.
- 3. The TIP Panel shall be responsible for the following:
  - Reviewing the Advisory and PAR program reports prepared by Consulting Teachers and making recommendations regarding permanent teachers to the District governing board.
  - Annually recommending, in consultation with the Superintendent and/or his/her designee, a budget for the programs under the purview of the TIP Panel that shall be subject to final review and approval by the Superintendent and school board.
  - Annually evaluating the impact of the program in order to continually improve the program using evaluation criteria developed at the inception

- of the program. Establishing its own procedures, including the method for selection of a Chair or Co-Chairs.
- Providing the necessary annual training for the Joint panel members.
- Selecting and evaluating the Consulting Teachers who are not performing effectively.
- · Selecting trainers and/or training providers.
- Providing ongoing training for Consulting Teachers.
- Distributing, annually, a copy of the description and guidelines governing the program, and a year-end summary report to all-bargaining unit members, administrators, and the school board.
- Making all decisions about eligibility for the Advisory and PAR programs consistent with this agreement.
- Determining the number of Consulting Teachers in any school year based upon participation in the Advisory and PAR programs, the budget available and other relevant considerations.
- Approving assignment of additional staff to provide instructional and curricular support to Participating Teachers Members.
- 4. Bargaining unit members of the TIP Panel shall be paid their per diem rate for up to ten (10) extra days per year if required for the program. Bargaining unit members shall receive an annual stipend.
- 5. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, TIP Panel members, Consulting Teachers, and administrators may disclose such information only as necessary to administer this article.
- 6. A TIP Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest with regard to a program participant.
- 7. The District shall indemnify and hold harmless members of the TIP Panel from any lawsuit or claim arising out of the performance of their duties under this program.

#### Participating Teachers:

#### 1. Intervention <del>Teacher</del> Member

An Intervention <del>Teacher Member</del> is a <del>teacher member</del> with permanent status who has been referred to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory Advisory Form.

The Intervention <del>Teacher</del> *Member* shall have the right to submit a written response within twenty (20) days of receipt of the Advisory Form and Intervention <del>Teacher</del> *Member* shall also have the right to request a meeting with the TIP

Panel and to be represented at this meeting by the Association representative of his or her choice.

The Intervention <del>Teacher</del> *Member* has the right to be represented throughout these procedures by the Association representative of his or her choice.

## 2. Volunteer Participating Teacher Member

A Volunteer Participating <del>Teacher</del> *Member* is a <del>teacher</del> *member* with permanent status who volunteers to participate in the PAR Program. A Volunteer Participating <del>Teacher</del> *Member* may terminate his/her participation in the PAR Program at any time.

All communication and documentation between the Consulting Teacher and a Volunteer Participating Teacher Member shall be confidential and, without the written consent of the Volunteer Participating Teacher Member, shall not be shared with others including the site principal, or the evaluator, or the TIP Panel.

Any such documentation produced while the teacher is a Volunteer Participating <del>Teacher Member</del> shall be the property of the Volunteer Participating <del>Teacher Member</del> and shall not be placed in the personnel file.

#### C. Consulting Teachers

A Consulting Teacher is a teacher who provides assistance to a Participating Teacher *Member* pursuant to the Advisory and PAR programs. The following shall constitute minimum qualifications for the Consulting Teacher:

- 1. A credentialed classroom teacher with permanent status.
- 2. Five (5) years of recent experience in classroom instruction.
- 3. A demonstration of exemplary teaching ability, as indicated by, among other things, effective interpersonal communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- 4. Submission of two (2) references from individuals with specific knowledge of his or her expertise as follows:
  - Reference from a building principal or immediate supervisor.
  - A reference from another classroom teacher.
     All applications and references shall be treated with confidentiality.
     Consulting Teachers shall be selected by the TIP Panel.
     Consulting Teachers shall be selected by the TIP Panel.

The Term of the consulting teacher shall be *up to* four (4) years and a teacher may not serve in the position for more than one (1) term. For the initial year of implementation, terms will be staggered at three (3) and four

(4) years. The Lead Consulting Teacher may serve up to a seven (7) year term.

Consulting Teachers shall provide support on a full-time basis for the purpose of observing Participating Teachers *Members* and meeting with them to plan and provide support and assistance. In addition, the TIP Panel may authorize additional support appropriate to meet the needs of the Participating Teacher *Member*.

Functions and other PAR responsibilities as defined by subdivisions g and m of 3540.1 of the Government Code and Education Code, Article 4.5, section 44503(b) performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall retain all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall have a work year that includes an additional five (5) days. Up to an additional five (5) days may be assigned at per diem rate based on program needs. The Consulting Teacher shall receive an annual stipend. This stipend may be prorated if the service is less than one (1) year. Stipends are contingent on continued state funding of the PAR Program.

Upon completion of his/her service as a full-time released Consulting Teacher, a teacher has a right to return to his/her original site if a position is available.

The District shall indemnify and hold harmless individual Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.

Consulting Teachers shall assist Participating Teachers Members by demonstrating, observing, coaching, conferencing, referring or providing other activities that, in their professional judgment, will assist the Participating Teacher Member.

The Consulting Teacher shall meet with the Advisory or Intervention Teacher Member and the administrator to discuss the performance goals, develop the improvement plan and develop a process for determining successful completion of the Advisory or PAR program.

The Consulting Teacher shall conduct multiple observations of the Advisory or Intervention Teacher Member during classroom instruction, including periodic pre-observation and post- observation conferences.

The Consulting Teacher shall monitor the progress of the Advisory or Intervention Teacher Member as it relates to the CSTP and shall provide periodic written reports to the Advisory or Intervention Teacher Member and administrator for discussion and review. A copy of each of the Consulting Teacher's reports shall be submitted to and discussed with the Advisory or Intervention Teacher Member to receive his or her

signature before it is submitted to the TIP Panel. The Advisory or Intervention <del>Teacher's Member's</del> signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit the Advisory Form to the TIP Panel.

The Consulting Teacher shall complete the Summary Evaluation Form and shall be signed by the Consulting Teacher and the Principal. Should the principal be in disagreement with the Summary Evaluation written by the Consulting Teacher, the principal shall prepare a separate Summary Evaluation using the Intervention Teacher Summary Evaluation Form for Administrators. The form shall be signed by the Principal, Intervention Teacher, and Consulting Teacher.

#### Peer Assistance and Review (PAR) Program:

The primary purpose of this program is to provide assistance and remediation to those teachers members who have participated in the Advisory Phase and have been referred for Intervention by the TIP Panel.

- A. A meeting to create an improvement plan shall occur prior to the Intervention Teacher's Member's participation in PAR. This meeting shall involve the Intervention Teacher Member, the evaluator who evaluated the teacher, and the Consulting Teacher. The Intervention Teacher Member may request DEA representation at the meeting.
- B. During the period of assistance, the Intervention Teacher's Member's performance relative to the PAR Program guidelines shall be the joint responsibility of the TIP Panel and Consulting Teacher, in collaboration with the administrator.
- C. Communication and consultation with the administrator shall be ongoing. The Consulting Teacher shall share all written evaluation reports during a conference with the Intervention Teacher Member at least every six (6) weeks. Copies of the written reports will be provided to the administrator and the TIP Panel.
- D. If at any time during the period of assistance, the TIP Panel determines that the Intervention Teacher Member is unwilling or unable to meet the standards of performance, the TIP Panel may recommend to the Superintendent/designee an issuance of a notice of unsatisfactory performance per Education Code Section 44938.
- E. At the conclusion of the year of remediation, the TIP Panel shall determine that:
  - 1. The Intervention Teacher Member is now proficient according to California Standards for the Teaching Profession, or
  - The intervention may be extended to a second year if the TIP Panel believes progress is being made and the Intervention <del>Teacher Member</del> has a reasonable opportunity to meet the standards with an additional year of support, or
  - 3. Further assistance and remediation will not be successful with reasons in support of this conclusion. *With a unanimous vote* (7 0) by the TIP Panel, the School Board may at such time initiate dismissal proceeding.

- F. The deliberation of the TIP Panel shall be closed and confidential. All decisions shall be based upon the information provided by the Consulting Teacher, the administrator, the Intervention Teacher Member and the DEA representative.
- G. The results of the Intervention <del>Teacher's Member's participation in the PAR Program shall be made available for placement in his or her personnel file and shall be used in the evaluation of the Intervention <del>Teacher Member.</del></del>

### Intervention Teacher Due Process Rights:

- 1. The Intervention Teacher Member shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the TIP Panel. The member shall be given the opportunity to attach his/her comments to any report submitted to the TIP Panel. The member shall receive copies of such reports at least five (5) working days prior to any such meeting.
- 2. The Intervention Teacher Member shall have the right to be represented by DEA in any meeting of the TIP Panel that the Intervention Teacher Member is entitled to attend and shall be given a reasonable opportunity to present his/her view concerning any report being made.
- 3. Disagreements regarding the procedures in preparing the Advisory Form, which is used as the basis for a referral, shall be subject to an expedited grievance procedure, which shall be concluded prior to the beginning of the next school year. The substance of the employee's member's Advisory Form for competency is not arbitral.
- 4. Upon the teacher's member's written request, all materials at least four (4) years old that are related to the Intervention Teacher's Member's PAR Program, shall be removed from the personnel file and placed in a separate, sealed file.
- 5. The TIP Panel in no way diminishes the legal rights of District or bargaining unit members.

#### Teacher Intervention Program (TIP)

After observing a <u>teacher</u> *member*, an administrator feels the teacher need to improve.

Administrator & Consulting teacher develop an Action Stull Support Plan for improvement and get approval by the Executive Director of DEA & TIP Panel.

Administrator conducts a 2<sup>nd</sup> observation (45 days after the Stull Support Plan is signed).

Teacher Member has met standard & continues with Stull.

Administrator feels teacher member needs to improve.

Administrator refers teacher member to TIP Panel.

Executive Director & TIP Panel disagrees with referral and the teacher member continues with Stull.

Executive Director & TIP Panel approves referral and teacher *member* begins an 80 *90*-day Advisory cycle.

The teacher member has met standard, takes all paperwork with them, & returns to the Stull process.

The teacher member has made progress but requires an additional 80 90-day Advisory cycle.

The <u>teacher</u> member requires more assistance and is referred to the 1-year PAR program.

The <u>teacher</u> member has met standard, paperwork is placed in Personnel file, and <u>teacher</u> member returns to the Stull process.

The <u>teacher</u> *member* has made progress but requires another year of support in the PAR program.

After a unanimous TIP Panel vote, the teacher member is referred to the School Board for dismissal.

## **Teacher Intervention Program (TIP)**

During an observation, an administrator has concerns and checks the box to initiate a Stull Support Plan.

Administrator notates the areas of concern the Consulting Teacher develops a Stull Support Plan for improvement, and begins working with the Member.



Administrator conducts a 2nd observation 45 days after the Stull Support Plan.

Member has met standard & continues with Stull.

Administrator feels member needs to improve

Administrator refers member to the TIP Panel.

The TIP Panel disagrees with referral and the member continues with STULL.

The TIP Panel approves referral and the member begins an 90-day Advisory cycle.

After reviewing progress every six weeks during Advisory cycle, the TIP Panel will determine:

The member has met standard, takes all paperwork with them. & returns to the STULL process.

The member has made progress but requires an additional 90-day

Advisory cycle

The member requires more assistance and is referred to the 185 day PAR program.

After reviewing progress every six weeks during the PAR program, the TIP Panel will determine

The member has met standard, paperwork is placed in Personnel file, and teacher returns to the STULL process.

The member has made progress but requires another year of support in the PAR program.

After an unanimous vote, the member is referred to the School Board for dismissal,

5/2020

## AGREED UPON SEPTEMBER 17, 2021

J. May-	10/21/2021	
DEA President ()	Date	
. Alyk Pari	10/21/2021	
Assistant Superintendent	Date	
Certificated Human Resources		

## Los Angeles County Office of Education **Business Advisory Services**

## PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Downey Unified School District									
Name of Bargaining Unit:	Downey Education	Downey Education Association (DEA)								
Certificated, Classified, Other:	Certificated	Certificated								
The proposed agreement covers the	e period beginning:	August 1, 2021	and ending:	June 30, 2022						
	<u> </u>	(date)		(date)						

The Governing Board will act upon this agreement on: November 2, 2021

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)								
	All Funds - Combined	Annual Cost Prior to	Year 1	Year 2	Year 3						
		Proposed Settlement	Increase/(Decrease)	Increase/(Decrease)	Increase/(Decrease)						
			2021-22	2022-23	2023-24						
1.	Salary Schedule	\$ 111,987,700	\$ 4,557,900	\$ -	\$ -						
	Including Step and Column										
			4.07%	0.000/	0.000/						
2.	Other Compensation		4.07%	0.00%	0.00%						
	Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.										
	Description of Other Compensation										
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 23,741,400	\$ 966,275	\$ -	\$ -						
			4.07%	0.00%	0.00%						
4.	Health/Welfare Plans										
5.	Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 135,729,100	\$ 5,524,175	\$ -	\$ -						
			4.07%	0.00%	0.00%						
6.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	1,115.00		er en Ha							
7.	Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 121,730	\$ 4,954	\$ -	\$ -						
			4.07%	0.00%	0.00%						

Downey Unified School District Downey Education Association (DEA)

	8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?
	The current salary schedule AR 4141 for DEA shall reflect a 4.07% salary increase effective August 1, 2021.
	9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)
	No.
	10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)
	N/A.
	11. Does this bargaining unit have a negotiated cap for Health and Welfare Yes No X benefits?  If yes, please describe the cap amount.
	N/A.
В.	Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)
	Please see attached Tentative Agreement.
C.	What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)
	Please see attached Tentative Agreement.

## Public Disclosure of Proposed Collective Bargaining Agreement

Page 3

Downey Unified School District Downey Education Association (DEA)

D.	What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?
	None.
E.	Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.
	None:
F.	Source of Funding for Proposed Agreement:  1. Current Year
	For the year 2021-22, LCFF General Fund Revenues and Adult Ed funding. In addition, the District is planning on implementing various one-time expenditure reductions and transfers from different sources, in an approximate amount of \$7 million to cover the costs of the salary increase for all units.
	2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?
	For subsequent years, the District is planning on implementing various one-time expenditure reductions and transfers from different sources, in an approximate amount of \$8 million to cover the costs of the salary increase for all units.
	3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)
	N/A.

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### **Unrestricted General Fund**

Bargaining Unit:

Downey Education Association (DEA)

Bar	<del></del>			owney Education Association (DE							
			Column 1		Column 2		Column 3		Column 4		
	Object Code	В	Latest Board- pproved Budget efore Settlement As of August 3, 2021)	Res	djustments as a ult of Settlement compensation)	(ag	Other Revisions greement support and/or other unit agreement) splain on Page 4i	((	Total Revised Budget Columns 1+2+3)		
REVENUES				162				1/2	100		
LCFF Revenue	8010-8099	\$	241,097,178			\$		\$	241,097,178		
Federal Revenue	8100-8299	\$	-			\$	-	\$	-		
Other State Revenue	8300-8599	\$	4,567,830	às :		\$		\$	4,567,830		
Other Local Revenue	8600-8799	\$	3,092,073			\$		\$	3,092,073		
TOTAL REVENUES		\$	248,757,081			\$	-	\$	248,757,081		
EXPENDITURES											
Certificated Salaries	1000-1999	\$	103,230,713	\$	4,420,960	\$	396,289	\$	108,047,962		
Classified Salaries	2000-2999	\$	20,184,031			\$	397,276	\$	20,581,307		
Employee Benefits	3000-3999	\$	51,636,074	\$	937,736	\$	217,021	\$	52,790,831		
Books and Supplies	4000-4999	\$	11,474,082			\$	(2,500,000)	\$	8,974,082		
Services and Other Operating Expenditures	5000-5999	\$	15,066,311		-14	\$	(4,000,000)	\$	11,066,311		
Capital Outlay	6000-6999	\$	483,193	1000		\$		\$	483,193		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	166,723			\$		\$	166,723		
Transfers of Indirect Costs	7300-7399	\$	(762,865)			\$		\$	(762,865		
TOTAL EXPENDITURES	· · · · · ·	\$	201,478,262	\$	5,358,696	\$	(5,489,414)	\$	201,347,544		
OTHER FINANCING SOURCES/USES		17		4.		W	9 - 1 349 T - 11				
Transfers In and Other Sources	8900-8979	\$	•	\$	-	\$	-	\$	-		
Transfers Out and Other Uses	7600-7699	\$	2,075,000	\$	-	\$	(500,000)	\$	1,575,000		
Contributions	8980-8999	\$	(46,574,557)	\$		\$	-	\$	(46,574,557)		
OPERATING SURPLUS (DEFICIT)*		\$	(1,370,738)	\$	(5,358,696)	\$	5,989,414	\$	(740,020)		
BEGINNING FUND BALANCE	9791	\$	36,096,726					\$	36,096,726		
Audit Adjustments/Other Restatements	9793/9795	\$	-					\$	-		
ENDING FUND BALANCE		\$	34,725,988	\$	(5,358,696)	\$	5,989,414	\$	35,356,706		
COMPONENTS OF ENDING FUND BALAN	CE:	A.S.				1					
Nonspendable	9711-9719	\$	1,112,282	\$		\$		\$	1,112,282		
Restricted	9740	1000	A STABLE STATE	m. k.							
Committed	9750-9760	\$	1,037,925	\$	-	\$	•	\$	1,037,925		
Assigned	9780	\$		\$	-	\$		\$	-		
Reserve for Economic Uncertainties	9789	\$	15,828,447	\$	•	\$	-	\$	15,828,447		
Unassigned/Unappropriated Amount	9790	\$	16,747,334	\$	(5,358,696)	\$	5,989,414	\$	17,378,052		

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### **Restricted General Fund**

Downey Education Association (DEA) Bargaining Unit:

Barg	Bargaining Unit:			lowney Education						
		$\vdash$	Column 1  Latest Board-	1	Column 2	-	Column 3 Other Revisions	-	Column 4	
	Object Code	B (.	pproved Budget efore Settlement As of August 3, 2021)	Res	ult of Settlement ompensation)	(ag	reement support nd/or other unit agreement) plain on Page 4i	(0	Total Revised Budget Columns 1+2+3)	
REVENUES				132		NA		13.5	Year of Greek	
LCFF Revenue	8010-8099	\$	•			\$		\$	-	
Federal Revenue	8100-8299	\$	23,348,691			\$	•	\$	23,348,691	
Other State Revenue	8300-8599	\$	33,960,922			\$	-	\$	33,960,922	
Other Local Revenue	8600-8799	\$	10,797,264		Maria	\$		\$	10,797,264	
TOTAL REVENUES		\$	68,106,877			\$	•	\$	68,106,877	
EXPENDITURES		-51		No.	- STORAGE	ty:		¥55		
Certificated Salaries	1000-1999	\$	29,211,919	\$	68,257	\$	9,355	\$	29,289,531	
Classified Salaries	2000-2999	\$	22,527,537	\$	•	\$	137,042	\$	22,664,579	
Employee Benefits	3000-3999	\$	43,383,305	\$	13,972	\$	47,864	\$	43,445,141	
Books and Supplies	4000-4999	\$	5,822,039			\$	2,500,000	\$	8,322,039	
Services and Other Operating Expenditures	5000-5999	\$	10,167,862			\$		\$	10,167,862	
Capital Outlay	6000-6999	\$	15,000	1101		\$	4,000,000	\$	4,015,000	
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	1,735,000			\$	-	\$	1,735,000	
Transfers of Indirect Costs	7300-7399	\$	208,008			\$	•	\$	208,008	
TOTAL EXPENDITURES		\$	113,070,670	\$	82,229	\$	6,694,261	\$	119,847,160	
OTHER FINANCING SOURCES/USES		300								
Transfers In and Other Sources	8900-8979	\$	•	\$	-	\$		\$	and the second s	
Transfers Out and Other Uses	7600-7699	\$	1,504,087	\$	-	\$		\$	1,504,087	
Contributions	8980-8999	\$	46,574,557	\$	-	\$	•	\$	46,574,557	
OPERATING SURPLUS (DEFICIT)*		\$	106,677	\$	(82,229)	\$	(6,694,261)	\$	(6,669,813	
				1873						
BEGINNING FUND BALANCE	9791	\$	22,905,808					\$	22,905,808	
Audit Adjustments/Other Restatements	9793/9795	\$	-					\$	-	
ENDING FUND BALANCE		\$	23,012,485	\$	(82,229)	\$	(6,694,261)	\$	16,235,995	
COMPONENTS OF ENDING FUND BALANC	Œ:	Ž.								
Nonspendable	9711-9719	\$	•	\$	- ·	\$		\$	-	
Restricted	9740	\$	23,012,485	\$	(82,229)	\$	(6,694,261)	\$	16,235,995	
Committed	9750-9760							9715 4775 1876 1876 1876		
Assigned Amounts	9780						The second second			
Reserve for Economic Uncertainties	9789			\$	-	\$	- I The second second	\$		
Unassigned/Unappropriated Amount	9790	\$	•	\$	-	\$	-	\$	-	

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### **Combined General Fund**

Bargaining Unit: Downey Education Association (DEA)

Barga	ining Unit:		]	Dow	ney Education	Ass	ociation (DEA	A)		
				Column 2		Column 3		Column 4		
	Object Code	A <sub>I</sub> Be	Latest Board- oproved Budget efore Settlement As of August 3, 2021)	Res	djustments as a ult of Settlement compensation)	(agr an	her Revisions eement support d/or other unit agreement) lain on Page 4i		Total Revised Budget 'olumns 1+2+3)	
REVENUES		31.00		75						
LCFF Revenue	8010-8099	\$	241,097,178			\$	-	\$	241,097,178	
Federal Revenue	3100-8299	\$	23,348,691	3.5		\$	-	\$	23,348,691	
Other State Revenue	3300-8599	\$	38,528,752			\$	-	\$	38,528,752	
Other Local Revenue	3600-8799	\$	13,889,337			\$	-	\$	13,889,337	
TOTAL REVENUES		\$	316,863,958	0,35%		\$	-	\$	316,863,958	
EXPENDITURES		1				5		35		
Certificated Salaries	1000-1999	\$	132,442,632	\$	4,489,217	\$	405,644	\$	137,337,493	
Classified Salaries 2	2000-2999	\$	42,711,568	\$	_	\$	534,318	\$	43,245,886	
Employee Benefits	3000-3999	\$	95,019,379	\$	951,708	\$	264,885	\$	96,235,972	
Books and Supplies	1000-4999	\$	17,296,121	1		\$	-	\$	17,296,121	
Services and Other Operating Expenditures	5000-5999	\$	25,234,173	10 mg		\$	(4,000,000)	\$	21,234,173	
Capital Outlay	5000-6999	\$	498,193			\$	4,000,000	\$	4,498,193	
, , ,	7100-7299 7400-7499	\$	1,901.723			\$		\$	1,901,723	
Transfers of Indirect Costs 7	7300-7399	\$	(554,857)	Editor S		\$	-	\$	(554,857	
TOTAL EXPENDITURES		\$	314,548,932	\$	5,440,925	\$	1,204,847	\$	321,194,704	
OTHER FINANCING SOURCES/USES		1		Land Control		18.37	1 1 1 2 <del>1</del> 1 1 1 1	GC:		
Transfer In and Other Sources	3900-8979	\$	-	\$	•	\$	-	\$	-	
Transfers Out and Other Uses 7	7600-7699	\$	3,579,087	\$	-	\$	(500,000)	\$	3,079,087	
Contributions 8	3980-8999	\$	-	\$	•	\$	-	\$	-	
OPERATING SURPLUS (DEFICIT)*		\$	(1,264,061)	\$	(5,440,925)	\$	(704,847)	\$	(7,409,833	
	eriner üsekit.			4.74				23		
BEGINNING FUND BALANCE	9791	\$	59,002,534			44		\$	59,002,534	
Audit Adjustments/Other Restatements	793/9795	\$	•			100		\$	-	
ENDING FUND BALANCE		\$	57,738,473	\$	(5,440,925)	\$	(704,847)	\$	51,592,701	
COMPONENTS OF ENDING FUND				34.		国表	The same		13	
Nonspendable 9	711-9719	\$	1,112,282	\$	•	\$	-	\$	1,112,282	
Restricted	9740	\$	23,012,485	\$	(82,229)	\$	(6,694,261)	\$	16,235,995	
Committed 9	750-9760	\$	1,037,925	\$	-	\$	-	\$	1,037,925	
Assigned	9780	\$	•	\$	-	\$	-	\$	-	
Reserve for Economic Uncertainties	9789	\$	15,828,447	\$	- 1	\$	-	\$	15,828,447	
Unassigned/Unappropriated Amount	9790	\$	16,747,334	\$	(5,358,696)	\$	5,989,414	\$	17,378,052	

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### Fund 11 - Adult Education Fund

Bargaining Unit:

Downey Education Association (DEA)

Bargaining U	nit:		]	Downey Education Association (DE							
				Column 2		Column 3		Column 4			
Object Co	ode	App Befo	roved Budget bre Settlement of August 3, 2021)	Re	Adjustments as a sult of Settlement (compensation)	(ag	Other Revisions greement support and/or other unit agreement) cplain on Page 4i		Total Revised Budget olumns 1+2+3)		
REVENUES					E Bullet						
Federal Revenue 8100-82	99	\$	2,449,143			\$		\$	2,449,143		
Other State Revenue 8300-85	99	\$	1,877,912			\$		\$	1,877,912		
Other Local Revenue 8600-87	99	\$	3,796,619			\$		\$	3,796,619		
TOTAL REVENUES		\$	8,123,674		AND THE RESERVE OF THE PARTY OF	\$	-	\$	8,123,674		
EXPENDITURES				100							
Certificated Salaries 1000-19	99	\$	2,444,464	\$	68,686	\$	14,670	\$	2,527,820		
Classified Salaries 2000-29	99	\$	1,207,630	\$	-	\$	-	\$	1,207,630		
Employee Benefits 3000-39	99	\$	1,747,513	\$	14,564	\$	3,110	\$	1,765,187		
Books and Supplies 4000-49	99	\$	310,712			\$	-	\$	310,712		
Services and Other Operating Expenditures 5000-59	99	\$	2,526,705			\$	-	\$	2,526,705		
Capital Outlay 6000-69	99	\$	-			\$	-	\$	-		
Other Outgo (excluding Indirect Costs) 7100-72 7400-74		\$				\$		\$	•		
Transfers of Indirect Costs 7300-73	99	\$	195,469			\$		\$	195,469		
TOTAL EXPENDITURES		\$	8,432,493	\$	83,250	\$	17,780	\$	8,533,523		
OTHER FINANCING SOURCES/USES	$\neg$			10				Vi	2177		
Transfers In and Other Sources 8900-89	79	\$	500,000	\$		\$		\$	500,000		
Transfers Out and Other Uses 7600-76	99	\$	-	\$	<u> </u>	\$	-1	\$	-		
OPERATING SURPLUS (DEFICIT)*		\$	191,181	\$	(83,250)	\$	(17,780)	\$	90,151		
								11	1-91		
BEGINNING FUND BALANCE 9791		\$	6,055,491	7.4				\$	6,055,491		
Audit Adjustments/Other Restatements 9793/97	95	\$						\$	-		
ENDING FUND BALANCE		\$	6,246,672	\$	(83,250)	\$	(17,780)	\$	6,145,642		
COMPONENTS OF ENDING FUND BALANCE:			3 200			1564			1.30		
Nonspendable 9711-97	19	\$	•	\$		\$	-	\$	-		
Restricted 9740		\$	955,740	\$	•	\$	-	\$	955,740		
Committed 9750-97	60	\$		\$		\$		\$	-		
Assigned 9780		\$	-	\$		\$		\$	-		
Reserve for Economic Uncertainties 9789		\$	5,290,932	\$	(83,248)	\$	(17,780)	\$	5,189,904		
Unassigned/Unappropriated Amount 9790	7	\$		\$	(2)	\$	-	\$	(2)		

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### Fund 12 - Child Development Fund

Bargaining Unit:

Downey Education Association (DEA)

	ining Unit:	Column 1	Column 2	Column 3	Column 4
C	Object Code	Latest Board- Approved Budget Before Settlement (As of August 3, 2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -	Tricks gran s	\$ -	\$ -
EXPENDITURES			**		
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services and Other Operating Expenditures	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	5000-6999	\$ -		\$ -	\$ -
	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES		E STATE OF THE STA			
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
E The last of the					
BEGINNING FUND BALANCE	9791	\$ -			\$ -
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE	:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	s -	\$ -	\$ -	\$ -

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### Fund 13/61 - Cafeteria Fund

Rargaining Unit

Downey Education Association (DEA)

Barga	ining Unit:											
			Column 1	Column 2		Column 3	Column 4					
	Object Code	Ap Be	Latest Board- proved Budget fore Settlement is of August 3, 2021)	Adjustments as a Result of Settlement (compensation)	(agre and	ner Revisions cement support l/or other unit agreement) ain on Page 4i		Total Revised Budget olumns 1+2+3)				
REVENUES				197 p		Wasania and Alexandria	production in Given					
LCFF Revenue	8010-8099	\$	13,250,000		\$		\$	13,250,000				
Federal Revenue	8100-8299	\$	514,000		\$	-	\$	514,000				
Other State Revenue	8300-8599	\$	54,000		\$	-	\$	54,000				
Other Local Revenue	8600-8799	\$	-	The state of the s	\$	-	\$	•				
TOTAL REVENUES		\$	13,818,000		\$	•	\$	13,818,000				
EXPENDITURES		W.X			W.F.							
Certificated Salaries	1000-1999	\$		\$ -	\$	Citizen 5-	\$	-				
Classified Salaries	2000-2999	\$	4,362,733	\$ -	\$	20,152	\$	4,382,885				
Employee Benefits	3000-3999	\$	1,617,575	\$ -	\$	6,747	\$	1,624,322				
Books and Supplies	4000-4999	\$	8,124,700		\$	-	\$	8,124,700				
Services and Other Operating Expenditures	5000-5999	\$	388,340		\$	-	\$	388,340				
Capital Outlay	6000-6999	\$	200,000		\$	-	\$	200,000				
, , ,	7100-7299 7400-7499	\$	359,388		\$	-	\$	359,388				
Transfers of Indirect Costs	7300-7399	\$	•		\$	-	\$	-				
TOTAL EXPENDITURES		\$	15,052,736	\$ -	\$	26,899	\$	15,079,635				
OTHER FINANCING SOURCES/USES		Y			7.75							
Transfers In and Other Sources	8900-8979	\$	-	\$ -	\$	-	\$	•				
Transfers Out and Other Uses	7600-7699	\$		\$ -	\$	<u>-</u>	\$	-				
OPERATING SURPLUS (DEFICIT)*		\$	(1,234,736)	\$ -	\$	(26,899)	\$	(1,261,635				
			the lives had	Cra to a marking	1. V. A.	ing of a						
BEGINNING FUND BALANCE	9791	\$	11,314,402		<b>建</b>		\$	11,314,402				
Audit Adjustments/Other Restatements	9793/9795	\$					\$	•				
ENDING FUND BALANCE		\$	10,079,666	\$ -	\$	(26,899)	\$	10,052,767				
COMPONENTS OF ENDING FUND BALANCE	Ξ:	- A-12					10					
Nonspendable	9711-9719	\$		\$ -	\$		\$					
Restricted	9740	\$	10,079,666	\$ -	\$	(26,899)	\$	10,052,767				
Committed	9750-9760	\$		\$ -	\$		\$	•				
Assigned	9780	\$	- ·	\$ -	\$		\$	-				
Reserve for Economic Uncertainties	9789	\$	-	\$ -	\$	-	\$	-				
Unassigned/Unappropriated Amount	9790	\$	-	\$ -	\$	-	\$	-				

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

N/A

Bargaining Unit:

Downey Education Association (DEA)

Bargain	ing Unit:	D	owney Education	Association (DE	EA)	
		Column 1	Column 2	Column 3	Column 4	
	ject Code	Latest Board- Approved Budget Before Settlement (As of August 3, 2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)	
REVENUES						
Federal Revenue 81	100-8299	\$ -		\$ -	\$ -	
Other State Revenue 83	300-8599	\$ -		\$ -	\$ -	
Other Local Revenues 86	500-8799	\$ -		\$ -	\$ -	
TOTAL REVENUES		\$ -		\$ -	\$ -	
EXPENDITURES						
Certificated Salaries	00-1999	\$ -	\$ -	\$ -	\$ -	
Classified Salaries 20	00-2999	\$ -	\$ -	\$ -	\$ -	
Employee Benefits 30	00-3999	\$ -	\$ -	\$ -	\$ -	
Books and Supplies 40	00-4999	\$ -		\$ -	\$ -	
Services and Other Operating Expenditures 50	00-5999	\$ -		\$ -	\$ -	
Capital Outlay 60	00-6999	\$ -		\$ -	\$ -	
	00-7299 00-7499	\$ -		\$ -	\$ -	
Transfers of Indirect Costs 73	00-7399	\$ -		\$ -	\$ -	
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -	
OTHER FINANCING SOURCES/USES			1			
Transfers In and Other Sources 89	00-8979	\$ -	\$ -	\$ -	\$ -	
Transfers Out and Other Uses 76	00-7699	\$ -	\$ -	\$ -	\$ -	
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -	
BEGINNING FUND BALANCE	9791	\$ -			\$ -	
Audit Adjustments/Other Restatements 97	93/9795	\$ -			\$ -	
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -	
COMPONENTS OF ENDING FUND BALANCE:				1912年在李文学		
Nonspendable 97	11-9719	\$ -	\$ -	\$ -	\$ -	
Restricted	9740	\$ -	\$ -	\$ -	\$ -	
Committed 97	50-9760	\$ -	\$ -	\$ -	\$ -	
Assigned	9780	\$ -	\$ -	\$ -	\$ -	
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -	
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	s -	s -	

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

N/A. Enter Fund: Downey Education Association (DEA) Bargaining Unit:

Barg	gaining Unit:	ט	Downey Education Association (DEA)						
		Column 1	Column 2	Column 3	Column 4				
	Object Code	Latest Board- Approved Budget Before Settlement (As of August 3, 2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)				
REVENUES				* *********	<b>不是一种人的人的人的人</b>				
Federal Revenue	8100-8299	\$ -		\$ -	\$ -				
Other State Revenue	8300-8599	\$ -	The same of the sa	\$ -	\$ -				
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -				
TOTAL REVENUES		\$ -		\$ -	\$ -				
EXPENDITURES									
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -				
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -				
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -				
Books and Supplies	4000-4999	\$ -		\$ -	\$ -				
Services and Other Operating Expenditures	5000-5999	\$ -		\$ -	\$ -				
Capital Outlay	6000-6999	\$ -		\$ -	\$ -				
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -				
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -				
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -				
OTHER FINANCING SOURCES/USES									
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -				
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -				
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -				
	4.4								
BEGINNING FUND BALANCE	9791	\$ -			\$ -				
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -				
ENDING FUND BALANCE	-	\$ -	\$ -	\$ -	\$ -				
COMPONENTS OF ENDING FUND BALANC	E:								
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -				
Restricted	9740	\$ -	\$ -	\$ -	\$ -				
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -				
Assigned	9780	\$ -	\$ -	s -	\$ -				
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -				
Unassigned/Unappropriated Amount	9790	\$ -	s -	\$ -	\$ -				

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

Downey Unified School District Downey Education Association (DEA)

#### Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund		Amount	Explanation
Revenues	\$		
Expenditures	_ \$	(5,489,414)	One time expenditure transfers and expenditure adjustments
Other Financing Sources/Uses	\$	500,000	Decrease in Funding to Adult Ed Program
Page 4b: Restricted General Fund		Amount	Explanation
Revenues	\$	-	
Expenditures	\$	6,694,261	One time expenditure transfers and expenditure adjustments
Other Financing Sources/Uses	\$	-	
Page 4d: Fund 11 - Adult Education Fund		Amount	Explanation
Revenues	\$	-	
Expenditures	\$	17,780	Cetificated Management Settlement
Other Financing Sources/Uses	\$	-	
Page 4e: Fund 12 - Child Development Fund Revenues Expenditures	\$	Amount -	Explanation
Other Financing Sources/Uses	\$	<u> </u>	
Page 4f: Fund 13/61 - Cafeteria Fund		Amount	Explanation
Revenues	\$	*	
Expenditures	\$	26,899	Classified Management Settlement
Other Financing Sources/Uses	\$	•	
Page 4g: Other		Amount	Explanation
Revenues	\$	-	
Expenditures	\$	-	
Other Financing Sources/Uses	\$	-	
Page 4h: Other		Amount	Explanation
Revenues	\$	-	
Expenditures	\$	-	
Other Financing Sources/Uses	\$	-	

#### Additional Comments:

The District is planning on implementing various one-time expenditure reductions and transfers from different sources, in an approximate amount of \$7 million to cover the cost of the salary increase for all units.

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

#### **Unrestricted General Fund MYP**

Bargaining Unit:

Downey Education Association (DEA)

Bargaining Unit:			Education Association (DEA)		
		2021-22	2022-23	2023-24	
	Object Code	Total Revised Budget After Settlement	First Subsequent Year Afte Settlement	r Second Subsequent Year After Settlement	
REVENUES					
LCFF Revenue	8010-8099	\$ 241,097,178	\$ 245,322,582	\$ 254,242,243	
Federal Revenue	8100-8299	\$ -	\$ -	\$ -	
Other State Revenue	8300-8599	\$ 4,567,830	\$ 4,567,830	\$ 4,567,890	
Other Local Revenue	8600-8799	\$ 3,092,073	\$ 3,092,073	\$ 3,092,073	
TOTAL REVENUES		\$ 248,757,081	\$ 252,982,485	\$ 261,902,206	
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 108,047,962	\$ 110,328,913	\$ 111,990,927	
Classified Salaries	2000-2999	\$ 20,581,307	\$ 20,895,288	\$ 21,246,490	
Employee Benefits	3000-3999	\$ 52,790,831	\$ 56,283,153	\$ 57,417,771	
Books and Supplies	4000-4999	\$ 8,974,082	\$ 11,451,086	\$ 11,906,345	
Services and Other Operating Expenditures	5000-5999	\$ 11,066,311	\$ 14,974,762	\$ 14,807,762	
Capital Outlay	6000-6999	\$ 483,193	\$ 483,193	\$ 483,193	
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 166,723	\$ 166,723	\$ 166,723	
Transfers of Indirect Costs	7300-7399	\$ (762,865)	\$ (762,865)	\$ (762,865	
Other Adjustments			\$ (8,000,000)	\$ -	
TOTAL EXPENDITURES		\$ 201,347,544	\$ 205,820,253	\$ 217,256,346	
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	
Transfers Out and Other Uses	7600-7699	\$ 1,575,000	\$ 2,075,000	\$ 2,075,000	
Contributions	8980-8999	\$ (46,574,557)	\$ (49,267,335)	\$ (51,849,078	
OPERATING SURPLUS (DEFICIT)*		\$ (740,020)	\$ (4,180,103)	\$ (9,278,218)	
BEGINNING FUND BALANCE	9791	\$ 36,096,726	\$ 35,356,706	\$ 31,176,603	
Audit Adjustments/Other Restatements	9793/9795	\$ -	Service of the service of		
ENDING FUND BALANCE		\$ 35,356,706	\$ 31,176,603	\$ 21,898,385	
COMPONENTS OF ENDING FUND BALANC	CE:		The property of the second		
Nonspendable	9711-9719	\$ 1,112,282	\$ 1,112,282	\$ 1,112,282	
Restricted	9740				
Committed	9750-9760	\$ 1,037,925	\$ 1,037,925	\$ 1,037,925	
Assigned	9780	\$ -	\$ -	\$ -	
Reserve for Economic Uncertainties	9789	\$ 15,828,447	\$ 15,766,056	\$ 16,466,900	
Unassigned/Unappropriated Amount	9790	\$ 17,378,052	\$ 13,260,340	\$ 3,281,278	

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

#### **Restricted General Fund MYP**

Bargaining Unit: Downey Education Association (DFA)

Bar	Bargaining Unit:		Education Association (DEA)			
		2021-22	2022-23	2023-24		
	Object Code	Castlana	First Subsequent Year After Settlement	Second Subsequent Year After Settlement		
REVENUES		2 Yr. 1711 L. A. 48				
LCFF Revenue	8010-8099	\$ -	\$ -	\$ -		
Federal Revenue	8100-8299	\$ 23,348,691	\$ 23,348,691	\$ 23,348,691		
Other State Revenue	8300-8599	\$ 33,960,922	\$ 26,422,214	\$ 23,714,542		
Other Local Revenue	8600-8799	\$ 10,797,264	\$ 9,197,264	\$ 9,197,264		
TOTAL REVENUES		\$ 68,106,877	\$ 58,968,169	\$ 56,260,497		
EXPENDITURES		Nacional de la compansión				
Certificated Salaries	1000-1999	\$ 29,289,531	\$ 28,268,364	\$ 28,738,676		
Classified Salaries	2000-2999	\$ 22,664,579	\$ 22,896,463	\$ 23,288,442		
Employee Benefits	3000-3999	\$ 43,445,141	\$ 45,132,497	\$ 45,496,783		
Books and Supplies	4000-4999	\$ 8,322,039	\$ 3,329,888	\$ 3,584,105		
Services and Other Operating Expenditures	5000-5999	\$ 10,167,862	\$ 5,347,146	\$ 3,639,474		
Capital Outlay	6000-6999	\$ 4,015,000	\$ 15,000	\$ 15,000		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1.735,000	\$ 1,735,000	\$ 1,735.000		
Transfers of Indirect Costs	7300-7399	\$ 208,008	\$ 208,008	\$ 208,008		
Other Adjustments			\$ -	\$ -		
TOTAL EXPENDITURES		\$ 119,847,160	\$ 106,932,366	\$ 106,705,488		
OTHER FINANCING SOURCES/USES						
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -		
Transfers Out and Other Uses	7600-7699	\$ 1,504,087	\$ 1,504,087	\$ 1,504,087		
Contributions	8980-8999	\$ 46,574,557	\$ 49,468,284	\$ 51,949,078		
OPERATING SURPLUS (DEFICIT)*		\$ (6,669,813)	\$ -	\$ -		
NEW AND SECURITY ROLL OF THE SECURITY OF THE S						
BEGINNING FUND BALANCE	9791	\$ 22,905,808	\$ 16,235,995	\$ 16,235,995		
Audit Adjustments/Other Restatements	9793/9795	-				
ENDING FUND BALANCE		\$ 16,235,995	\$ 16,235,995	\$ 16,235,995		
COMPONENTS OF ENDING FUND BALANC	E:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -		
Restricted	9740	\$ 16,235,995	\$ 16,235,995	\$ 16,235,995		
Committed	9750-9760					
Assigned	9780					
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -		
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -		

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

#### **Combined General Fund MYP**

Bargaining Unit:

Downey Education Association (DEA)

Bargaining Unit:		<del></del>		Education Association (DEA)			
	11		2021-22		2022-23	2023-24	
	Object Code		d Budget After ement	First Su	bsequent Year After Settlement		d Subsequent Year fter Settlement
REVENUES		Salarine value	Value Carlo			A STATE OF	The state of the s
LCFF Revenue	8010-8099	\$ 2	241,097,178	\$	245,322,582	\$	254,242,243
Federal Revenue	8100-8299	\$	23,348,691	\$	23,348,691	\$	23,348,691
Other State Revenue	8300-8599	\$	38,528,752	\$	30,990,044	\$	28,282,432
Other Local Revenue	8600-8799	\$	13,889,337	\$	12,289,337	\$	12,289,337
TOTAL REVENUES		\$ 3	316,863,958	\$	311,950,654	\$	318,162,703
EXPENDITURES				Alle Sir		5.24.20.	12276
Certificated Salaries	1000-1999	\$ 1	37,337,493	\$	138,597,277	\$	140,729,603
Classified Salaries	2000-2999	\$	43,245,886	\$	43,791,751	\$	44,534,932
Employee Benefits	3000-3999	\$	96,235,972	\$	101,415,650	\$	102,914,554
Books and Supplies	4000-4999	\$	17,296,121	\$	14,780,974	\$	15,490,450
Services and Other Operating Expenditures	5000-5999	\$	21,234,173	\$	20,321,908	\$	18,447,236
Capital Outlay	6000-6999	\$	4,498,193	\$	498,193	\$	498,193
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	\$	1,901,723	\$	1,901,723	\$	1,901,723
Transfers of Indirect Costs	7300-7399	\$	(554.857)	\$	(554,857)	\$	(554,857)
Other Adjustments				\$	(8,000,000)	\$	-
TOTAL EXPENDITURES		\$ 3	21,194,704	\$	312,752,619	\$	323,961,834
OTHER FINANCING SOURCES/USES		363		法社	3-250	17	
Transfers In and Other Sources	8900-8979	\$	-	\$	-	\$	
Transfers Out and Other Uses	7600-7699	\$	3,079,087	\$	3,579,087	\$	3,579,087
Contributions	8980-8999	\$	-	\$	200,949	\$	100,000
OPERATING SURPLUS (DEFICIT)*		\$	(7,409,833)	\$	(4,180,103)	\$	(9,278,218)
A STATE OF THE STA	B 8.	(*) 174 TERM			A Marine		
BEGINNING FUND BALANCE	9791	\$	59,002,534	\$	51,592,701	\$	47,412,598
Audit Adjustments/Other Restatements	9793/9795	\$	-				
ENDING FUND BALANCE		\$	51,592,701	\$	47,412,598	\$	38,134,380
COMPONENTS OF ENDING FUND BALANC	E:		4.5			. 46 h	
Nonspendable	9711-9719	\$	1,112,282	\$	1,112,282	\$	1,112,282
Restricted	9740	\$	16,235,995	\$	16,235,995	\$	16,235,995
Committed	9750-9760	\$	1,037,925	\$	1,037,925	\$	1,037,925
Assigned	9780	\$	-	\$	•	\$	•
Reserve for Economic Uncertainties	9789	\$	15,828,447	\$	15,766,056	\$	16,466,900
Unassigned/Unappropriated Amount	9790	\$	17,378,052	\$	13,260,340	\$	3,281,278

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Downey Unified School District Downey Education Association (DEA)

## I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

#### 1. State Reserve Standard

			2021-22	2022-23	2023-24
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	324,273,791	\$ 316,331,706	\$ 327,540,921
b.	Less: Special Education Pass-Through Funds	\$		\$	\$
c.	c. Net Expenditures, Transfers Out, and Uses		324,273,791	\$ 316,331,706	\$ 327,540,921
d.	State Standard Minimum Reserve Percentage for this District Enter percentage		5.00%	5.00%	5.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$	16,213,690	\$ 15,816,585	\$ 16,377,046

## 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	General Fund Budgeted Unrestricted			
a.	Designated for Economic Uncertainties (9789)	\$ 15,828,447	\$ 15,766,056	\$ 16,466,900
	General Fund Budgeted Unrestricted			
b.	Unassigned/Unappropriated Amount (9790)	\$ 17,378,052	\$ 13,260,340	\$ 3,281,278
	Special Reserve Fund (Fund 17) Budgeted			
c.	Designated for Economic Uncertainties (9789)	\$	\$ -	\$ <u>-</u>
	Special Reserve Fund (Fund 17) Budgeted			
d.	Unassigned/Unappropriated Amount (9790)	\$ -	\$	\$ 
е.	Total Available Reserves	\$ 33,206,499	\$ 29,026,396	\$ 19,748,178
f.	Reserve for Economic Uncertainties Percentage	10.24%	9.18%	6.03%

~	-			1			
4	110	unrestricted	reserves	meet the	state minim	iiim recerve	∘amount'⁄

reserve amount?				
2021-22	Yes	X	No [	
2022-23	Yes	X	No	
2023-24	Yes	X	No	

4. If no, how do you plan to restore your reserves?

N/A.		

Downey Unified School District Downey Education Association (DEA)

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 5,524,175
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (5,440,925)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (83,250)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (5,524,175)

Variance \$ -

#### Variance Explanation:

N/A.

#### 6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

	Surplus/		
General Fund Combined	(Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	\$ (1,264,061)	(0.4%)	Budgeted Student Enrollment Decline
Current FY Surplus/(Deficit) after settlement(s)?	\$ (7,409,833)	(2.3%)	Salary and Benefits Increase
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (4,180,103)	(1.3%)	Salary and Benefits Increase
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (9,278,218)	(2.8%)	Salary and Benefits Increase

#### Deficit Reduction Plan (as necessary):

The District is planning on implementing various one-time expenditure reductions and transfers from different sources, in an approximate amount of \$7 million to cover the cost of the salary increase for all units.

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	\$ (8,000,000)	One time expenditure transfers and expenditure adjustments
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

# J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Downey Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from August 1, 2021 to June 30, 2022.

#### **Board Actions**

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

#### Current Year

Budget Adjustment Categories:		se/(Decrease)
Revenues/Other Financing Sources	\$	-
Expenditures/Other Financing Uses	\$	6,273,701
Ending Balance(s) Increase/(Decrease)	\$	(6,273,701)
Subsequent Years		
Budget Adjustment Categories:	•	et Adjustment se/(Decrease)
Revenues/Other Financing Sources	\$	
Expenditures/Other Financing Uses	\$	
Ending Balance(s) Increase/(Decrease)	\$	_

#### **Budget Revisions**

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

#### **Assumptions**

See attached page for a list of the assumptions upon which this certification is based.

Certifications	
I hereby certify I am unable to certify	
M. M.	10/20/21
District Syperintendent	Date
(Signature)	
I hereby certify I am unable to certify	
Constina Chapper	10/20/21

Chief Business Official
(Signature)

**Special Note:** The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Date

Rudget Adjustment

Downey Unified School District Downey Education Association (DEA)

Assumptions and Explanations (enter or attach documentation)

Same assumptions as hudget adoption on June 15, 2021, plus the 45 day hudget revisions approved
Same assumptions as budget adoption on June 15, 2021, plus the 45-day budget revisions approved
by the Board of Education at the August 3, 2021 meeting.
As previously stated the District has or is in the process of identifying expenditure reductions/transfers or shifts from other so
in the amount of \$7 million for current year followed by another \$8 million in required reductions for 2022-23.
Concerns regarding affordability of agreement in subsequent years (if any):
N/A.

## **K. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financis submitted to the Governing Board for public disclosure of the in the "Public Disclosure of Proposed Collective Bargaining Agree AB 1200 and Government Code Sections 3540.2(a) and 3547.5.	najor provisions of the agreement (as provided			
Downey Unified School District  District Name				
District Name  District Superintendent (Signature)	10/20/21 Date			
Christina Aragon	(562) 469-6520			
Contact Person	Phone			
After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on November 2, 2021, took action to approve the proposed agreement with the DEA Bargaining Unit.				
President (or Clerk), Governing Board (Signature)	Date			
<b>Special Note:</b> The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.				



V. 2. APPROVE a 4.07% salary increase for certificated and classified management, confidential employees, Superintendent, Associate Superintendent, Assistant Superintendents and Board of Education, effective July 1, 2021; and REVISE Management Administrative Regulation 4141, 4141.1, 4141.2 and Administrative Regulation 5241 for the 2021-22 school year.

**Supporting Documents** 



scan1337

# Downey Unified School District CERTIFICATED HUMAN RESOURCES

SALARY SCHEDULE MAR 4141

Credit for placement upon the administrators' salary schedule is based upon an assessment of teaching and administrative experience. District employees receiving promotions will be positioned upon the appropriate salary step which will allow for a per diem rate not less than the amount they would have received had they continued in their former position. Longevity increments shall not be included in computing per diem rates.

## Administrative and Program Specialist Salary Schedule

Range	Position	Work Days
100	Program Specialist	195
101	Elementary School Vice Principal	195
102	Middle School Vice Principal	201
104	High School Vice Principal	210
104	Continuation High School Assistant Principal	210
105	Program Administrator	215
105	Adult School Vice Principal	215
106	Adult School Assistant Principal	220
106	High School Associate Principal	220
107	Coordinator II – Early Education/Extended Programs	210
107	High School Assistant Principal	210
107	Elementary School Principal	210
108	Continuation High School Principal	210
108	Middle School Principal	210
109	Adult School Principal	223
109	Assistant Director	223
110	Director	223
110	Director/Principal	223
111	High School Principal	223
112	Administrator	223
114	Senior Director	223

# Downey Unified School District CERTIFICATED HUMAN RESOURCES

# SALARY SCHEDULE MAR 4141

#### 2021-22 ADMINISTRATORS AND PROGRAM SPECIALISTS (Effective July 1, 2021) CONTRACT A(001) C(003) D(004) F(005)RANGE DAYS POSITION B(002) \$114.772 \$117,112 \$108.022 \$110,228 \$112,477 100 195 Program Specialist (\$600.57)(\$553.96)(\$565.27)(\$576.81)(\$588.57)101 195 Elementary \$118,086 \$120,447 \$122,856 \$125,314 \$127,820 (\$642.64)(\$655.49)Vice Principal (\$605.57)(\$617.68)(\$630.03)Middle School \$128,111 \$130.673 \$133,287 201 \$123,137 \$125,600 102 Vice Principal (\$624.88)(\$637.37)(\$650.11)(\$663.12)(\$612.62)\$134,945 \$137,645 \$140,397 H.S. Vice Prin. / \$129,707 \$132,298 104 210 Cont. H.S. Asst. (\$617.65)(\$629.99)(\$642.60)(\$655.45)(\$668.56)Principal \$141.137 \$143,960 \$132,996 \$135,656 \$138.370 215 Program Admin. / 105 (\$656.45)(\$669.58)Adult Vice Prin. (\$618.59)(\$630.96)(\$643.58)\$151.089 \$142,375 \$145,222 \$148.126 Adult School \$139,583 106 220 (\$686.77)(\$647.16)(\$660.10)(\$673.30)Asst. Principal (\$634.47)107 210 Coordinator II -\$139,399 \$147,931 \$136,666 \$142,187 \$145,031 Early Ed. / H.S. (\$650.79)(\$663.80)(\$677.08)(\$690.62)(\$704.43)Asst. Prin, / Elem. Principal \$147,549 \$150,502 \$144,658 \$141,821 108 210 M.S./Cont. \$139,040 (\$716.68)(\$688.85)(\$702.61)(\$675.34)Principal (\$662.10)\$162,349 \$152.984 \$156.044 \$159,165 109 223 Adult Principal / \$149,985 (\$699.75)(\$713.74)(\$728.02)Asst. Director (\$672.58)(\$686.03)\$166,641 \$160,169 \$163.373 223 Director \$153,951 \$157,028 110 (\$747.27)(\$718.25)(\$732.61)(\$704.16)Director/Principal (\$690.36)\$169,245 \$159.484 \$162,672 \$165,927 H.S. Principal \$156,357 111 223 (\$758.95)(\$701.15)(\$715.17)(\$729.47)(\$744.07)\$154,010 \$157,087 \$148.027 \$150.987 \$145.126 Administrator 112 223 (\$704.43)(\$690.63)(\$650.79)(\$663.80)(\$677.07)\$174,967 \$171,535 \$164,875 \$168,172 Senior Director \$161,642 114 223

(\$739.35)

(\$754.13)

(\$769.22)

Doctorate: \$2,849

Longevity:

After the 18th Year of Service - \$900 After the 23rd Year of Service - \$1,800 After the 28th Year of Service - \$2,700

Approved: 12/15/09, 2/16/10, 7/26/11, 6/25/13, 5/6/14, 6/3/14, 6/24/14, 4/21/15, 6/23/15, 7/15/15, 4/19/16, 7/12/16, 10/10/17, 10/16/18, 10/8/19, 12/10/19

(\$724.85)

(\$784.61)

# Downey Unified School District CERTIFICATED HUMAN RESOURCES

# MAR 4141.1 SALARY SCHEDULE ~ S (SELPA) 2021-22

(Effective July 1, 2021)

<u>RANGE</u>	CONTRACT DAYS	POSITION	A (001)	B (002)	C (003)	D (004)	E (005)
115	223	Director	\$153,951	\$157,028	\$160,169	\$163,373	\$166,641
			(\$690.36)	(\$704.16)	(\$718.25)	(\$732.61)	(\$747.27)
116	222	Program Specialist	\$120,797	\$123,188	\$125,701	\$128,266	\$130,885
			(\$544.13)	(\$554.90)	(\$566.22)	(\$577.77)	(\$589.57)

Doctorate: \$2,849

Longevity:

After the 18th Year of Service with DUSD - \$900

After the 23rd Year of Service with DUSD - \$1,800

After the 28th Year of Service with DUSD - \$2,700

BOARD APPROVED: 12/10/2019

# Downey Unified School District CERTIFICATED HUMAN RESOURCES

# MAR 4141.2 SALARY SCHEDULE ~ S (DHH) 2021-22 (Effective July 1, 2021)

RANGE	CONTRACT DAYS	POSITION	A(001)	B(002)	<u>C(003)</u>	D(004)	E(005)
117	202	Audiologist	\$110,930	\$113,194	\$115,503	\$117,860	\$120,266
			(\$549.16)	(\$560.37)	(\$571.80)	(\$583.47)	(\$595.38)
118	219	Principal	\$129,121	\$131,756	\$134,445	\$137,188	\$139,989
			(\$589.59)	(\$601.63)	(\$613.90)	(\$626.43)	(\$639.22)
119	219	Asst. Principal	\$111,084	\$113,306	\$115,572	\$117,883	\$120,241
			(\$507.23)	(\$517.38)	(\$527.73)	(\$538.28)	(\$549.05)

Doctorate: \$2,849

Longevity:

After the 18th Year of Service with DUSD - \$900

After the 23rd Year of Service with DUSD - \$1,800

After the 28th Year of Service with DUSD - \$2,700

BOARD APPROVED: 12/10/2019

# Downey Unified School District CLASSIFIED PERSONNEL

Effective: July 1, 2021

CLASSIFIED MANAGEMENT SALARY SCHEDULE						A	R 5241
			Month	nly Salary Ste	eps		
CLASSIFICATION	RANGE	1	2	3	4	<u>5</u>	<u>10</u>
Assistant Director, Budget & Finance	129	8,252	8,671	9,100	9,564	10,042	10,544
Assistant Director, Food Services	129	8,252	8,671	9,100	9,564	10,042	10,544
Assistant Director, Technology & Information Systems	133	9,100	9,564	10,042	10,539	11,063	11,616
Assistant to Superintendent/Board of Education	118	6,305	6,624	6,951	7,304	7,669	8,052
Assistant to Superintendent/Board of Education w/Shorthand	318	6,620	6,957	7,298	7,669	8,054	8,457
Chief Technology Officer	140	10,795	11,330	11,899	12,493	13,120	13,776
Custodial Services Coordinator	117	6,156	6,466	6,787	7,137	7,488	7,862
Data Base Administrator	127	7,859	8,252	8,671	9,100	9,564	10,042
Director, Classified Human Resources	141	11,063	11,621	12,201	12,810	13,455	14,128
Director, Facilities Planning & Development	140	10,795	11,330	11,899	12,493	13,120	13,776
Director, Food Services	140	10,795	11,330	11,899	12,493	13,120	13,776
Director, M.O.T. Services	140	10,795	11,330	11,899	12,493	13,120	13,776
Director, Purchasing & Warehouse	140	10,795	11,330	11,899	12,493	13,120	13,776
Director, Technology & Information Systems	139	10,539	11,063	11,621	12,201	12,810	13,451
Facilities Construction Coordinator	120	6,624	6,951	7,304	7,669	8,054	8,457
Facilities Construction Manager	126	7,669	8,054	8,450	8,875	9,328	9,794
Facilities Program Manager	133	9,100	9,564	10,042	10,539	11,063	11,616
Facilities Systems Coordinator	120	6,624	6,951	7,304	7,669	8,054	8,457
Financial Operations Analyst	121	6,787	7,137	7,488	7,859	8,252	8,664
Food Service Operations Coordinator	118	6,305	6,624	6,951	7,304	7,669	8,052
Food Service Supervisor I	97	3,748	3,941	4,149	4,364	4,593	4,823
Food Service Supervisor II	101	4,149	4,364	4,593	4,826	5,064	5,317
Food Service Supervisor III	104	4,474	4,703	4,942	5,195	5,451	5,724
Food Service Supervisor/Operations Specialist	112	5,451	5,720	6,010	6,305	6,624	6,955
Information Technologies Manager	133	9,100	9,564	10,042	10,539	11,063	11,616
Maintenance Supervisor	122	6,951	7,304	7,669	8,054	8,450	8,873
Network Administrator	129	8,252	8,671	9,100	9,564	10,042	10,544
Nutrition Operations Manager	119	6,466	6,787	7,137	7,488	7,859	8,252
Occupational Therapist	126	7,669	8,054	8,450	8,875	9,328	9,794
Operations Supervisor	122	6,951	7,304	7,669	8,054	8,450	8,873
Personnel Analyst	121	6,787	7,137	7,488	7,859	8,252	8,664
Physical Therapist	126	7,669	8,054	8,450	8,875	9,328	9,794
Programmer Analyst	127	7,859	8,252	8,671	9,100	9,564	10,042
Public Information Officer	126	7,669	8,054	8,450	8,875	9,328	9,794
Public Relations Coordinator	105	4,593	4,826	5,064	5,320	5,585	5,864
Sr. Director, Budget & Finance	145	12,201	12,810	13,455	14,122	14,835	15,577
Sr. Director, Facilities Planning & Development	143	11,621	12,201	12,810	13,455	14,122	14,828
Student Information Systems Manager	129	8,252	8,671	9,100	9,564	10,042	10,544
Transportation Services Supervisor	122	6,951	7,304	7,669	8,054	8,450	8,873
True Lasting Connections Resource Ctr. Coord.	117	6,156	6,466	6,787	7,137	7,488	7,862
Warehouse Supervisor	112	5,451	5,720	6,010	6,305	6,624	6,955
CLASSIFIED CONFIDENTIAL SALARY SCHEDULE							
Administrative Secretary	195	5,237	5,493	5,769	6,056	6,352	6,670
Administrative Secretary - Bilingual Bi-Literate	395	5,496	5,767	6,057	6,359	6,670	7,004
Communication Center Assistant	155	4,313	4,521	4,749	4,982	5,237	5,499
Senior Accounting Technician	185	4,982	5,237	5,493	5,769	6,056	6,359
Senior Secretary	175	4,749	4,982	5,237	5,493	5,769	6,057
Senior Secretary - Bilingual Bi-Literate	375	4,986	5,232	5,496	5,769	6,056	6,359

\$80/mo. longevity @ 10 years; \$150/mo. longevity @ 15 years; \$200/mo. longevity @ 20 years; \$250/mo. longevity @ 25 years

# Downey Unified School District CERTIFICATED PERSONNEL

# SUPERINTENDENT

Effective Date: July 1, 2021

		Annua	I Salary Step	<u>)s</u>	
CLASSIFICATION	1	2	3	<u>4</u>	<u>5</u>
Superintendent	252,915	265,561	278,839	292,781	307,421

# Downey Unified School District CLASSIFIED PERSONNEL

# ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

Effective Date: July 1, 2021

		Annu	ual Salary Ste	ps	
CLASSIFICATION	1	2	<u>3</u>	4	<u>5</u>
Associate Superintendent, Business Services	205,363	208,591	220,862	233,131	245,402

Doctorate

# Downey Unified School District CERTIFICATED PERSONNEL

#### CERTIFICATED ASSISTANT SUPERINTENDENTS

Effective Date: July 1, 2021

		Annı	ual Salary Ste	<u>ps</u>	
CLASSIFICATION  Assistant Superintendent 2	1	2	3	4	<u>5</u>
Assistant Superintendent	205,363	208,591	220,862	233,131	245,402

Doctorate \$ 2,849

## Downey Unified School District HUMAN RESOURCES

#### **ELECTED OFFICIALS**

Effective Date: July 1, 2021

# CLASSIFICATION

Board of Education Members (per month) \$ 578.00

Personnel Commissioners (per meeting) \$ 50.00



V. 3. APPROVE the Reopener Agreement and corresponding AB 1200 certification including a 4.07% salary increase for the 2021-22 school year with additional language changes that will be added to the salary schedule rates, between the California School Employees Association and its Downey Chapter 746 and Downey Unified School District dated October 15, 2021; and REVISE Administrative Regulation 5241.2 for the 2021-22 school year contingent upon LACOE AB 1200 approval.

#### **Supporting Documents**



Scanned from Finance Xerox-C8055

# Downey Unified School District Board of Education Reopener Agreement With California School Employees Association And it's Downey Chapter #746 (CSEA Unit 2)

#### October 15, 2021

\*The District and CSEA and its Downey Chapter #746 agree to maintain the previous contract in full with the changes as listed below:

**ARTICLE X - UNIFORMS AND TOOLS** 

•••

#### **CHANGE TO READ:**

Effective November 3, 2021, ‡the District shall reimburse each employee through a voucher of up to \$120 \$150 each fiscal year for the purchase of ANSI-approved safety protective footwear with approved District vendors or by a vendor mutually agreed upon with employee and the immediate supervisor or designee. The cost of any upgrades will be borne by the employee. All Unit II employees shall wear the ANSI-approved safety protective footwear at all times. The cost of purposely damaged or lost equipment or shoes shall be paid by the employee. Shoes prematurely worn due to normal wear and tear within one fiscal year by the employee will be replaced by the District, on a one-for-one basis, when deemed necessary by the District.

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#### ARTICLE XI - HOURS AND OVERTIME

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#### **CHANGE TO READ:**

#### **Equipment and Landscape Crew**

- The equipment crew shall continue to work a ten (10) hours-per-day, four (4) days-per-week work schedule. The landscape crew shall work an eight (8) hours-per-day, five (5) days-per-week work schedule. These work weeks shall be considered as regular permanent schedules.
- 2. Employees working in the equipment and landscape crew may request to transfer from their current work week and crew, to the other work week and crew. Transfer requests may be submitted each year no later than June 1<sup>st</sup> to be effective July 1<sup>st</sup> or as agreed upon by the employees involved. In the event transfer requests cannot be granted on a volunteer basis, employees' transfer requests shall be granted based on seniority. The employee requesting the transfer shall be entitled to bump a less senior employee (working a different crew/work week) within the employee's classification.

3.2. The District agrees to meet annually and consult concerning a holiday schedule upon adoption of a new District calendar for the equipment crew working a ten (10) hour, four (4) day work week.

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#### ARTICLE XXXV - HEALTH AND WELFARE

•••

#### ADD TO READ:

The District shall continue to funding the health and welfare benefits of all benefit eligible

Bargaining Unit Members hired through the June 30, 2022, as described in this Article and shall not require the Bargaining Unit Member to exceed 10% maximum contribution for all plans which include medical, vision and dental. Effective July 1, 2022, the District shall fund the health and welfare benefits of all newly hired benefit eligible Bargaining Unit Members as described in this Article and shall not require the Bargaining Unit Member to exceed a 20% maximum contribution for all plans, which include medical, vision and dental. The District and Unit agree to cooperatively continue to work with the Employee Benefits Committee to contain health benefits costs. The eligible employee will continue to be responsible for any co-pays and/or deductibles for office visits, prescriptions, or other services specified by the plan for the applicable group medical, dental, and vision plans selected by the employee annually. This does not preclude negotiations on other elements of this article.

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#### ARTICLE XXXVI - SALARY

#### **CHANGE TO READ:**

The current Unit II salary schedule (2019-20) shall reflect a 1.75% salary increase effective July 1, 2019. The current salary schedules for CSEA Chapter 746 shall reflect a 4.07% salary increase effective July 1, 2021.

#### Longevity

Beginning with the tenth (10th) year of service with the Downey Unified School District, all employees shall receive an additional \$170 \$180 per month. Beginning with the fifteenth (15th) year, the amount shall be raised to \$200 \$210 per month. Beginning with the twentieth (20th) year, the amount shall be raised to \$240 \$250 per month. Beginning with the twenty-fifty (25<sup>th</sup>) year, the amount shall be raised to \$270 \$280 per month. For purposes of this Section, longevity shall be calculated from the initial date of hire, excluding unpaid leave of absences and breaks in service.

...

Agreed Upon October 15, 2021

For Unit II:

John Torres

President

CSEA, Chapter 746

For CSEA:

April Vidrio

Labor Representative

**CSEA** 

For the District:

Alyda R. Mir

Assistant Superintendent, Certificated Human Resources

# Los Angeles County Office of Education **Business Advisory Services**

# PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: **Downey Unified School District** Name of Bargaining Unit: **CSEA Unit II** Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2021 and ending: June 30, 2022 (date) (date)

The Governing Board will act upon this agreement on: November 2, 2021

(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation			Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)										
	All Funds - Combined	1	al Cost Prior to		Year 1	Year 2	Year 3							
		Propo	osed Settlement	Inc	crease/(Decrease)	Increase/(Decrease)	Increase/(Decrease)							
L					2021-22	2022-23	2023-24							
1.	Salary Schedule Including Step and Column	\$	9,673,900	\$	393,728	\$ -	\$ -							
					4.07%	0.00%	0.00%							
2.	Other Compensation			i de la composição de l										
	Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.													
	Description of Other Compensation													
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$	3,238,800	\$	131,820	\$ -	\$ -							
					4.07%	0.00%	0.00%							
4.	Health/Welfare Plans													
5.	Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$	12,912,700	\$	525,548	\$ -	\$ -							
					4.07%	0.00%	0.00%							
6.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)		169.00											
7.	Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$	76,407	\$	3,110	\$ -	\$ -							
L					4.07%	0.00%	0.00%							

# Downey Unified School District CSEA Unit II

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

	The current salary schedules (2021-22) for CSEA Chapter 746 shall reflect a 4.07% salary increase effective July 1, 2021. In addition, all longevity stipends were increased by \$10 per month.
	9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)
	No.
	10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)
	N/A.
	11. Does this bargaining unit have a negotiated cap for Health and Welfare Yes No X benefits?  If yes, please describe the cap amount.
	N/A.
В.	Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)
	Please see attached Tentative Agreement.
C.	What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)
	Please see attached Tentative Agreement.

# Public Disclosure of Proposed Collective Bargaining Agreement

Downey Unified School District CSEA Unit II

D	What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?
	None.
E.	Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.
	None.
F.	Source of Funding for Proposed Agreement:  1. Current Year
	For the year 2021-22, LCFF General Fund Revenues and Adult Ed funding. In addition, the District is planning on implementing various one-time expenditure reductions and transfers from different sources, in an approximate amount of \$7 million to cover the costs of the salary increase for all units.
	2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?
	For subsequent years, the District is planning on implementing various one-time expenditure reductions and transfers from different sources, in an approximate amount of \$8 million to cover the costs of the salary increase for all units.
	3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)
	N/A.

# G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### **Unrestricted General Fund**

Barga	aining Unit:				CSEA	Un	it II							
			Column 1		Column 2		Column 3		Column 4					
	Object Code	В	Latest Board- pproved Budget efore Settlement As of August 3, 2021)	Re	Adjustments as a sult of Settlement (compensation)	(ag	Other Revisions greement support nd/or other unit agreement) to plain on Page 4i	((	Total Revised Budget Columns 1+2+3)					
REVENUES	object Code			123.			A Table 4	Telesia						
LCFF Revenue	8010-8099	\$	241,097,178			\$		\$	241,097,178					
Federal Revenue	8100-8299	\$	•		A. A	\$	•	\$	•					
Other State Revenue	8300-8599	\$	4,567,830		No.	\$		\$	4,567,830					
Other Local Revenue	8600-8799	\$	3,092.073	200		\$	-	\$	3,092,073					
TOTAL REVENUES		\$	248,757,081			\$	-	\$	248,757,081					
EXPENDITURES	··	1												
Certificated Salaries	1000-1999	\$	103,230,713			\$	4,817,249	\$	108,047,962					
Classified Salaries	2000-2999	\$	20,184,031	\$	264,480	\$	132,796	\$	20,581,307					
Employee Benefits	3000-3999	\$	51,636,074	\$	88,548	\$	1,066,209	\$	52,790,831					
Books and Supplies	4000-4999	\$	11,474,082	149		\$	(2,500,000)	\$	8,974,082					
Services and Other Operating Expenditures	5000-5999	\$	15,066,311			\$	(4,000,000)	\$	11,066,311					
Capital Outlay	6000-6999	\$	483,193			\$		\$	483,193					
, , , ,	7100-7299 7400-7499	\$	166,723	7,17		\$	• • • • • • • • • • • • • • • • • • •	\$	166,723					
Transfers of Indirect Costs	7300-7399	\$	(762,865)			\$	-	\$	(762,865					
TOTAL EXPENDITURES		\$	201,478,262	\$	353,028	\$	(483,746)	\$	201,347,544					
OTHER FINANCING SOURCES/USES		10.00	Carlo					70.54						
Transfers In and Other Sources	8900-8979	\$	•	\$		\$	•	\$	-					
Transfers Out and Other Uses	7600-7699	\$	2,075,000	\$		\$	(500,000)	\$	1,575,000					
Contributions	8980-8999	\$	(46,574,557)	\$	-	\$	-	\$	(46,574,557					
OPERATING SURPLUS (DEFICIT)*		\$	(1,370,738)	\$	(353,028)	\$	983,746	\$	(740,020					
		3			Table des		1.145							
BEGINNING FUND BALANCE	9791	\$	36,096,726			6 m		\$	36,096,726					
Audit Adjustments/Other Restatements	9793/9795	\$				H T		\$	-					
ENDING FUND BALANCE		\$	34,725,988	\$	(353,028)	\$	983,746	\$	35,356,706					
COMPONENTS OF ENDING FUND BALANC	E:				4 - 1	30		11.00						
Nonspendable	9711-9719	\$	1,112,282	\$		\$	-	\$	1,112,282					
Restricted	9740		er manager of											
Committed	9750-9760	\$	1,037,925	\$		\$		\$	1,037,925					
Assigned	9780	\$	•	\$	-	\$	-	\$	-					
Reserve for Economic Uncertainties	9789	\$	15,828,447	\$	-	\$	-	\$	15,828,447					
Unassigned/Unappropriated Amount	9790	\$	16,747,334	\$	(353,028)	\$	983,746	\$	17,378,052					

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Restricted General Fund CSEA Unit II

Bargaining Unit:

First Control of the	gaming Omt.				COLA				
			Column 1 Latest Board-		Column 2		Column 3		Column 4
	Object Cod			Resu	justments as a lit of Settlement ompensation)	(ag ar	ether Revisions reement support nd/or other unit agreement) plain on Page 4i		Total Revised Budget Columns 1+2+3)
REVENUES	Object Code	100	2021)		A PER TON TO THE PER	1000		100	
LCFF Revenue	8010-8099	\$		0.40		\$	- 1,194	\$	-
Federal Revenue	8100-8299	\$	23,348,691			\$		\$	23,348,691
Other State Revenue	8300-8599	\$	33,960,922	W 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		\$	•	\$	33,960,922
Other Local Revenue	8600-8799	\$	10,797,264			\$	-	\$	10,797,264
TOTAL REVENUES		\$	68,106,877			\$	-	\$	68,106,877
EXPENDITURES				1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	1	140		1774	
Certificated Salaries	1000-1999	\$	29,211,919		ON THE OWNER WAS	\$	77,612	\$	29,289,531
Classified Salaries	2000-2999	\$	22,527,537	\$	123,069	\$	13,973	\$	22,664,579
Employee Benefits	3000-3999	\$	43,383,305	\$	41,203	\$	20,633	\$	43,445,141
Books and Supplies	4000-4999	\$	5,822,039			\$	2,500,000	\$	8,322,039
Services and Other Operating Expenditures	5000-5999	\$	10,167,862	- disease		\$		\$	10,167,862
Capital Outlay	6000-6999	\$	15,000			\$	4,000,000	\$	4,015,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	1,735,000			\$		\$	1,735,000
Transfers of Indirect Costs	7300-7399	\$	208,008			\$		\$	208,008
TOTAL EXPENDITURES		\$	113,070,670	\$	164,272	\$	6,612,218	\$	119,847,160
OTHER FINANCING SOURCES/USES								15/2	
Transfers In and Other Sources	8900-8979	\$	-	\$		\$		\$	•
Transfers Out and Other Uses	7600-7699	\$	1,504,087	\$	<u> </u>	\$		\$	1,504,087
Contributions	8980-8999	\$	46,574,557	\$	•	\$	-	\$	46,574,557
OPERATING SURPLUS (DEFICIT)*		\$	106,677	\$	(164,272)	\$	(6,612,218)	\$	(6,669,813)
		***	9 W W 9 W					可加	
BEGINNING FUND BALANCE	9791	\$	22,905,808	201	The second			\$	22,905,808
Audit Adjustments/Other Restatements	9793/9795	\$	-					\$	-
ENDING FUND BALANCE		\$	23,012,485	\$	(164,272)	\$	(6,612,218)	\$	16,235,995
COMPONENTS OF ENDING FUND BALAN	ICE:				The second	1	1 - 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	100	
Nonspendable	9711-9719	\$	•	\$	•	\$	-	\$	
Restricted	9740	\$	23,012,485	\$	(164,272)	\$	(6,612,218)	\$	16,235,995
Committed	9750-9760			200				1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
Assigned Amounts	9780		4/18/14			3			
Reserve for Economic Uncertainties	9789			\$		\$	•	\$	-
Unassigned/Unappropriated Amount	9790	\$	-	\$	-	\$	•	\$	-

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### **Combined General Fund**

Bargaining Unit:

CSEA Unit II

rgaining Unit:	CSEA					: 11			
		Column 1		Column 2		Column 3		Column 4	
Object Code	Ap Be:	proved Budget fore Settlement	Resu	alt of Settlement	(agr an	eement support d/or other unit agreement)		Total Revised Budget Columns 1+2+3)	
					150				
8010-8099	\$	241,097,178			\$	-	\$	241,097,178	
8100-8299	\$	23,348,691		i Tan	\$	-	\$	23,348,691	
8300-8599	\$	38,528,752			\$	•	\$	38,528,752	
8600-8799	\$	13,889,337			\$	-	\$	13,889,337	
	\$	316,863,958	12.61	ARL STREET, STREET, ST. S.	\$	•	\$	316,863,958	
	3		9		57		38		
1000-1999	\$	132,442,632	\$	-	\$	4,894,861	\$	137,337,493	
2000-2999	\$	42,711,568	\$	387,549	\$	146,769	\$	43,245,886	
3000-3999	\$	95,019,379	\$	129,751	\$	1,086,842	\$	96,235,972	
4000-4999	\$	17,296,121	7,14		\$	-	\$	17,296,121	
5000-5999	\$	25,234,173			\$	(4,000,000)	\$	21,234,173	
6000-6999	\$	498,193			\$	4,000,000	\$	4,498,193	
7100-7299 7400-7499	\$	1,901,723			\$	-	\$	1,901,723	
7300-7399	\$	(554,857)			\$	-	\$	(554,857)	
	\$	314,548,932	\$	517,300	\$	6,128,472	\$	321,194,704	
							表外		
8900-8979	\$	-	\$	-	\$	-	\$	•	
7600-7699	\$	3,579,087	\$	-	\$	(500,000)	\$	3,079,087	
8980-8999	\$	-	\$	-	\$	-	\$	•	
-	\$	(1,264,061)	\$	(517,300)	\$	(5,628,472)	\$	(7,409,833)	
	\$000 c								
	L	59,002,534					\$	59,002,534	
9793/9795	\$	-			A STATE		\$	•	
	\$	57,738,473	\$	(517,300)	\$	(5,628,472)	\$	51,592,701	
					40	Jan Hall			
9711-9719	\$	1,112,282	\$	-	\$	-	\$	1,112,282	
9740	\$	23,012,485	\$	(164,272)	\$	(6,612,218)	\$	16,235,995	
9750-9760	\$	1,037,925	\$	-	\$	<u> </u>	\$	1,037,925	
9780	\$	-	\$	-	\$	-	\$	•	
9789	\$	15,828,447	\$	-	\$	-	\$	15,828,447	
7707	-	,							
	Object Code 8010-8099 8100-8299 8300-8599 8600-8799 1000-1999 2000-2999 3000-3999 4000-4999 7100-7299 7400-7499 7300-7399 8900-8979 7600-7699 8980-8999 9791 9793/9795 9711-9719 9740 9750-9760 9780	Object Code  8010-8099 \$ 8100-8299 \$ 8300-8599 \$ 8600-8799 \$ 2000-2999 \$ 3000-3999 \$ 4000-4999 \$ 5000-5999 \$ 7100-7299 \$ 7400-7499 \$ 7300-7399 \$ \$ 8900-8979 \$ \$ 8980-8979 \$ \$ 9791 \$ 9793/9795 \$ \$ 9711-9719 \$ 9740 \$ 9750-9760 \$	Column 1   Latest Board-Approved Budget Before Settlement (As of August 3, 2021)	Column 1           Latest Board-Approved Budget Before Settlement (As of August 3. 2021)         Add Rest (Color of August 3. 2021)           8010-8099         \$ 241,097,178           8100-8299         \$ 23,348,691           8300-8599         \$ 38,528,752           8600-8799         \$ 13,889,337           \$ 316,863,958           1000-1999         \$ 132,442,632           \$ 2000-2999         \$ 42,711,568           \$ 3000-3999         \$ 95,019,379           \$ 4000-4999         \$ 17,296,121           \$ 5000-5999         \$ 25,234,173           \$ 6000-6999         \$ 498,193           7100-7299         \$ 1,901,723           7400-7499         \$ 1,901,723           7500-7399         \$ (554,857)           \$ 314,548,932         \$           8900-8979         \$ -           \$ (1,264,061)         \$           9791         \$ 59,002,534           9793/9795         \$ -           \$ 57,738,473         \$           9740         \$ 23,012,485           9750-9760         \$ 1,037,925           9780         \$ -           \$ 9780         \$ -	Column 1	Column 1	Column 1	Column 1	

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### Fund 11 - Adult Education Fund

Bargaining Unit:

CSEA Unit II

Bargaining Un	iit:		CSEA	Unit II				
	$\neg$	Column 1	Column 2	Column 3	Column 4			
Object Cod	Object Code		Latest I Approved Before Se (As of A 202		Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)	
REVENUES					1 × 1 × 1 × 1 × 1 × 1 × 1 × 1 × 1 × 1 ×			
Federal Revenue 8100-829	99	\$ 2,449,143		\$ -	\$ 2,449,1			
Other State Revenue 8300-859	9	\$ 1,877,912		\$ -	\$ 1,877,9			
Other Local Revenue 8600-879	9	\$ 3,796,619		\$ -	\$ 3,796,6			
TOTAL REVENUES		\$ 8,123,674	Land Co. L. Service of The Landson	\$ -	\$ 8,123,6			
EXPENDITURES	$\forall$			All the second of the second	21			
Certificated Salaries 1000-199	99	\$ 2,444,464		\$ 83,354	\$ 2,527,8			
Classified Salaries 2000-299	9	\$ 1,207,630	\$ -	\$ -	\$ 1,207,6			
Employee Benefits 3000-399	9	\$ 1,747,513		\$ 17.674	\$ 1,765,1			
Books and Supplies 4000-499	9	\$ 310,712		\$ -	\$ 310,7			
Services and Other Operating Expenditures 5000-599	9	\$ 2,526,705		\$ -	\$ 2,526,70			
Capital Outlay 6000-699	9	\$ -		\$ -	\$			
Other Outgo (excluding Indirect Costs) 7100-729 7400-749		\$ -	18 Y	\$ -	\$			
Transfers of Indirect Costs 7300-739	9	\$ 195,469		\$ -	\$ 195,40			
TOTAL EXPENDITURES	1	\$ 8,432,493	\$ -	\$ 101,028	\$ 8,533,53			
OTHER FINANCING SOURCES/USES	7	The second		1000000	2000年			
Transfers In and Other Sources 8900-897	79	\$ 500,000	\$ -	\$ -	\$ 500,00			
Transfers Out and Other Uses 7600-769	9	\$ -	\$ -	\$ -	\$			
OPERATING SURPLUS (DEFICIT)*		\$ 191,181	\$ -	\$ (101,028)	\$ 90,1:			
A SECTION OF THE PROPERTY OF T	9							
BEGINNING FUND BALANCE 9791		\$ 6,055,491			\$ 6,055,49			
Audit Adjustments/Other Restatements 9793/979	)5	\$ -	and the second of the second o		\$			
ENDING FUND BALANCE		\$ 6,246,672	\$ -	\$ (101,028)	\$ 6,145,64			
COMPONENTS OF ENDING FUND BALANCE:		\$			6133430			
Nonspendable 9711-971	9	\$ -	\$ -	\$ -	\$			
Restricted 9740		\$ 955,740	\$ -	\$ -	\$ 955,74			
Committed 9750-976	50	\$ -	\$ -	\$ -	\$			
Assigned 9780		\$ -	\$ -	\$ -	\$			
Reserve for Economic Uncertainties 9789		\$ 5,290,932	\$ -	\$ (101,028)	\$ 5,189,90			
Unassigned/Unappropriated Amount 9790	1	\$ -	\$ -	\$ -	\$			

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### Fund 12 - Child Development Fund

Bargaining Unit:

CSEA Unit II

Dai	gaining Unit:			Unit II	
		Column 1	Column 2	Column 3	Column 4
	Object Code	Latest Board- Approved Budget Before Settlement (As of August 3, 2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES	-		The second second second	and the second s	
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services and Other Operating Expenditures	5000-5999	\$ -	<b>,</b>	\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	9791	\$ -	A 2 200		\$ -
Audit Adjustments/Other Restatements	9793/9795	\$ -		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANG	CE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### Fund 13/61 - Cafeteria Fund

Bargaining Unit:

CSEA Unit II

Daiga	ining Unit:	1	Column 1	T	Column 2	=	Column 3		Column 4
		<u> </u>	atest Board-		djustments as a	-	Other Revisions	Ļ	Total Revised
	Object Code	Ap Bei	proved Budget fore Settlement s of August 3, 2021)	Res	sult of Settlement compensation)	(ag	greement support nd/or other unit agreement) splain on Page 4i		Budget olumns 1+2+3)
REVENUES					eric Article is				
LCFF Revenue	8010-8099	\$	-			\$		\$	-
Federal Revenue	8100-8299	\$	13,250,000	24, 84 20 24, 84 24, 84	AMAGE	\$		\$	13,250,000
Other State Revenue	8300-8599	\$	514,000			\$	•	\$	514,000
Other Local Revenue	8600-8799	\$	54.000			\$		\$	54,000
TOTAL REVENUES		\$	13,818,000	200		\$	-	\$	13,818,000
EXPENDITURES								To Tax	
Certificated Salaries	1000-1999	\$		\$	<u> </u>	\$	-	\$	-
Classified Salaries	2000-2999	\$	4,362,733	\$	6,179	\$	13,973	\$	4,382,885
Employee Benefits	3000-3999	\$	1,617,575	\$	2,069	\$	4,678	\$	1,624,322
Books and Supplies	4000-4999	\$	8,124,700			\$		\$	8,124,700
Services and Other Operating Expenditures	5000-5999	\$	388,340			\$	-	\$	388,340
Capital Outlay	6000-6999	\$	200,000			\$		\$	200,000
,	7100-7299 7400-7499	\$	359,388		512	\$		\$	359,388
Transfers of Indirect Costs	7300-7399	\$				\$		\$	-
TOTAL EXPENDITURES		\$	15.052,736	\$	8,248	\$	18,651	\$	15,079,635
OTHER FINANCING SOURCES/USES									
Transfers In and Other Sources	8900-8979	\$		\$	•	\$	-	\$	•
Transfers Out and Other Uses	7600-7699	\$	-	\$		\$		\$	•
OPERATING SURPLUS (DEFICIT)*		\$	(1,234,736)	\$	(8,248)	\$	(18,651)	\$	(1,261,635)
			i kai ili	3.4	Ent. De. La				100
BEGINNING FUND BALANCE	9791	\$	11,314,402					\$	11,314,402
Audit Adjustments/Other Restatements	9793/9795	\$	-					\$	•
ENDING FUND BALANCE		\$	10,079,666	\$	(8,248)	\$	(18,651)	\$	10,052,767
COMPONENTS OF ENDING FUND BALANCE	Ξ:	15.7	58				and the graph of		
Nonspendable	9711-9719	\$	-	\$	•	\$	-	\$	-
Restricted	9740	\$	10,079,666	\$	(8,248)	\$	(18,651)	\$	10,052,767
Committed	9750-9760	\$	-	\$	-	\$	•	\$	-
Assigned	9780	\$	-	\$	-	\$	-	\$	•
Reserve for Economic Uncertainties	9789	\$	-	\$	-	\$	-	\$	•
Unassigned/Unappropriated Amount	9790	\$	-	\$	-	\$	-	\$	-

\*Net Increase (Decrease) in Fund Balance

#### G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

N/A

Bargaining Unit:

CSEA Unit II

Ba	argaining Unit:		CSEA	Unit II	
		Column 1	Column 2	Column 3	Column 4
	Object Code	Latest Board- Approved Budget Before Settlement (As of August 3, 2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES			and the state of t		
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -	Program and the second	\$ -	\$ -
Other Local Revenues	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services and Other Operating Expenditures	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	9791	\$ -	F 22 47 10 5		\$ -
Audit Adjustments/Other Restatements	9793/9795	\$ -	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALAN	NCE:	主心理論的計画			CAR WORLD
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### Public Disclosure of Proposed Collective Bargaining Agreement

**Downey Unified School District** 

# G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

CSEA Unit II

Bargain	ing Unit:		CSEA		
		Column 1	Column 2	Column 3	Column 4
	ject Code	Latest Board- Approved Budget Before Settlement (As of August 3, 2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					1
Federal Revenue 81	100-8299	\$ -		\$ -	\$ -
Other State Revenue 83	300-8599	\$ -	42	\$ -	\$ -
Other Local Revenue 86	500-8799	\$ -	States of the state of the stat	\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries 10	000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 20	000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 30	000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 40	000-4999	\$ -	ray year of the second of the	\$ -	\$ -
Services and Other Operating Expenditures 50	000-5999	\$ -		\$ -	\$ -
Capital Outlay 60	000-6999	\$ -	10.	\$ -	\$ -
	100-7299 100-7499	\$ -		\$ -	-
Transfers of Indirect Costs 73	300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources 89	900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 76	500-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
			1 - 1 - 1 - 1 - 1	7 Y	
BEGINNING FUND BALANCE	9791	\$ -			\$ -
Audit Adjustments/Other Restatements 97	793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable 97	711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed 97	750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

#### Downey Unified School District CSEA Unit II

# Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund		Amount	Explanation
Revenues	\$	_	
Expenditures	\$	(483,746)	One time expenditure transfers and expenditure adjustments
Other Financing Sources/Uses	\$	500,000	Decrease in Funding to Adult Ed Program
Page 4b: Restricted General Fund		Amount	Explanation
Revenues	\$	-	
Expenditures	\$_	6,612,218	One time expenditure transfers and expenditure adjustments
Other Financing Sources/Uses	\$	-	
Page 4d: Fund 11 - Adult Education Fund		Amount	Explanation
Revenues	\$	-	
Expenditures	\$	101,028	DEA and Certificated Management Settlement
Other Financing Sources/Uses	\$	-	
Page 4e: Fund 12 - Child Development Fund		Amount	Explanation
Revenues	\$		
Expenditures	\$		
Expenditures	\$		Explanation
Expenditures Other Financing Sources/Uses  Page 4f: Fund 13/61 - Cafeteria Fund Revenues	\$ \$	- - Amount	
Expenditures Other Financing Sources/Uses  Page 4f: Fund 13/61 - Cafeteria Fund Revenues Expenditures	\$ \$ \$ \$	- - Amount	Explanation  Classified Management Settlement
Expenditures Other Financing Sources/Uses  Page 4f: Fund 13/61 - Cafeteria Fund Revenues	\$ \$	- - Amount	
Expenditures Other Financing Sources/Uses  Page 4f: Fund 13/61 - Cafeteria Fund Revenues Expenditures	\$ \$ \$ \$	- - Amount - 18,651	
Expenditures Other Financing Sources/Uses  Page 4f: Fund 13/61 - Cafeteria Fund Revenues Expenditures Other Financing Sources/Uses	\$ \$ \$ \$	- Amount - 18,651	Classified Management Settlement
Expenditures Other Financing Sources/Uses  Page 4f: Fund 13/61 - Cafeteria Fund Revenues Expenditures Other Financing Sources/Uses  Page 4g: Other	\$ \$ \$ \$ \$	- Amount - 18,651 - Amount	Classified Management Settlement
Expenditures Other Financing Sources/Uses  Page 4f: Fund 13/61 - Cafeteria Fund Revenues Expenditures Other Financing Sources/Uses  Page 4g: Other Revenues	\$ \$ \$ \$ \$	- Amount - 18,651 - Amount	Classified Management Settlement
Expenditures Other Financing Sources/Uses  Page 4f: Fund 13/61 - Cafeteria Fund Revenues Expenditures Other Financing Sources/Uses  Page 4g: Other Revenues Expenditures Expenditures	\$ \$ \$ \$ \$ \$	- Amount - 18,651 - Amount	Classified Management Settlement
Expenditures Other Financing Sources/Uses  Page 4f: Fund 13/61 - Cafeteria Fund Revenues Expenditures Other Financing Sources/Uses  Page 4g: Other Revenues Expenditures Other Financing Sources/Uses	\$ \$ \$ \$ \$ \$	- Amount - 18,651 - Amount	Classified Management Settlement  Explanation
Expenditures Other Financing Sources/Uses  Page 4f: Fund 13/61 - Cafeteria Fund Revenues Expenditures Other Financing Sources/Uses  Page 4g: Other Revenues Expenditures Other Financing Sources/Uses  Page 4h: Other	\$ \$ \$ \$ \$ \$	- Amount - 18,651 - Amount	Classified Management Settlement  Explanation

#### Additional Comments:

The District is planning on implementing various one-time expenditure reductions and transfers from different sources, in an approximate amount of \$7 million to cover the cost of the salary increase for all units.

#### H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

#### **Unrestricted General Fund MYP**

Bargaining Unit:

**CSEA Unit II** 

Barg	Bargaining Unit:		CSEA Unit II			
		2021-22	2022-23	2023-24		
	Object Code	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement		
REVENUES	-					
LCFF Revenue	8010-8099	\$ 241,097,178	\$ 245,322,582	\$ 254,242,243		
Federal Revenue	8100-8299	\$ -	\$ -	\$ -		
Other State Revenue	8300-8599	\$ 4,567,830	\$ 4,567,830	\$ 4,567,890		
Other Local Revenue	8600-8799	\$ 3,092,073	\$ 3,092,073	\$ 3,092,073		
TOTAL REVENUES		\$ 248,757,081	\$ 252,982,485	\$ 261,902,206		
EXPENDITURES						
Certificated Salaries	1000-1999	\$ 108,047,962	\$ 110,328,913	\$ 111,990,927		
Classified Salaries	2000-2999	\$ 20,581,307	\$ 20,895,288	\$ 21,246,490		
Employee Benefits	3000-3999	\$ 52,790,831	\$ 56,283,153	\$ 57,417,771		
Books and Supplies	4000-4999	\$ 8.974,082	\$ 11,451,086	\$ 11,906,345		
Services and Other Operating Expenditures	5000-5999	\$ 11,066,311	\$ 14,974,762	\$ 14,807,762		
Capital Outlay	6000-6999	\$ 483,193	\$ 483,193	\$ 483,193		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 166,723	\$ 166,723	\$ 166,723		
Transfers of Indirect Costs	7300-7399	\$ (762,865)	\$ (762,865)	\$ (762,865		
Other Adjustments	-		\$ (8,000,000)	s -		
TOTAL EXPENDITURES		\$ 201,347,544	\$ 205,820,253	\$ 217,256,346		
OTHER FINANCING SOURCES/USES						
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -		
Transfers Out and Other Uses	7600-7699	\$ 1,575,000	\$ 2,075,000	\$ 2,075,000		
Contributions	8980-8999	\$ (46,574,557)	\$ (49,267,335)	\$ (51,849,078		
OPERATING SURPLUS (DEFICIT)*		\$ (740,020)	\$ (4,180,103)	\$ (9,278,218)		
BEGINNING FUND BALANCE	9791	\$ 36,096,726	\$ 35,356,706	\$ 31,176,603		
Audit Adjustments/Other Restatements	9793/9795	\$ -	in the second second			
ENDING FUND BALANCE		\$ 35,356,706	\$ 31,176,603	\$ 21,898,385		
COMPONENTS OF ENDING FUND BALANC	E:		de war is 452 his			
Nonspendable	9711-9719	\$ 1,112,282	\$ 1,112,282	\$ 1,112,282		
Restricted	9740					
Committed	9750-9760	\$ 1,037,925	\$ 1,037,925	\$ 1,037,925		
Assigned	9780	-	\$ -	\$ -		
Reserve for Economic Uncertainties	9789	\$ 15,828,447	\$ 15,766,056	\$ 16,466,900		
Unassigned/Unappropriated Amount	9790	\$ 17,378,052	\$ 13,260,340	\$ 3,281,278		

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

# H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

#### **Restricted General Fund MYP**

Bargaining Linit

CSEA Unit II

Bargaining Unit:						
		2021-22	2022-23	2023-24		
	Object Code	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement		
REVENUES						
LCFF Revenue	8010-8099	\$ -	\$ -	\$ -		
Federal Revenue	8100-8299	\$ 23,348,691	\$ 23,348,691	\$ 23,348,691		
Other State Revenue	8300-8599	\$ 33,960,922	\$ 26,422,214	\$ 23,714,542		
Other Local Revenue	8600-8799	\$ 10,797,264	\$ 9,197,264	\$ 9,197,264		
TOTAL REVENUES		\$ 68,106,877	\$ 58,968,169	\$ 56,260,497		
EXPENDITURES						
Certificated Salaries	1000-1999	\$ 29,289,531	\$ 28,268,364	\$ 28,738,676		
Classified Salaries	2000-2999	\$ 22,664,579	\$ 22,896,463	\$ 23,288,442		
Employee Benefits	3000-3999	\$ 43,445,141	\$ 45,132,497	\$ 45,496,783		
Books and Supplies	4000-4999	\$ 8,322,039	\$ 3,329,888	\$ 3,584.105		
Services and Other Operating Expenditures	5000-5999	\$ 10,167,862	\$ 5,347,146	\$ 3,639,474		
Capital Outlay	6000-6999	\$ 4,015,000	\$ 15,000	\$ 15,000		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,735,000	\$ 1,735,000	\$ 1,735,000		
Transfers of Indirect Costs	7300-7399	\$ 208,008	\$ 208,008	\$ 208,008		
Other Adjustments	· · · · · · · · · · · · · · · · · · ·		\$ -	\$ -		
TOTAL EXPENDITURES		\$ 119,847,160	\$ 106,932,366	\$ 106,705,488		
OTHER FINANCING SOURCES/USES				12 <sup>2</sup>		
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -		
Transfers Out and Other Uses	7600-7699	\$ 1,504,087	\$ 1,504,087	\$ 1,504,087		
Contributions	8980-8999	\$ 46,574,557	\$ 49,468,284	\$ 51,949,078		
OPERATING SURPLUS (DEFICIT)*		\$ (6,669,813)	\$ -	\$ -		
parting of the control of the control of						
BEGINNING FUND BALANCE	9791	\$ 22,905,808	\$ 16,235,995	\$ 16,235,995		
Audit Adjustments/Other Restatements	9793/9795	\$ -				
ENDING FUND BALANCE		\$ 16,235,995	\$ 16,235,995	\$ 16,235,995		
COMPONENTS OF ENDING FUND BALANG	CE:		A HULLIAN IN			
Nonspendable	9711-9719	\$ -	\$ -	\$ -		
Restricted	9740	\$ 16,235,995	\$ 16,235,995	\$ 16,235,995		
Committed	9750-9760					
Assigned	9780					
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -		
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -		

\*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

# H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

#### **Combined General Fund MYP**

Bargaining Unit

CSEA Unit II

Bar	gaining Unit:		CSEA Unit II	
		2021-22	2022-23	2023-24
	Object Code	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES	Object Code			
LCFF Revenue	8010-8099	\$ 241,097,178	\$ 245,322,582	\$ 254,242,243
Federal Revenue	8100-8299	\$ 23,348,691	\$ 23,348,691	\$ 23,348,691
Other State Revenue	8300-8599	\$ 38,528,752	\$ 30,990,044	\$ 28,282,432
Other Local Revenue	8600-8799	\$ 13,889,337	\$ 12,289,337	\$ 12,289,337
TOTAL REVENUES		\$ 316,863,958	\$ 311,950,654	\$ 318,162,703
EXPENDITURES	-			10 NO
Certificated Salaries	1000-1999	\$ 137,337,493	\$ 138,597,277	\$ 140,729,603
Classified Salaries	2000-2999	\$ 43,245,886	\$ 43,791,751	\$ 44,534,932
Employee Benefits	3000-3999	\$ 96,235,972	\$ 101,415,650	\$ 102,914,554
Books and Supplies	4000-4999	\$ 17,296,121	\$ 14,780,974	\$ 15,490,450
Services and Other Operating Expenditures	5000-5999	\$ 21,234,173	\$ 20,321,908	\$ 18,447,236
Capital Outlay	6000-6999	\$ 4,498,193	\$ 498,193	\$ 498,193
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	\$ 1,901,723	\$ 1,901,723	\$ 1,901,723
Transfers of Indirect Costs	7300-7399	\$ (554,857)	\$ (554,857)	\$ (554,857)
Other Adjustments			\$ (8,000,000)	\$ -
TOTAL EXPENDITURES		\$ 321,194,704	\$ 312,752,619	\$ 323,961,834
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 3,079,087	\$ 3,579,087	\$ 3,579,087
Contributions	8980-8999	\$ -	\$ 200,949	\$ 100,000
OPERATING SURPLUS (DEFICIT)*		\$ (7,409,833)	\$ (4,180,103)	\$ (9,278,218)
BEGINNING FUND BALANCE	9791	\$ 59,002,534	\$ 51,592,701	\$ 47,412,598
		<u> </u>	\$ 51,392,701	\$ 47,412,598
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE	-	\$ 51,592,701	\$ 47,412,598	\$ 38,134,380
COMPONENTS OF ENDING FUND BALANO Nonspendable	9711-9719	\$ 1,112,282	\$ 1,112,282	\$ 1,112,282
Restricted	9740	\$ 16,235,995	\$ 16,235,995	\$ 16,235,995
Committed	9750-9760	\$ 1,037,925	\$ 1,037,925	\$ 1,037,925
Assigned	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 15,828,447	\$ 15,766,056	\$ 16,466,900
Unassigned/Unappropriated Amount	9790	\$ 17,378,052	\$ 13,260,340	\$ 3,281,278
Onassigned/Onappropriated Amount	7/70	φ 17,3/8,032	J 13,200,340	J 3,281,2/8

<sup>\*</sup>Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

# Downey Unified School District CSEA Unit II

#### I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

#### 1. State Reserve Standard

			2021-22		2022-23		2023-24
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	324,273,791	\$	316,331,706	\$	327,540,921
b.	Less: Special Education Pass-Through Funds	\$		\$	-	\$	
c.	Net Expenditures, Transfers Out, and Uses	\$	324,273,791	\$	316,331,706	\$	327,540,921
d.	State Standard Minimum Reserve Percentage for this District Enter percentage		5.00%		5.00%		5.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$	16 213 690	\$	15 816 585	¢.	16,377,046
Le.	[\$30,000]	2	16,213,690	3	15,816,585	\$	16,377,0

## 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	General Fund Budgeted Unrestricted				
a.	Designated for Economic Uncertainties (9789)	\$ 15,828,447	\$ 15,766,056	\$	16,466,900
	General Fund Budgeted Unrestricted				
b.	Unassigned/Unappropriated Amount (9790)	\$ 17,378,052	\$ 13,260,340	\$	3,281,278
	Special Reserve Fund (Fund 17) Budgeted			53	
c.	Designated for Economic Uncertainties (9789)	\$ 	\$	\$	•
	Special Reserve Fund (Fund 17) Budgeted				
d.	Unassigned/Unappropriated Amount (9790)	\$ <u>-</u>	\$ - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	\$	- 1
e.	Total Available Reserves	\$ 33,206,499	\$ 29,026,396	\$	19,748,178
f.	Reserve for Economic Uncertainties Percentage	10.24%	9.18%		6.03%

2	D		41			
•	Do unrestricted	reserves meet	rne state	minimiim	reserve	amount.

2021-22	Yes	X	No	
2022-23	Yes	X	No	
2023-24	Yes	X	No	

4. If no, how do you plan to restore your reserves?

N/A.		

#### Public Disclosure of Proposed Collective Bargaining Agreement

**Downey Unified School District CSEA Unit II** 

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 525,548
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (517,300)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (8,248)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (525,548)

Variance \$ -

#### Variance Explanation:

N/A.

#### 6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

	Surplus/	
General Fund Combined	(Deficit) (Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	\$ (1,264,061) (0.4%)	Budgeted Student Enrollment Decline
Current FY Surplus/(Deficit) after settlement(s)?	\$ (7,409,833) (2.3%)	Salary and Benefits Increase
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (4,180,103) (1.3%)	Salary and Benefits Increase
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (9,278,218) (2.8%)	Salary and Benefits Increase

#### Deficit Reduction Plan (as necessary):

The District is planning on implementing various one-time expenditure reductions and transfers from different sources, in an approximate amount of \$7 million to cover the cost of the salary increase for all units.

#### 7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	\$ (8,000,000)	One time expenditure transfers and expenditure adjustments
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ •	
2nd Subsequent FY Restricted, Page 5b	\$	

## J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Downey Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from August 1, 2021 to June 30, 2022.

#### **Board Actions**

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

#### Current Year

Budget Adjustment Categories:	Incre	ase/(Decrease)
Revenues/Other Financing Sources	\$	•
Expenditures/Other Financing Uses	\$	6,273,699
Ending Balance(s) Increase/(Decrease)	\$	(6,273,699)
Subsequent Years		
Budget Adjustment Categories:	_	et Adjustment ase/(Decrease)
Revenues/Other Financing Sources	\$	
Expenditures/Other Financing Uses	\$	
Ending Balance(s) Increase/(Decrease)	\$	-

#### **Budget Revisions**

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

#### Assumptions

See attached page for a list of the assumptions upon which this certification is based.

(Signature)

Certifications	
I hereby certify I am unable to certify	. /
Ma. H.h	10/20/21
District Superintendent	Date
(Signature)	
I hereby certify I am unable to certify	
Chustina Origina	10/20/21
Chief Business Official	Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

**Budget Adjustment** 

# Downey Unified School District CSEA Unit II

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:	
Same assumptions as budget adoption on June 15, 2021, plus the 45-day budget revisions approved	
by the Board of Education at the August 3, 2021 meeting.	
As previously stated the District has or is in the process of identifying expenditure reductions/transfers or shifts from	other sour
in the amount of \$7 million for current year followed by another \$8 million in required reductions for 2022-23.	
	10/2
Concerns regarding affordability of agreement in subsequent years (if any):	
Concerns regarding affordability of agreement in subsequent years (if any): N/A.	

#### **K. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial is submitted to the Governing Board for public disclosure of the majin the "Public Disclosure of Proposed Collective Bargaining Agreem AB 1200 and Government Code Sections 3540.2(a) and 3547.5.	jor provisions of the agreement (as provided
Downey Unified School District	
District Name	
District Superintendent (Signature)	10/20/21 Date
Christina Aragon	(562) 469-6520
Contact Person	Phone
After public disclosure of the major provisions contained in this sum November 2, 2021, took action to approve the proposed agreement w	
President (or Clerk), Governing Board (Signature)	Date
<b>Special Note:</b> The Los Angeles County Office of Education may requirew the district's compliance with requirements.	juest additional information, as necessary, to

# Downey Unified School District CLASSIFIED PERSONNEL

# **UNIT II SALARY SCHEDULE**

AR 5241.2

Effective Date: July 1, 2021

				Monthly Sa	alary Steps		
CLASSIFICATION	RANGE	1	<u>Hourly</u>	2	<u>3</u>	4	<u>5</u>
Assistant Network Administrator	255	\$6,919	(\$39.918)	\$7,258	\$7,625	\$8,001	\$8,402
Bus Driver	140	3,947	(22.772)	4,140	4,342	4,571	4,797
Chemical Applications Specialist	170	4,571	(26.372)	4,797	5,037	5,288	5,556
Computer/Network Support Tech.	205	5,421	(31.276)	5,681	5,974	6,269	6,581
Custodian	115	3,499	(20.187)	3,670	3,854	4,042	4,250
Dispatcher/State Certified Driver Instructor	195	5,159	(29.764)	5,421	5,681	5,974	6,269
Equipment Mechanic	195	5,159	(29.764)	5,421	5,681	5,974	6,269
Floor Maintenance Worker	125	3,670	(21.173)	3,854	4,042	4,250	4,457
General Maintenance Worker	150	4,140	(23.885)	4,342	4,571	4,797	5,037
Grounds Equipment Operator	140	3,947	(22.772)	4,140	4,342	4,571	4,797
Grounds Team Leader	155	4,250	(24.520)	4,457	4,683	4,911	5,159
Groundskeeper	120	3,580	(20.654)	3,756	3,947	4,140	4,342
HVAC/Refrigeration Mechanic	195	5,159	(29.764)	5,421	5,681	5,974	6,269
Irrigation Specialist	170	4,571	(26.372)	4,797	5,037	5,288	5,556
Lead Custodian	135	3,854	(22.235)	4,042	4,250	4,457	4,683
Lead Electrical Worker	220	5,831	(33.641)	6,118	6,425	6,745	7,086
Lead Equipment Mechanic	220	5,831	(33.641)	6,118	6,425	6,745	7,086
Lead Groundskeeper	170	4,571	(26.372)	4,797	5,037	5,288	5,556
Lead HVAC/Refrigeration Mechanic	220	5,831	(33.641)	6,118	6,425	6,745	7,086
Lead Maintenance Worker	220	5,831	(33.641)	6,118	6,425	6,745	7,086
Lead Operations Worker	170	4,571	(26.372)	4,797	5,037	5,288	5,556
Maintenance Carpenter	185	4,911	(28.333)	5,159	5,421	5,681	5,974
Maintenance Electrician	195	5,159	(29.764)	5,421	5,681	5,974	6,269
Maintenance Electronics Technician	205	5,421	(31.276)	5,681	5,974	6,269	6,581
Maintenance Glazier	185	4,911	(28.333)	5,159	5,421	5,681	5,974
Maintenance Locksmith	190	5,037	(29.060)	5,288	5,556	5,831	6,118
Maintenance Painter	185	4,911	(28.333)	5,159	5,421	5,681	5,974

# Downey Unified School District CLASSIFIED PERSONNEL

# UNIT II SALARY SCHEDULE (cont.)

AR 5241.2

	Monthly Salary Steps						
CLASSIFICATION	RANGE	<u>1</u>	<u>Hourly</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Maintenance Welder	190	5,037	(29.060)	5,288	5,556	5,831	6,118
Network Specialist	220	5,831	(33.641)	6,118	6,425	6,745	7,086
P.E. & Athletic Equipment Attendant	120	3,580	(20.654)	3,756	3,947	4,140	4,342
Plant Grounds Assistant	130	3,756	(21.670)	3,947	4,140	4,342	4,571
Pool Maintenance Worker	150	4,140	(23.885)	4,342	4,571	4,797	5,037
Senior Warehouse Worker	155	4,250	(24.520)	4,457	4,683	4,911	5,159
Skilled Trades Assistant	130	3,756	(21.670)	3,947	4,140	4,342	4,571
Utility Worker	130	3,756	(21.670)	3,947	4,140	4,342	4,571
Warehouse Worker	135	3,854	(22.235)	4,042	4,250	4,457	4,683
Water Utilities Worker	195	5,159	(29.764)	5,421	5,681	5,974	6,269

<sup>\$180/</sup>mo. longevity @ 10 years; \$210/mo. longevity @ 15 years; \$250/mo. longevity @ 20 years; \$280/mo. longevity @ 25 years



V. 4. APPROVE revisions to the unclassified salary schedule, as reflected in the attached proposed Administrative Regulation 5241.4, effective November 1, 2021.

# **Supporting Documents**



scan1338

# DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Personnel Services / Personnel Commission

DATE:

November 2, 2021

TO: FROM: John A. Garcia, Jr., Ph.D, Superintendent BethAnn Arko, Director, Classified Personnel

SUBJECT: REVISIONS TO THE UNCLASSIFIED SALARY SCHEDULE; AR 5241.4

REVISION

# **ACTION ITEM**

Staff has been requested to increase the hourly wage for the AVID Tutor. The recruitment has become increasing difficult to fill positions due to the highly competitive employment market. Staff is recommending an increase from \$14.00 to \$16.00 per hour. (As a reminder, minimum wage will increase to \$15.00 per hour on January 1, 2022.)

#### SUPERINTENDENT'S RECOMMENDATION:

APPROVE revisions to the unclassified salary schedule, as reflected in the attached proposed AR 5241.4, effective November 1, 2021.

# Downey Unified School District CLASSIFIED PERSONNEL

#### UNCLASSIFIED SALARY SCHEDULE

AR 5241.4

Effective Date: November 1, 2021

CLASSIFICATION	RANGE	Hourly Rates
Athletic Trainer	59	19.50
AVID Tutor	36	16.00
Lab Assistant	25	14.00
Music Specialist	25	14.00
Strength and Conditioning Coach	59	19.50
Student Helper	25	14.00
Writing Center Tutor	36	14.00

Board: 11/10/20, 11/02/21