BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA
December 14, 2021 - ORGANIZATIONAL MEETING

BOARD ROOM, GALLEGOS ADMINISTRATION CENTER

11627 Brookshire Avenue, Downey, California 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.



Organizational Board of Education Meeting

12/14/2021 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/82529686259?pwd=bWUrdWxiZGxGU05NalFVTk8va1pzZz09 Passcode: 034630

> To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 825 2968 6259 Passcode: 034630

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, December 14, 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 Ms. Nancy Swenson, Member of the Board of Education.

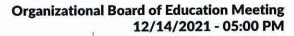
3. INVOCATION

Invocation to be delivered by Mrs. Linda Salomon Saldaña, Member of the Board of Education.

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

5. 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.





6.	ADOPT Agenda #9 for the Organizational Meeting of the Board of Education held on
	December 14, 2021.

7. APPROVE Official Minutes of the Regular Board of Education and the Special Board of Education Meetings held on November 2, 2021, as submitted or with necessary corrections.

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- 8. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.
- 9. ELECT officers of the Board of Education as follows:

President

Vice President

Clerk

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

Audit Committee

Budget Committee

City/School District Task Force

Representative for Electing Members to the County Committee on School District

Organization

Representative to LACSTA

Ad Hoc Committees

Enrollment Growth Committee

Food Services Wellness Committee

Return to School Committee

YMCA/DUSD Joint Facilities Use Committee

11. APPROVE the Certification of Signatures for the period from December 2021 to December 2022, or until subsequent action is taken by the Board of Education.

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- 12. HEAR Oral Communications from Members of the Board of Education and Superintendent.
- 13. HEAR Public on items not appearing on the Agenda.

II. CONSENT AGENDA

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

33

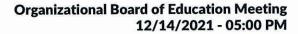
2. RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.

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3.	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.	39
4.	RATIFY Second Amendment to Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-13 with Speech & Language Development Center from September 3, 2021 through June 30, 2022.	
5.	RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-29 with Olive Crest Academy from October 25, 2021 through June 30, 2022.	
6.	RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-30 with Speech & Language Development Center from July 1, 2021 through June 30, 2022.	
7.	APPROVE Settlement Agreement for OAH Case No. 2021040841, Downey Unified School District Agreement No. 202122-349.	
8.	APPROVE Settlement Agreement for OAH Case No. 2021080709, Downey Unified School District Agreement No. 202122-350.	
9.	RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from October 19, 2021 through November 29, 2021.	41
10.	RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of September 2021, covered by Payroll Orders issued through October 2021.	43
11.	RATIFY the B Warrants for Downey Unified School District falling Between warrant numbers 20282932 and 20313581 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning October 1, 2021 and ending October 31, 2021.	45
12.	APPROVE the Corrected Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first quarter of the 2021-22 school year.	47
13.	APPROVE the First Amendment to the Grant Sub-Agreement with the Rancho Santiago Community College District for the Round 1 K-12 Strong Workforce Program grant award effective January 1, 2022.	49
14.	APPROVE the First Amendment to the Grant Sub-Agreement with the Rancho Santiago Community college District for the Round 3 K-12 Strong Workforce Program grant award effective January 1, 2022.	54
15.	APPROVE Amendment No. 2 to Lease-Leaseback Construction Contract pursuant to	





	Request for Proposals #2019/2020-01 for Preconstruction and Lease-Leaseback Services for the Doty Middle School Modernization Project, to Erickson-Hall Construction Company, Escondido, in the amended Guaranteed Maximum Price of \$33,298,518.00, to be charged to Measure O Bond Funds.	59
16.	RATIFY Addendum to Service Agreement No. 202122-48 with Jewish Family & Children's Service of Long Beach & West Orange County to add two additional hours per week at True Lasting Connections (TLC) from November 1, 2021 through May 31, 2022.	64
17.	APPROVE Amendment #1 to Agreement No. 202122-56 with AVID Center to provide a license to utilize AVID products and services by District middle and high schools from July 1, 2021 through June 30, 2022.	66
18.	RATIFY Service Agreement No. 202122-170 with Gallagher Pediatric Therapy for Compensatory Occupational Therapy Services from July 12, 2021 through June 30, 2022.	72
19.	APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-292 with Edison Fire Protection, Inc. to provide Ansul fire suppression services in the kitchen areas at the school cafeterias from November 3, 2021 through June 30, 2022.	77
20.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-323 with Century Paving, Inc. to perform additional asphalt work for the portable buildings at the Downey Adult School, in the amount of \$21,400.00, to be charged to Adult School Funds. (under separate cover)	
21.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-324 with Avidex Industries, LLC to provide and install audio/visual equipment for portable buildings at the Downey Adult School, in the amount of \$8,296.71, to be charged to Adult School Funds. (under separate cover)	
22.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-325 with Jolt Electric, Inc. to provide materials and services to install internal power and low voltage wiring for three new portable buildings at the Downey Adult School, in the amount of \$19,505.00, to be charged to Adult School Funds. (under separate cover)	

23. RATIFY Agreement for Construction Services (Small Projects) No. 202122-327 with Allsup Corporation to move seven CNG filling posts at the Transportation Services

24. APPROVE Agreement for Construction Services (Small Projects) No. 202122-331 with Bright Event Rentals to set up and install District-provided event tents at Doty, Griffiths, Stauffer and Sussman Middle Schools to be charged to COVID Funds. (under separate

(under separate cover)

cover)

Department, in the amount of \$3,922.00, to be charged to Deferred Maintenance Funds.





25.	RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-332 with Behavioral Emotional and Academic Mentoring, LLC to provide comprehensive psychoeducational assessments for students with special needs from November 15, 2021 through June 30, 2022.	89
26.	RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-333 with Dynamic Education Services, Inc. to provide reading intervention services for student with special needs from October 13, 2021 through June 30, 2022.	101
27.	RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-335 with Peak Realty Company to provide classroom instruction for Real Estate classes through the Downey Adult School from July 1, 2021 through June 30, 2022.	113
28.	RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122- 336 with Rob Wiltsey Creative Partners (School Shine) to provide video updates to District construction/modernization projects from November 3, 2021 through November	405
29.	30, 2021. RATIFY Agreement for Construction Services (Small Projects) No. 202122-337 with Wolverine Fence Company, Inc. to furnish and install ornamental iron fencing around the pre-school area at the Pace Education Center, in the amount of \$55,825.00, to be charged to Capital Outlay Funds. (under separate cover)	125
30.	RATIFY Agreement No. 202122-339 (Contract #21-0011) with Venue Tech Management Group to provide the use of the Downey Theatre for various District-sponsored events during the 2021-22 school year.	137
31.	APPROVE Agreement No. 202122-340 with Facilitron, Inc. to provide a facilities use software program for District Use of Facilities permits from December 14, 2021 through December 13, 2022.	154
32.	APPROVE Agreement for Architectural Services No. 202122-341 with Rachlin Partners Architects, Culver City, to provide post certification of two portable buildings at Price Elementary School, in the amount of \$26,170.00, to be charged to the Capital Facilities Fund. (under separate cover)	
33.	APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-342 with Connect.Flow.Grow to conduct a staff wellness session at Doty Middle School on December 17, 2021.	166
34.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-343 with 3D Concrete to pour and finish two planter boxes at Downey High School, in the amount of \$3,870.00, to be charged to School Site Funds. (under separate cover)	
35.	APPROVE Agreement for Independent Consultant/Professional Services (Construction Related) No. 202122-344 with Geo-Advantec, Inc., San Dimas, to provide geotechnical and special testing and inspection services at Sussman Middle School, in the amount of	



\$8,005.00, to be charged to Measure O Bond Funds. (under separate cover)

36. RATIFY Agreement for Project Inspection Services No. 202122-345 with Sandy Pringle Associates, Torrance, to provide project inspection services for the Sussman Middle School Marquee project, in the amount of \$5,760.00, to be charged to Measure O Bond Funds. 178 37. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-347 with The Stepping Stones Group, LLC to provide DHH Teacher(s)/subs to the DHH program, effective December 1, 2021 through June 30, 2022. 219 38. RATIFY Service Agreement No. 202122-348 with Sky Pediatric Therapy for Independent Educational Evaluations in the area of Physical Therapy for a student with special needs from October 21, 2021 through February 28, 2022. 235 39. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-351 with Charity Vision International Foundation to provide no-cost eye exams and free glasses to qualifying students from December 20, 2021 through June 3, 2022. 0 247 40. APPROVE Agreement No. 202122-352 between the Downey- Montebello SELPA operated by the Downey Unified Administrative Unit and the East Whittier City School District that requests to utilize the services of the Deaf and Hard of Hearing program. 259 41. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-358 with Get Lit - Words Ignite to provide one-year license to access Get Lit Curriculum from July 1, 2021 through June 30, 2022. 271 42. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-359 with Taco Revolution to provide catering services for the Downey High School staff holiday breakfast on December 17, 2021. 283 43. RATIFY Agreement for Construction Services (Small Projects) No. 202122-360 with Universal Metro, Inc. to remove and install new carpet in Rooms E-32, E-33, E-34, J-92, J-93, and M-105 at the Downey Adult School, in the amount of \$59,849.00, to be charged to Adult School Funds. (under separate cover) 44. RATIFY Agreement for Construction Services (Small Projects) No. 202122-361 with Universal Metro, Inc., Santa Fe Springs, to furnish and install flooring finishes at Alameda and Carpenter Elementary Schools, in the amount of \$12,748.00, to be charged to Deferred Maintenance Funds. (under separate cover) 45. RATIFY Agreement for Construction Services (Small Projects) No. 202122-362 with

Asphalt, Fabric & Engineering, Inc. to provide and install synthetic turf at Downey High School, in the amount of \$59,976.00, to be charged to Unrestricted Maintenance Funds.

(under separate cover)



- 46. APPROVE Agreement for Construction Services (Small Projects) No. 202122-364 with KYA Services, LLC to construct a bicycle storage area at Stauffer Middle School, in the amount of \$52,924.23, to be charged to Measure O Bond Funds. (under separate cover)
- 47. APPROVE Agreement for Construction Services (Small Projects) No. 202122-365 with Netronix Integration, Inc. to install 118 District-supplied lock kits on existing doors at Downey High School, in the amount of \$59,954.28, to be charged to Measure O Bond Funds. (under separate cover)
- 48. APPROVE Agreement for Construction Services (Small Projects) No. 202122-366 with KYA Services, LLC to provide and install synthetic turf around the new two-story building at Sussman Middle School, in the amount of \$40,370.07, to be charged to Measure O Bond Funds. (under separate cover)
- 49. APPROVE Agreement for Project Inspection Services No. 202122-374 with Sandy Pringle Associates to provide project inspection services for the Columbus High School Welding Project, in the amount of \$19,000.00, to be charged to K-12 Strong Workforce Grant Funds. (under separate cover)
- 50. APPROVE Agreement No. 202122-375 with King Consulting to provide a demographic analysis and enrollment projections report.

295

51. RATIFY Amendment No. 1 to the Clinic Services Agreement with PIH Health Physicians dated December 4, 2019 to include COVID-19 testing services as needed for District employees and dependents for the remainder of the agreement.

304

52. 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: Maged Basilios, MD Toni Chavis, MD

Dr. Toni D. Johnson-Chavis Zacoalco Medical Group

Zacoalco Urgent Care Center Inc.

(under separate cover)

53. RATIFY a 60-month lease for the lease of a C8155 Alta Link multifunction printer/copier at the monthly lease rate of \$227.93, with a cost-per-copy rate of \$0.005 per copy for black and white and \$0.05 for color copies, for use at the Pace Education Center, to be charged to the General Fund.

308

54. AUTHORIZE the advertisement for Bid #21/22-11, New Culinary Arts Classroom at Doty Middle School, to be charged to Measure O Bond Funds.

313

55. ACCEPT and APPROVE the use of California Multiple Award Schedule Contract No. 4-20-78-0089C between the State of California and KYA Services, LLC, Santa Ana, by the Downey Unified School District as needed to fill orders with the same advantages, terms





	and conditions.	315
56.	ACCEPT and APPROVE the use of the Corona-Norco Unified School District Bid #2021/22-093R for Just-In-Time Pool Chemical Supply with Waterline Technologies, Inc., Santa Ana, in the anticipated annual amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, for the purchase or pool chemicals, with the same advantages, terms and conditions.	317
57.	AWARD a Lease-Leaseback Preconstruction Contract against Request for Proposals #2021/2022-01 for Preconstruction and Lease-Leaseback Services for the Stauffer Middle School Two-Story Classroom Project, to Bernards Brothers, Inc., San Fernando, in the amount of \$39,882.00, to be charged to Measure O Bond Funds.	319
58.	AWARD Request for Proposals #2021/2022-01 for Architectural Consulting Services for the Development of a Facilities Master Plan to PBK Architects, Inc., Rancho Cucamonga, in the amount of \$289,250.00, to be charged to Capital Facilities Funds.	342
59.	AWARD Bid #21/22-09, Columbus High School Welding Project - General Construction Work, to Nata Construction, Inc., Winchester, in the amount of \$210,000.00, to be charged to the K12 Strong Workforce Grant. \mathscr{O}	344
60.	AWARD Bid #21/22-10, Columbus High School Welding Project - Electrical Work, to Smart City Electrical Group, Woodland Hills, in the amount of \$290,000.00, to be charged to the K12 Strong Workforce Grant.	346
61.	APPROVE Change Order #1 to Bid No. 20/21-04 (Purchase Order #PO2W-22*126) for the exterior painting of Price and Ward Elementary Schools with Color New Co., Woodland Hills, in the decreased amount of \$50,000.00, to be charged to Deferred Maintenance Funds.	348
62.	APPROVE Change Order #2 to Purchase Order #PO2W-22*344 with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Gymnasium Project, in the increased amount of \$139,548.00, to be charged to Measure O Bond Funds.	350
63.	APPROVE Change Order #2 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 \$31,557.22, to be charged to Adult School Funds.	352
64.	APPROVE Change Order #1 to Purchase Order #PO2W-22*1077 for the destruction of obsolete computer hard drives at the Gallegos Administration Center with Shred Confidential, Inc., Seal Beach, in the increased amount of \$2,797.42, to be charged to Unrestricted Technology Funds.	354
65.	ACCEPT as complete Agreement for Construction Services No. 202122-119 for the	

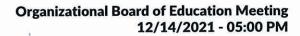


installation of audio/visual equipment items at the Pace Education Center with Avidex Industries, LLC, Lake Forest, in the final amount of \$76,170.97, to be charged to ESSER II Covid Funds and Capital Outlay Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.	356
66. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-156 for asbestos abatement services at the Pace Education Center with Quality Environmental, Inc., Santa Fe Springs, in the final amount of \$52,700.00, 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.	358
67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-243 for the installation of new electrical and communication conduits at the Downey Adult School with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$59775.00, 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.	360
68. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-260, installation of new electrical cord drops in the Auto Technology Building at Downey High School, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$6,525.00, to be charged to School Site/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.	362
69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-277 to install telephone lines for the wellness centers at Downey and Columbus High Schools, and Doty, Griffiths, Stauffer and Sussman Middle Schools with Atel Communications, Inc., San Diego, in the final amount of \$31,964.41, to be charged to COVID Funds; and AUTHORIZE with 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.	364
70. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-326 to paint the exterior of the T-Wing classroom buildings at Downey High School, with Unified Modular Corporation, Corona, in the final amount of \$3,500.00 to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released days following the recording date.	366
71. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-343 for concrete planter boxes at Downey High School with 3D Concrete, Downey, in the final amount of \$3,870.00, to be charged to Unrestricted School Site Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the	



Organizational Board of Education Meeting 12/14/2021 - 05:00 PM

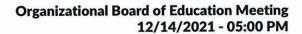
	5% retention payment released no sooner than 35 consecutive calendar days following the recording date. \mathscr{O}	368
72.	ACCEPT as complete Bid #21/22-04, Stauffer Middle School Campus Flood Mitigation, with Pro-Craft Construction, Inc., Redlands, in the final amount of \$239,000.00, to be charged 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.	370
73.	ACCEPT as complete Bid #20/21-05, Asphalt Repair Work at Lewis and Rio San Gabriel Elementary Schools, and Columbus High School, with J.B. Bostick Company, Inc., Anaheim, in the final amount of \$319,850.00, 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.	372
74.	ACCEPT as complete Request for Proposals #2017/2018-05, Construction and Lease-Leaseback Services for the Griffiths Middle School Modernization Project, with Erickson-Hall Construction Company, Escondido, in the final amount of \$40,543,701.00, 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.	374
75.	APPROVE the December 2021 budget transfers and adjustments for the 2021-22 fiscal year. \oslash	376
76.	APPROVE the declaration and sale and/or recycling of District obsolete property and abate the income to the General Fund Account No. 01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account No. 13.0-53100.0-00000-00000-8631-0000000.	404
77.	ACKNOWLEDGE receipt of claim dated June 2, 2021 and received June 7, 2021, submitted by Dublas Paniagua, Esq., of SoCal-Attorneys, APC, on behalf of minor client, and REJECT claim in compliance with Government Code Section 911-15 and 945.	
78.	RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education. \mathscr{O}	412
79.	AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44256(b).	480
80.	AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44258.2.	483





81. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44258.7(b).	485
82. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44263.	488
83. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Title 5 80005(b).	491
84. RATIFY the establishment of one new position with duties corresponding to the current classification of Campus Security Assistant, assigned to Warren High School, eight hours per day, ten months per year, at range 120, \$3,488 - \$4,246 per month, effective October 22, 2021.	495
85. RATIFY the establishment of one new position with duties corresponding to the current classification of Personnel/Credentials Technician, assigned to Certificated Human Resources, eight hours per day, twelve months per year, at range 175, \$4,568 - \$5,551 per month, effective November 30, 2021.	497
86. APPROVE the revised duty statement for the classification of Registered Behavior Technician, effective December 15, 2021.	499
III. GENERAL ADMINISTRATIVE	
 ADOPT Resolution No. 202122-06 regarding Designation of Specific Material, Product, Thing, or Service fore Procurement (HAAS Automation, Inc Automated Machine Tool Building Equipment), effective December 14, 2021. 	504
 APPROVE the revised renaming of Lynn L. Pace Education Center to Downey Virtual Academy at Lynn L. Pace Education Center effective July 1, 2021. 	
IV. SPECIAL ADMINISTRATIVE - Instruction	
 HEAR presentation from Dr. Patricia Sandoval, Director of Innovative Education Programs; Jennifer Robbins, Director of Elementary Education; and Dr. Rani Bertsch, Director of Secondary Education on the Educator Effectiveness Funds. 	
 APPROVE the Annual Single Plan for Student Achievement and Title I School Parent Involvement Policy for 2021-22. 	507
V. SPECIAL ADMINISTRATIVE - Business	

1. RECEIVE Administrative Report: 2021-22 First Period Interim Financial Report as of October 31, 2021; and APPROVE Positive Certification that Downey Unified School





District can meet its financial obligations for the remainder of the 2021-22 fiscal year. (under separate cover) 509 VI. SPECIAL ADMINISTRATIVE - Personnel 1. APPROVE the Reopener Agreement and corresponding AB1200 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 248 and the Downey Unified School District dated November 9, 2021; and REVISE Administrative Regulation 5241.1 for the 2021-22 school year contingent upon LACOE AB1200 approval. 🔗 511 2. APPROVE revisions to the Management and Confidential Salary Schedule, as reflected in proposed Administrative Regulation 5241, effective November 18, 2021. 536 3. APPROVE revisions to the Unclassified Salary Schedule, as reflected in proposed Administrative Regulation 5241.4, effective January 1, 2022. 🔗 538 4. APPROVE revisions to the Student Supervision Assistant Salary Schedule, as reflected in

VII. ITEMS FOR FUTURE AGENDA

VIII. NEXT MEETING

The next meeting of the Board of Education will be a Special Meeting to be held on Thursday, December 16, 2021 at 10:00 a.m. and a Regular Meeting to be held on Tuesday, January 11, 2022, at 5:00 p.m., both to be held in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

proposed Administrative Regulation 5241.3, effective January 1, 2022.

IX. CLOSED SESSION:

Retire into Closed Session to discuss:

- a. Potential Litigation
- b. Public Employment Certificated Administration/Classified Management
- c. Discipline/Dismissal/Release
- d. Negotiations
- e. Threat to Public Services or Facilities (Government Code Section 54957)
- f. Conference with Real Property Negotiators Possible Joint Use Agreement with the YMCA at Sussman Middle School
- g. Conference with Real Property Negotiators 11525 Brookshire Avenue and 11500 Dolan Street, Downey, California

X. ADJOURNMENT

540



Organizational Board of Education Meeting 12/14/2021 - 05:00 PM

ADJOURN the Organizational 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. 7. APPROVE Official Minutes of the Regular Board of Education and the Special Board of Education Meetings held on November 2, 2021, as submitted or with necessary corrections. \mathscr{O}

Supporting Documents



scan1412



scan1410



Special Board of Education Meeting 11/02/2021 03:00 PM

Restorative Care Village Rancho Los Amigos RCC 7715 Leeds Street, Downey, CA 90242

Persons who want to comment on agendized items 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.

Attendees

Voting Members

Barbara Samperi, Board Vice President Martha Sodetani, Board Clerk Giovanna Perez-Saab, 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 Mrs. Barbara R. Samperi, Vice President of the Board of Education, at 3:00 p.m. on Tuesday, November 2, 2021, in the Restorative Care Village at Rancho Los Amigos RCC, 7715 Leeds Street, Downey, California 90242.

2. ROLL CALL

Present

Barbara R. Samperi Martha E. Sodetani Giovanna Perez-Saab - arrived at 3:09 p.m. Linda Salomon Saldaña Nancy A. Swenson John A. Garcia, Jr., Ph.D.

<u>Absent</u>

D. Mark Morris Jose J. Rodriguez

3. ADOPT Agenda #8 for the Special Meeting of the Board of Education held on November 2, 2021.

Motion made by: Nancy Swenson Motion seconded by: Martha Sodetani Voting: Barbara Samperi - Yes Martha Sodetani - Yes Giovanna Perez-Saab - Not Present Linda Salomon Saldana - Yes Nancy Swenson - Yes

IL TOUR of the Restorative Care Village at Rancho Los Amigos RCC.

Mrs. Perez-Saab arrived at 3:09 p.m.

III. 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.

IV. ADJOURNMENT

The Special Meeting of the Board of Education Adjourned at 3:59 p.m.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

Barbara R. Samperi, Vice President	Martha E. Sodetani, Clerk

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Regular Board of Education Meeting 11/02/2021 05:00 PM

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

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.

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, 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 was led by Mrs. Linda Salomon Saldaña, Member of the Board of Education.

3. INVOCATION

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

4. ROLL CALL

Present

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

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

 APPROVE Official Minutes of the Regular Board of Education Meeting held on October 5, 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

- HEAR a presentation from Dr. Rani Bertsch and HRC Steering Committee Members Jennifer Robbins, Dr. Cassandra Villa and Dr. Charlotte Evenson, on a Human Relations Council update.
- 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 appreciated the great sportsmanship that was displayed at the Downey vs. Warren football game that was televised live and also enjoyed seeing all the spirit wear. She congratulated Dr. Garcia for being inducted into the Downey High School Hall of Fame. Mrs. Perez-Saab noted how proud she is of our Downey students and staff and appreciates that we have CHARACTER COUNTS! in Downey.

Ms. Swenson shared that she recently visited Downey High School, along with Mrs. Samperi and Mr. Kennedy, and stated that when a large crowd of students were dismissed from class and heading toward her, the students were extremely polite. She also had the pleasure of attending the Downey vs. Warren football game, where there were over 8,500 people in attendance, and also attended the State of the City luncheon, which was very interesting. Ms. Swenson enjoyed seeing the impressive Hall of Fame book that was given at the Downey High ceremony and congratulated Dr. Garcia on his induction.

Mrs. Sodetani also congratulated Dr. Garcia as a new inductee of the Downey High Hall of Fame, noting it is well deserved, and she enjoyed seeing his family. She had the pleasure of attending the Downey vs. Warren football game and truly enjoyed seeing the students and families in attendance, noting it is marvelous to all be together in the same place at the same time. Mrs. Sodetani thanked the Downey Foundation for Educational Opportunities for providing the VIP Experience. She congratulated Tom Houts and Cari White for receiving the Mayor's Legacy Award at the last City Council Meeting. Mrs. Sodetani announced that the Rose Float Court will stay the same as last year since the parade was canceled but noted this year's float can be seen in the Downey Christmas Parade on December 5.

Mrs. Samperi recently visited Warren High School and liked seeing the set of the next play, noting that photography students will be filming from above to be aired on Zoom. She also shared that she appreciated the co-teaching of Chemistry with special and regular education teachers in the same class allowing RSP and SDC students to meet the a-g graduation requirements. She thanked Arturo Vargas Venegas for putting together the Telephone Directory. Mrs. Samperi really appreciated the "Meet the Masters" STEAM art program that is being offered as well as the donations from the community that are on tonight's agenda.

Mrs. Saldaña thanked the high school athletic directors for getting out to all the sporting events on their campuses, adding our teams are doing great. She shared that she recently spoke to our state legislators who are very happy about the money being given to the schools, reminding them that the money is for one year only. Mrs. Saldaña added that the legislators need to know that we can't hire someone who we will have to let go the following year because this is one-time money. She thanked the Board of Supervisors for the tour today of the county housing facilities "The Restorative Village" at Rancho Los Amigos near Apollo Park, noting the County has spared no expense. Mrs. Saldaña added that these facilities are for mental health and homeless populations.

Mr. Rodriguez thanked Anil Patel for the generous donation to Doty Middle School. He noted that the Downey High School Hall of Fame ceremony was very inspirational and shared that we have great people coming out of Downey Unified. Mr. Rodriguez thanked the Downey Foundation for the VIP Experience at the Downey vs. Warren football game and Ballys Sports for broadcasting the game live. He was able to tour Downey High School today and noted the Wellness Center is up and running, and encourages students to go there if they need help. He thanked Mr. Houts and staff for their work in coordinating the Downey High Hall of Fame and Spirit Week events, sharing that he was able to see all the Downey spirit happening on campus, which is very exciting.

Mr. Morris met CIF Commissioner Rob Wigod at the Downey vs. Warren football game who was very complimentary about our facilities and community and shared that he has not seen anything like it. Mr. Morris noted that the sports commentators also recognized that our facilities are like a college stadium.

Dr. Garcia thanked Keith Russell for the induction speech during the Hall of Fame, noting they are lifelong friends for almost 50 years. He agreed with Mr. Morris that CIF Commissioner Rob Wigod was impressed and even wrote a complimentary email to Mark Rand stating that he has never seen anything like the Downey vs. Warren game. Dr. Garcia thanked Mark Rand and Andrea Sims for all their work in making the game such a great

event. He also thanked both football coaches for the great sportsmanship that was displayed. Dr. Garcia shared that he is so blessed to have grown up in this community and is very grateful for the role he is playing in Downey Unified right now.

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

The following individual was heard on items not appearing on the agenda:

Jang Lee requesting that the Board of Education not require students to get the COVID vaccine and asking that Critical Race Theory not be taught in Downey Unified schools.

Ashley Mires, M.D. regarding Coach Mires and Coach McFadyen and his request for them to be allowed to return as coaches at Downey High School.

II. CONSENT AGENDA

Motion made by: Barbara Samperi 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

- 1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through October 2021.
- RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 11. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the fourth quarter of the 2020-21 school year.
- APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first quarter of the 2021-22 school year.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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)
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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)
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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

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

- 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. AUTHORIZE the service of the science teacher, as submitted, assigned on a Provisional Internship Permit, effective September 27, 2021 through June 3, 2022.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

III. GENERAL ADMINISTRATIVE

- 1. HEAR an Enrollment update from Ashley Greaney, Public Information Officer.
- ADOPT Resolution No. 202122-05 regarding Membership to the School Project for Utility Rate Reduction (SPURR) effective November 2, 2021.

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

3. APPROVE Agreement No. 202122-302 with the School Project for Utility Rate Reduction (SPURR) from November 2, 2021 through June 30, 2022.

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

The meeting was recessed at 7:04 p.m. and reconvened at 7:15 p.m.

 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.

Mrs. Sodetani moved, Mr. Rodriguez seconded, and the motion carried unanimously that the Board of Education allow visitors, such as PTA, on Downey Unified School sites if activities are conducted outdoors and visitors follow district outdoor masking protocols.

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

Arianna Flemister requesting that students not be required to get the COVID-19 vaccine to attend school as she is totally against it.

Jang Lee requesting that students not be required to get the COVID-19 vaccine to attend school.

IV. SPECIAL ADMINISTRATIVE - Business

 RECEIVE and APPROVE Administrative Report: Annual Report of Developer Fees for fiscal year 2020-21.

Motion made by: Barbara Samperi

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

V. SPECIAL ADMINISTRATIVE - Personnel

 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. <u>Motion made by:</u> Barbara Samperi <u>Motion seconded by:</u> Nancy Swenson

Voting:

D. Mark Morris - Abstain

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

 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.

Motion made by: Barbara Samperi

Motion seconded by: Jose Rodriguez

Voting:

D. Mark Morris - Abstain

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

 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.

Motion made by: Jose Rodriguez

Motion seconded by: Barbara Samperi

Voting:

D. Mark Morris - Abstain

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

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

Motion made by: Martha Sodetani

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Abstain

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes Nancy Swenson - Yes

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.

The meeting was recessed at 7:54 p.m. and reconvened at 8:00 p.m.

VIII. CLOSED SESSION:

The Board of Education retired into Closed Session at 8:01 p.m. to discuss Potential Litigation, 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 9:05 p.m.

IX. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 9:08 p.m. in memory of Marian Curtis; Victor Gary; Cary Jones; Alyssa Kittendorff; Paul Ragsdale, Sr.; Robert "Buck" Weinfurter, and Theresa Wynkooop.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

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



I. 11. APPROVE the Certification of Signatures for the period from December 2021 to December 2022, or until subsequent action is taken by the Board of Education. \mathscr{O}

Supporting Documents



scan1356

Downey Unified School District DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the district. These certifications are made in accordance with the provisions of Education Code Sections:

Community College Districts: 72000, 85	5232, and 8523	3	
SACTOR OF THE PROPERTY OF THE		are unable to do so, the law requires the signatures of	of the majority of the
governing board.		December 2021 Decem	ber 2022
These approved signatures are valid for the	No. of the Contract of the Con		DEI ZUZZ
In accordance with governing board approve	al dated	December 14 , 20 21 .	
		SignatureClerk (Secretary) of the	Deard
		Giovanna Perez Saah	Board
NOTE: Disease TVDF same under signature		Typed Name Giovanna Perez-Saab Clerk (Secretary) of the	Board
NOTE: Please TYPE name under signature.		Column 2	Dould
Column 1		Signatures of Personnel and/or Members	of Governing Board
Signatures of Members of the Governing Bo	ard	authorized to sign Orders for Salary or Co	mmercial Payments,
		Notices of Employment, and Contracts:	4 =
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	
Barbara R. Samperi		John A. Garcia, Jr., Ph.D.	
President of the Board of Trustees/Education	nn	TITLE Superintendent	
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	
Giovanna Perez-Saab		Christina Aragon	
Clerk/Secretary of the Board of Trustees/Ed	ducation	TITLE Associate Superintendent, Business S	ervices
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	
D. Mark Morris		Roger Brossmer, Ed.D. TITLE Assistant Superintendent, Secondary I	ducation
Member of the Board of Trustees/Education	INITIALS	SIGNATURE	INITIALS
SIGNATURE	INTIACS	SIGNATURE	
TYPED NAME		TYPED NAME	
Jose J. Rodriguez		Terry Wayne Shannon, Ed.D.	
Member of the Board of Trustees/Education	1	TITLE Assistant Superintendent, Elementary	Education
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	
Linda Salomon Saldaña		Alyda R. Mir	II D
Member of the Board of Trustees/Education	n INITIALS	TITLE Assistant Superintendent, Certificated	Initials
SIGNATURE	INTIACS	SIGNATURE	
TYPED NAME		TYPED NAME	
Martha E. Sodetani		Michael Martinez, CPA, MBA	
Member of the Board of Trustees/Education	n	TITLE Senior Director, Budget and Finance	
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	
Nancy A. Swenson		Andrea Iacovitti	Cinones
Member of the Board of Trustees/Educatio	-1-2/11	TITLE Assistant Superintendent, Budget and	rinance
If the Board has given special instructions	for signing war	rants Number of Signatures required:	20111500111 000151170

ORDERS FOR SALARY PAYMENTS

1

NOTICES OF EMPLOYMENT

FORM NO. 503-804 Rev. 10-10-2013

or orders, please attach a copy of the resolution to this form.

ORDERS FOR COMMERCIAL PAYMENTS

2

1

CONTRACTS



II. 1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through November 2021. \mathscr{O}

Supporting Documents



scan1357

Downey Unified School District

Office of the Superintendent

DATE:

December 14, 2021

TO:

Board of Education

FROM:

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

SUBJECT: GIFT DONATIONS

<u>ACTION ITEM</u>

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

- 1. Donation of \$100.00 from Elena Macias, to be used in support of the instructional program at Lewis Elementary School;
- 2. Sponsorship donation of \$500.00 from Atkinson, Andelson, Loya, Ruud & Romo for the Healthy Downey 5K for TLC, to be used in support of the TLC Family Resource Center;
- 3. Donation of \$30.00 from Norm and Kellie Bernd, to be used in support of the TLC Family Resource Center;
- 4. Donation of canned food from the CHARACTER COUNTS! Food Drive, from Mary R. Stauffer Middle School students, value determined by donor to be \$200.00, to be used in support of the TLC Family Resource Center:
- 5. Donation of school and hygiene supplies from Assistance League of Downey Assisteens, value determined by donor to be \$500.00, to be used in support of the TLC Family Resource Center;
- 6. Donation of all sizes of new socks from the Griffiths Middle School Red Cross Club, value determined by donor to be \$250.00, to be used in support of the TLC Family Resource Center;
- 7. Donation of feminine hygiene products from Century 21 Peak, value determined by donor to be \$150.00, to be used in support of the TLC Family Resource Center;
- 8. Donation of toothbrushes, toothpaste, and laundry detergent from Alexa Briones, value determined by donor to be \$70.00, to be used in support of the TLC Family Resource Center;

- Donation of eight Thanksgiving baskets from Assistance League of Downey Assisteens, value determined by donor to be \$200.00, to be used in support of the TLC Family Resource Center;
- Donation of feminine hygiene products from Warren High School Power for Periods Club, value determined by donor to be \$250.00, to be used in support of the TLC Family Resource Center;
- 11. Donation of various restaurant and supermarket gift cards for families in need from Gangs Out Of Downey, value determined by donor to be \$1,975.00, to be used in support of the TLC Family Resource Center.

SUPERINTENDENT'S RECOMMENDATION:

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



Downey Unified School District Office of the Superintendent

DATE: TO: FROM:

December 14, 2021 Board of Education John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT:

CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

ACTIONTICM	The following Conference Negleosis have been received.				
First	Last	Position	Dates	Conference Title	Location
Bageshree	Bhakta	TOSA	10/27/2021 to 10/29/2021	College Board Forum	Virtual
John	Harris	Director	10/27/2021 to 10/29/2021	College Board Forum	Virtual
Daniela	Sanchez	TOSA	10/27/2021 to 10/29/2021	College Board Forum	Virtual
Daniela	Sanchez	1054	10/2/12021 10 10/29/2021	College Board Forum	Viituai
Bageshree	Bhakta	TOSA	11/10/2021	AVID DD Workshop, Exploring STEM Connections	Virtual
Bageshree	Bhakta	TOSA	11/16/2021	AVID WRDE Fostering Social & Emotional Learning	Virtual
Christina	Aragon	Associate Supt.	11/17/2021 to 11/19/2021	CASBO - CBO Symposium	Newport Beach
Anthony	Zegarra	Principal	11/17/2021 to 11/19/2021	CASBO - CBO Symposium	Newport Beach
Joshua	Davis	TOSA ITC	11/19/2021	NCSS 2021 Virtual Conference	Virtual
Curtis	Choi	Maintenance Elect, Tech	12/6/2021 to 12/10/2021	Audio Enhancement School District Training	West Jordan, UT
Bageshree	Bhakta	TOSA	12/15/2021	AVID Western Region Digital Event	Virtual
Alanna	Cooper	SELPA Director	1/12/2022 to 1/14/2022	ACSA's 2022 Every Child Counts Symposium	Palm Desert
Lisa	Hunt	Sign Language Interpreter	1/12/2022 to 1/14/2022	ACSA's 2022 Every Child Counts Symposium	Palm Desert
Rebecca	Piepho-Su	Principal	1/12/2022 to 1/14/2022	ACSA's 2022 Every Child Counts Symposium	Palm Desert
Cindy	Rodriguez	Assitant Principal	1/12/2022 to 1/14/2022	ACSA's 2022 Every Child Counts Symposium	Palm Desert
Shannon	Romo	Program Specialist	1/12/2022 to 1/14/2022	ACSA's 2022 Every Child Counts Symposium	Palm Desert
Vicky	Sciacca	Program Specialist	1/12/2022 to 1/14/2022	ACSA's 2022 Every Child Counts Symposium	Palm Desert
VICKY	Sciacca	Program apecialist	WIELDEL TO WHILDEL	riodrio 2022 Evoly of the opening dynapositin	W.Santana Santana
Christina	Aragon	Associate Supt.	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
BethAnn	Arko	Director	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Peggie	Chesser	Unit I President/SIA	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Jose	Garcia	Operations/Unit II Union Rep	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Michael	Martinez	Senior Director	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Alyda	Mir	Assistant Superintendent	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Jim	Mogan	DEA President/Teacher	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Giovanna	Perez-Saab	Board of Education	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Jose	Rodriguez	Board of Education	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Linda	Saldana	Board of Education	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Patricia	Sandoval	Director	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Martha	Sodetani	Board of Education	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
	Swenson	Board of Education	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Nancy		Warehouse/Unit II President	1/19/2022	2022 Governor's Budget Workshop	Garden Grove
John	Torres		1/19/2022	2022 Governor's Budget Workshop	Garden Grove
Kevin	Welch	DEA Representative/Teacher	1715/2022	2022 GOVERNOR'S BUDGET FROM SHOP	
Christina	Danna-Toumay	Budget/Financial Analyst	1/21/2022	2022 Governor's Workshop	Virtual
Andrea	lacovitti	Assitant Director	1/21/2022	2022 Governor's Workshop	Virtual
	71 - 81 - 87 - 57	and the same in		O	Virtual
Robert	Jagielski	Senior Director	1/21/2022	Comprehensive School Safety Plan	Virtual
Jayro	Roman	Administrator	1/21/2022	Comprehensive School Safety Plan	Virtual
John	Harris	Director	2/26/2022 to 3/1/2022	Educating for Careers	Sacramento
Bageshree	Bhakta	TOSA	2/26/2022 to 3/1/2022	Educating for Careers	Sacramento
Daniela	Sanchez	Asst. Principal on Assign	2/26/2022 to 3/1/2022	Educating for Careers	Sacramento
		0; 1 [-1	2/47/2022 0 2/48/2022	2022 ADR Conf. (Alternative Dispute Resolution)	Riverside
Lisa	Hunt	Sign Language Interpreter	3/17/2022 & 3/18/2022		
Rebecca	Piepho-Su	Principal	3/17/2022 & 3/18/2022	2022 ADR Conf. (Alternative Dispute Resolution)	Riverside
Jennifer	Clausen	Vice-Principal	3/17/2022 to 3/19/2022	Spring CUE Conf. 2022	Palm Springs
	Davis	TOSA ITC	3/17/2022 to 3/19/2022	Spring CUE Conf. 2022	Palm Springs
Joshua	The state of the s	A STATE OF THE PROPERTY AND ADDRESS OF THE PROPERTY OF THE PRO	3/17/2022 to 3/19/2022	Spring CUE Conf. 2022	Palm Springs
Susan	Joachim	Categorical Teacher		Spring CUE Conf. 2022	Palm Springs
Michael	McGregory	TOSAITC	3/17/2022 to 3/19/2022		
Margaret	Meehan	Principal	3/17/2022 to 3/19/2022	Spring CUE Conf. 2022	Palm Springs
Miguel	Moreno	TOSAITC	3/17/2022 to 3/19/2022	Spring CUE Conf. 2022	Palm Springs
Josh	Roberson	TOSA ITC	3/17/2022 to 3/19/2022	Spring CUE Conf. 2022	Palm Springs
Julia	Wright	Teacher	3/17/2022 to 3/19/2022	Spring CUE Conf. 2022	Palm Springs
	3/2/				

CASBO 2022 Annual Conf. Sacramento 3/29/2022 to 4/1/2022 Associate Supt. Christina Aragon Sacramento 3/29/2022 to 4/1/2022 CASBO 2022 Annual Conf. Vince Madsen Director Sacramento 3/29/2022 to 4/1/2022 CASBO 2022 Annual Conf. Senior Director Michael Martinez CASBO 2022 Annual Conf. Sacramento **Budget Financial Analyst** 3/29/2022 to 4/1/2022 Stenstrom Lisa

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

Supporting Documents



Downey Unified School District Office of the Superintendent

DATE: TO: FROM:

December 14, 2021

Board of Education

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

SUBJECT:

CONFERENCE REQUESTS FROM OTHER THAN EMPLOYEES

ACTION ITEM

The following Conference Requests have been received:

First	<u>Last</u>	Position	<u>Dates</u>	Conference Title	Location
Nancy	Cruz	School Psychologist	1/12/2022 to 1/14/2022	ACSA's 2022 Every Child Counts Symposium	n Palm Desert
Montebello U	nified SD				
Sara	Rego	Assistant Director	1/12/2022 to 1/14/2022	ACSA's 2022 Every Child Counts Symposium	m Palm Desert
Montebello U	nified SD				
Nancy	Cruz	Sign Language Interpreter	3/17/2022 & 3/18/2022	2022 ADR Conf. (Alt. Dispute Resolution)	Riverside
Montebello U	nified SD			Matter and the Control of the Contro	
Doliana	Lizardi	TOSA	3/17/2022 & 3/18/2022	2022 ADR Conf. (Alt. Dispute Resolution)	Riverside
Montebello U	Inified SD				
Elizabeth	Rodarte	Director	3/17/2022 & 3/18/2022	2022 ADR Conf. (Alt. Dispute Resolution)	Riverside
Montebello U	Inified SD				
Alicia	Schafer	TOSA	3/17/2022 & 3/18/2022	2022 ADR Conf. (Alt. Dispute Resolution)	Riverside
Montebello U	Inified SD				

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. 9. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from October 19, 2021 through November 29, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2021-22 PURCHASE ORDER LISTING FOR OCTOBER 19, 2021 - NOVEMBER 29, 2021

	PREFIX	FROM	то
FUND 01.0 GENERAL \$4,100,574.02	PO1 PO2W PO3W	22000000131 22000000300 22000000048	220000000298 220000001232 220000001940
FUND 01.1 SELPA ADMIN UNIT \$94,911.26	PO2W PO3W	220000000883 220000001434	220000001226 220000001939
FUND 01.2 SELPA - DHH \$202,854.85	PO2W PO3W	220000001028 220000001389	22000001040 220000001773
FUND 11.0 ADULT EDUCATION \$393,037.94	PO2W PO3W	22000000139 220000000048	220000001216 220000001928
FUND 13.0 CAFETERIA FUND \$170,752.42	PO2W PO3W	220000000946 220000000082	220000001166 220000001914
FUND 14.0 DEFERRED MAINTENANCE \$880,925.00	PO2W	22000000126	220000001021
FUND 21.0 BUILDING FUND \$700,390.31	PO1 PO2W PO3W	20000000342 20000000365 22000001489	220000000342 220000001214 220000001937
FUND 25.0 CAPITAL FACILITIES FUND \$119,103.00	PO2W	22000001194	220000001194
FUND 40.0 SPECIAL RESERVE FOR CAPITAL OUTLAY \$42,567.83	PO2W	220000000361	220000001169



II. 10. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of September 2021, covered by Payroll Orders issued through October 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

December 14, 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 September 2021, covered by Payroll Orders issued through October 2021.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Self Ins Other
Reg. #272-N		(21.00)	(574.00)			
Reg. #278-N	282.75		36.86			
Reg. #E4F-C	6,550.38					
Reg. #E4F-N		155,616.72	2,015.02	453.20	1,764.07	4
Reg. #H1F-C	1,856.75					
Reg. #H1F-N	250,468.95	13,817.91	53,450.97	2,543.38	174,841.96	
Reg. #279-N	(2,078.72)	22,671.29	2,146.93			
Reg. #284-N	7,040.72	704.10				
Reg. #285-N	420.00				291.69	
Reg. #293-N	246.65	75.56				
Reg. #E4G-N		1,045.00				
Reg. #H1G-C	3,043.50					
Reg #H1G-N	237,921.38	12,208.28	44,293.33	1,365.07	114,797.81	-
Reg #294-N	1,134.00					ļ
Reg #296-N	2,150.00					

TOTAL

\$1,112,580.51



II. 11. RATIFY the B Warrants for Downey Unified School District falling Between warrant numbers 20282932 and 20313581 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning October 1, 2021 and ending October 31, 2021. *⊘*

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

December 14, 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 20282932 and 20313581 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning October 1, 2021 and ending October 31, 2021:

General Fund (01.0)	Total	4,182,846.70
SELPA Administrative Unit Fund (01.1)	Total	45,029.76
SELPA Programs Fund (01.2)	Total	140,934.28
SELPA Pass Through Fund (10.0)	Total	4,955,216.00
Adult Education Fund (11.0)	Total	573,129.99
Cafeteria Fund (13.0)	Total	542,878.58
Deferred Maintenance Fund (14.0)	Total	629,049.48
Building Fund (21.0)	Total	2,210,456.16
Reserve for Capital Outlay Fund (40.0)	Total	31,621.55
Special Reserve Technology Fund (40.2)	Total	35,762.76
Workers' Comp. Self-Insurance Fund (67.1)	Total	89,786.15
Health Care Self-Insurance Fund (67.2)	Total	1,378,594.99
Dental Care Self-Insurance Fund (67.3)	Total	190,347.51
Vision Care Self-Insurance Fund (67.4)	Total	28,989.09
Retirement Medical Self-Insurance Fund (67.5)	Total	103.52
Payroll Clearance Fund (76.0)	Total	1,731,096.07
ayron clourence (



II. 12. APPROVE the Corrected Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first quarter of the 2021-22 school year. \mathscr{O}

Supporting Documents





Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022

District Name: Downey Unified		Date:	October 27, 2021	 :
Person completing this form: Alyda R	. Mir	Title:	Assistant Superintend	ent
Quarter covered by this report (Check C	ne Below): Corrected	d		
✓ 1st QTR ☐ 2nd QTR ☐ 3rd QTR ☐ 4th QTR ☐ 4th QTR ☐ 3rd QTR ☐ 4th QTR ☐ 3rd QTR ☐ 4th QTR ☐ 4th QTR	ecember 31 arch 31 30	Due Due Due	15-Oct 2021 14- Jan 2022 15-Apr 2022 15-Jul 2022	21
Date for information to be reported pub	nciy at governing board i	ncenng	. Boodinger 11, 201	<u> </u>
Please check the box that applies:				
indicated above.	ed with any school in the			
Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.				
	Number of Complaints Received in Quarter	١	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0			
Facilities	0			
Teacher Vacancy and Misassignment	0			
TOTAL	0		4, -, -, -, -, -, -, -, -, -, -, -, -, -,	
Print Name of District Superintendent	John A. Garcia, Jr.,	Ph.D.		
Signature of District Superintendent _			Date 10/27/202	1
Return the Quarterly Summary to: Williams Legislation Implementation I Los Angeles County Office of Education c/o Kirit Chauhan, Williams Settlement 9300 Imperial Highway, ASM/William Downey, CA 90242	on it Legislation			
Telephone: (562) 803-8382 FAX: (562) 803-8325 E-Mail: Chauhan_Kirit@lacoo	e.edu			Rev 07-27-21



II. 13. APPROVE the First Amendment to the Grant Sub-Agreement with the Rancho Santiago Community College District for the Round 1 K-12 Strong Workforce Program grant award effective January 1, 2022.

Supporting Documents



FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND DOWNEY UNIFIED SCHOOL DISTRICT

This First Amendment (hereinafter "Amendment") is entered into on this 25th day of October, 2021, between Rancho Santiago Community College District (hereinafter "RSCCD") and Downey Unified School District (hereinafter "SUBCONTRACTOR"), to amend Agreement #DO-18-2254-11 (hereinafter "Agreement") between the parties dated July 15, 2019 for the Round 1 (2018/19) K12 Strong Workforce Program grant award. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was designated to serve as the Fiscal Agent for the K12 Strong Workforce Program Pathway Improvement funds (hereinafter "Grant") for Los Angeles and Orange Counties, from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, (hereinafter "Prime Sponsor") to sub-grant with Local Educational Agencies to implement projects that strengthen the career education pathways from K-12 to the community college system that pertain to indemand, high-wage occupations in the region;

WHEREAS, the Fiscal Agent role will transition from RSCCD to Pasadena Area Community College District effective January 1, 2022;

WHEREAS, RSCCD will provide transition support services up to March 31, 2022;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

ARTICLE I

Article I.2 Period of Performance is amended as follows:

2. Period of Performance

The period of performance for the SUBCONTRACTOR to use funds to implement the project is July 1, 2019 through December 31, 2021, as identified by the Prime Sponsor.

The end date for the Agreement between RSCCD and SUBCONTRACTOR shall be December 31, 2021, as the Fiscal Agent role will transition to Pasadena Area Community College District effective January 1, 2022. A Transfer Agreement (Exhibit E) has been developed to outline the terms of the transition.

Article I.5 Payment and Invoicing is amended as follows:

Payment and Invoicing
 Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80% and a final payment of 20%. Payment is contingent upon approval by the PRIME SPONSOR or Regional

Agreement No. DO-18-2254-11.01

K12 SWP Pathway Improvement

Consortium, according to the requirements of the PRIME SPONSOR. Payment will not exceed the amount listed under Article I.3. "Total Costs" in the original Agreement.

SUBCONTRACTOR must submit a final invoice by February 15, 2022: 45 days after the end date of the Agreement. RSCCD will provide final invoice instructions to the SUBCONTRACTOR that will include instructions on back-up documentation, forms and reports required to process the final payment.

The Fiscal Agent role will be transitioned to Pasadena Area Community College District, effective January 1, 2022, though RSCCD will provide post-transition services up to March 31, 2022. A Transfer Agreement (Exhibit E) has been added to the Agreement through this First Amendment to document the transition and to modify processes and procedures as needed to implement the transition.

Article I.6 Reporting is amended as follows:

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. RSCCD will provide report requirements and instructions to the SUBCONTRACTOR.

SUBCONTRACTOR will submit project reports and outcomes data as required by the legislation Education Code §88828 (d)(8) (Exhibit D), and as identified in Exhibit D: K12 Strong Workforce Program 2018/2019 RFA-Appendix A: Grantee Requirements and Guidelines (Exhibit C), p.10-11. As per the legislation, failure to provide this data may result in termination of the Grant.

SUBCONTRACTOR will need to report on use of Grant funds and match dedicated to the project, as well as provide a programmatic summary report. Periodic fiscal and narrative progress reports may be requested by the Fiscal Agent or the Regional Consortium at any time.

This First Amendment and the Agreement represent the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this First Amendment to the Agreement to be executed as of the day that both Parties have signed the Amendment.

	O SANTIAGO COMMUNITY GE DISTRICT	SUBCO District	ONTRACTOR: Downey Unified School
By:	Iris Ingram (No. 20, 2021 11:42 PST)	By:	
Name:	Iris I. Ingram	Name:	Christina Aragon
Title:	Vice Chancellor, Business Services	_ Title:	Associate Superintendent, Business Services
Date:	Nov 10, 2021	' Date:	December 14, 2021
Board /	Approval Date: October 25, 2021		95-6006586 Employer/Taxpayer Identification Number (EIN)

Agreement No. DO-18-2254-11.01

K12 SWP Pathway Improvement

First Amendment to Sub-Agreement between RSCCD and Downey Unified School District

List of Exhibits (updated October 2021)

- Exhibit A: K-12 SWP Pathway Improvement Project Plan (certified)
- Exhibit B: Intent to Award Memo from the Chancellor's Office
- Exhibit C: K-12 SWP Pathway Improvement Funds Request for Applications & Program Specifications
- Exhibit D: Education Code Part 54.5 Strong Workforce Program, Section 88827
- Exhibit E: Transfer Agreement to move fiscal agency from RSCCD to Pasadena Area CCD



Building the future through quality education

2323 North Broadway . Santa Ana, CA 92706-1640 . (714) 480-7300 . www.rsccd.edu

Santa Ana College . Santiago Canyon College

EXHIBIT E

TRANSFER AGREEMENT - Round 1 (2018/19) K12 Strong Workforce Program

On August 8, 2021, the Governance Council for the Los Angeles/Orange County Regional Consortium (LAOCRC) approved the request to submit separate renewal applications for the Regional Planning and Coordination Grants, which effectively separated the LAOCRC into two consortia: the Los Angeles Regional Consortium and the Orange County Regional Consortium, effective January 1, 2022. The Governance Council authorized the Transition Sub-Committee to determine the process to implement the separation.

The Regional Consortia is responsible for administering regional funds including K12 Strong Workforce Program (SWP) funds. To implement the separation and minimize disruption to the Local Education Agencies (LEAs) implementing K12 SWP projects, the Transition Sub-Committee agreed to use a Transfer Agreement process. The Transfer Agreement process will transition fiscal agent services and funds balances from Rancho Santiago Community College District (RSCCD) to Pasadena Area Community College District effective January 1, 2022, while leaving the existing K12 SWP agreements, and any related amendments, in effect until the end date for the use of the funds, or until such time as they are formally amended or replaced by Pasadena Area Community College District. Terms and conditions in the agreement and any related amendments that pertain to Regional Consortium or Fiscal Agent processes and procedures may be modified by Pasadena Area Community College District to enable them to fulfill their role as the fiscal agent and host of the Los Angeles Regional Consortium and to adhere to their district's policies and requirements.

RSCCD and Pasadena Area Community College District will jointly develop and disseminate information, guidance and/or detailed instructions to the LEAs to address each phase of the transition process, including submission of invoices, processing agreements, compliance questions, etc., after January 1, 2022.

By signing below the Parties indicate their understanding and acknowledgement of the Transfer Agreement.

Name	Title	Signature	
Rancho Santiago (Community College District		
Iris I. Ingram	Vice Chancellor, Business Services	tris Ingram (Nov 10, 2021 11:42 PST)	Nov 10, 202
Name	Title	Signature	
Pasadena Area Co	mmunity College District		
Name	Title	Signature	

Agreement No: DO-18-2254-11.01

BOARD OF TRUSTEES:
Tina Arias Miller, Ed.D. • David Crockett • John R. Hanna • Zeke Hernandez • Lawrence "Larsy" R. Labrado • Sal Tinajero • Phillip E. Yarbraugh
CHANCELLOR:
Marvin Martinez



II. 14. APPROVE the First Amendment to the Grant Sub-Agreement with the Rancho Santiago Community college District for the Round 3 K-12 Strong Workforce Program grant award effective January 1, 2022.

Supporting Documents



FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND DOWNEY UNIFIED

This First Amendment (hereinafter "Amendment") is entered into on this 25th day of October, 2021, between Rancho Santiago Community College District (hereinafter "RSCCD") and Downey Unified (hereinafter "SUBCONTRACTOR"), to amend Agreement #DO-20-2504-15 (hereinafter "Agreement") between the parties dated February 8, 2021, for the Round 3 (2020/21) K12 Strong Workforce Program grant award. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was designated to serve as the Fiscal Agent for the K12 Strong Workforce Program Pathway Improvement funds (hereinafter "Grant") for Los Angeles and Orange Counties, from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, hereinafter "Prime Sponsor," to sub-grant with Local Educational Agencies to implement career education projects that connect to in-demand, high-wage occupations in the region and build K-12 to community college pathways;

WHEREAS, the Fiscal Agent role will transition from RSCCD to Pasadena Area Community College District effective January 1, 2022;

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

ARTICLE I

Article I.2 Period of Performance is amended as follows:

2. Period of Performance

The period of performance for the SUBCONTRACTOR to use funds to implement the project is January 1, 2021 through June 30, 2023, as identified by the Prime Sponsor.

The end date for the Agreement between RSCCD and SUBCONTRACTOR shall be December 31, 2021, as the Fiscal Agent role will transition to Pasadena Area Community College District effective January 1, 2022. A Transfer Agreement (Exhibit E) has been developed to outline the terms of the transition.

Article I.5 Payment and Invoicing is amended as follows:

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 70% and a final payment of 30%. Payment is contingent upon approval by the PRIME SPONSOR or Regional Consortium, according to the requirements of the PRIME SPONSOR. Payment will not exceed the amount listed under Article I.3. "Total Costs" in the Agreement.

As the Fiscal Agent role will be transitioned to Pasadena Area Community College District, effective January 1, 2022, RSCCD will provide guidance and/or instructions related to invoicing and payment to SUBCONTRACTOR up to December 31, 2021; thereafter guidance and instructions will be provided by Pasadena Area Community College District. A Transfer Agreement (Exhibit E) has been added to the Agreement through this First Amendment to document the transition and to modify processes and procedures as needed to implement the transition.

Article I.6 Reporting is amended as follows:

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. RSCCD will provide guidance and instructions pertaining to reporting requirements to the SUBCONTRACTOR up to December 31, 2021; thereafter such guidance and instructions will be provided by Pasadena Area Community College District.

SUBCONTRACTOR will submit project reports and outcomes data as required by the legislation Education Code §88828 (d)(8) (Exhibit D), and as identified in Exhibit D: K12 Strong Workforce Program 2020-2021 RFA-Appendix A: Grantee Requirements and Guidelines (Exhibit C), p.36-37. As per the legislation, failure to provide this data may result in termination of the Grant.

SUBCONTRACTOR will need to report on use of Grant funds and match dedicated to the project, as well as provide a programmatic summary report.

Periodic fiscal and narrative progress reports may be requested by the Fiscal Agent or the Regional Consortium at any time.

This First Amendment and the Agreement represent the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this First Amendment to the Agreement to be executed as of the day that both Parties have signed the Amendment.

The second secon	O SANTIAGO COMMUNITY BE DISTRICT	SUBCC	ONTRACTOR: Downey Unified
By:	Ind Ingram (Nov.10, 2021 16:15 PST)	By:	
Name:	Iris I. Ingram	Name:	Christina Aragon
Title:	Vice Chancellor, Business Services	Title:	Associate Superintendent, Business Services
Date:	Nov 10, 2021	Date:	December 14, 2021
Board A	Approval Date: October 25, 2021		95-6006586 Employer/Texpayer Identification Number (EIN)

Agreement No. DO-20-2504-15.01

K12 SWP Pathway Improvement

First Amendment to Sub-Agreement between RSCCD and Downey Unified

List of Exhibits (updated October 2021)

Exhibit A: K-12 SWP Pathway Improvement Project Plan (certified)

Exhibit B: Intent to Award Memo from the Chancellor's Office

Exhibit C: K-12 SWP Pathway Improvement funds Request for Applications and Program Specifications

Exhibit D: Education Code Part 54.5 Strong Workforce Program, Section 88827

Exhibit E: Transfer Agreement to move fiscal agency from RSCCD to Pasadena Area CCD



Building the future through quality education

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Santa Ana College . Santiago Canyon College

EXHIBIT E

TRANSFER AGREEMENT - Round 3 (2020/21) K12 Strong Workforce Program

On August 8, 2021, the Governance Council for the Los Angeles/Orange County Regional Consortium (LAOCRC) approved the request to submit separate renewal applications for the Regional Planning and Coordination Grants, which effectively separated the LAOCRC into two consortia: the Los Angeles Regional Consortium and the Orange County Regional Consortium, effective January 1, 2022. The Governance Council authorized the Transition Sub-Committee to determine the process to implement the separation.

The Regional Consortia are responsible for administering regional funds, including K12 Strong Workforce Program (SWP) funds. To implement the separation and minimize disruption to the Local Education Agencies (LEAs) implementing K12 SWP projects, the Transition Sub-Committee agreed to use a Transfer Agreement process. The Transfer Agreement process will transition fiscal agent services and funds balances from Rancho Santiago Community College District (RSCCD) to Pasadena Area Community College District effective January 1, 2022, while leaving the existing K12 SWP agreements, and any related amendments, in effect until the end date for the use of the funds, or until such time as they are formally amended or replaced by Pasadena Area Community College District. Terms and conditions in the agreement and any related amendments that pertain to Regional Consortium or Fiscal Agent processes and procedures may be modified by Pasadena Area Community College District to enable them to fulfill their role as the fiscal agent and host of the Los Angeles Regional Consortium and to adhere to their district's policies and requirements.

RSCCD and Pasadena Area Community College District will jointly develop and disseminate information, guidance and detailed instructions to the LEAs to address each phase of the transition process, including submission of invoices, processing agreements, compliance questions, etc., after January 1, 2022.

By signing below the Parties indicate their understanding and acknowledgement of the Transfer Agreement.

Name	Title	Signature	
Rancho Santiago (Community College District		
Iris I. Ingram	Vice Chancellor, Business Services	des legram (No. 10, 2021 1015 PS1)	Nov 10, 2021
Name	Title	Signature	
Pasadena Area Co	mmunity College District		
Name	Title	Signature	120

Agreement No: DO-20-2504-15.01

BOARD OF TRUSTEES

Tina Arias Miller, Ed D. . David Crockett . John R. Hanno . Zeke Hernandez . Lawrence "Larry" R. Lubrado . Sal Tinajero . Phillip E. Yarbraugh

CHANCELLOR.

Marvin Martinez



II. 15. APPROVE Amendment No. 2 to Lease-Leaseback Construction Contract pursuant to Request for Proposals #2019/2020-01 for Preconstruction and Lease-Leaseback Services for the Doty Middle School Modernization Project, to Erickson-Hall Construction Company, Escondido, in the amended Guaranteed Maximum Price of \$33,298,518.00, to be charged to Measure O Bond Funds.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

December 14, 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:

AMENDMENT NO. 2 TO LEASE-LEASEBACK CONTRACT FOR

CONSTRUCTION SERVICES FOR THE DOTY MIDDLE SCHOOL

MODERNIZATION PROJECT

ACTION ITEM

On December 10, 2019, the District awarded the Project to the firm that the District determined to be the best value to the District, Erickson-Hall Construction Company, Escondido, and approved entering into a Lease-Leaseback Construction Contract with the District to provide at that time preconstruction services only on the Project and aid in the development of the Guaranteed Maximum Price (GMP). Erickson-Hall has followed a solicitation process as required by Section 17406 for the procurement of subcontractors and they and District staff have negotiated a GMP of \$33,298,518.00.

At the time of the Guaranteed Maximum Price (GMP) award, the project budget was \$47,435,376.00, which included the GMP price of \$33,298,518.00, a District contingency of \$1 million, and a project contingency of \$4,625,872.00. the final approved GMP number did not include the budgeted District contingency at the time of the award. Based on the amount of added scope up to this point in the construction process, staff is recommending an amendment to the GMP to include \$750,000.00 of the \$1 million District contingency to cover the cost of this added scope.

District staff has prepared a second amendment to the lease-leaseback contract documents for the Project based on the forms attached to the RFP.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Amendment No. 2 to Lease-Leaseback Construction Contract pursuant to Request for Proposals (RFP) #2019/2020-01 for Preconstruction and Lease-Leaseback Services for the Doty Middle School Modernization Project, to Erickson-Hall Construction Company, Escondido, in the amended Guaranteed Maximum Price (GMP) of \$33,298,518.00, to be charged to Measure O Bond Funds.

AMENDMENT NO. 2 TO LEASE-LEASEBACK DOCUMENTS BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT AND

ERICKSON-HALL CONSTRUCTION CO., INC. (DOTY MIDDLE SCHOOL PROJECT)

This Amendment No. 2 to the Lease-Leaseback Documents ("Amendment No. 2") is made and entered into on December 14, 2021, between Downey Unified School District ("District") and Erickson-Hall Construction Co., Inc. ("Contractor"). The District and Contractor may be individually referred to as a "Party", or collectively referred to as the "Parties".

RECITALS

- A. WHEREAS, the Parties entered into the following two leases pursuant to Education Code section 17406, et seq. under which Contractor is obligated to provide construction services for the Doty Middle School Project ("Project"):
 - 1. Site Lease by and between the Parties, dated as of January 13, 2020 ("Site Lease"); and
 - 2. Facilities Lease by and between Parties, dated as of January 13, 2020 ("Facilities Lease")

(collectively, with all incorporated exhibits, the "Lease-Leaseback Documents"); and

- B. WHEREAS, at the time the Parties executed the Lease-Leaseback Documents, the Contractor was only required to perform Preliminary Services, and to procure subcontractors prior to the Parties finalizing a Guaranteed Project Cost for the Project; and
- C. WHEREAS, on or about May 5, 2020, the District's Board of Education (the "Board") approved Amendment No. 1 to the Lease-Leaseback Documents that, amongst other things, amended the Facilities Lease to include a Guaranteed Project Cost for the Project, and included a Contingency in the amount of \$1,523,900 within the Guaranteed Project Cost; and
- D. WHEREAS, by way of this Amendment No 2, the Parties desire to add an additional \$750,000 to the Contingency, as further set forth herein.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

- 1. REPLACE Section 3 of Exhibit C of the Facilities Lease with the Following:
 - 3. Guaranteed Project Cost (or Guaranteed Maximum Price). Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for Thirty-Four Million Forty-Eight Thousand Five Hundred Eighteen Dollars (\$34,048,518) ("Guaranteed Project Cost" or "GPC" or "Guaranteed Maximum Price" or "GMP"). Except as indicated herein for modifications to the Project approved by the District pursuant to Exhibit D, or by written amendment, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus Interest as indicated herein. The Guaranteed Project Cost includes the following components and as further detailed herein:
- 2. REPLACE Section 3.6 of Exhibit C of the Facilities Lease with the following:

- 3.6. Contingency. A Contingency of Two Million Two Hundred Seventy-Three Thousand Nine Hundred Dollars (\$2,273,900) is included in the Guaranteed Project Cost and may be used at the Contractor's request if approved in advance by the District. If the District chooses to utilize all or a portion of the Contingency, the District shall notify the Contractor in writing in accordance with Exhibit D to the Facilities Lease. The unused portion of the Contingency shall be retained by the District at the end of the Project.
- REPLACE Section 4.1 of Exhibit C of the Facilities Lease with the following:
 - 4.1. Tenant Improvement Payments. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor Thirty-Two Million Four Hundred Eighty-Five Thousand Five Hundred Eighteen Dollars (\$32,485,518) ("Tenant Improvement Payment(s)"), based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (Exhibit G to the Facilities Lease) and pursuant to the provisions in Exhibit D to the Facilities Lease.
- 4. <u>REPLACE</u> the third (3rd) bullet point under the heading "<u>Construction Schedule</u>" in Amended Exhibit F to the Facilities Lease with the following:
 - Project Completion shall be on or before <u>February 25, 2022</u>.
- 5. The Parties acknowledge that this Amendment No. 2 is subject to approval or ratification by the Board. In the event that the Board rejects this Amendment No. 2, the Parties shall not be deemed to have waived any rights with respect to the Lease-Leaseback Documents.
- 6. All other provisions of the Lease-Leaseback Documents shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 2 and any provision of the Lease-Leaseback Documents or Amendment No. 1, the provisions of this Amendment No. 2 shall control.
- 7. This Amendment No. 2 is considered a completely integrated agreement, supersedes all previous contracts of any kind, oral or written, concerning the subject matter contained herein and constitutes the entire understanding and agreement of the Parties hereto. No extrinsic evidence whatsoever may be admitted to at all alter or amend the terms of this agreement, unless evidenced by an amendment to the Lease-Leaseback Documents superseding this Amendment No. 2. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Contractor specifically acknowledges that in entering this Amendment No. 2, Contractor relies solely upon the provisions contained in this Amendment No. 2.

ACCEPTED AND AGREED on the date indicated below:

Dated:	Dated: November 17, 2021
Downey Unified School District	Erickson-Hall Construction Co., Inc.
Ву:	Ву:
Print Name: Christina Aragon	Print Name: Justin Sinnott
Print Title: Associate Superintendent, Business Services	Print Title: Project Executive



II. 16. RATIFY Addendum to Service Agreement No. 202122-48 with Jewish Family & Children's Service of Long Beach & West Orange County to add two additional hours per week at True Lasting Connections (TLC) from November 1, 2021 through May 31, 2022.

Supporting Documents



Addendum to the 2021 – 2022 Agreement between Jewish Family & Children's Service of Long Beach & West Orange County (JFCS) and Downey Unified School District (DUSD) Service Agreement No. 202122-48

This document is in reference to an agreement with the effective date of 7/1/2021 between the following parties named below.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Addendum to the agreement:

JFCS will provide two additional hours per week at TLC to facilitate the "TLC Cares" grief support group. Services will begin November 1st, 2021 and will terminate on May 31st, 2022. The cost of services shall not exceed \$2,100.00.

No other terms or conditions of the above mentioned agreement shall be negated or changed as a result of this stated addendum.

Norma Stein, President

Jewish Family and Children's Service

Signature _____ Date ____ Date __

Jewish Family and Children's Service

Christina Aragon, Associate Superintendent Business Services

Downey Unified School District



II. 17. APPROVE Amendment #1 to Agreement No. 202122-56 with AVID Center to provide a license to utilize AVID products and services by District middle and high schools from July 1, 2021 through June 30, 2022.

Supporting Documents



AVID Center



Amendment to Products and Services Quote/Order

Client:

Downey Unified School District

AVID Representative: Katheryn Ramirez

Address:

11627 Brookshire Ave

Phone:

(858) 380-4784

Downey, CA, 90241

Email:

karamirez@avid.org

Amendment Effective Date: July 1, 2021

Expiration Date:

June 30, 2024

2021-22 Downey USD Quote/Order #: Q-81198

District F	roducts			
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 2	\$4000.00	\$0.00	\$4000.00
1	AVID District Leadership Year I	\$6000.00	\$0.00	\$6000.00
		SUBT	OTAL	\$ 10,000.00

	UNIT PRICE	DISCOUNT	PRICE
AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
		AVID Weekly Secondary \$595.00	A VID Wellociship rees seedham)

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00

PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
	AVID Membership Fees Secondary	AVID Membership Fees Secondary \$4099.00	AVID Membership Fees Secondary \$4099.00 \$0.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
1	AVID Weekly Secondary	The state of the s	OTAL OTAL	\$ 4,

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
		SUBT	OTAL	\$ 4,679.0

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
l	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
	A TID Weekly Seesineary		OTAL	\$ 4,679

2022-23 Downey USD Quote/Order #: Q-81702

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 2	\$4000.00	\$0.00	\$4000.00
	AVID District Leadership Tear 2		OTAL	\$ 4,000

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.0

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.0

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
and the second	J =	SUBT	OTAL	\$ 13,179.0

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
	and the second s	SUBT	OTAL	\$ 13,179.0

Cusaman	Middle Schoo
Nuceman	winding achoo

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
		SUBT	OTAL	\$ 13,179.00

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4099.00	\$0.00	\$4099.00
1	AVID Weekly Secondary	\$595.00	\$15.00	\$580.00
10	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$750.00	\$8500.00
- Carrier Carr	1	SUBT	OTAL	\$ 13,179.0

Quote Summary:

Quote#	Quote Start Date	Quote End Date	Subtotal
Q-81198	July 1, 2021	June 30, 2022	\$ 38,074.00
Q-81702	July 1, 2022	June 30, 2023	\$ 83,074.00
	Service Control of the Control of th	Grand Total	\$ 121,148.00
		*plus al	l applicable taxes

Additional Comments:

This Amendment revises Quote Q-81198 for 2021-2022 and Quote Q-81702 for 2022-2023 of the multi-year Agreement for 2021-2024.

Each Quote has been revised as follows:

Quote Q-81198: Total Amount has been increased from \$32,074.00 to \$38,074.00 as a result of the following revisions:

- Added AVID District Leadership Year 1 for new Co-District Director, Bageshree Bhakta
 Quote Q-81702: Total Amount has been increased from \$79,074.00 to \$83,074.00 as a result of the following revisions:
 - Added AVID District Leadership Year 2 for new Co-District Director, Bageshree Bhakta

Quote Q-81703: Total Amount remains the same at \$79,074.00 as no revisions were applied.

This Amendment to AVID Center Products and Services Quote/Order # Q-81198 and Q-81702 (this "Amendment") is hereby entered into by AVID Center, a California non-profit corporation ("AVID Center"), and the "Client" identified above and amends the AVID Agreement with respect to the AVID Products and Services specified in this Amendment effective as of the Amendment Effective Date above. Except as modified herein, the AVID Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control. Each party has caused this Amendment to be signed by its duly authorized representative.

AVID Center, a California Non-Profit Corporation 501(c)(3)	Downey Unified School Dist
Ву:	Ву:
rint	Print Christina Aragon
Title:	Title: Assoc. Supt. Bus. Svcs.
Date:	Date: December 14, 2021
Email: contracts@avid.org	Email: caragon@dusd.net
AVID Center 9797 Aero Drive, Suite 100 San Diego, CA 92123 Employer ID # 33-0522594	



II. 18. RATIFY Service Agreement No. 202122-170 with Gallagher Pediatric Therapy for Compensatory Occupational Therapy Services from July 12, 2021 through June 30, 2022.

Supporting Documents



scan1369

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

SERVICE AGREEMENT Agreement No. 202122-170

etv and agre	S AGREEMENT made and entered into this 6th of July , 2021 by and ween Gallagher Pediatric therapy , hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually see as follows:
	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Compensatory Occupational Therapy Services (not to exceed 40 hours) / Student # 602450 (OR)
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$3,280.00, not to exceed \$3,280.00 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 12, 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.
- 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.	202122-170

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

Downey Unified School District
Service Agreement No. 202122-170



DISTRICT

Business Services

Downey, CA 90241

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

Gallagher Pediatric Therapy

233 East Orangefair Avenue

Occupational Therapy

Fullerton, CA 92832

Contact: Debbie Black	Contact:	Rebecca Casillas, Administrative Supv.
(562)469-6521/dblack@dusd.net	Phone/email:	714-870-6116, rcasillas@gptkids.com
(362)469-032 (10b)ack(@dd3d.)161	1 Honoroman.	
IN WITNESS WHEREOF, this Agreement named parties, on the date indicated be	ent has been ac low:	cepted and agreed by the below
DISTRICT	SER	VICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRIC	<u> </u>	
	7	My ho, m, inse
Signature	Sign	naturie
Print Name: Christina Aragon	Pri	nt Name: Mary Kay Gallagher MAND TO IL
Print Title: Associate Superintendent Business Services	Pri	nt Title: President
Date:12/14/2021	Da	te: 1/22/2/
District us	e only below l	ine
Account Number to be Charged	.1-65000.0-5	7600-31400-5816-7430000
Rebekah Ruswick, Director of		
Name and Title of Site Administrator-P	TO SECURITION OF THE PARTY OF T	
Rebekak Ruswick		
Signature of Site Administrator		Date
Signature of Program Director ONLY I	F using catego	rical funds Date
Downey Unified School District Service Agreement No. 202122-170		Page 4 of 4



II. 19. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-292 with Edison Fire Protection, Inc. to provide Ansul fire suppression services in the kitchen areas at the school cafeterias from November 3, 2021 through June 30, 2022.

Supporting Documents



scan1370

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 Edison Fire Protection, 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			
	Ansul fire suppression service for 20 school site kitchens				
	-				

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 3 , 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 \$3760.00 ____, 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. T [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	- .	
Distric	t Representative's Name and Title	Marc Milton, I	Director of Food Service
	t Representative's Signature:	Marc Milton	Digitally signed by Marc Milton Date: 2021.10.04 11:08:29 -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

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.	202122-292
Agreement No.	LUL ILL DUL

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

	CONTRACTOR:
Date:	Date: 10/5/2021
Downey Unified School District	Digitally signed by STEVE VARGAS
Crowstans	Dale: 2021, 10.05 09:12:00 -07'00' SIGNATURE
SIGNATURE	
Christina Aragon Associate Superintendent, Busine	Steve Vargas PRINT NAME
Services	
	Director of Operations PRINT TITLE
Information regarding Contrac	
Have you ever paid into or are yo	ou a retiree of CalSTRS/CalPERS? Yes No ✓
	Title:
Address:	Email:
	Phone:
D	istrict use only below line
	sistrict use only below line 53100.0-00000-37000-5630-1100000, 13.0-53100.0-00000-37000
count number to be charged: 13.0-	
	53100.0-00000-37000-5630-1100000, 13.0-53100.0-00000-37000
count number to be charged: 13.0- arc Milton, Director of Food Service ame and Title of site Administrator	53100.0-00000-37000-5630-1100000, 13.0-53100.0-00000-37000 - Please print Digitally signed by Marc Milton
count number to be charged: 13.0- arc Milton, Director of Food Service are and Title of site Administrator	53100.0-00000-37000-5630-1100000, 13.0-53100.0-00000-37000 - Please print Digitally signed by Marc Milton Date: 2021.10.04 11:13:48 -07'00' October 4, 2021
count number to be charged: 13.0- arc Milton, Director of Food Service are and Title of site Administrator	53100.0-00000-37000-5630-1100000, 13.0-53100.0-00000-37000 - Please print Digitally signed by Marc Milton

Agreement No.	202122-292
Adjuctification in	

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. Date: October 4, 2021 District Representative's Name and Title: Marc Milton, Director of Food Service Digitally signed by Marc Milton Date: 2021.10.04 11:14:50 -07'00' District Representative's Signature: Marc Milton 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.	202122-292	
Agreement	No.	ZUZ IZZ	.02

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.

a of Contractor		Edison Fire Protection, Inc.	
ne of Contractor:	8-8	Digitally signed by STEVE VARGAS Date: 2021.10.05 09:11:39 -07'00'	

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

END OF DOCUMENT



II. 25. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-332 with Behavioral Emotional and Academic Mentoring, LLC to provide comprehensive psychoeducational assessments for students with special needs from November 15, 2021 through June 30, 2022.

Supporting Documents



scan1371

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of October 15, 2021, between the **Downey Unified School District** ("District") and Behavioral Emotional and Academic Mentoring, LLC ("Contractor"). The District and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1.	Services. The Contractor shall furnish to the District Comprehensive psychoeducational
	assessment, including academic achievement testing and IEP participation, due to pandemic related
	accumulation of initial and triennial assessments for students with special needs.

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 9/14/21

PAGE 1

- Term. Contractor shall commence providing Services under this Agreement on <u>November 15</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 \$210,000 , 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 walves 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 of the District.
am authorized to execute this certificate on behalf	of the bistrict.

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;
 - 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@dusd.net

Name: Behavioral Emotional and Academic NATTN: JOE RUBIO
ADDRESS: 7008 Bright Avenue
Whittier, CA 90602
FAX: joseph@beam-llc.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 mall. 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.

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

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. CONTRACTOR: DISTRICT: Date: __12/14/21 Company: Behavioral Emotional and Academic Downey Unified School District SIGNATUR SIGNATURE Christina Aragon PRINT NAME Associate Superintendent, Business Services CHIEF EXECUTIVE PRINT TITLE Information regarding Contractor: Have you ever paid into or are you a retiree of CaiSTRS/CalPERS? Yes Title: Contact Name: _Email: . Phone: _ District use only below line Account number to be charged: ___01.0-65370.0-57600-11100-5890-7430000 Rebekah Ruswick, Director of Special Education Name and Title of site Administrator - Please print Busics Digitally eigned by Rebekah Ruswick Date: 2021.10.15 16:27:35 -07'00' Rebekah Ruswick October 15, 2021 Date Signature Signature of Program Director ONLY If using categorical funds Date

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

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:

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 to 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: 10/19	2021
Name of Contractor:	Behavioral Emotional and Academic Mentoring, LLC
Signature:	Jellie
Representative's Name and	TITLE: JOSEPH 2-350 CED

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

END OF DOCUMENT



II. 26. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-333 with Dynamic Education Services, Inc. to provide reading intervention services for student with special needs from October 13, 2021 through June 30, 2022.

Supporting Documents



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INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

NON-CONSTRUCTION SERVICES	
This Independent Contractor Agreement ("Agreement") is made as of October 13, 2021, between the Downey Unified School District ("District") and Dynamic Education Services, 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 Provide student	
with 60 hours of reading intervention/instruction services.	
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 fallure 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 13 , 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 six thousand, nine hundre Dollars (\$6,900.00), 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 CaiSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

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

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

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

16.6. Other Insurance Provisions:

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

Agreement No. 202122-333

- 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: Dynamic Education Services, Inc.

ATTN: Jonas Maceda

ADDRESS: 2510 East Jamison Street

Anaheim, CA 92806

EMAIL: jonas@dynamicservices.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.

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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



Agreement No. 202122-333

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

DISTRICT:	CONTRACTOR:	
Date:12/14/21	Date:	
SAMONE OF THE STATE OF THE STAT	Company:	
Downey Unified School District	Jonas Maceda Digitally signed by Jonas Maceda Date: 2021.10.23 18:26:40 -07:00	
SIGNATURE	SIGNATURE	
	Jonas Maceda	
Christina Aragon Associate Superintendent, Business	PRINT NAME	
Services	CEO/Director	
	PRINT TITLE	
Contact Name:	ee of CalSTRS/CalPERS? Yes No X Title: Email: Phone:	
District u	se only below line	
ccount number to be charged: 01.0-6536	0.0-50100-31500-5804-7430000	
Rebekah Ruswick, Director of Special Education		
lame and Title of site Administrator - Please	print	
Pebekak 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. 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.

authorized to execute this certificate on behalf of the District.

As an authorized District official, I am familiar with the facts herein certified, and 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 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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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: _	0/22/2021		
Marian Dan	Contractor:	Dynamic Educa	tion Services, Inc.
Signatur	longe	Maceda	Digitally signed by Jonas Maceda Date: 2021.10.23 18:26:56 -07'00'
			Jonas Maceda, CEO/Director

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

END OF DOCUMENT



II. 27. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-335 with Peak Realty Company to provide classroom instruction for Real Estate classes through the Downey Adult School from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1373

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of _____, 2021, between the Downey Unified School District ("District") and September 28 **Peak Realty Company** ("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 Instruction for Real Estate classes during the 2021-2022 school year for the Downey Adult School at 7825 Florence Avenue in the City of Downey. 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

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- 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.
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 Dollars (\$2,000), 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. 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, llabilities, 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-relatingthereto 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 Oollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer walves 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 be	ehalf 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 mall, 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: Peak Realty Company

ATTN: Edwin Huber

ADDRESS: 5900 Canoga Avenue, Suite 150

Woodland Hills, CA 91367 FAX: (562) 928-1474

EMAIL: berthas@c21peak.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. __202122-335

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. O 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.

November 3, 2021

Date:	7,1.55. 0, 252.
District Representa	ative's Name and Title: Branca Rochin, Principal
	ative's Signature: Sanun Roca.
District Represent	active's Signature.
B. The following Cor students (as determined	ntractor Parties have more than limited contact with District by District) during the Term of this Agreement:
[Attach and sign addition	al pages, as needed.]
no cost to District, ha procedures establishe Bureau of Investiga fingerprints reveal th	s not a Sole Proprietor, all of the Contractor Parties noted above, at we completed background checks and have been fingerprinted under ed by the California Department of Justice ("DOJ") and the Federal ition ("FBI"), and the results of those background checks and lat none of these Contractor Parties have been arrested or convicted the felony, as defined by the California Penal Code; OR
agreed to allow the I as required by Educa California Departmen	is a Sole Proprietor, all of the Contractor Parties noted above have District to process and submit background checks and fingerprinting, ation Code section 42125.1(k), under procedures established by the nt of Justice and the Federal Bureau of Investigation, and the results checks and fingerprints must reveal that Contractor and none of the fany, have been arrested or convicted of a serious or violent felony, diffornia Penal Code.
As an authorized authorized to exe	District official, I am familiar with the facts herein certified, and am ecute this certificate on behalf of the District.
Date:	·
	epresentative's Name and Title:
	epresentative's Signature:
No Services shall comm	nence 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 ÁGREEMENT (NON-CONSTRUCTION SERVICES)
DOWNEY UNIFIED SCHOOL DISTRICT — Revised 8/20/2021

PAGE 10

Agreement No. 202122-335

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

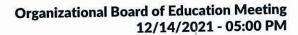
Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors 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:		_
	Penx renty io.	_
Signature:		
Representative's Name	and Title: Edwin the Managel	_

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

END OF DOCUMENT





II. 28. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-336 with Rob Wiltsey Creative Partners (School Shine) to provide video updates to District construction/modernization projects from November 3, 2021 through November 30, 2021.

Supporting Documents



scan1374

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 Rob Wiltsey Creative Partners (School Shine) ("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:

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tage.
and an

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 ("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.

- Term. Contractor shall commence providing Services under this Agreement on <u>November 3</u>, 20²¹, and shall continue through <u>November 30</u>, 20<u>21</u> ("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 \$4,500.00 , 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

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.

	11/2/21	_		
Distric	t Representative's Name and Title	: Ashley Greaney - Pub	olic Information Officer	
	ct Representative's Signature:	A . I I	Digitally signed by Ashley Greaney Date: 2021.11.02 16:37.06 -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

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.	202122-336
Agreement no.	- Continue to the contract of

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

	CONTRACTOR:	
Date:	Date: 11/2/2021	
Downey Unified School District	Company: Rob Wiltsey Creative Partners (School	
Downey Chines School District	Rob Wiltsey Date: 2021:11.02 13:18:56-07'00'	
SIGNATURE	SIGNATURE	
Christina Aragon	Rob Wiltsey	
Associate Superintendent, Business Services	PRINT NAME	
	CEO	
	PRINT TITLE	
Information regarding Contractor: Have you ever paid into or are you a retir	ree of CalSTRS/CalPERS? Yes No ✓	
	Title:	
	Email:	
Address.	Cilidii.	
	Phone:	
District u	use only below line	
District u	use only below line	
District uncount number to be charged: 01.0-03000.0-0	Phone:	
District uncount number to be charged: 01.0-03000.0-0	Phone:	
	Phone:	
District uccount number to be charged: 01.0-03000.0-0 ame and Title of site Administrator – Please	Phone:	

Agreement No.	202122-336
Agreement No.	ZOL ILL OOG

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. T 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: 11/2/21
District Representative's Name and Title: Ashley Greaney, Public Information Officer
District Representative's Signature: Ashley Greaney District Representative's Signature: Ashley Greaney District Representative's Signature:
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.]
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. __202122-336

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:	2/11/21		
Name of (of Contractor:	Rob Wiltsey Creative Partners (School Shine)	
	Dab Miltony	Digitally signed by Rob Wiltsey Date: 2021.11.02 13:19:44 -07'00'	
Representative's Name and Title:		Rob Wiltsey, CEO	

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

END OF DOCUMENT



II. 30. RATIFY Agreement No. 202122-339 (Contract #21-0011) with Venue Tech Management Group to provide the use of the Downey Theatre for various District-sponsored events during the 2021-22 school year.

Supporting Documents



scan1375

RENTAL AGREEMENT

Downey Civic Theatre Contract # 21-0011

THIS AGREEMENT is entered into the 5- day of November 2021, between Downey Unified School District located at 11627 Brookshire Avenue Downey, CA 90241 (the "CLIENT") on the one hand, and VenueTech Management Group, a California Corporation, agent for the City of Downey ("VENUETECH") on the other hand, collectively the "PARTIES".

- a) Whereas, Downey Civic Theatre is a public entertainment facility ("THEATRE");
- b) Whereas, THEATRE is owned by the City of Downey ("CITY") and is managed and operated by VENUETECH, on behalf of CTTY:
- Whereas, CLIENT wishes to use THEATRE for "Downey Unified School District Concerts 2021/22 Fiscal Year" and agrees to enter into an agreement for the rental of THEATRE:

Now, Therefore, CLIENT and VENUETECH agree as follows:

- Purpose. CLIENT shall be granted the right to use the THEATRE for the sole purpose of the production of "Downey Unified School District Concerts" on dates as listed below:
- 2) 12/7/21 - DUSD eSports
- 12/8/21 WHS Winter Band Concert
- 12/9/21 DHS Winter Band Concert
- 12/13/21 Doty MS Winter Concert
- 12/14/21 WHS Choir Winter Concert
- 12/15/21 Doty MS Winter Concert
- 3/31/21 DHS Viking Awards
- 5/2/21 DHS Dance Review
- 5/3/21 DHS Dance Review
- 5/4/21 DHS Dance Review
- 5/5/21 DHS Dance Review
- 5/9/21 Doty MS Spring Concert
- 5/10/21 Doty MS Spring Concert
- 5/11/21 DHS Spring Concert
- 5/12/21 WHS Spring Band Concert
- 5/15/21 DHS Theatre Program
- 5/16/21 DHS Theatre Program
- 5/17/21 DHS Theatre Program
- 5/18/21 DHS Theatre Program
- 5/19/21 DHS Theatre Program
- 5/20/21 DHS Theatre Program
- 5/25/21 WHS Senior Awards
 - 3) Changes to these dates and times may occur and will be confirmed in Facility Rental Planning Guide Exhibit B.
 - 4) Payment & Fees. CLIENT agrees to tender payment to City of Downey, for the rights hereby granted, a rental fee as well as other fees, costs and reimbursable expenses based on the fee schedule included in the THEATRE USE POLICIES attached hereto as EXHIBIT A.
 - 5) Regulations & Policies. CLIENT agrees to abide by all of the regulations contained in the THEATRE USE POLICIES ("Exhibit A"), receipt of which is hereby acknowledged by CLIENT, and all additional requirements as instructed by Theatre Manager relating to the safe and professional presentation of EVENT.
 - Obligations of Client. CLIENT agrees to provide all information requested on the THEATRE RENTAL PLANNING GUIDE, attached hereto as Exhibit B.

- 7) Insurance & Indemnification. Throughout the term of this Rental Agreement, at CLIENT'S sole cost and expense, CLIENT shall keep or cause to be kept in full force and effect, for the mutual benefit of CITY and VENUETECH the following insurance coverage:
 - a. General Liability. Commercial general liability insurance comprehensive broad-form including public hability and property damage insurance against claims and liability for personal injury, death or damage arising from the use and/or occupancy of the Theatre, or use of adjoining areas of at least One Million Dollars (\$1,000,000.00) in single and aggregate coverage. City of Downey, City's officials, officers, employees, volunteers and agents, and VenueTech Management Group and VenueTech Management Group's officers, employees and agents, shall each be named in the policy as additional insured. All such policies shall contain language, to the extent obtainable, to the effect that (1) the insurer waives the right of subrogation against CITY and its elected officials, officers, agents, employees and/or representatives, and against VENUETECH and its officers, agents, employees and/or representatives; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY or VENUETECH, and (3) they may not be canceled or materially changed except upon thirty (30) days prior written notice by the insurer to the CITY and VENUETECH.
 - b. <u>Automobile Liability Insurance</u>. Automobile liability insurance, including, non-owned and hired automobiles used by the Client or its employees in the performance of this Agreement shall have a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.
 - required by the laws of the State of California including statutory coverage for Employers Liability with limits not less than one million dollars (\$1,000,000); such worker's compensation coverage shall provide that the insurer waives the right of subrogation against CITY and its elected officials, officers, agents, employees and/or representatives, and against VENUETECH and its officers, agents, employees and/or representatives.
 - d. Rating. All policy or policies of insurance required herein shall be placed with insurers with a current A.M. Best's rating of no less than V:VII, licensed to do business in California, and satisfactory to the City and VenueTech.
 - e. <u>Notice Required</u>. Insurer must provide notice of intent to cancel no later than thirty (30) days prior to cancellation. In the event of any such cancellation or material change to this insurance coverage, then this Rental Agreement shall terminate and be of no further force and effect.
 - f. Evidence of Insurance / Accord. CLIENT shall furnish to VENUETECH a certificate of insurance in the Accord format, evidencing the insurance requirements set forth above, no later than fourteen (14) days prior to CLIENT'S use of the Downey Civic Theatre.
 - g. No Limitation. The limits of any insurance policy provided for under this paragraph shall not be construed as limiting CLIENT'S liability to CITY and VENUETECH as set forth in this Rental Agreement.
 - h. Indemnification by Client. Client shall defend (with counsel acceptable to City and VenueTech), indemnify and hold the City, its officials, officers, employees, volunteers and agents, and VenueTech, its officers, employees and agents, free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to

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any alleged negligent acts, errors, omissions or willful misconduct of Client, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the Client's use and occupancy of the Downey Civic Theatre, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Client shall defend, at Client's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City and/or, its officials, officers, employees, agents or volunteers and/or VenueTech. Client shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers and/or VenueTech, in any such suit, action or other legal proceeding. Client shall reimburse City and its officials, officers, employees, agents and/or volunteers and/or VenueTech, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Client's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, and agents or volunteers and/or VenueTech. Client shall not be obligated to defend, indemnify or hold the City or VenueTech harmless in any manner whatsoever for any claims or liability arising solely out of the City's or VenueTech's own negligent acts, errors or omissions or willful misconduct.

- Modification. It is agreed that this agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of VENUETECH.
- Miscellaneous. CLIENT further agrees that it will not sell, subcontract, exchange or barter, or permit its employees to sell, exchange or barter, any contract, permits or license issued to CLIENT or its employees hereunder.
- 10) <u>Failure to Comply</u>. In the event that CLIENT fails to comply in any respect with the terms and conditions of this agreement, all payment for the rental of THEATRE shall be deemed earned and non-refundable.
- Invalidity & Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.
- 12) Governing Law. This Agreement shall be governed by the laws of the State of California, and Venue shall be in Los Angeles County.
- 13) Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
- 14) Client hereby waives and releases the City of Downey and VenueTech Management Group, their officers, officials, agents, employees and volunteers from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 that occurs, or is alleged to occur, as a result of the Event. Client also agrees to defend, indemnify, and hold City of Downey and VenueTech Management Group, their officers, officials, agents, employees and volunteers harmless from any and all claims, causes of action, allegations, or assertions made against any of the aforementioned arising from or relating to actual or alleged COVID-19 infection occurring during the Event.

In Witness whereof, this agreement has been executed by and on behalf of the parties hereto, the day and year written below.

DOWNEY UNIFIED SCHOOL DISTRICT

By:

Christina Aragon, Associate Supt. Business Services

Print Name

DATE // 19 Z DATE November 5, 2021

I have received and understand that I will be held responsible for all (Initial-Here) information contained in this Agreement, which includes Exhibit A (Theatre Use Policies) and Exhibit B (Facility Rental Planning Guide).

RENTAL AGREEMENT DOWNEY CIVIC THEATRE

CONTRACT EXHIBIT A THEATRE USE POLICIES

Pursuant to the Rental Agreement No. #21-0011 by initialing below, I acknowledge receipt of the Theatre Use Policies; I agree and understand that I must adhere to all Theatre Use Policies, including but not limited to the insurance, and indemnification policies:

Initial Here

11/05/21 Date

RENTAL POLICIES

Rental Agreement - All performances and associated activities held at the Downey Civic Theatre must have a fully executed rental agreement prior to the clients' arrival at the facility.

Insurance & Indemnification - Pursuant to the terms and conditions of the Rental Agreement, "CLIENT shall furnish to VENUETECH a certificate of insurance in the Accord format, evidencing the insurance, no later than fourteen (14) days prior to CLIENT'S use of the Downey Civic Theatre."

Rental Rates - The Downey Civic Theatre will be rented to individuals, businesses and organizations based on a rate schedule approved by the Downey City Council. The current rental rates and fee schedule are included at the end of this document.

Theatre Enhancement Surcharge - A ticket surcharge will apply to support the Enhancement of the Downey Civic Theatre and the surcharges are as followed:

- \$0.00 per ticket charged for a ticket prices ranging from \$0 \$10.00
- \$1.00 per ticket charged for a ticket price ranging from \$11.00 \$39.99
- \$2.00 per ticket charged for a ticket price ranging from \$40.00 and up

Deposits – A use deposit of \$400 and a cleaning deposit of \$200 are required to hold a date on the Theatre calendar. All deposits will be applied at the time of settlement. The cleaning deposit is fully refundable if the THEATRE is left in a condition consistent with typical performing arts events and no additional cleaning or maintenance is required.

Cancellations - Cancellations must be made with written notification. All deposits will be refunded if cancellation occurs 120 days in advance of the contracted date. Cancellations made between 120 days and 60 days prior to the contracted date will result in forfeiture of the entire \$400 use deposit. Cancellations made less than 60 days prior to the contracted date will result in forfeiture of payment for entire amount of base rent (per the rental estimate) plus reimbursement for all services provided and costs incurred by THEATRE.

Dates Held With No Deposit - Dates may be held on the Theatre calendar with no deposit during the period that the renter is negotiating talent routing and/or other scheduling considerations

relating to the performance date. However, if a second Theatre client makes a request for the same "held" date, the original client holding the date will be notified that he/she has forty-eight (48) hours to remit the total required deposit or the date will be released to the second requesting client. This policy is solely intended to assist Theatre clients in the scheduling of performance dates and will be offered at the discretion of Theatre Management.

Payment Schedule

- a) Use and cleaning deposits are required to secure date(s).
- b) Ticketed Events Final payment of all fees and reimbursements are due upon settlement and payments will be deducted from box office proceeds. In the event box office has not received sufficient revenue to cover the estimated costs within 14 days of the contracted event, CLIENT must pay an additional deposit in the amount required to be equal to the cost estimate provided by THEATRE for CLIENT'S event.
- c) Non-Ticketed Events CLIENT must pay the entire cost estimate provided by THEATRE for CLIENT'S event no later than 14 days prior to earliest contracted date. Final payment of all fees and reimbursements are payable within 14 days of receipt of settlement.

Method of Payment – Initial payments and deposits may be made by check. All subsequent payments must be made by cash, cashier's check or money order, payable to the City of Downey.

Discretionary Booking - At the discretion of the Theatre Manager, requests for rental of the Theatre may be denied if the proposed event presents a potential conflict to the market target of a previously scheduled event or competes with in-house programming or programming of the Theatre's Primary Partners. Criteria include market saturation of a particular event type, long-term relationship of existing Theatre client, the financial impact on the Theatre, or if the proposed event content is perceived to be inappropriate to community standards. As an example, if the Theatre has a long-term relationship with a client who annually presents a successful local talent show, additional interest for similar events could be generated. With this example, it may not be in the best interests of the Theatre to rent to additional promoters producing youth talent shows, creating an over saturation of the market and potentially damaging the income source derived from the successful show. It should be noted that Theatre Management would evaluate the ability of the market to support the type of event as well as the length of time between the scheduled events.

Labor - To ensure the protection of all in-house equipment and the professional presentation of events, the Theatre will require all clients to utilize the house, maintenance and technical staff of the Theatre for their events, at rates outlined below. For events scheduled by Primary Partners of the Downey Civic Theatre, Management shall have the right to waive this requirement if the Theatre client can provide trained employees and/or volunteers as deemed appropriate by Theatre Management. These employees and/or volunteers must have completed a Theatre sponsored training program.

Production Management - At the discretion of CLIENT, THEATRE can provide a professional Production Manager to coordinate production requirements with the artists, and schedule and supervise all technical and production personnel as well as the production needs on the day of the event. If CLIENT elects to provide their own Production Manager, THEATRE shall provide a Production Supervisor to coordinate the technical and production personnel, and shall be reimbursed at the rates listed in the rate schedule below. If this occurs, CLIENT shall provide THEATRE with a detailed production schedule including, but not limited to staff requirements

and specific production timelines. If CLIENT elects to provide their own Production Manager, CLIENT shall provide THEATRE with proof of required workers compensation insurance a minimum of twenty-one (21) days prior to the event(s) anticipated in this agreement. Theatre Management specifically maintains the right to provide all required technical and production personnel.

Rehearsal Time - Clients using the Theatre for the production of events can schedule additional time for rehearsal. The fee for this time shall be charged as per the rate and fee schedule at the end of this section. In all cases, priority will be given to performance oriented usage dates and rehearsal time shall be scheduled only when it does not interfere with other events. Clients may reserve the facility for rehearsal time; however, the date will be considered tentative until thirty days prior to the event date. Scheduling of rehearsal time shall be confirmed at the discretion of the Theatre Manager. At all times, it is requested that Theatre clients respect the needs of others wishing to use the Theatre and attempt to make the Theatre available for events in which the public can attend and enjoy the venue, as opposed to using the Theatre for excess rehearsal time.

Production Equipment - Clients of the Downey Civic Theatre will be required to use the in-house production equipment. Additional equipment to augment the in-house system may be provided by a third party contractor with Theatre Management approval.

Box Office Management – All tickets sold for events at the Downey Civic Theatre must be sold through the Theatre Box Office. Patrons may purchase tickets in person, over the telephone, through the mail or over the Internet. Clients of the Theatre will pay for box office fees as well as ticket printing as per the rental rate and fee schedule listed in this Policy Manual.

Settlement - The THEATRE shall provide the box office services required for the sale of tickets and other passes for the event(s) anticipated in this agreement and shall have the sole rights and responsibility to control the funds paid by the public for admission to the THEATRE. At no time prior to the performance shall CLIENT be provided a cash payment for tickets sold for the event(s) anticipated in this agreement. Within two weeks after the conclusion of the event, THEATRE shall provide CLIENT with a settlement statement, which shall include information regarding the total tickets sold and the gross receipts captured by the box office operation, as well as all expenses incurred by CLIENT as a result of the terms of this Agreement. THEATRE shall provide CLIENT with a check in the amount of the total receipts less any deductions required to pay for payments or expenses owed to THEATRE for the provisions of this agreement. If the amount of total receipts does not equal or exceed the total payments owed to THEATRE, THEATRE will retain all of the receipts and invoice CLIENT for the balance due.

Complimentary Tickets - CLIENT shall have the right to request the printing of complimentary tickets and THEATRE shall do its best to provide these tickets within twenty-four (24) hours of receipt of each written request. It is agreed that THEATRE shall have the right to 4 tickets for the events anticipated in this agreement and that no compensation shall be due CLIENT for these complimentary tickets.

Refunds - If the event(s) anticipated in this agreement are cancelled, THEATRE shall have the sole right and authority to provide refunds to the public and shall control all box office receipts until all required refunds have been provided. CLIENT shall reimburse City of Downey for all of the costs incurred in the provision of this refund operation including, but not limited to, personnel expenses, payroll taxes, bank fees, ticket printing costs, and any and all costs incurred by THEATRE for all payments made to the public.

Ticket Prices - CLIENT shall have the sole right to establish ticket prices for the event(s) anticipated in this agreement and THEATRE shall scale the house as per the direction of CLIENT. The costs associated with the initial set up of the event(s) in the box office system shall be borne by THEATRE at no additional expense to CLIENT. If CLIENT requires any changes to ticket prices or house scaling after the event(s) has been set up in the Box Office, THEATRE shall have the sole right to decide whether this request can be met and CLIENT agrees to reimburse THEATRE for all costs associated with this work including all personnel costs.

Advertising – Theatre Management reserves the right to review and approve, in advance, the content of all advertising and promotional materials that refer to the Downey Civic Theatre in any manner or use THEATRE logo or photographic depiction of THEATRE. No advertising materials may be displayed on the interior, exterior or any other part of THEATRE without specific authorization from Theatre Management.

Storage of User's Property – Any property belonging to CLIENT, caterer, decorator, florist or any participants may not be stored overnight either prior to or following rental period. In addition, deliveries will not be accepted prior to the start of the scheduled rental period without the written consent of Theatre Management.

Animals - No live animals are to be brought into the facility without prior permission from Theatre Management.

Staging - At no time may CLIENT or its representative drill or nail sets or props into the stage floor of THEATRE.

Decorations - Decoration of THEATRE must be pre-approved by Theatre Management. Without exception, nails, hooks, tacks or screws may not be used on any surface or furnishing in THEATRE. No tape or other materials may be applied to walls, glass, tables or any surface in the lobby, auditorium, green room or back stage areas. User will be held financially responsible for repair/replacement of any damaged or defaced property.

No bunting, tissue paper, crepe paper or any other combustible material may be used without prior approval from Theatre Management. No glitter, rice or confetti may be used anywhere within the facilities, including outside areas such as the patio or courtyard.

Use of Flammable Materials - The use of any flammable device or substance, including but not limited to pyrotechnics and candles, is strictly forbidden. Mechanical smoke generating machinery can only be used with pre-approval of Theatre Management and may be subject to inspection by the City Fire Marshall.

Force Majeure - If THEATRE is deemed to be unfit for occupancy during the period covered by this agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the THEATRE, CITY or VENUETECH, then the agreement shall be of no further force and effect.

Event Safety and Security - CLIENT shall provide for the orderly production of the Event anticipated in this Agreement and shall insure that the safety of the public and the THEATRE are always maintained. If, at any time, the activities in THEATRE appear to be detrimental to members of the public, facility employees or THEATRE, Theatre Management shall have the sole right to make decisions required to ensure safety and the professional presentation of the Event. This shall include, but not be limited to, issues involving security in the building, box office management, ushering of patrons, production quality and Event related issues. CLIENT agrees that at all times, decisions relating to these issues shall be solely made at the discretion of

Theatre Management, the Downey Police Department and the security company which may be hired to work at the event.

In the event that security may be required, THEATRE shall have the sole right to select security and to establish the personnel requirements for the events anticipated in this agreement.

Concession Sales - THEATRE shall have exclusive rights to the sale of concession products and no food or beverage other than those sold by THEATRE shall be available in the THEATRE.

Merchandise Sales - It is understood that CLIENT shall have the right to sell merchandise to the patrons attending the event and that CLIENT agrees to pay THEATRE a fee for this right. It is further agreed that this fee shall be equal to the amount 25 percent of gross sales income after sales tax. THEATRE shall have the right to inventory merchandise products to be offered for sale to patrons and that a second inventory may be taken at the conclusion of the event. Gross sales figures will be determined by multiplying the "used" portion of the merchandise inventory by the prices of each item. If CLIENT wishes and if THEATRE agrees, THEATRE will provide personnel to sell said merchandise for CLIENT. If this occurs, it is agreed that the merchandise fee shall be equal to 30 percent of the computed gross sales income after sales tax. If an entertainer featured in the Event wishes to sell merchandise, this same term will be in effect and CLIENT does not have the right to offer any entertainer a waiver or alteration to this policy. THEATRE reserves the right to waive this requirement for THEATRE'S Primary Partners.

Rental Rate & Fee Schedule

The Theatre will be rented to individuals, businesses and organizations based on the following rate schedule:

Category .	Rate
Base Rent (Peak Days): up to 6 hours per day on Thursday – Sunday, includes Lobby, Theatre, Stage, Dressing Rooms & Basic Equipment	\$1062.00 (6 hour period) WAIVED FOR DUSD EVENTS
Hourly Rate (Peak Days): for usage over the 6 hour base rent	\$177.00 per hour for usage over 6 hours on the same usage day WAIVED FOR DUSD EVENTS
Percentage Rent (Peak Days)	Ten Percent (10%) of gross tickets sales vs. base rent, whichever amount is greater
Base Rent (Non-Peak Days): up to 6 hours per day on Monday-Wednesday, includes Lobby, Theatre, Stage, Dressing Rooms & Basic Equipment	\$876.00 (6 hour period) WAIVED FOR DUSD EVENTS
Hourly Rate (Non-Peak Days): for usage over the 6 hour base rent	\$146.00 per hour for usage over 6 hours on the same usage day WAIVED FOR DUSD EVENTS
Percentage Rent (Non-Peak Days)	Ten Percent (10%) of gross tickets sales vs. base rent, whichever amount is greater

Theatre Lobby and Patio Rent (Peak and Non-Peak	\$600.00 (4 hour period) WAIVED FOR DUSD EVENTS
Days)	WAIVED FOR DOSD EVENTS
Hourly Rate (Peak and Non-Peak Days): for usage over the 4 hour theatre lobby and patio rent	\$150.00 per hour for usage over 4 hours on the same usage day WAIVED FOR DUSD EVENTS
Theatre Multi-Purpose Room	\$104.00 (2 hour period) WAIVED FOR DUSD EVENTS
Hourly Rate: for usage over the 2 hour theatre multi-purpose room rent	\$51.00 per hour for usage over 2 hours on the same day WAIVED FOR DUSD EVENTS
Rehearsal Time (4 hours of use of Stage and Back Stage areas only) (Peak and Non-Peak Days)	\$488.00 per 4 hour day WAIVED FOR DUSD EVENTS
NOTE: REHEARSAL TIMES MAY BE RESTRICTED TO NON-PEAK DAYS ONLY AND SCHEDULED AT THE TIME THE BOOKING IS MADE, BUT SHALL BE CONSIDERED TENTATIVE UNTIL THIRTY (30) DAYS PRIOR TO THE FIRST EVENT DATE, AND THEN WILL ONLY BE SCHEDULED WHEN THEY DO NOT INTERFERE WITH OTHER PERFORMANCE EVENTS.	
Rehearsal Time (hourly for over the 4 hour time period) (Peak and Non-Peak Days)	\$125.00 per hour for usage over 4 hours on the same usage day WAIVED FOR DUSD EVENTS
Facility Enhancement Surcharge – may be charged to patrons at time of ticket purchase or embedded in ticket prices	 \$0.00 per ticket charged for a ticket prices ranging from \$0 - \$10.00 \$1.00 per ticket charged for a ticket price ranging from \$11.00 - \$39.99 \$2.00 per ticket charged for a ticket price ranging from \$40.00 and up
Technical Director	\$42.00 per hour (4 hour minimum)
Stage Manager	\$41.00 per hour (4 hour minimum)
Sound Technician	\$34.00 per hour (4 hour minimum)
Lighting Technician	\$33.00 per hour (4 hour minimum)
Technical Staff	\$29.00 per hour (4 hour minimum)
House Managers/Ticket Sellers	\$29.00 per hour (4 hour minimum)
Event Staff (additional FOH staff)	\$26.00 per hour (4 hour minimum)
Custodial Fee (Excessive cleaning may incur additional custodial fees)	\$182.00 per performance
Custodial Rehearsal Fee (Excessive cleaning may	\$78.00 per rehearsal

ncur additional custodial fees)	
Basic Sound / Light Production	Included in Base Rent
Security Staff	Reimbursable as per private security contract rates
Jse Deposit	\$400 to reserve date
Cleaning Deposit	\$200 (refundable)
Box Office Fee	\$261.00 per performance plus credit card fees \$65 FLAT FEE FOR DUSD
Ticket Printing Reimbursement	\$.30 per ticket printed, including comp tickets
Projector & Screen Rental Fee	\$156.00 per use WAIVED FOR DUSD EVENTS
Light Trees/Dance Booms	\$167.00 plus labor for set up and tear down WAIVED FOR DUSD EVENTS
Marley Dance Floor	\$208.00 per use plus cost of labor for set up and tear down WAIVED FOR DUSD EVENTS
Grand Piano	\$208.00 per use WAIVED FOR DUSD EVENTS
Upright Piano	\$52.00 per use WAIVED FOR DUSD EVENTS
Piano Tuning	Actual Tuning Cost WAIVED FOR DUSD EVENTS
Follow Spot Lights	\$78.00 per use plus cost of Operator WAIVED FOR DUSD EVENTS
Orchestra Shell	\$208.00 per use cost of labor for set up and tear down WAIVED FOR DUSD EVENTS
Patio Bistro Tables	\$12.00 each WAIVED FOR DUSD EVENTS
Merchandise Sales	\$50.00 per table vs 25%-30% of gross sales
Concessions Use Fee	\$78 (attendance more than 300) \$52 (attendance less than 300)
Video License Fee	\$156.00 per day plus rental rates
Complimentary tickets (over 20 comps)	\$1/per ticket
Hardline Internet Connections	\$104/day WAIVED FOR DUSD EVENTS

NOTE: Clients shall reimburse the Downey Civic Theatre for the cost of all required event staff and technicians. The Theatre Manager shall have the discretion to schedule staff at the expense of the Client, as deemed necessary to provide for a safe and quality production. A full cost estimate will be provided to Client within 15 days of Client's submission of the completed Event Planning Guide (Contract Exhibit B). Overtime and double overtime rates apply for all labor. Overtime applies after 8 hours per day and

after 40 hours per week, and double overtime applies after 12 hours per day and on the seventh consecutive day of work for an individual employee.

REQUIRED CLIENT INFORMATION

CLIENT: Christina Aragon, Associate Supt. Business Services	EMAIL:_	carag	jon@dusd.net
BUSINESS: Downey Unified School District			
ADDRESS: 11627 Brookshire Avenue	<u> </u>		
CITY: Downey	STATE:	CA	ZIP: 90241
TELEPHONE: (562) 469-6521 2-1	TELEPHONE,	(56	2) 469-6520

May 7 - 10 2019

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Summary	
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Dramitas franti	\$ 1,567,50
Equipment .	Waived
Custodial Fee	\$ 700.00
Concessions Use Fee	Waived
/credit card and ticket stock only)	TBD
Your & Filming Fee	Waived
TOTAL	\$ 8334.00

Note: Marley will be used but N/C

Downey Civic Theater Covid19 Guidelines (as of November 5, 2021)

The Downey Theater is strictly abiding by the City of Downey's Covid guidelines as listed below:

Indoor Events under 1,000 capacity:

- Masks are required regardless of vaccination status
- Patrons will need to self-attest at the door that they are not experiencing any COVID symptoms
- · Hard tickets are allowed. We will give the option for an electronic ticket via email
- · All Theatre staff is vaccinated (not a requirement, but we all are)
- · Theatre staff will be masked at all times
- Per Cal OSHA Theatre staff will do health screenings at the beginning of their shift and anyone exhibiting signs will be asked to go home
- · Theatre staff will sanitize high touch point areas frequently throughout the concert
- Concessions will be served, but only in patio area
- Performers need to be masked while not performing their "job" (for example, a violinist can do their "job" while being masked, but a person playing trumpet can not. Person playing trumpet will need to be masked while they are not performing, make sense?)
- Per Cal OSHA (performer organizations fall under employees) Performers will need to
 go through a health screening upon arrival ~ We would like each school to be responsible
 for performing health screenings. Is this acceptable

		EVIDENCE	OF CO	VEKA	GE 1	1/8/2021			
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ww.ASCIP.org									
INTACT NAME: Mr. Reshari Cooray IONE: (562) 404-8029		cooray@ascip.org							
	hie F	d above for the period indicat	used or may	pertain, the o	orandum of Coverages on insurance li equirement, term, or condition of any coverages afforded by the Memorand f Coverages.				
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^{*}ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the E

Additional Covered Party	y Endorsement	
District: Downey Unified School District		Endorsement No. 64896163
Additional Covered Party:	Description of Oper	rations, Vehicle, or Property:
City of Downey Downey Theatre Venuetech Management Group, LLC	As respects to Downey Theatre F 7/1/2022	Rental agreement 11/8/2021 -
Coverage Period: Effecti	ve: 7/1/2021 Ex	pires 12:01 a.m.: 7/1/2022

All terms, conditions, exclusions and other limitations as set forth in the ASCIP Memorandum of Liability Coverages and the Conditions and Responsibilities Applicable to all Coverage Agreements apply, unless specifically changed herein by this Endorsement.

The coverage provided to the Covered Party is hereby extended by this Endorsement to the Additional Covered Party named above in accordance with the provisions contained in the ASCIP Memorandum of Liability Coverages. This Endorsement applies only with respect to liability arising out of activities listed in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this Endorsement to defend or indemnify the Additional Covered Party only if the Named Covered Party is solely negligent and only to the extent that a Claim or Suit for Damages arises out of covered Bodily Injury or Property Damage as defined and limited in the ASCIP Memorandum of Liability Coverages. The Ultimate Net Loss for any one Occurrence provided by this Endorsement extended to the Additional Covered Party is \$5,000,000.

Authorized Representative:

11/8/2021

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 4/21



II. 31. APPROVE Agreement No. 202122-340 with Facilitron, Inc. to provide a facilities use software program for District Use of Facilities permits from December 14, 2021 through December 13, 2022.

Supporting Documents



scan1376

Downey Unified School District and Facilitron, Inc. Online Facilities Rental Storefront Agreement

This Online Facilities Rental Storefront Agreement (this "Agreement") is made and entered into as of <u>December 14</u>, 2021 (the "Effective Date"), by and between Downey Unified School District (the "Client"), and Facilitron, Inc., a Delaware corporation (the "Company"). The Client and the Company may be referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

- A. WHEREAS, the Company is the operator of an Internet website that provides its customers with a web storefront for the presentation and rental of facilities; and
- B. WHEREAS, the Client desires to present and rent its facilities on a web storefront hosted by the Company ("the "Client Facilities Rental Storefront") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENI

- Definitions. As used in this Agreement, the following terms, when capitalized, shall have the following meanings:
- (a) "Company Site" shall mean the Company's website maintained at www.facilitron.com and any successor or supplemental locations.
- (b) "Client Site" shall mean Client's website maintained at: www.dusd.net and any successor or supplemental locations.
- (c) "End Users" shall mean individuals or outside group representatives as well as any employee, contractor or agent of Client who uses the Online Facilities Rental Storefront to rent Client Facilities.
- (d) "Client Facilities" shall mean the facilities that the Client intends to rent.
- (e) "Online Facilities Rental Storefront" shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of renting Client Facilities to End-Users (www.facilitron.com/dusd90241 and any successor or supplemental locations).
- (f) "Services" shall mean the act of setting up and populating Online Facilities Rental Storefront and Client Facilities for presentation and rental, providing additional offerings facilitating rental transactions, such as liability insurance, taking rental orders, processing of payments and disbursements, and providing customer support.
- (g) "Transaction" as used in the Exhibit "A" herein shall mean the total of each reservation that an End-User makes by using the Online Facilities Rental Storefront. For example, if a

reservation is made that includes twenty (20) uses of a Client Facility, the "Transaction" will be the total costs associated with all twenty (20) uses.

Grant of Rights.

- (a) Grant of Rights to Company. The Client hereby grants Company the non-exclusive right to present and rent Client Facilities to End-Users in accordance with the provisions of this Agreement during the Term.
- (b) Appointment of the Company as Limited Payment Collection Agent for the Client. The Client hereby appoints Company as the Client's limited payment collection agent solely for the purpose of accepting rental and service payments from End Users. The Client agrees that payment made by an End User through Company, shall be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed-upon manner as if the Client has received the fees. The Client agrees that Company may, in accordance with the cancellation policy selected by the Client (i) permit the End User to cancel the booking and (ii) refund (via Company) to the End User that portion of the fees specified in the applicable cancellation policy. The Client understands that Company accepts payments from End Users as the Client's limited payment collection agent and that Company's' obligation to pay the Client is subject to and conditioned upon successful receipt of the associated payments from End Users. In accepting appointment as the limited authorized agent of the Client, the Company assumes no liability for any acts or omissions of the Client.
- (c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee"). Company shall withhold a commission from the Client or charge End Users a service fee, as determined by the Client pursuant to Exhibit "A", which is attached hereto and incorporated herein by reference. Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in California law or Client's board policies. Company shall remit all collected Client Fee payments for completed rentals minus any applicable commission and any End User refunds by a check to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.
- (d) Audit. Upon at least ten (10) calendar days prior written demand to Company, the Client shall have the right, at its own cost and expense, to audit Company's books, records, and accounts for the sole purpose of verifying payments reported under Section 2(c). Company shall provide all such relevant books, records, and accounts to Client upon such demand. If Client (through its certified public accountant or other appropriate auditor) concludes that additional amounts were owed during the audited period, the Company shall pay such additional amounts within thirty (30) calendar days of the date the Client delivers to Company such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by the Client; provided, however, if the audit discloses that the payments payable by Company for such period are more than thirty percent (30%) of the amounts actually paid for such period, then the Company shall pay the reasonable fees and expenses charged by such accounting firm in addition to any additional amounts owed.

Scope of Services.

Company shall be responsible for (a) designing and hosting facility rental websites equipped with rental application and payment processing for each facility, (b) maintaining the websites and calendar to ensure that the sites are functionable and usable, (c) providing PCI compliant payment processing, (d) providing account management and customer service personnel as are reasonably necessary to perform, maintain and manage the Services, (e) coordinating all administrative functions associated with the Services, and (f) conducting any other operations reasonably necessary to perform the Services. Company shall comply with all industry standards, any Client rules and regulations concerning the use of Client Facilities, Client's reasonable requests, and all applicable law.

Client Obligations.

- (a) Solely for purposes of conducting the Services, Client shall use commercially reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated rental availability data in a timely manner.
- (b) The Client shall use commercially reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.
- 5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement or acquired by it during the Term of this Agreement is not, and shall not be affected by the terms of this Agreement.

Trademarks: Client Marks and Company Marks.

- (a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, non-transferable, revocable license to use the Client's trademarks ("Client Marks") solely on the Online Facilities Rental Storefront and in connection with any promotions, marketing and press releases relating to the Services contemplated under this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of this Agreement or of the herein granted license for any reason, the Company shall promptly discontinue use of the Client Marks.
- (b) Subject to the terms and conditions of this Agreement, Company grants Client a nonexclusive, non-transferable, revocable license to use the Company's trademarks and servicemarks (the "Company Marks") in connection with marketing rental of the Client Facilities and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use commercially reasonable efforts not to do or suffer to be done any act or thing which will in any way impair the rights of the Company and to the Company Marks. It is understood that Client

shall not acquire and shall not claim any title to the Company Marks adverse to the Company by virtue of the license granted herein, it being the intention of the Parties that use of the Company Marks by Client shall at all times inure to the benefit of the Company. Upon termination of this Agreement or of the herein granted license for any reason, Client agrees to promptly discontinue use of the Company Marks except that historical records may remain and be subject to internet access and/or public records requests.

Privacy Policy.

Company shall ensure that any collection, use of or disclosure of any individual, aggregate and/or personally-identifiable customer data and information about the End Users by Company complies with all applicable laws and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501, et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §§ 1232g, et seq.) and related regulations, relevant State law, and with Client's privacy policy and the Company's privacy policy (the "Privacy Policy"). To the extent any End-User data contains student data, pupil records, or other personally identifiable information of a student, Company shall comply with SOPIPA and California Education Code Section 49073.1, the mandatory provisions of which are incorporated herein by reference. Company shall post throughout the Term of this Agreement, on at least the main page of the Online Facilities Rental Storefront, a copy or link to the Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company shall ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either Party in any manner.

8. Confidentiality.

Confidential Information. For purposes of this Agreement, "Confidential Information" (a) shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or would reasonably be regarded as being of a confidential nature or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient or would reasonably be regarded as being of a confidential nature; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence that the Confidential Information was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without any use or beneficial reference to any Confidential Information of the Disclosing Party; (v) is

disclosed pursuant to legal, judicial or administrative proceeding or as otherwise required by law, provided that (A) Recipient gives reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information, and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

- (b) Duty to Hold in Confidence. Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own Confidential Information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.
- (c) Permitted Disclosures. To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who have a need to know such information for purposes of the Recipient's performance of the Agreement. Except as permitted by law or in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.
- Obligation to Return Confidential Information. Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information.
- Representations and Warranties.
- (a) Client Representations and Warranties. Client represents and warrants to the Company as of the Effective Date that:
 - (i) Authority. Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.
 - (ii) No Conflicts. The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (A) conflict with or violate any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (B) to the best knowledge of Client, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other

agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.

- Company Representations and Warranties. The Company represents and warrants to (b) Client as of the Effective Date that:
 - Corporate Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.
 - No Conflicts. The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by the Company pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (B) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.
 - Binding Obligation. When executed and delivered by the Company and Client, (iii) this Agreement will be valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.
 - Confidentiality Agreements. The Company has and will maintain with all the (iv) Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.
 - Non-infringement. The Company represents and warrants that the Company Site and the Online Facilities Rental Storefront do not knowingly infringe any Intellectual Property Rights of any third party.

Termination. 10.

- Term. The initial term of this Agreement shall be twelve (12) months from the Effective Date (the "Term"). Company will be the provider of Client Facilities Rental Storefronts for the Term, unless terminated early per Paragraph 10(b). Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c).
- Termination for Breach. In the event of a material breach of this Agreement by a Party (b) (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the

non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).

- (c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the Client shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.
- (d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

General Provisions.

- Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.
- (b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- (c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.
- (d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.

(e) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If to Client:

Downey Unified School District

11627 Brookshire Avenue

Downey, CA 90241

Attn: Christina Aragon, Associate Supt. Business Services

Telephone: (562) 469-6521

If to the Company:

Chief Executive Officer

Facilitron, Inc. PO Box 1935

Los Gatos, CA 95031-1935 Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given electronically or by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

- (f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.
- (g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of California, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in Los Angeles County, California.
- (h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.
- (i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.
- (i) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

- (k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence of the non-performing Party ("Force Majeure").
- (I) No Third Party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

"CLIENT"	"COMPANY"
Downey Unified School District	Facilitron, Inc.
By: Christena Oracon	Ву:
Name: Christina Aragon	Name:
Title: Assoc. Supt. Bus. Svcs.	Title:
Date: December 14, 2021	Date:

EXHIBIT "A" Company Fee Options

The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee").

The Client shall select from one of the following End User service fee/commission options (note: the Client may change the original selection at any time, even after the service has started, for all new reservations):

Option 1: variable commission (default)

"The Client agrees to pay the Company a commission of 8% to 12% of the total Client Fee amount per Transaction which shall be deducted from the client's payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month."

The commission paid by the Client is based on the Client Fee amount charged by the Client in each bracket as follows:

On Transaction amount over	But equal or less than	Service Fee
\$0	\$1,000	12%
\$1,000	\$2,000	11%
\$2,000	\$3,500	10%
\$3,000	\$4,000	9%
\$4,000		8%

Example 1: Client Fee \$50. Service Fee/Commission = \$50*12% = \$6.00

Example 2: Client Fee \$1,500. Service Fee/Commission = \$1,000*12% + \$500*11% = \$175

Option 2: fixed commission

"The Client agrees to pay the Company a commission of 10% of the total Client Fee amount per Transaction which shall be deducted from the client's payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month."

Option 3: pass-through

"Company shall charge End Users a service fee in the amount of 8% to 12% of the total Client Fee amount per Transaction. Company shall remit all collected Client Fee payments for completed rentals minus any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month."

The service fee charged to the End User is based on the total Client Fee amount charged by the Client in each bracket as in the table above.

Option 4: split

"Company shall charge End Users a service fee in the amount of 5% of the total Client Fee amount per Transaction. The Client agrees to pay the Company a commission of 5% of the total Client Fee amount per Transaction, which shall be deducted from the Client's payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month."

Company does not charge any fees for bookings that result in a \$0 total fee to the requester.

Client has the ability to change facility use request prices and fees at any time, and the Company's service fee and commission will be automatically adjusted accordingly.

For example, if the Client adjusts prices and fees for a particular reservation to \$0 then the Company's service fee and commission will automatically adjust to \$0.

Option 1 (variable commission) will be used if section below is left blank.

Fee Option Selection for Initial implementation

Client selects Option 2

Client _______ (please Initial)



II. 33. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-342 with Connect.Flow.Grow to conduct a staff wellness session at Doty Middle School on December 17, 2021.

Supporting Documents



scan1377

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 18, 2021, between the **Downey Unified School District** ("District") and Connect.Flow.Grow ("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	Contra	ctor sha	II furnis	h to the	Distri	ct con	duct a st	aff wellne	ss sess	sion at
	Doty Middle	Scho	ol on De	ecember	17, 2021	1 from 11	:30 am	until 1	2:00 nooi	n.		
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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.	202122-342
Adreement No.	Control of the Contro

- Term. Contractor shall commence providing Services under this Agreement on <u>December 17</u>, 2021, and shall continue through <u>December 17</u>, 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 \$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

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	No.	202122-342

- **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;
 - 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:	Connect.Flow.Grow		
ATTN:	Inn limenez		
ADDRES!	5: 133 E. RIVER AVE		
	Drange, CA 92866		
FAX:			
EMAIL:	lynn@connectflowgrow.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.

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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

W. 92	Agreement No. 202122-342
IN WITNESS WHEREOF, the Parties have e below.	executed this Agreement on the date indicated
DISTRICT:	CONTRACTOR:
Date:	Date: 111721
Downey Unified School District	Company: Connect Flow Grow
SIGNATURE	SIGNATURE
Christina Aragon	Lynn Jimenez
Associate Superintendent, Business Services	PRINT NAME
	PRINT TITLE
Information regarding Contractor:	
Have you ever paid into or are you a retiree	
Contact Name: Lynnlimenez	Title: Founder
Address: 133 E. KIVEY AVE	Email: 1/nn@ronnertflowgrow.
Drang CA 92866	Phone:
District use	only below line
count number to be charged: 01.0 -30100.0	0-11100-10000-5612-3210000
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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: 11 · 18 · 21
District Representative's Name and Title: Brent Shubin, Principal, Doly Middle School District Representative's Signature:
B. The following Contractor Parties have more than limited contact with Districtudents (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, no cost to District, have completed background checks and have been fingerprinted und procedures established by the California Department of Justice ("DOJ") and the Feder Bureau of Investigation ("FBI"), and the results of those background checks at fingerprints reveal that none of these Contractor Parties have been arrested or convictor 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 har 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 result 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 felonial as defined by the California Penal Code.
As an authorized District official, I am familiar with the facts herein certified, and an authorized to execute this certificate on behalf of the District.
Data:
Obstrict Representative's Name and Title:
District Representative's Signature:
No Services shall commence until such determinations by DOJ and FBI has been made.
Compared that if at any time during the Term of the

comes aware of additional information, including additional additional information, including additional additional including and including additional from having any contact with

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Agreement No. 202122-342

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

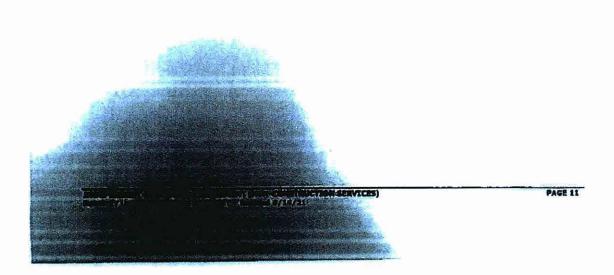
Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors 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: 1117121	<u> </u>
Name of Contractor:	Connect.Flow.Grow
Signature:	
Representative's Name and Title:	lynn limenez, founder

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

END OF DOCUMENT





II. 36. RATIFY Agreement for Project Inspection Services No. 202122-345 with Sandy Pringle Associates, Torrance, to provide project inspection services for the Sussman Middle School Marquee project, in the amount of \$5,760.00, to be charged to Measure O Bond Funds.

Supporting Documents



Agreement for Project Inspection Services No. 202122-345 - Sandy Pringle Associates - Sussman M

AGREEMENT FOR PROJECT INSPECTION SERVICES BY AND BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT AND SANDY PRINGLE AND ASSOCIATES No. 202122-345

This Agreement for Project Inspection Services ("Agreement") is made ("Agreement") is made and entered into as of November 3, 2021, by and between **Downey Unified School District** ("District") and Sandy Pringle and Associates ("Consultant"), (individually a "Party" or collectively the "Parties").

RECITALS

WHEREAS, District intends to award contracts to construction contractor(s) to perform work ("Construction Work" or "Work") at Sussman Middle School Marquee Project ("Site").

WHEREAS, District has retained the services of LPA Architects as the architect(s) and/or design professional(s) of the Construction Work ("Architect(s)"); and

WHEREAS, the Construction Work shall be performed pursuant to District-approved plans, drawings, specifications, rules, regulations and statutes applicable to school construction and other contract documents ("Contract Documents"); and

WHEREAS, District requires the services of a Division of the State Architect ("DSA") approved project inspector during the Construction Work; and

WHEREAS, pursuant to Education Code section 17311, the District shall provide for and require competent, adequate, and continuous inspection during construction or alteration by an inspector satisfactory to the Architect or Structural Engineer and the Department of General Services; and

WHEREAS, Inspector warrants and represents that Inspector is competent to perform the duties and responsibilities required by this Agreement and by applicable laws and regulations for the inspection of Construction Work at the Site ("Project").

AGREEMENT

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

1. Services.

- 1.1. Inspector shall, as requested by District, act as the project inspector for the Project. Inspector shall observe construction operations to ensure that the Project is constructed and completed in strict conformity with all applicable laws and regulations and the Contract Documents ("Services"). The Services include project inspection services for each component as listed below.
- 1.2. Any one component or combination of components may be changed, or terminated, in the same manner as the Services, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Inspector shall invoice for each component separately and District shall compensate Inspector for each component separately on a proportionate basis based on the level and scope of work completed for each component.
- 1.3. The estimated approximate hard construction costs for the Site is nineteen thousand dollars (\$19,000.00):
- Term. The term of this Agreement shall be the period of construction of the Project and shall terminate when the notice of completion for the Construction Work is recorded ("Term"), unless terminated or otherwise cancelled.
- 3. Submittal of Documents. The Inspector shall not commence Services under this Agreement until the Inspector has

submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

Χ	Signed Agreement
X	Workers' Compensation Certification
X	Fingerprinting/Criminal Background Investigation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
·	

- Compensation. Inspector's fee for the performance of Services at the above Site shall be eighty dollars (\$80.00) per hour for a total maximum fee not to exceed five thousand, seven hundred-sixty dollars (\$5,760.00).
 - 4.1. The Inspector shall submit a monthly itemized statement of Service charges and expenses (if applicable) to the District on the fifth (5th) day of each month. Inspector shall prepare a separate itemized statement for the Site at which Inspector provides Services. The itemized statement shall show the days and hours worked each workday Inspector performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Inspector to submit its invoice for a particular month's work. No amounts shall be due or owing to the Inspector if it fails to submit an invoice to the District at or before the end of that grace period.
 - 4.2. Payment for the Services shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Inspector submits an itemized statement to the District for Services performed and after the District's written approval of the Services performed.
 - 4.3. The daily job log referred to herein shall detail the time spent by the Inspector in the performance of Services pursuant to this Agreement.
 - 4.4. Inspector shall provide to the District on a timely basis and to not cause a delay in DSA's approval of the Project, all verified report(s) for all scope(s) of Work and all other required Project documents if not already completed and provided to the District. District shall retain five percent (5%) of Inspector's Fee or Ten Thousand Dollars (\$10,000), whichever is greater, until Inspector has filed all required verified report(s) and other Project Documents.
 - 4.5. If requested by the District, the Inspector shall provide additional or extended Services for the Project as may be necessary because of changed conditions including, without limitation, conditions made necessary by Work damaged by fire or other Acts of God during construction or prolongation of the initial construction contract time beyond the construction contract time schedule. Those additional or extended Services shall be as agreed to by the District and shall be based on rates at or below the hourly, daily, weekly, or monthly rates as indicated boxes.

Maximum Rate for Additional or Extended Services

Hourly	\$80.00/Hour	
Daily	\$640/Day	
Weekly	\$3,200/Week	
Monthly	\$13,824/Month	

5. Expenses. District shall not be liable to Inspector for any costs or expenses paid or incurred by Inspector in performing Services, except for those set forth below. Inspector agrees that travel may be required, at Inspector's expense. These travel expenses are not reimbursable.

5.1. Not applicable

Independent Contractor. Inspector, in the performance of this Agreement, shall be and act as an independent contractor. Inspector understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Inspector shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Inspector's employees. In the performance of the Services contemplated, Inspector is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Inspector's work, District being interested only in the results obtained.

7. Inspector's and Subconsultant Registration and Compliance.

- 7.1. Inspector acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Inspector shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Inspector represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.
- 7.2. Labor Code section 1771.1(a) states the following:
 - 7.2.1. "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."
- 7.3. Inspector shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.
- 7.4. Inspector shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.
- 7.5. Inspector shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
- Designated Representatives. Inspector shall coordinate with District personnel and/or its designated representatives
 as may be requested and desirable, including with other professionals employed by the District for the design,
 coordination or management of other work related to the Project.
- Materials. Inspector shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 9.1. Not applicable
- 10. Performance of Services.
 - 10.1. Standard of Care.
 - 10.1.1. Inspector represents that Inspector has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Inspector's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Inspector's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

- 10.1.2. Inspector hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 10.1.3. Inspector shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Inspector understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Inspector in performing the Services.
- 10.1.4. Inspector shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 10.2. Meetings. Inspector agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.

10.3. District Approval.

- 10.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
- 10.3.2. Prior to any documents being made public, Inspector shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.

10.4. Inspector's Authority

- 10.4.1. Full-Time Inspector under Direction of Architect. Inspector shall act as the Project inspector on a full-time, continuous basis, including during off hours, and weekend hours as deemed necessary by Inspector, the Architect and/or District. Inspector shall act under the direction of the Architect and shall be responsible to the Department of General Services, Division of the State Architect for enforcement of the Project plans and specifications.
- 10.4.2. Authority to Reject or Stop Construction Work. Inspector shall not have the authority to direct a contractor in the execution of the Construction Work nor to stop work on the Project. However, if Inspector observes Construction Work being performed in deviation from the approved plans, specifications, or change orders or in violation of any local, state or federal statute, Inspector shall, if such deviation or violation is not immediately corrected by contractor when brought to the attention of contractor, direct the contractor in writing, while simultaneously notifying the Architect, and the District, to cease installation of that nonconforming portion of Construction Work, pending further decision by Architect and District, and shall in all cases, make a written record of the event. Inspector shall deliver copies of the written record to District within twenty-four (24) hours of the event.
- 10.4.3. Conflict of Interest. Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.
- 10.5. On-Site Presence. Inspector shall be physically present at the Site at all times necessary for performance of its duties as project inspector. Inspector shall have personal knowledge of the Construction Work at all stages. Inspector shall accompany the Architect, District, the construction manager, or other consultants when any of them are observing the Construction Work. Inspector shall be physically present for all concrete work and masonry work.

- 10.6. Inspector's General Obligations, Duties, and Responsibilities. Inspector shall completely and timely inspect all portions of the Construction Work as it progresses.
 - 10.6.1. Inspector shall endeavor to guard District and the State of California ("State") against apparent defects and deficiencies in the Construction Work and shall act on behalf of District to see that the Construction Work is executed and completed in a timely manner in accordance with the Contract Documents and applicable laws and regulations.
 - 10.6.2. Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. Inspector shall consult the Architect to resolve any uncertainties in Inspector's comprehension of the plans and specifications. Inspector shall possess a thorough understanding of the requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed.
 - 10.6.3. Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.
 - 10.6.4. Inspector shall verify code-compliant implementation of the materials testing and special inspection program, as applicable, including notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.
 - 10.6.5. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the most recent versions of the following forms, attached hereto as Exhibit A:
 - 10.6.5.1. Form DSA IR A-7, Project Inspector: Certification and Approval.
 - 10.6.5.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance.
 - 10.6.6. Inspector shall not authorize deviations from the Contract Documents.
 - 10.6.7. Inspector shall obtain authorization to access DSAbox and submit all communications and documents through DSAbox.
 - 10.7. Inspector Maintenance of Records, Job File, and Building Codes
 - 10.7.1. Inspection Records. Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("Inspection Records"). The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:
 - 10.7.1.1.Record of Inspection on Plans. A systematic record of the inspection of all Construction Work required by the Construction Documents. Inspector shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.
 - 10.7.1.2.Construction Procedure Records (Title 24, Part 1, Section 4-342(6)). These shall include, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.
 - 10.7.1.3. Deviations and Resolution of Deviations. The resolution of reported deviations.

- 10.7.1.4. Daily Job Log. Daily job log of the Inspector's time spent, areas and scopes inspected, and tasks performed on the Site.
- 10.8. Job File. Inspector shall maintain a record of his/her attendance at the Site and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of the District.
 - 10.8.1. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction).
 - 10.8.2. Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District.
 - 10.8.3. In addition, the Inspector shall organize and maintain a complete system of construction records, including, but not limited to:
 - 10.8.3.1. All Inspection Records.
 - 10.8.3.2. Job memo file.
 - 10.8.3.3. Site conference file.
 - 10.8.3.4. Progress reports.
 - 10.8.3.5. Test and Inspection List (Form DSA-103-1 (Revised 01-01-12).
 - 10.8.3.6. Correspondence file, including, without limitation, all correspondence from/to Architect, construction contractor(s), District, and DSA.
 - 10.8.3.7. Complete change order file.
 - 10.8.3.8. All Addenda.
 - 10.8.3.9. All deferred approval documents.
 - 10.8.3.10. Complete shop drawings, samples, and submittal file.
 - 10.8.3.11. All Contract Documents including, without limitation, the approved plans and specifications.
 - 10.8.4. All records and documents kept by Inspector shall be and remain the property of District.
- 10.9. **Building Codes.** In addition to the above documents, Inspector shall keep at the Site, a copy of all applicable building codes and regulations necessary to perform required inspections, including, without limitation, the following parts of Title 24 of the California Code of Regulations in the edition referenced in the Contract Documents:
 - 10.9.1. Title 24, Part 1 (Administrative Code).
 - 10.9.2. Title 24, Part 2, Volumes 1, 2, and 3 (Building Code).
 - 10.9.3. Title 24, Part 3 (Electrical Code).
 - 10.9.4. Title 24, Part 4 (Mechanical Code).
 - 10.9.5. Title 24, Part 5 (Plumbing Code).
 - 10.9.6. Title 24, Part 6 (Energy Code).
- 10.10. Communications, Reporting, and Notifications
 - 10.10.1. DSA Notification. Inspector shall notify DSA:
 - 10.10.1.1. At least forty-eight (48) hours prior to the start of any Construction Work at the Site.
 - 10.10.1.2. At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.

- 10.10.1.3. At least forty-eight (48) hours prior to the first concrete pour/placement at the Site.
- 10.10.1.4. When Construction Work has been suspended for a period of more than two (2) weeks.
- 10.10.2. Notification of District and Architect. Inspector shall immediately report to District, the Architect, and the construction manager any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. Inspector shall inform the District, the Architect, and the construction manager of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the Inspector has related to the Project or the Contract Documents. Inspector shall advise the District of needed inspections related to the status of the Construction Work, and District shall provide the schedule of Construction Work to Inspector so that both Parties arrange timely inspections.
- 10.10.3. Deviation Notification of Contractor(s). Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. If the contractor does not immediately correct the deviation upon the verbal notice, then copies of the written notice shall be forwarded immediately to the District, the Architect, the construction manager, and DSA. Inspector shall document all resolutions of reported deviations and make them part of the Inspection Records.
- 10.10.4. Contractor Inquiries. Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector, including the contractor's uncertainties regarding the Construction Documents. Inspector shall document these inquiries and immediately forward them to the Architect for response.
- 10.10.5. Construction Manager. Inspector shall also work with the construction manager if the District uses a construction manager on any portion of the Project. If District does not use a construction manager on the Project, then all references to a construction manager herein shall mean the District.

10.11. Inspector Responsibilities for Forms and Reports

- 10.11.1. Semi-Monthly Reports. Inspector shall submit semi-monthly reports on the 1st and the 15th of each month to District, the Architect, and DSA.
- 10.11.2. **Verified Reports**. Inspector shall submit verified reports at the following times that will include notification of outstanding deviations:
 - 10.11.2.1. Work on the Project is suspended for a period of more than one (1) month.
 - 10.11.2.2. Inspector is terminated for any reason.
 - 10.11.2.3. DSA requests a verified report.
 - 10.11.2.4. If District occupies any building on the Site.
 - 10.11.2.5. When the Construction Work is complete.

Each verified report shall be on Form DSA-6, or more current form, and shall clearly describe all non-compliant Construction Work including change order work that is pending DSA approval. Each verified report shall state that Inspector knows of his/her personal knowledge that the Construction Work has, in every material respect, been performed in compliance with the Construction Documents. Inspector shall declare under penalty of perjury that all information indicated on the report is true.

- 10.12. All Other Reports. In addition, Inspector shall initiate and file with DSA prior to their due date, any other Project-related, forms, required of contractors, subcontractors, testing and inspection laboratories, and the District. Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.
- 10.13. Inspector Responsibilities for Laboratory Structural Tests. Inspector shall initiate and expedite testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing and shall be responsible for the sequential progress of the Project related to the test lab reports.
- 10.14. Inspector Responsibilities at Beginning of Occupancy. Inspector shall observe the District's occupancy or movement of District-furnished equipment to each Site before completion and record and report any damages occurring so any claims may be fully documented.
- 10.15. Compliance with DSA Inspection Card Process. Inspector shall perform any service or work required to comply with DSA's inspection card process that establishes specific construction milestones that must be approved by the Inspector before contractor(s) can start subsequent work on a project.
- 10.16. **Facilities/Equipment.** District shall provide for Inspector's operational needs, such as office supplies, telephone, and fax machine.
- 10.17. Inspector Certification. Inspector shall provide the District a copy of documents satisfactory to the District certifying that Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. Inspector shall also provide any other documents or certification requested by the District. Inspector shall initiate and provide the District with Form DSA-5, or more current qualification/certification form.
- 10.18. Substitute Inspector and/or Assistant Inspector. Inspector shall provide the Services throughout the Term and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, Inspector, at no cost to District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).
- 10.19. Other Jobs Outside of the Project. Inspector shall be required to work full-time on the Project, and shall not work on or be under contract for another project without prior written approval from District, and without a reduction in compensation proportionate to the amount of time Inspector is required to be absent for responsibilities to another project.
 - 10.19.1. In the event that this Agreement involves a company of inspectors, a DSA-approved inspector shall be designated as the Inspector for District and shall be on constant duty at the Site as described in this Agreement.
 - 10.19.2. Inspector shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.
- 11. Information. To the extent applicable, Inspector shall obtain information from the District as follows:
 - 11.1. Furnished by District. Upon request by Inspector, District shall furnish Inspector any information and documents readily available to District that the Inspector determines may be of use to the Inspector in the performance of the Services. District shall rely upon Inspector to determine which information and documents

may be of use to the Inspector in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Inspector shall determine if it is appropriate to rely on the District furnished information or documents. Inspector shall determine if clarification, additional information, or additional data is needed.

- 11.2. Furnished by Others. Inspector is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Inspector shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Inspector shall determine if clarification, additional information, or additional data is needed.
- 12. Originality of Services. Except as to standard generic details, Inspector agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Inspector and shall not be copied in whole or in part from any other source, except that submitted to Inspector by District as a basis for such services.
- 13. Copyright/Trademark/Patent. Inspector understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Inspector consents to use of Inspector's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 14. Audit. Inspector shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of broker transacted under this Agreement. Inspector shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Inspector shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Inspector and shall conduct audit(s) during Inspector's normal business hours, unless Inspector otherwise consents. If the Agreement involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), the Agreement shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment. The audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement.

15. Termination

- 15.1. **Job Completion**. Unless previously terminated or otherwise cancelled, this Agreement shall terminate when the notice of completion for the Project is recorded with the County recorder.
- 15.2. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Inspector only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Inspector. Notice shall be deemed given when received by the Inspector or no later than three (3) days after the day the notice was mailed, whichever is sooner.
- 15.3. Without Cause by Inspector. Inspector may not terminate this Agreement without cause.
- 15.4. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 15.4.1. Material violation of this Agreement by the Inspector; or
 - 15.4.2. Any act by Inspector exposing the District to liability to others for personal injury or property damage; or

15.4.3. Inspector is adjudged a bankrupt, Inspector makes a general assignment for the benefit of creditors or a receiver is appointed on account of Inspector's insolvency.

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

- 15.5. With Cause by Inspector. Inspector may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:
 - 15.5.1. Material violation of this Agreement by the District, or
 - 15.5.2. Failure of the District to timely pay undisputed Inspector invoices.

Written notice by Inspector shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Inspector.

- 15.6. **Documentation upon Termination.** Upon termination, Inspector shall provide the District with all documents produced maintained or collected by Inspector pursuant to this Agreement, whether or not such documents are final or draft documents.
- 16. Indemnification. To the furthest extent permitted by California law, Inspector shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Inspector, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including without limitation the payment of all consequential damages.

17. Insurance

- 17.1. Inspector shall procure and maintain during the life of the Project the following insurance with minimum limits equal to the amount indicated below.
 - 17.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Inspector, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from any portion of the Services.
 - 17.1.2. Workers' Compensation and Employers' Liability Insurance. In accordance with provisions of section 3700 of the California Labor Code, Inspector shall be required to secure workers' compensation coverage for its employees. In addition, the Inspector shall provide Employers' Liability Insurance for all of its employees engaged in any work on the Project. If any class of employee or employees engaged in work under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained

before any of those employee(s) commence work under this Agreement.

17.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability (Errors and Omissions) Insurance as appropriate to the Inspector's profession.

Type of Coverage	Minimum Requirement		
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical			
Payments	\$ 1,000,000		
Each Occurrence	The state of the s		
General Aggregate	\$ 2,000,000		
Automobile Liability Insurance - Any Auto	II. AL EXPONITIONS		
Each Occurrence	\$ 1,000,000		
General Aggregate	\$ 2,000,000		
Professional Liability	\$ 2,000,000		
Workers Compensation	Statutory Limits		
Employer's Liability	\$ 1,000,000		

- 17.2. **Proof of Carriage of Insurance**. Inspector shall not commence any work under this Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:
 - 17.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 17.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 17.2.3. An endorsement stating that District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Inspector's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 17.3. Acceptability of Insurers. Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to District and agreed upon in writing.
- 18. Assignment. The obligations and liabilities of the Inspector pursuant to this Agreement shall not be assigned voluntarily by the Inspector nor assigned by operation of law, without express written consent of the District.
- 19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.
- 20. Compliance with Laws.
 - 20.1. Generally. Inspector shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Inspector shall give all notices required by any law, ordinance, rule and regulation bearing on the Services indicated or specified. If Inspector observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Inspector shall notify the District, in writing, and, at the sole option of the District, any necessary

changes to the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Inspector receipt of a written termination notice from the District. If Inspector performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Inspector shall bear all costs arising therefrom.

- 20.2. Compliance with Applicable Laws. Inspector shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the drawings, plans and specifications is to be construed to permit Construction Work not conforming to these codes.
 - 20.2.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
 - Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.
 - 20.2.3. Labor Code of the State of California Division 2, Part 7, Public Works and Public Agencies.
 - 20.2.4. Education Code of the State of California
 - 20.2.5. Industrial Accident Commission's Safety Orders, State of California.
 - 20.2.6. National Electrical Safety Code, U. S. Department of Commerce.
 - 20.2.7. National Board of Fire Underwriters' Regulations.
 - 20.2.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.

Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since Inspector is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.

- 21. Certificates/Permits/Licenses. Inspector and all Inspector's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Inspector shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
- 22. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Inspector agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Inspector and each subconsultant shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Inspector or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Inspector agrees to require like compliance by all its subcontractor(s).
- Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Inspector performing of any portion of the Services.
- 24. Disabled Veteran Business Enterprises. Section 17076.11 of the Education Code requires school districts using funds

allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, Inspector must submit, upon request by District, appropriate documentation to District identifying the steps Inspector has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

- 25. Interaction with the Media and Public. Inspector shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Inspector receives a complaint from a citizen or the community, Inspector shall promptly inform the District about the complaint.
- 26. Taxes. Inspector shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Inspector agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Inspector may be reported to the Internal Revenue Service.
- No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except
 as expressly provided herein.
- 28. **District's Evaluation of Inspector and Inspector's Employees and/or Subcontractors**. District may evaluate Inspector in any manner which is permissible under the law. District's evaluation may include, without limitation:
 - 28.1. Requesting that District employee(s) evaluate Inspector and Inspector's employees and subcontractors and each of their performance.
 - 28.2. Announced and unannounced observance of Inspector, Inspector's employee(s), and/or subcontractor(s).
- 29. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 30. **Disputes.** All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.
- 31. **Confidentiality.** Inspector and all personnel designated by Inspector to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing any work pursuant to this Agreement. This requirement to maintain confidentiality shall extend beyond the effective termination date of the Agreement.
- 32. **Employment with Public Agency**. Inspector, if an employee of another public agency, agrees that Inspector will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 33. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

District:
Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
ATTN: Annie Aung

Inspector: Sandy Pringle Associates,	Inc.
1108 Sartori Ave., #300	
Torrance	,CA 90501
ATTN: Richard Hak	

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

- 34. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties for the Services and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 35. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 36. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 37. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 38. Authority to Bind Parties. Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 39. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.
- 40. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 41. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 42. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party represents s(he) has been properly authorized and empowered to enter into this Agreement.
- 43. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 44. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 45. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
- 46. Incorporation of RFQ/RFP & Proposal and Interpretation of Documents. If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("RFQ/RFP"), the RFQ/RFP and Inspector's proposal are hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFQ/RFP and/or the Inspector's Proposal, this Agreement shall control over the RFQ/RFP, which shall control over Inspector's Proposal. In no case shall a document calling for lower quality material or workmanship control.

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

Dated:		Dated:	November 3	, 20 <u>21</u>
Downey Unified	School District		Sandy Pringle Associates	Inc.
Signature:		Signature:	Soudy Yru	ug E
Print Name:	Christina Aragon	Print Name:	Sandy Pringle	
Print Title:	Assoc. Supt. Bus. Svcs.	Print Title:	Principal	
Information regar	ding Inspector:			
Inspector:	Ryan Ahmu	33-092	25085 er Identification and/or	:
License No.:	DSA Class 3 #6072	Numbe		300,0, 300,0,,,
DIR No.:	1000005679		Title 26, United States	
Address:	1108 Sartori Ave., #300	recipie	reporting rules requirents of \$600.00 or more	to furnish their
	Torrance, CA 90501	These i	er identification numberules also provide that	a penalty may be
Telephone:	310-787-8811	identif	d for failure to furnish cation number. In ord	er to comply with
Facsimile:	310-787-8833	identif	ules, the District requirication number or Socia	
E-Mail:	RyanA@PringleAssociates.com	whiche 	ever is applicable.	
	ietorship p			

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date:	11/03/2021
Proper Name of Inspector:	Ryan Ahmu
Signature:	Sandy Pring &
Print Name:	Sandy Pringle
Title:	Principal

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

Exhibit A

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FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the two boxes below must be checked, with the corresponding certification provided, and this form attached to the

Agreement for Project Inspection Services ("Agreement"): Inspector's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Inspector's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Inspector for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c)) Date: 11-3-1 District Representative Name and Title: Vince Modsen, Facilities Dice ctore The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to П Inspector's services under this Agreement and Inspector certifies its compliance with these provisions as follows: "Inspector certifies that the Inspector has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Inspector's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Inspector, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto." Inspector's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or П repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked: The installation of a physical barrier at the worksite to limit contact with pupils. Continual supervision and monitoring of all Inspector's on-site employees of Inspector by an employee of _ whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. Surveillance of Employees by District personnel. [TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Date: District Representative's Name and Title: Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Inspector that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). [MUST BE COMPLETED BY INSPECTOR'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Inspector entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Inspector. 11/03/2021 Date: Sandy Pringle Associates, Inc. Name of Inspector or Company: Signature: Sandy Fringle, Principal Print Name and Title:

Exhibit A IR-7 Inspector Certification and Approval IR-8 Project Inspector and Assistant Inspector Duties and Performances





Disciplines:	Structural	History:	Revised 07/18/18	Revised 04/24/12
			Revised 08/21/17	Revised 09/18/07
			Revised 06/20/17	Revised 06/01/06
			Revised 10/10/16	Revised 09/10/02
			Revised 02/22/13	Issued 09/01/99

Division of the State Architect (DSA) documents referenced within this publication are available on the DSA Forms or DSA Publications webpages.

PURPOSE: This Interpretation of Regulations (IR) provides clarification of specific Code requirements relating to the certification and approval of school construction project inspectors. All project inspectors must complete this two-step process of certification and approval by DSA before they are permitted to work on school construction projects.

BACKGROUND: Certification and Approval - A Two-Step Process

Certification: Section 1 of this IR explains how to become a DSA-certified project inspector and maintain such certification. Certification is the first step in becoming a school construction project inspector. Certification attests that the inspector is qualified to inspect construction projects under DSA jurisdiction.

Approval: Section 2 describes the DSA approval requirements and process for a project inspector to perform inspections on a particular project. Approval is the second step. This step occurs on every project. Approval of the project inspector by a DSA Regional Office must be obtained before the inspector is permitted to work on a project. Duties of inspectors are described in IR A-8: Project Inspector and Assistant Inspector Duties and Performance. The acceptance and approval of assistant inspectors is described in IR A-12: Assistant Inspector Approval.

INTERPRETATION:

CERTIFICATION OF THE INSPECTOR: As required by law, all project inspectors must be certified through the DSA Project Inspector Examination Program.

Examinations are given in each of four project classes. The examinations measure the applicant's ability to read and comprehend construction plans and the California Building Standards Code.

The DSA Project Inspector Examination Program does not qualify an applicant as a "special" inspector.

1.1 Class 1 Projects and the Class 1 Examination: Projects that are designated as Class 1 must contain one or more "Class 1 structures" (as defined below) but may also contain Class 2, Class 3 or Class 4 structures. The Class 1 examination is comprehensive; it tests the applicant's knowledge of Class 1, Class 2, Class 3 and Class 4 structures, and related code requirements.

Class 1 Structures

Buildings or additions of 2.000 square feet in floor area or greater that utilize materials other than wood-frame shear walls (masonry/concrete shear walls, steel brace frames, concrete, or steel moment-resisting frames) as the primary lateral-load resistive system.

- Substantial structural alterations to the gravity and/or lateral load-resisting system of the building types described above.
- Class 2 Projects and the Class 2 Examination: Projects that are designated as Class 2 1.2 must contain one or more "Class 2 structures" (as defined below) but may also contain Class 3 or Class 4 structures. The Class 2 examination tests the applicant's knowledge of Class 2, Class 3 and Class 4 structures, and related code requirements.

Class 2 Structures

- Buildings or additions over 2,000 square feet in floor area that utilize wood-frame shear walls as the primary lateral load-resistive system. Projects may be single- or multi-level, with no upper limit in floor area. The project may contain incidental masonry, concrete and/or structural steel construction (e.g., gravity load carrying columns and beams). Buildings may have isolated exceptions to the lateral load-resistive system, such as a steel brace frame at one location in the structure. Cellular or communication poles (not including truss towers) and field or stadium lights are considered Class 2 structures.
- Buildings or additions of less than 2,000 square feet in floor area that have primary lateral load-resistive systems utilizing concrete, masonry or steel construction. A singlestory masonry building with a regular configuration, a floor area of less than 7,000 square feet, and a wood-frame roof structure may be considered to be a Class 2 structure. Steel cantilevered structures of a repetitive nature (e.g., carports with solar panels, etc.) exceeding 2,000 square feet in area may be considered a Class 2 structure unless DSA determines the nature or complexity warrants a higher classification.
- On-site construction of two-story permanent modular buildings.
- Alteration/modernization and reconstruction projects that exceed the limitations of the Class 3 scope of work and do not include substantial alterations to structural systems of concrete, steel or masonry.
- Non-building structures that exceed the limitations of the Class 3 scope of work.
- Class 3 Projects and the Class 3 Examination: Projects that are designated as Class 3 1.3 must contain one or more "Class 3 structures" (small buildings of wood-frame construction and/or alteration/modernization projects) but may also contain Class 4 structures. The Class 3 examination tests the applicant's knowledge of both Class 3 and Class 4 structures, and related code requirements.

Class 3 Structures

- Buildings or additions of wood frame, single-story construction, with conventional (spread footing) concrete foundations and a total floor area less than 2,000 square feet. Structures must utilize wood-frame shear walls as the primary lateral load-resistive system. The project may include isolated steel or concrete elements (e.g., steel or concrete columns).
- Structural alteration projects limited to wood-frame, single-story construction. When deemed appropriate by DSA, alterations to (or addition of) isolated steel, masonry or concrete elements may be included in Class 3 projects. For example, alterations or additions to relocatable buildings or cell tower appurtenances may be considered a Class 3 project. However, alteration projects involving significant changes to the lateral load-resisting system may be classified as Class 1 or 2 projects.
- Alteration and modernization projects that are primarily non-structural, such as electrical, mechanical, plumbing, accessibility features and site improvement work.

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- Non-building structures, such as signs and poles, less than 35 feet in height, bleachers with a maximum of five rows of seats, walls less than 10 feet in height above grade, and single-story canopies less than 200 square feet in horizontal projected area.
- Class 4 Projects and the Class 4 Examination: Projects that are designated as Class 4 1.4 only include "Class 4 structures" (site installation of pre-manufactured, single-story relocatable buildings and related sitework). The Class 4 examination tests the applicant's knowledge of Class 4 structures and related code requirements.
- Relocatable Building Inspector In-Plant ("RBIP" Inspectors): Inspectors of factory-1.5 built relocatable buildings must either be a DSA certified RBIP inspector or a Class 1, 2 or 3 DSA certified project inspector. All appropriately certified project inspectors (i.e., project inspector class is consistent with the classification of factory-built relocatable buildings) and inspectors on the approved RBIP list will be eligible to perform RBIP inspection on projects under DSA jurisdiction. As of January 1, 2012, DSA no longer issues RBIP certifications. DSA certified or RBIP inspectors having an AWS CWI or SCWI certification and who will be performing structural welding inspection may indicate such on their form DSA 5-IPI In-Plant Project Inspector Qualification and Approval (see Section 0 of this IR) without need for filing a separate form DSA 5-SI: Special Inspector Qualification and Approval.
- Expiration and Recertification: An inspector's certification expires four years from the 1.6 date of issue. To renew the certification, each inspector must complete the requirements of the DSA inspector recertification program every four years. The recertification program consists of the DSA Academy Project Inspector Overview Class, a recertification seminar and examination conducted by DSA, and may include applicable continuing education courses acceptable to DSA that are presented by other entities acceptable to DSA. Further information regarding the requirements of recertification may be obtained online at:

www.dgs.ca.gov/DSA/Services/Page-Content/Division-of-the-State-Architect-Services-List/Apply-and-Maintain-Project-Inspector-Certification.

For information on the Project Inspector Overview Class, refer to

www.dsaacademy.dgs.ca.gov/registration/class.asp?id=22.

1.7 For Specific Examination Information: The DSA project inspector examination program is administered by the DSA Headquarters Office. For information regarding the examination schedule, locations, examination fees, or to obtain an application, contact DSA by phone at (916) 443-9932, or at:

www.dgs.ca.gov/-/media/Divisions/DSA/Publications/inspector program/2019 ProjectInspectorPackage

APPROVAL OF THE PROJECT INSPECTOR: As required by law, all project inspectors 2. must be DSA-approved for work on each individual project. All DSA project inspectors must maintain valid certification throughout the duration of assignment to any project and fulfill the requirements of DSA's recertification program as necessary. Newly certified project inspectors without prior DSA project inspection experience shall complete the DSA Project Inspector Overview Class prior to inspecting their first project.

To apply for approval, the Design Professional in General Responsible Charge must submit a form DSA 5-PI: Project Inspector Qualification and Approval, to the appropriate DSA Regional Office to ensure DSA approval of the inspector prior to the start of construction. For projects involving construction of permanent modular or relocatable buildings, the submittal requirements are the same except the design professional delegated responsibility for the observation of in-plant construction in Section 1.0 or, when subdelegated, Section 1.1 of the form DSA 1-MR Application for New Manufactured Permanent Modular or Relocatable Buildings, shall submit form DSA 5-IPI instead.

For approval on Class 1 and Class 2 projects: Before submitting a form DSA 5-PI or DSA 5-IPI (when applicable) for Class 1 or Class 2 projects, the Design Professional in General Responsible Charge must consult the DSA field engineer assigned to the project by the DSA Regional Office. The design professional and the DSA field engineer must review the inspector's qualifications for the project with regard to DSA approval criteria (see DSA Approval of the Project Inspector in Section 2.1.5 of this IR). The use of assistant inspectors must also be considered at this time (see DSA IR A-12).

- Review of the Inspector's Qualifications by the School District and Responsible 2.1 Design Professionals: The following five items must be reviewed by the Design Professional in General Responsible Charge, the structural engineer delegated responsibility for observation of construction, and the school district prior to submitting the form DSA 5-PI or DSA 5-IPI (when applicable) to the respective DSA Regional Office for inspector approval:
- The Class of the Inspector's Certification and the Project Class: The project's 2.1.1 classification is determined by DSA during plan review, and is indicated on the Approval of Plans notification (issued after DSA approval of plans and specifications). The project classification can also be checked online at DSA's eTracker website at

https://www.apps2.dgs.ca.gov/dsa/tracker/ProjectStatus.aspx.

Project inspectors with Class 1 certification may apply for DSA approval to inspect any project. Project inspectors with Class 2 certification may apply for approval to inspect projects that are designated as Class 2, 3 or 4. Project inspectors with Class 3 certification may apply for approval to inspect projects that are designated as Class 3 or 4. Project inspectors with Class 4 certification may apply for approval only on Class 4 projects.

Inspector's Work Experience: DSA approval is contingent upon the inspector's 2.1.2 experience in inspection or construction work on building projects of a type similar to that of the individual project for which the inspector is applying. The inspector must describe, on the form DSA 5-PI or DSA 5-IPI (when applicable), qualifying experience from three building construction projects. Qualifying experience is defined by the types of duties performed and the types of projects on which those duties were performed.

Types of Duties: Prior job positions and responsibilities are the primary considerations of qualifying experience. The inspector's prior responsibilities for either inspection or construction should include experience with the trades that will be utilized on the project for which the inspector is applying. Job positions that may provide qualifying experience include:

- Project inspector (providing continuous inspection of an entire project). Prior experience as a project inspector is required for Class 1 and large Class 2 projects.
- Office of Statewide Health Planning and Development (OSHPD) Class A inspector.
- DSA-approved assistant inspector.
- General contractor's field superintendent.
- For Class 4 projects only, special inspector or construction trade journeyman. These positions provide qualifying experience only in the specific trade(s) in which the individual worked.

Other job positions are unlikely to provide sufficient experience for approval by DSA as a project inspector.

Types of Projects: The types of projects that provide qualifying experience must be relevant to the type of project for which the inspector is applying. Project aspects (both for prior projects and the project for which the inspector is applying) that must be considered include:

- Materials of the structural system (wood-frame, concrete, masonry, steel).
- Complexity of the structural system (configuration of buildings, number of floors and unusual design features).
- Size (square footage of new construction, total construction cost).

On-Site Presence of the Project Inspector: Two important aspects must 2.1.3 be considered:

During Construction: The inspector must be present on the job-site or in the plant (for permanent modular or relocatable buildings) as needed to provide continuous inspection of all the work (refer to California Administrative Code [CAC] Section 4-342[b]1 for additional information). The inspector's schedule must allocate sufficient time to perform all required duties on the project for which the inspector is applying.

The inspector must indicate on the form DSA 5-PI or DSA 5-IPI (when applicable) whether presence on the job-site will be full-time (40 hours per week or more) or parttime (less than 40 hours per week). Large projects usually require a full-time commitment from the inspector.

Time Commitment: If the inspector has other work commitments concurrent with the project for which the inspector is applying, each school project, each non-school project, and/or any other employment commitment must be described as indicated on the form DSA 5-PI or DSA 5-IPI (when applicable). If the combined work between multiple projects is approximately 60 or more hours per week, the following is required:

- Justification that sufficient time will be spent on the project while accounting for travel between projects.
- When requested, a workload schedule accounting for all work commitments that is coordinated with the construction schedule for the project for which the inspector is applying.
- A notification to all school districts and DSA field engineers for those multiple projects.
- Letters or emails of acknowledgement from those school districts and, when requested, DSA District Structural Engineers working on those projects must be included with the form DSA 5-PI or DSA 5-IPI (when applicable).

Any future increase in workload on non-DSA projects beyond that identified in the form DSA 5-PI or DSA 5-IPI (when applicable) without a corresponding workload decrease (i.e., a net increase) thereby resulting in a total workload of approximately 60 or more hours per week shall be communicated to the respective DSA field engineer for their consideration of whether adequate on-site inspector presence can be maintained.

During the initial inspector evaluation for the project, the responsible design professionals, the school district and DSA must conclude that the inspector's schedule will allow for an adequate presence on the job-site. In the event that the school district, the responsible design professional(s) or DSA conclude that the inspector's schedule as described on the form DSA 5-PI or DSA 5-IPI (when applicable) will not allow for sufficient presence on the job-site, the inspector will be afforded an opportunity to provide additional information for re-evaluation.

School District and Design Professional's Interview of the Inspector: DSA 2.1.4 recommends that the school district and the responsible design professional(s) conduct a personal interview with the inspector before signing the form DSA 5-PI or DSA 5-IPI (when applicable).

The following points should be considered:

- Inspector's knowledge of his/her role and responsibilities, job duties and limits of authority.
- Inspector's characteristics that are necessary to develop and maintain satisfactory working relationships. Such characteristics include effective communication skills, patience, determination, consistency and the ability to exercise sound judgment.
- Inspector's physical ability and stamina to inspect all construction, and to maintain a responsive presence on the job.
- Inspector's ability to provide a responsive presence on the job while accounting for time commitment on other concurrent projects and travel time between them.
- Inspector's knowledge of construction methods, building materials, material testing/special inspection procedures and building codes applicable to the project. The inspector must be able to read and readily comprehend the requirements of the project plans and specifications.
- DSA Approval of the Project Inspector: The project inspector must be DSA-approved 2.1.5 for each individual project. The DSA field engineer's approval of the proposed inspector is based on the following criteria:
 - The proper relationship between the class of the inspector's certification and the project's classification, as described in Section 2.1.1.
 - The inspector's work experience, as described in Section 2.1.2.
 - The inspector's workload and time commitment to the project, as described in Section 2.1.3.
 - The utilization of assistant inspector(s), as described in DSA IR A-12.
 - Satisfactory performance on previous school construction projects.
 - Verification that the inspector is employed by the school district.
 - Exception: Manufacturer's stockpile projects shall have the DSA-accepted Laboratory of Record employ the in-plant inspector.
 - Verification that newly certified inspectors without prior DSA project experience have completed the DSA Project Inspector Overview Class prior to inspecting their first project.

If the inspector meets the requirements for approval, the DSA field engineer or field supervisor will sign the form DSA 5-PI or DSA 5-IPI (when applicable), which indicates DSA approval. A copy of the signed form DSA 5-PI or DSA 5-IPI (when applicable) will be posted to DSA's electronic filing system as indicated in PR 13-01: Construction Oversight Process.

If DSA is unable to grant approval, the form DSA 5-PI or DSA 5-IPI (when applicable) will be promptly returned to the Design Professional in General Responsible Charge, with documentation of the reason(s) why approval was not granted. The proposed inspector may be reconsidered for approval if these documented reasons are

satisfactorily addressed on the resubmitted form DSA 5-PI or DSA 5-IPI (when applicable).

WITHDRAWAL OF APPROVAL AND/OR CERTIFICATION: The DSA field engineer observes the project inspector's performance of code-prescribed duties during the course of construction. IR A-8 describes the required duties and responsibilities of the project inspector. Failure to perform duties as required may result in the withdrawal of approval and/or certification of the project inspector. Should the school district terminate the inspector's employment prior to project completion, the school district shall confer with DSA and provide the basis for termination. The architect or structural engineer in general responsible charge shall obtain DSA approval of a replacement project inspector prior to continuation of construction work.

REFERENCES:

California Code of Regulations Title 24 Part 1: California Administrative Code Sections 4-211, 4-238, 4-333, 4-333.1 and 4-341 California Health and Safety Code, Section 16017 California Education Code, Sections 17311 and 81143

This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K-12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at www.dgs.ca.gov/dsa/publications at the time of project application submittal to DSA are considered applicable.



IR A-8

PROJECT INSPECTOR AND ASSISTANT INSPECTOR DUTIES AND PERFORMANCE: 2016, 2013, 2010, and 2007 CAC

Disciplines:	Structural	History:	Revised 10-03-07	
Біосірініст	Charles of the Country of the Countr	Revised 05-23-16	Revised 05-16-07	
		Revised 07-17-13	Revised 06-01-06	
		Revised 08-09-12	Revised 01-28-02	
		Revised 11-03-08	Issued 01-01-99	as IR 17-2

Division of the State Architect (DSA) documents referenced within this publication are available on the DSA Forms or DSA Publications webpages.

Purpose: This Interpretation of Regulations (IR) provides clarification of specific Code requirements related to the duties of project inspectors and assistant inspectors.

Background: There are three types of inspectors who may perform code-required inspections on DSA projects:

- Project Inspector is responsible for ensuring that all code-prescribed inspections and administrative duties are completed, including supervision of assistant inspectors and monitoring of special inspectors. The DSA certified Class 1 project inspector may utilize one or more assistant inspectors to assist in performing inspection and administrative duties on a project.
- Assistant Inspector may be required to assist a DSA certified Class 1 project inspector by providing inspection and administrative assistance to the project inspector on a project. An assistant inspector must be qualified by obtaining DSA certification as a project inspector. Qualified assistants must be approved by DSA for each project as explained in IR A-12: Assistant Inspector Approval: 2016, 2013, 2010 and 2007 CAC.
- Special Inspector a specially qualified person utilized, where required by code, to inspect specific aspects of the work, such as structural steel welding or masonry construction. A special inspector may be hired by the laboratory of record or through an independent contract with the school district or owner. Refer to IR 17-4: Basics of Structural Tests and Special Inspections and IR 17-6: Structural Special Inspector Duties and Responsibilities for additional information.
- REQUIRED DUTIES OF THE PROJECT INSPECTOR: The project inspector must 1. perform specific duties in accordance with California Administrative Code (CAC), Title 24, Part 1 (Sections 4-211, 4-219, 4-333 and 4-342). The project inspector acts under the direction of the design professional in general responsible charge and is subject to supervision by DSA. The project inspector does not have the authority, under Title 24, to direct the contractor in the execution of the work or to stop the work of construction.

The project inspector's responsibilities include:

- A thorough understanding of all requirements of the construction documents.
- Inspection of all portions of the construction for compliance with the requirements of the DSA approved construction documents.
- Identification, documentation, and reporting of deviations using form DSA 154: Notice of Deviations / Resolution of Deviations in the construction from the requirements of the DSA approved construction documents. (Refer to DSA Procedure PR 13-01: Construction Oversight Process for additional information.)

Submittal of interim and final verified reports (forms DSA 152: Project Inspector Card and DSA 6-PI: Project Inspector Verified Report, respectively; DSA 152-IPI: In-Plant Inspector Inspection Card / Verified Report for in-plant inspector) per PR 13-01. At the conclusion of the project any outstanding deviations must be noted on the form DSA 6-PI or, for the in-plant inspector, In-Plant Inspector Inspection Card/Verified Report (form DSA 152-IPI).

Lack of compliance with the duties described above, the next section below, or detailed in PR 13-01 may result in a non-compliance recording on the Project Inspector Performance Review (form DSA 119: Project Inspector Verified Report.) The project inspector is prohibited from performing functions associated with actual construction work such as the following:

- Performing construction work.
- · Ordering or purchasing materials.
- Directing the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work.
- Coordinating or scheduling the construction work.
- · Performing "quality control" of construction. Quality control is the responsibility of the contractor. Quality assurance is the responsibility of the inspector.

The project inspector may perform duties for the school district or owner that are not codeprescribed as long as such duties do not interfere with inspection duties. It is the inspector's responsibility to report all ancillary duties to DSA, the design professional in general responsible charge, and the structural engineer. The inspector shall also report unforeseen time demands that are impacting, or will impact, his or her ability to perform code-prescribed duties.

DSA may approve a project inspector when, in the opinion of DSA, these ancillary duties would not create a conflict of interest. DSA may withhold approval of a project inspector or withdraw approval at any time if the appearance of a conflict of interest arises.

- SEVEN CATEGORIES OF CODE-PRESCRIBED DUTIES OF THE PROJECT 2. INSPECTOR: The code-prescribed duties of the project inspector have been organized into the following seven categories.
- CATEGORY 1 Inspector's Job File: The inspector must maintain the following 2.1 records at the job site during construction in an organized, readily accessible manner:
 - 1. DSA approved (stamped and initialed) plans and specifications (printed copy).
 - 2. DSA approved testing and inspection list (form DSA 103: List of Required Structural Tests and Special Inspections). The DSA 103 may be incorporated into drawings or specifications (printed copy).
 - 3. DSA approved deferred submittals as required by DSA approved plans (printed copy).
 - 4. DSA approved project addenda and revisions (printed copies) with identification marks made on the original DSA approved construction documents indicating changes made by these documents.
 - 5. DSA approved construction change documents Category A with a log of all construction changes and identification marks made on the original DSA approved construction documents indicating changes made by these documents.
 - 6. Project Inspection Card (form DSA 152) and, when applicable, form DSA 152-IPI.

- 7. Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.) accepted by applicable design professionals.
- 8. Communication log referencing all significant project construction related communications, such as contractor's requests for information (RFI), responses to RFIs, DSA communications (field trip notes, etc.), architect's supplemental instructions, information bulletins, and project related meeting minutes and/or notes.
- 9. Deviation notices using form DSA 154 with a log (summary record) indicating resolution status for each deviation. Notice of resolution of deviations using form DSA 154.
- 10. Records of concrete placing operations.
- 11. Evidence of continuous inspection, such as daily inspection reports.
- 12. Both structural/materials and fire/life safety testing reports as well as special inspection reports.
- 13. Identification of responsible groups/individuals, including the project inspector, for both structural/material and fire/life safety related tests and special inspections.
- 14. Completed semi-monthly reports (form DSA 155: Project Inspector Semi-Monthly Report and Instructions).
- 15. Verified reports from all parties required to file verified reports.
- 16. DSA field trip notes (form DSA 135: Field Trip Note or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
- 17. California Building Standards Codes (Title 24) applicable to the project, such as the following: Part 1 CAC; Part 2, Volumes 1 and 2 CBC; Part 3 California Electrical Code (CEC); Part 4 California Mechanical Code (CMC); Part 5 California Plumbing Code (CPC); Part 6 California Energy Code. The code edition must be as referenced on the DSA approved plans and specifications. The project inspector should have access to applicable structural referenced standards as needed for particular project inspection activity.
- 18. Any other documents required to provide a complete record of construction.

The job file records listed above may be maintained in paper (i.e., hard copy) and/or electronic format, unless otherwise specified above. If any records are maintained electronically, full viewing access shall be given to the school district, DSA personnel and others needing access. The Project Inspector Performance Review (form DSA 119) provides guidance for required recordkeeping and duties. It may be used by the DSA field engineer, per Section 3.1 of this IR. At the completion of the project, the project inspector shall transfer the job file, with the exception of building codes and reference standards, to the school district, which shall maintain the job file as part of the permanent school district records. If the project inspector is, for any reason, terminated prior to the completion of the project, they shall ensure transfer of the job file. This occurrence requires the project inspector to personally provide a copy of the entire job file (with the exception of building codes and standards) to the assuming project inspector and to the school district. A copy of the entire job file shall be made available to DSA upon request (refer to PR 13-01 for additional information).

CATEGORY 2 - Inspector's Comprehension of the Construction Documents: The 2.2 project inspector must study and fully comprehend the requirements of the construction documents in order to provide competent inspection of the work. It is necessary for the inspector to possess a thorough understanding of the requirements of the plans and specifications before that portion of the work is performed.

The inspector must:

- Consult the responsible design professional(s) to resolve any uncertainties in the inspector's comprehension of or seeming errors in the approved construction documents prior to construction of that portion of the work.
- Review requirements for each phase of the construction with the contractor prior to commencing that phase of the work. Good communications will prevent construction errors from occurring.
- Readily identify noncompliant work as the construction progresses to facilitate prompt corrective action.
- Verify code compliant implementation of both the structural/materials and fire/life safety testing as well as the special inspection program.

CAC, Title 24, Part 1, Section 4-343, specifies that the contractor must direct inquiries regarding document interpretation (including Requests for Information (RFI)) to the design professional in general responsible charge, through the inspector. This code provision requires the contractor to involve the inspector in the interpretation and clarification of the construction documents.

CATEGORY 3 - Continuous Inspection of the Work: Continuous inspection means 2.3 complete and timely inspection of every part of the work, including any and all work beyond the inspected structural, fire/life safety or accessibility portions of the work, such as mechanical, electrical, plumbing, etc. Title 24, Part 1 requires prompt inspection of all the work as it progresses. Title 24, Part 1 also requires that prompt verbal notification be made to the contractor of any deviation so that the deviation can be immediately corrected. Use DSA 154 to report structural, fire/life safety or accessibility deviations that do not receive immediate corrective action. Use DSA 155, Section B on page 2, to report deviations affecting other work.

Work such as concrete work or masonry work, which can be inspected only as it is placed, requires the constant presence of the inspector. Certain types of work which can be completely inspected after the work is installed may be carried out while the inspector is not present, provided that the inspector promptly identifies and reports all deviations.

The project inspector must have personal knowledge of the construction obtained through the project inspector's own physical inspection of the work in all stages of its progress. When special inspectors or approved assistant inspectors are used on a project, the project inspector's personal knowledge may include that knowledge obtained from these individuals. The project inspector must keep a log of time spent on site and report any unforeseen time demands that are impacting or will impact his or her ability to perform code-prescribed duties.

CATEGORY 4 - Records of Inspections: The inspector must maintain detailed records 2.4 of all inspections. The inspector's records must provide comprehensive and timely documentation of the inspected work, promptly identifying all compliant and noncompliant construction. These records must be readily accessible and maintained in an organized manner as described in Section 2.1. The following are the inspection records that must be maintained at the job site:

- A systematic record of all materials and assemblies accepted by the applicable design professional (when applicable) and delivered to the project site.
- A systematic record of the inspection of all work required by the approved construction documents, including any modifications to the originally approved documents, such as approved addenda, revisions, or construction change documents. Marking properly completed work on a set of construction documents is a recommended method of verifying that the requirements of the plans and specifications have been met. The inspector must also record the resolution of reported deviations on form DSA 154.
- Construction procedure records per CAC, Title 24, Part 1, Section 4-342, including but not limited to, concrete placement operations and other records specified on the approved construction documents.
- Log of project inspector's and assistant inspector's time spent on site. DSA may require verification from the inspector of time spent at the job site during all phases of the work. The project inspector's maximum cumulative total number of hours permitted on one or more simultaneous projects must not exceed approximately 60 hours per week without justification and notification to districts in which all simultaneous projects occur. Refer to IR A-7: Inspector Certification and Approval for additional information.
- CATEGORY 5 Communications Required of the Inspector: The inspector must, 2.5 during the course of construction, provide specific code-prescribed notices and reports to the responsible design professional(s), DSA, the school district, and the contractor. The inspector must maintain records of all communications. These records must be readily accessible (as noted in Section 2.1) and maintained in an organized manner. The date and recipients of all communications must be clearly indicated.

The inspector is required to provide the following communications during the course of a construction project:

Notifications to DSA: As required by CAC, Title 24, Part 1, Section 4-342 (b) 5 2.5.1 (see form DSA 151: Project Inspector Notifications and PR 13-01), including start of work, minimum 48 hours prior to completion of foundation trenches, minimum 48 hours prior to first concrete placement, and when work is suspended for more than one month.

> Note: For the start of work, the project inspector shall use the date the contractor mobilizes on the project site to begin construction (or demolition, if demolition work is included in the project scope and in the DSA approved construction documents).

Notifications shall be made using form DSA 151 and submitted electronically as prescribed in PR 13-01.

- Inspector's Semi-Monthly Reports: (See CAC, Title 24, Part 1, Section 4-337). 2.5.2 The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The semi-monthly report must be completed on the form DSA 155 and submitted in accordance with the procedures described in PR 13-01.
- Deviation Notices: (See CAC, Title 24, Part 1, Section 4-342(b) 8.) When the 2.5.3 inspector identifies deviations from the DSA approved plans and specifications. the inspector must verbally notify the contractor. If the deviation is not immediately corrected, the inspector is required to promptly issue a written notice

> of deviation (form DSA 154) to the contractor and submitted electronically as prescribed in PR 13-01. The project inspector shall contact DSA by email at least 48 hours prior to scheduled work covering up uncorrected deviations. The status and resolution of all deviations must be documented on semi-monthly reports (form DSA 155).

- Record of Communications to the Responsible Design Professional(s): All 2.5.4 uncertainties in the inspector's or contractor's comprehension of or identification of seeming errors in the documents must be reported in writing (email is acceptable) to the responsible design professional(s).
- Reporting for Projects with Work Stoppage: This may be required in cases 2.5.5 where DSA issues a Stop Work Order, Order to Comply or a request for district/owner to stop work in accordance with IR A-13: Stop Work and Order to Comply. DSA may issue specific instructions to the project inspector for additional reporting and/or oversight of construction related to a documented noncompliant condition that is the cause of work stoppage.
- Verified Reports: (refer to CAC Title 24, Part 1, Section 4-336). The project 2.5.6 inspector shall submit verified reports (form DSA 6-PI and, when applicable, DSA 152-IPI) directly to DSA, the responsible design professional(s) and the school district as described in PR 13-01.

The PI must also communicate to applicable parties how they addressed issues noted in communications (e.g., field trip notes, notifications, telephone calls, emails, letters, etc.) from DSA representatives or design professionals.

CATERGORY 6 - Inspector's Monitoring of Both the Structural/Materials and 2.6 Fire/Life Safety Testing and Special Inspection Program: The inspector is responsible, under the direction of the design professional in general responsible charge, for monitoring the work of the laboratory of record (LOR) and any special inspectors and other technicians hired directly by the school district to ensure that all structural/materials and fire/life safety testing and special inspections required for the project are satisfactorily completed in accordance with the DSA approved documents. Those special inspections prescribed by Chapter 17A of the 2013 CBC Title 24, Part 2, which are performed by the project inspector, require detailed daily inspection reports by the project inspector.

The project inspector must monitor the following aspects of the structural/material and fire/life safety related testing and special inspection program:

- When DSA approval for special inspectors is required for district-employed special inspectors, the project inspector must identify and report any special inspectors on the job site that are not DSA approved on form DSA 155. The project inspector must contact the design professional in general responsible charge and/or the school district to resolve this as soon as possible.
- The project inspector must verify that the LOR is included on the List of DSA Accepted Testing Laboratories on the DSA website and is qualified to perform the project tests and inspections. If there are tests or inspections the LOR is not qualified to perform, the project inspector must contact the design professional in general responsible charge and/or the school district to resolve this as soon as possible.
- The project inspector must verify that the LOR and special inspectors have received sufficient advance notification to perform the required material sampling or special inspection.

- The project inspector is responsible for verifying that all required material sampling, structural and fire/life safety related tests and special inspections have been performed. The project inspector is also responsible to verify special inspector's possession of valid certifications for the work being inspected. The project inspector is also responsible to monitor any special inspector's on-site presence, performance of duties, the special inspector's documentation of complying and noncomplying work, and issuance of deviation notices.
- The project inspector is responsible for reviewing all structural/materials and fire/life safety related test and special inspection reports. The project inspector must report on semimonthly reports (DSA 155) the status and resolution of deviations (form DSA 154) reported by any LOR or special inspector.

Refer to IR 17-4 and IR 17-6 for additional information.

CATEGORY 7 - Monitoring of Assistant Inspectors: The project inspector must 2.7 provide technical guidance to assistant inspectors and must verify the assistant inspectors' comprehension of the construction documents. The project inspector must also monitor the assistant inspectors' performance, verifying that the assistant inspectors are properly checking the construction, recording inspections, and performing other assigned duties.

The project inspector must ensure that any assistant inspector is performing the duties indicated on the assistant inspector's approved form DSA 5-Al: Assistant Inspector Qualification and Approval. See IR A-12.

The project inspector must provide continuous onsite supervision of all assistant inspectors.

- DSA OVERSIGHT: Each DSA regional office has field engineers who conduct oversight 3. of the project through review of documents and construction site visits. Each site visit typically includes the following:
 - Monitoring of the project inspector's administration and documentation of project activities
 - Observation of construction
 - Documentation of site visit findings using DSA field trip notes (form DSA 135).
- Project Inspector Performance Review: The DSA field engineer may evaluate the 3.1 project inspector's performance of code required duties for and administration of the project using the Project Inspector Performance Review (form DSA 119.) The purpose of the performance review is as follows:
 - To verify:
 - Continuous inspection of all work, including any portion performed by assistant inspectors.
 - Comprehension of the DSA approved construction documents.
 - Proper oversight of the testing and inspection program.
 - Proper communications/notifications to DSA and others as well as response to or appropriate action taken based on prior DSA communications.
 - Completeness of the project inspector's records as described in the job file list in Section 2.1.

- To communicate:
 - With the project inspector and responsible design professional regarding the project inspector's performance.
 - Any project documentation or other issues during construction, such as project inspector's proper noting and communication of deviations and their resolutions, to facilitate timely project certification.

The form DSA 119 is a project record which is maintained in DSA project files as well as posted both in DSA's electronic submittal system (<u>DSAbox</u>) and the <u>Project Inspector Performance Review Box</u>. At the completion of a project, form Project Inspector Performance Record (form *DSA 180: Project Inspector Performance Record*) will be completed and posted to these same locations.

- 3.2 Observation of Construction by DSA: The DSA field engineer conducts a site walk to make observations as necessary to ascertain that inspections have been completed diligently. During the site visit, the DSA field engineer may provide guidance to the project inspector, as needed, to ensure enforcement of the CAC and approved construction documents.
- 3.3 DSA Field Trip Notes: At the conclusion of the site visit, the DSA field engineer issues a field trip note (form DSA 135) as described in PR 13-01. The field trip note indicates any findings by the field engineer that require action by the project inspector and/or the design professional(s) to ensure project compliance with Field Act requirements. The field trip note may include informational comments, including construction status and guidance given to the project inspector. The field trip note becomes a part of the DSA project records.

REFERENCES:

California Code of Regulations (CCR) Title 24

Part 1: California Administrative Code (CAC)

Sections 4-211, 4-212, 4-214, 4-219, 4-240, 4-241, 4-242, 4-333, 4-333.1, 4-334, 4-336, 4-337, and 4-342

California Health and Safety Code, Sections 16017 and 16021

California Education Code, Sections 17309, 17311, 81141 and 81143

This This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K—12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at www.dgs.ca.gov/dsa/publications at the time of project application submittal to DSA are considered applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/18/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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Policy Number: PSB0008331

Named Insured: Sandy Pringle Associates

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

- 1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.
- The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
- 4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II LIABILITY)

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 5/29/2021	Named Insured: Sandy Pringle Associates

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

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

Policy Number: PSE0004127

Company

Named Insured: Sandy Pringle Associates

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. RLIPack® FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- B. Additional Insured Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

B. Additional Insured – Primary/Noncontributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the underlying insurance provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the underlying insurance also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

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

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before a loss

Job Description

Job performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)



II. 37. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-347 with The Stepping Stones Group, LLC to provide DHH Teacher(s)/subs to the DHH program, effective December 1, 2021 through June 30, 2022.

Supporting Documents



scan1378

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of December 1.2021, between the **Downey Unified School District** ("District") and 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:

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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 ("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 fallure 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 2021 and shall continue through 400 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.
- - 4.1. 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

Agreement No. 202122-347

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 walves the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.
 - 16.4. (I [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. [I [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 mall, 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 & Warehouse 11627 Brookshire Avenue Downey, CA 90241

FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

Name: The Stepping Stones Group, LLC.
ATTN: Kristyna Lopez
ADDRESS: 5000 Birch St. W.Tower Ste # 30
Newport Beach. CA 92660

Newport Beach. CA 92660

FAX:
EMAIL: kristyna@thesteppingstonesgroup.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 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.

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

- 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. Walver. 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 Recitais and Exhibits. The Recitais and each exhibit attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

Agreement No. 202122-347 IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below. CONTRACTOR: DISTRICT: Date: Dec 3, 2021 Date: Company: The Stepping Stones Group, LLC. **Downey Unified School District** (Dec 3, 202) 14:26 MST| SIGNATURE SIGNATURE Kristyna Lopez Christina Aragon PRINT NAME Associate Superintendent, Business Services **Account Manager** PRINT TITLE **Information regarding Contractor:** Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Yes **Account Manager** Contact Name: Kristyna Lopez Title: 5000 Birch St. #3000 WT kristyna@thesteppingstonesgroup.com Address: Phone: 949-407-6374 X109 Newport Beach, CA 92660 District use only below line 01.2-65000.0-57601-11900-5817-7435000 (sec) Account number to be charged: _ Rebecca Piephoso - DHH Prindpal Name and Title of site Administrator - Please print Signature of Program Director ONLY if using categorical funds Date

INDEPENDENT CONTRACTOR AGREEMENT (NON-CONSTRUCTION SERVICES)

DOWNEY UNIFIED SCHOOL DISTRICT - Revised 5/12/21

Agreement No. 202122-347

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. 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: Contractor will be providing teachers which will require constant interaction/contact with students on a daily basis. [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.	202122-347
Agreement	No.	20212

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:De	ec 3, 2021			
Name of Contractor:		The Stepping Stones Group, LLC.		
Signature:	Kristyna Lopez (Dec 3, 102), 14 28 MST)			
Representa	tive's Name and Title:	Kr štyna Lopez	Account Manager	

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

END OF DOCUMENT

Los Angeles and Orange County Rate Sheet 21/22

Speech-Language Pathologist	\$90 - 92 per hour
Occupational Therapist	\$90 - 92 per hour
Physical Therapist	\$90 - 92 per hour
SLPA/COTA/PTA	\$55-63 per hour
School Psychologist PPS	\$88 – \$97 per hour
School Counselor or LMFT	\$85 - \$92 per hour
OMS & VI & DHH Teacher & Audiologist	\$85 – \$92 per hour
Social Worker	\$70- \$76 per hour
APE Teacher	\$80 - \$90 per hour
ASL Interpreter	\$60 - 70 per hour
Special Education Teacher & Resource Specialist	\$70 - \$75 per hour
CNA	\$40 - 45 per hour
LVN	\$45 – \$57 per hour
RN	\$57 - \$65 per hour
Certificated School Nurse	\$90 – \$120 per hou

^{*}An additional overtime fee will be charged for all candidates that work over 8 hours in a day and/or 40 hours in a week. Overtime will be charged at a rate of 1.5 times the individual's bill rate specified on the Candidate Rate Confirmation sheet.

^{**}Mileage is to be reimbursed at the federal reimbursement rate.

ВСВА	\$85 - \$97 per hour
RBT	\$55 - \$60 per hour
ABA	\$55 - \$65 per hour
Behavior Interventionist	\$40 – \$43 per hour
Paraeducator	\$32 - \$40 per hour

^{*}An additional overtime fee will be charged for all candidates that work over 8 hours in a day and/or 40 hours in a week. Overtime will be charged at a rate of 1.5 times the individual's bill rate specified on the Candidate Rate Confirmation sheet.

^{**}Mileage is to be reimbursed at the federal reimbursement rate.

^{***}Should a district require SSG to provide laptops to our candidates an extra 70 cents per hour will be added to the agreed-upon hourly rate.

^{****}Should a district require SSG to provide Chromebooks to our candidates an extra 50 cents per hour will be added to the agreed-upon hourly rate.



CALIFORNIA DEPARTMENT OF EDUCATION NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: March 26, 2021

NPA ID: 9900045

Nonpublic Agency: The Stepping Stones Group, LLC

Site Administrator: Molly Shams

Mailing Address: 99 S. Almaden Boulevard, Suite 600

CA 95113 City: San Jose

NPA AUTHORIZED TO PROVIDE SERVICES AT NPA SITE ☐Yes ☑No

Grades: K to 12

Site Address:

Ages: Inf to 22

City:

Student Gender: Coed

2021 CERTIFICATION STATUS:

CA

APPROVED

Maximum Capacity: 76+

EFFECTIVE DATES:

January 01, 2021 through December 31, 2021

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq. This certification does not cover assessments for IEP development.

Amended

3/1/2021 - Certification amended to add OM services. 3/26/2021 - Certification amended to add HNS.

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Authorized to Provide the Following Related Service					
✓ APE	✓ BII	✓ LSDR	PCT	☐ SDTI	☐ VECD
☐ AS	✓ CG	☐ MT	✓ PS*	✓ SW	☐ LI:
ATS	□ EE	✓ OM	✓ PT	☐ TS	Other Services:
⊌ BID	✓ HNS	✓ ·OT	RS	□ VS	*Other than Assessment and IEP Development

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.

Focused Monitoring and Technical Assistance VI Unit, Special Education Division



CERTIFICATE OF LIABILITY INSURANCE

5/21/2022

DATE (MM/DD/YYYY)

11/9/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

	ER Lockton Companies		-		CONTACT NAME:				
1185 Avenue of the Americas, Suite 2010 New York NY 10036		PHONE (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:							
	646-572-7300				AUDRESS		IDER(S) ACCOR	DING COVERAGE	NAIC#
								y Insurance Company	36056
SURED									
8774	17 The Stepping Stones Group							ce Company	27120
.077	5000 Birch Street West Tower St	lite 3	000		INSURER C: Twin City Fire Insurance Company				29459
	Newport Beach, CA 92660				INSURER D :				
					INSURER	E:			
	Control of the Contro				INSURER	F:			
				NUMBER: 1537849					XXXXXXX
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15378498

Downey Unified School District **Business Services** 11627 Brookshire Avenue Downey CA 90241

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

AUTHORIZED REPRESENTATIVE

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THE STEPPING STONES GROUP NAMED INSURED LIST

- The Stepping Stones Group LLC
- The Perfect Playground OT, PT, & SLP PLLC
- SSG New York, LLC
- SSG Intermediate HoldCo, LLC
- Educational Based Services, LLC
- EBS Healthcare, LLC
- EBS Children's Therapy GA, LLC
- EBS Group LLC.
- Therapy Time L.L.C
- Autism Intervention Professionals, LLC
- The Futures HealthCore, LLC
- SSG HoldCo, LLC
- Stepping Stones Healthcare Services, LLC
- MBS MidCo, LLC
- EBS Children's Institute, LLC
- EBS Learning, LLC
- The Stepping Stones Autism Services Group LLC
- New England ABA LLC
- StAR of CA, LLC
- Behavioral Learning Center, Inc.
- Behavioral Learning Center CO, Inc.



II. 38. RATIFY Service Agreement No. 202122-348 with Sky Pediatric Therapy for Independent Educational Evaluations in the area of Physical Therapy for a student with special needs from October 21, 2021 through February 28, 2022.

Supporting Documents



scan1379

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of October 21, 2021 , between the **Downey Unified School District** ("District") and SKY Pediatric Therapy 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:

	vices. The Contractor shall furnish to the District Independent Educational Evaluation
in t	ne area of Physical Therapy to include review of records, evaluation/assessment, scoring of test
pro	tocols, school site observation, written report, and IEP attendance. (Se Me, #718382)
pro	BOOK, BUILDER AND OPPORTUNITY (MICHAEL PORTUNITY)

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 ("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.

- 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{1}{2}\$ 1500.00 ____, 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 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: 10/21/2021	
District Representative's Name and Title:	Dr. Tangela R. Diggs
District Representative's Signature:	Tangsla Diggs

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
- 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.
- Acceptability of Insurers. Insurance is to be placed with Insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.
- 17. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 18. Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a

Agreement No. 202122-348

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: SKY Pediatric Therapy Inc.
ATTN: Yvette Pigeon Gilmour, PT, DPT,PCS
ADDRESS: 1929 Main Street, #103
Irvine, CA 92614
FAX: 949-797-9234
EMAIL: skypediatric@yahoo.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.

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

- 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.Walver. 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

Wayne Short In (Nov 19, 2021 11:43 PST)

Agreement No. 202122-348

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below. CONTRACTOR: DISTRICT: Date: 11-19-21 Date: 12/14/2021 SKY Pediatric Therapy **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 _ Title: OFFic Contact Name: Kim Wangler Email: skypediatric @yaho.com Phone: 940-797. District use only below line Account number to be charged: 01.0-65000.0-57600-31400-5816-7430000 Rebekah Ruswick, director of Special; Education Name and Title of site Administrator - Please print Rebekah Ruswick ate Signature of Program Director ONLY if using categorical funds Date

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

Agreement No. 202122-348

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 <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: 10/21/2021	
District Representative's Name and Title:	Dr. TRAPPLER. DIRAS
District Representative's Signature:	Sorela R. Distra
District Representatives Digitatore:	1900

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: 10 21 2131

District Representative's Name and Title: Dr. That R. Diggs

District Representative's Signature: Signa

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

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

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

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

Date:	-19-21		
Name of Contractor:		SKY Pediatric Therapy "Inc.	
Signature:	Wazle		
Representative's Name and Title:			Office Manager

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

END OF DOCUMENT



II. 39. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-351 with Charity Vision International Foundation to provide no-cost eye exams and free glasses to qualifying students from December 20, 2021 through June 3, 2022.

Supporting Documents



scan1380

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 Charity Vision International Foundation ("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 Contractor shall furnish to the District			
through the NuSkin Force for Good Foundation.			
promotion of the profit of the			

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 ("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.

- Term. Contractor shall commence providing Services under this Agreement on December 2021, and shall continue through June 3, 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 \$0______, 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 Partles 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,

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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

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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 pald in excess of such established fault will be relimbursed 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 Partles 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. [I [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:	11/15/21	
Distric	t Representative's Name and Title:	Robert Jagielski, Senior Director
Distric	ct Representative's Signature:	121/20

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

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

16.6.

Other Insurance Provisions:

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- 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

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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

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: Charity Vision International Foundatio

ADDRESS: 1317 & Backy Styl \$105

FAX: (32) 378 - 1090 EMAIL: eyest @ Arrevision 2020.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 mall. 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.

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

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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 walver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a walver 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. _202122-351

DISTRICT:	CONTRACTOR:
Date:12/14/2021	Date: 11/21/21
Downey Unified School District	Company: Charity Vision International Foundation
SIGNATURE	SEGNATURE
Christina Aragon Associate Superintendent, Business Services	Maria Esther Salado PRINT NAME Octomobrist PRINT TITLE
Information regarding Contractor:	
Have you ever paid into or are you a retir	₩. ₩.
Contact Name:	Title:
	Email: Phone:
**************************************	se only below line
District u	Phone:
District uncount number to be charged:ame and Title of site Administrator – Please	Phone:
District u	Phone: print 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: 11/15/21 District Representative's Name and Title: Robert Jagielski, Senior Director 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

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

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

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

Date: 1/ 23/	21
Name of Contractor:	Charity Vision International Foundation
Signature:	SUS ~
Representative's Name and Title	: Mana Esthor Salado, aptometrist

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

END OF DOCUMENT



II. 40. APPROVE Agreement No. 202122-352 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and the East Whittier City School District that requests to utilize the services of the Deaf and Hard of Hearing program.

Supporting Documents



scan1381

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

AGREEMENT FOR

DEAF AND HARD OF HEARING SERVICES SPECIAL EDUCATION

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

The East Whittier City School District, hereinafter referred to as "District" is located at 14535 East Whittier Blvd., Whittier. CA 90605.

RECITALS

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

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

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

TERMS OF AGREEMENT

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

1. TERM

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

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT provides written notice at least 30 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (b) The District provides written notice at least 180 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
- (c) The parties, through mutual agreement, enter into a revised version of the Agreement.

2. COMPLIANCE WITH SPECIAL EDUCATION LAWS

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

3. PAYMENT FOR SERVICES

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

of the fiscal year. Payment is due to the DOWNEY UNIFIED SCHOOL DISTRICT within thirty (30) calendar days of the invoice date. Given public policy considerations ensuring "prompt payment," absent a written agreement or waiver, failure to pay in a timely manner will result in a late payment assessment in an amount not to exceed 10%.

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

4. INDEMNIFICATION

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

5. INSURANCE

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

6. NOTICES

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

DOWNEY UNIFIED SCHOOL DISTRICT:

Contracts Section
DOWNEY UNIFIED SCHOOL DISTRICT
Downey Unified Administrative Unit, 11627 Brookshire Ave.,
Downey, CA 90241
Downey-Montebello SELPA, 9625 Van Ruiten St., Bellflower, CA 90706

District:

East Whittier City School District 14535 East Whittier Blvd. Whittier, CA 90605

7. EMPLOYEE FINGERPRINTING

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

8. INDEPENDENT CONTRACTOR

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

District warrants its compliance with the criteria established by the U.S. Internal Revenue Service and the California Employment Development Department for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

9. INTEGRATION

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

10. ORDER OF PRECEDENCE

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

11. SEVERABILITY / WAIVER

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

12. AMENDMENTS

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

13. TERMINATION

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

disagreement. In the event the disagreement cannot be resolved in this informal meeting, the parties agree the District can terminate this agreement with cause, with termination to be accepted on the day prior to the first day of the *next* billing quarter.

14. FAILURE TO COMPLY

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

15. ATTORNEY'S FEES

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

16. COMPLIANCE WITH LAW

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

17. FORCE MAJEURE

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

18. GOVERNING LAW/FORUM SELECTION

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

19. INCORPORATION BY REFERENCE

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

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

21. RECORD RETENTION AND INSPECTION

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

22. NO THIRD PARTY BENEFICIARIES

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

23. DOWNEY UNIFIED SCHOOL DISTRICT BUDGET/GRANT FUNDS CONTINGENCY

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

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

24. NON-DISCRIMINATION AND NON-SEGREGATION

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

25. EXECUTION REQUIREMENTS

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

Dated: 8-9-21	By: Don
	EAST WHITTIER CITY SCHOOL DISTRICT Gabriela Tavitian Assistant Superintendent Educational Support Services
Dated:	DOWNEY UNIFIED SCHOOL DISTRICT Christina Aragon
	Associate Superintendent Business Services

Fed. Tax I.D.

EXHIBIT A SCOPE OF WORK

Scope of Work (Deaf and Hard of Hearing Services)

1. Responsibilities of the DOWNEY UNIFIED SCHOOL DISTRICT

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

- Provide interventions and systematic, purposeful instruction at student's instructional level and focusing on transition goals, linking District initiatives and Grade Level Expectations to IEPs.
- 6. Implement interventions based on student assessments and evaluations.
- Attend and participate in students' annual and triennial IEP team meetings.
- Conduct and complete annual and triennial IEPs for students enrolled or attending the classroom.
- Conduct triennial assessments to establish ongoing special education eligibility in the areas of psychological evaluations, speech and language evaluations, and academic testing.
 - (d) In providing these services, DOWNEY UNIFIED SCHOOL DISTRICT may utilize existing staff, new staff, and/or contracted agencies and staff.

2. Responsibilities of the District

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

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



II. 41. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-358 with Get Lit - Words Ignite to provide one-year license to access Get Lit Curriculum from July 1, 2021 through June 30, 2022.

Supporting Documents



scan1382

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of October 1, 2021 , between the **Downey Unified School District** ("District") and Get Lit- Words Ignite ("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.

NOW THEREFORE the Parties agree as follows:

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.

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ı.	Services.	The Contractor shall furnish to the District Get Lit Curriculum
		3

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/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.

- 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 \$1000, 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. I [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. I [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 i	District officia	il, I am fa	millar with	the facts	herein	certified,	and
am authorized to	execute this	certificate	on behalf	of the Dis	trict.		

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;
 - 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@dusd.net

Name:	Get Lit- Words Ignite
ATTN:	
ADDRESS:	672S LaFayette Park Place #10
	Los Angeles, CA 9057
FAX:	213-388-8639
EMAIL:	tess@getlit.org
Control of the Contro	

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. 202122-358

IN WITNESS WHEREOF, the Parties have below.	e executed this Agreement on the date indicated
DISTRICT:	CONTRACTOR:
Date:12/14/2021	Date: 10/11/21
Downey Unified School District	Company: Get Lit- Words Ignite
SIGNATURE	SIGNATURE
Christina Aragon Associate Superintendent, Business Services	PRINT NAME Tuterim Deputy Director PRINT TITLE
Information regarding Contractor:	tiree of CalSTRS/CalPERS? Yes No
Have you ever paid into or are you a ret	
	Title:
Address:	Email:
	Phone:
District	use only below line
Account number to be charged: 01.0-30100.0)-11100-10000-5804-3220000
Anthony Zegarra	
Name and Title of site Administrator – Pleas	e print
	NOU
Signature	Date '
Signature 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 always only have supervised or no contact with District students (as determined by District) during the Term of this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. District Representative's Name and Title: ___ District Representative's Signature: __ B.

The following Contractor Parties have more than limited contact with District students (as determined by District) during the Term of this Agreement: [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. 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. 202122-358

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:		5
Name of Contractor:	Get Lit- Words Ignite	
Signature:		
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



II. 42. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-359 with Taco Revolution to provide catering services for the Downey High School staff holiday breakfast on December 17, 2021.

Supporting Documents



scan1383

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 29, 2021, between the **Downey Unified School District** ("District") and Taco Revolution ("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 catering services to Downey High
	School.	
	services, a	as described above, if extra space is needed, attach as Exhibit A "Scope of Work the SOW falls under the scope of and is governed by the District Agreement, and

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 <u>December 17th</u> , 2021 , and shall continue through <u>December 17th</u> ,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 \$3,575 , 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

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: Taco Revolution
ATTN: Janeth Gudino
ADDRESS: 1107 Sudene Ave
Fullerton, CA 92831

FAX:
EMAIL: janeth_qudino@hotmail.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.

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

- 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:12/14/2021	Date:11/29/2021				
Downey Unified School District	Company: Taco Revolution				
SIGNATURE	SIGNATURE				
Christina Aragon Associate Superintendent, Business Services	Janeth Gudino DBA Taco Revolution PRINT NAME Owner PRINT TITLE				
Information regarding Contractor: Have you ever paid into or are you a retir	ree of CalSTRS/CalPERS? Yes No				
	Title:				
	Email:				
Phone:					
District u	se only below line				
ccount number to be charged: 01.0-00000.0-0	00000-27000-4310-4251500				
Scott Fleming, Assistant Principal					
Account number to be charged: 01.0-00000.0-0 Scott Fleming, Assistant Principal Name and Title of site Administrator - Please					
Scott Fleming, Assistant Principal Name and Title of site Administrator - Please					

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> no contact with <u>District students</u> (as <u>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:
District Representative's Signature:
B. The following Contractor Parties have more than limited contact with District students (as determined by District) during the Term of this Agreement:
[Attach and sign additional pages, as needed.]
☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; OR
☐ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.
As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
Date:
District Representative's Name and Title:
District Representative's Signature:
No Services shall commence until such determinations by DOJ and FBI has been made.
Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional

personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with

Agreement No. 202122-359

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

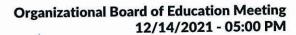
Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors 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:	11-29-2021			
Name of C	ontractor: _		Taco Revolution	
Signature:		A57		
Represent	ative's Name	and Title:	Janeth Gudino, Owner	

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

END OF DOCUMENT





II. 50. APPROVE Agreement No. 202122-375 with King Consulting to provide a demographic analysis and enrollment projections report. $\mathscr O$

Supporting Documents



Agreement No. 202122-375 - King Consulting - Demographic Analysis & Enrollment Projections - B.



FEE PROPOSAL/AGREEMENT FOR

DEMOGRAPHIC ANALYSIS & ENROLLMENT PROJECTIONS

for the

DOWNEY UNIFIED SCHOOL DISTRICT 2021-22

Agreement No. 202122-375

Attention:

Christina Aragon

Associate Superintendent, Business Services

Email: caragon@dusd.net Phone: 562.469.6520

Primary Contact:

Jamie Iseman President

Email: jamie@kinginc.com Phone: 916.706.3538

Contents

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Component A: Spatial Analysis	1
Component B: Community Demographics	2
Component C: Student Generation Study	2
Component D: Land Use and Development	3
Component E: Enrollment Projections	3
Component F: Facility Capacity Analysis	4
Deliverables	4
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Additional Considerations	5
Signature Page	£

Demographic Analysis & Enrollment Projections

The preparation of the Demographic Analysis & Enrollment Projections Report will allow the District to provide school facilities in a timely manner for all students and to maximize current facility usage in the Downey Unified School District. Components of the analysis include a comprehensive review of current and historical student population trends, community and general population demographic trends, land use and planning policies, student generation rates, residential development, a spatial analysis of the student population, and 5-year enrollment projections by school and grade level.

The purpose of the analysis is to provide a comparison of enrollment projections (by school and grade) to detailed facility capacities for the next five years, along with recommendations to guide the District's decisions regarding facilities.

The following components outline the consultant's work for the preparation of the annual update of the Demographic Analysis & Student Housing Report.

Component A: Spatial Analysis

Component A includes utilizing a District-specific GIS in order to spatially analyze the District and its communities. Specific information will include:

- Preparation of the District-specific Geographic Information System. Layers to be included are:
 - o Basemap data (roads, waterbodies, parks, district boundary, parcels, etc.)
 - School boundaries:
 - Geocode current year of student data (including addresses, school of residence, school of attendance, ethnicity, special programs, and other pertinent district student attributes);
 - o District owned properties;
 - Current and planned residential development;
 - Land use/zoning;
 - Potential developable land;
 - Other pertinent geographic data.
- Preparation of reports and maps for the 2021-22 school year in order to demonstrate the compilation of student population by grade level, ethnicity, socio-economics, and enrollment in special programs.
- Preparation of reports and maps demonstrating inter-district and intra-district transfer students, e.g. school of attendance vs. school of residence.
 - Preparation of attendance matrices to demonstrate all school-to-school transfers and relevant statistics in one table.

Component B: Community Demographics

Component B will analyze the current demographic trends within the District boundaries, the communities served by the District, the County, and the State of California that will affect district enrollments and facility utilization. Specific information will include:

- A multivariable review of historical student enrollments;
- An identification of local, County, and State population trends in order to provide a report on the reasons for changing populations within the District;
- A review of private and charter (County and District) school historical enrollments, identifying trends in comparison to public school enrollments within the District;
- A review of the District's existing housing stock including median housing values and an identification of trends over time;
- Analysis and report of community/neighborhood dynamics that have contributed to population changes and demographic shifts in the District;
- · Preparation of maps and reports to demonstrate findings.

Component C: Student Generation Study

Component C will analyze the number of students generated by both new residential construction and housing turnover. Student generation rates will be analyzed to evaluate the future impact of anticipated local housing trends. Specific information will include:

- Preparation of student generation rates for all recently constructed units by grade level, by housing type (i.e. single-family detached, single-family attached, multi-family, or affordable), by size of house, by age of house, and by attendance boundary. King Consulting will utilize assessor records and the District's student address database to prepare the rates. Other criteria may be analyzed if deemed necessary by King Consulting (i.e. assessed valuation, etc);
- Preparation of student generation rates for all recently sold units ("housing turnover") by
 grade level, by housing type (i.e. single-family detached, single-family attached, multi-family,
 or affordable), by age of house, and by attendance boundary. King Consulting will utilize a
 real estate database and the District's student address database to prepare the rates. Other
 criteria may be analyzed if deemed necessary by King Consulting (i.e. assessed valuation, etc);
- · Analysis of past and recent housing construction vs. current enrollments in District;
- Preparation of maps and reports to demonstrate findings.

Component D: Land Use and Development

Component D will identify current and anticipated land use plans and policies, and their potential effects on the District. Pertinent City and County agencies within District boundaries (planning agencies, LAFCO, redevelopment agencies, etc.) will be contacted to provide specific information including, but not limited to, tract numbers, developer contacts, current and proposed development and build-out of same. Land use and development will be analyzed by school to evaluate the future impact of anticipated local housing trends. Specific steps in this component will include:

- A review and analysis of all relevant land use plans and information that may affect development patterns in the District, including interviews with all relevant planning agencies (see above);
- A detailed review of all recent construction by attendance area, by type, by square footage, and by year constructed;
- Preparation of a database of all planned development over the next five years, including tract numbers, number of units, expected build-out and a timetable demonstrating student generation rates and total number of projected students for each development at specific grade levels by attendance boundary;
- A locational analysis of all vacant land which may be developed, current zoning, and potential
 use, including major development constraints and construction timetables;
- Georeferencing of all residential development information to a GIS map in order to analyze impact by attendance boundary;
- Preparation of maps and reports to demonstrate findings.

Component E: Enrollment Projections

Component E will provide enrollment projections based on student migration, birth trends, feeder elementary school district trends, and historic and anticipated development. Specific steps will include:

- Research of historic birth rates by ZIP code, and comparison to both Transitional Kindergarten and Kindergarten enrollments five years later;
- Comprehensive review of historical student cohort progression patterns and a detailed description of projection methodology;
- Preparation of annual enrollment projections to the 2026-27 school year. The projections will be grade and school specific;
- Using current zoning, build-out potential, and absorption schedules for residential development, three enrollment projections will be calculated based on housing build-out after applying student generation rates, including a "most likely" projection based on consultant's research;
- An analysis of projection sensitivity, identifying District policies, community trends, or events which may cause projections to deviate from the "most likely" projection;
- Preparation of reports and maps to demonstrate findings.

Component F: Facility Capacity Analysis

Component F will assess the District's facilities in order to verify current school capacities, both for facilities purposes and to meet the various program needs. The consultant will provide a minimum and a maximum loading by school site and program. The specific steps of Component F will include:

- An inventory of all District classrooms, including analysis of the number and percentage of portable and permanent classrooms by site and program;
- An evaluation of the District's pupil capacity, including a comparison of classroom capacities
 and constraints to projected increased/decreased enrollment. Capacities will be based on
 both local and state class size standards;
- Class size reduction capacities and special program needs will be included in the facility assessment;
- A review of the District's current facilities, calculating capacities of both open and leased school sites, acreages of sites, and analyzing all sites for potential expansion or alternative uses by District. Potential location for new sites may also be identified.

Deliverables

King Consulting will provide to the District a digital copy of the Demographic Analysis & Enrollment Projections Report document once when the initial draft is completed, and again when the report is finalized. King Consulting will present the study to the Board of Education. If requested, physical copies of the report can also be generated and provided to the District. The report will contain Components A through F, as detailed above.

Consulting Fees

The Consultant will provide services as needed and requested by the District. Services will be documented and invoiced on a monthly basis.

For services outlined in this Proposal the District shall pay the Consultant at the rate of \$185 per hour not to exceed \$18,500 (100 hours) without prior written approval from the District. The Consultant will provide services as needed and requested by the District. Services will be documented and invoiced on a monthly basis.

Additional Considerations

The Consultant shall be reimbursed as follows:

- 1. Work done after the completion of all components outlined in this agreement shall be billed at \$185 per hour.
- 2. Mileage shall be reimbursed for all meetings at the standard mileage rate for the current year as determined by the IRS.
- 3. Reproduction of documents shall be the responsibility of the District. If the District chooses, the Consultant will provide duplicating services on an actual cost basis.
- 4. Telephone and any express mail expenses will be documented and reimbursed to the Consultant.

Signature Page

This Agreement is between the Downey Unified School District and King Consulting.

	Duer
Christina Aragon Associate Superintendent, Business Services Downey Unified School District	Jamie Iseman, President King Consulting
December 14, 2021 Date:	Date:



II. 51. RATIFY Amendment No. 1 to the Clinic Services Agreement with PIH Health Physicians dated December 4, 2019 to include COVID-19 testing services as needed for District employees and dependents for the remainder of the agreement. \mathscr{O}

Supporting Documents



scan1384

AMENDMENT NO. 1 TO CLINIC SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment") to Clinic Services Agreement by and between PIH Health Physicians, a California nonprofit public benefit corporation, hereafter referred to as "PHP," and Downey Unified School District, a California school district, hereafter referred to as "DUSD," dated December 4, 2019 (the "Agreement") is entered into by the parties on this 1st day of September, 2020, for the purpose of providing COVID-19 aka Coronavirus testing for DUSD personnel and their dependents.

I. RECITALS

- 1.1. **PHP Status.** PHP operates as a medical foundation pursuant to Health & Safety Code Section 1206(1). Likewise, PHP has entered into agreements with licensed health care plans, IPAs, employers and others to provide medical services to their enrollees, employees and others.
- 1.2. <u>DUSD Status</u>. DUSD is a governmental hody operating a school district within the City of Downey, California, and certain contiguous communities. DUSD offers certain healthcare benefits to its employees and their dependents.
- 1.3. <u>COVID-19 Testing</u>. DUSD desires to amend the Agreement for the provision of COVID-19 aka Coronavirus testing services to be performed by PHP for the benefit of DUSD's employees and dependents.

II. AMENDMENT

- 2.1. Clinic Services. In addition to those clinic services specified in Section 3.2 and Schedule 3.2 of the Agreement, PHP shall provide COVID-19 aka Coronavirus testing services for DUSD employees and their dependents at the DUSD Wellness Clinic or any PHP urgent care location as specified on Schedule 2.1 to this Amendment. DUSD shall compensate PHP at a rate of not to exceed \$200.00 per test.
- 2.2. <u>Capitalized Terms</u>. All capitalized terms set forth in this Amendment shall have the meaning ascribed to such terms as set forth in the Agreement or its addenda and amendments.
- 2.3. <u>Remainder of Agreement</u>. All other provisions of the original Agreement as amended not otherwise affected or changed by reason of the foregoing shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the parties hereto effective as of the date first written above.

"PHP"

PIH HEALTH PHYSICIANS, a California nonprofit public benefit corporation

By: James R West 9 06:22 PM EST

James R. West President and Chief Executive Officer

"DUSD"

DOWNEY UNIFIED SCHOOL DISTRICT, a California school district

Christina Aragon

Associate Superintendent, Business Services

SCHEDULE 2.1

PHP URGENT CARE CLINICS



Urgent Care Center - Downey 12214 Lakewood Blvd. #110 Downey, CA 90242



Urgent Care Center - Hacienda Heights

1850 S. Azusa Ave. #88 Hacienda Heights, CA 91745



Urgent Care Center - La Habra (Temporarily Closed)

1400 S Harbor Blvd La Habra, CA 90631



Urgent Care Center - Montebello

2205 W. Beverly Blvd. Montebello, CA 90640



Urgent Care Center - Santa Fe Springs

12400 Bloomfield Ave Santa Fe Springs, CA 90670



Urgent Care Center - Whittier

15733 Whittier Blvd Whittier, CA 90603



II. 53. RATIFY a 60-month lease for the lease of a C8155 Alta Link multifunction printer/copier at the monthly lease rate of \$227.93, with a cost-per-copy rate of \$0.005 per copy for black and white and \$0.05 for color copies, for use at the Pace Education Center, to be charged to the General Fund.

Supporting Documents



Xerox Lease Agreement - Model C8155 - Pace Education Center

Xerox Financial Services LLC

45 Glover Avenue

MASTER LEASE SCHEDULE - Fair Market Value



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Lease A	greement Number:		The second second second second		/ MRC Smart Technol	logies	
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Full Legal N	Downey Unified	School District	DBA			-	
Billing Addr	** 11627 Brookshii	re Avenue	City Do	wney		CA	ZIP Code 90241-4999
Phone 56	62-469-6531	Contact Name Darren Pursg	love Contact Em	rsglove@dusd	l.net	Lessee PO# (Op	tional)
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APPLICA	BLE TERMS AND CONDITION	S SET FORTH HEREIN AND ON PAGES	1 AND 2 OF THE LEASE.				
Authorized		100000	Date		95-600	CEOC	
X	MISTERION (October 2	9, 2021	95-600	0000).
Print Name	TW TOT GO	7	Title (indicate President, Par	tner, Proprietor, etc.)	ociate Superi	ntondo	nt
	Christina Aragon			ASS	ociale Superii	illeriue	IIL
			LESSOR ACCEPTANCE				
Accepted l	By: Xerox Financial Services LU	C Name and Title			Date		
			TERMS & CONDITION	IS			

Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and XFS, the terms and conditions of which are fully incorporated into this Schedule, you hereby (a) authorize XFS to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from XFS effective the Inception Date for the Term specified above, and (c) agree to pay XFS the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.





MRC Smart Technology Solutions 5657 Copley Dr, San Diego, CA 92111 858-573-6300

Service Agreement

SERVICED DEVICES CUSTOMER INFO	SHIPTO	Name Address City State Phone Make / Mode	9625 Van Ruite Bellflower CA 562-469-6531		90706 Startir	O		Downey Unified 11627 Brookshi Downey CA 562-469-6633		90241
SE		See Sche	dule A for more	devices						
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AUTHORIZATION	Auth Signa Print	ature t name	tina Aragon	90na	301	Sig	RC Authorized nature nt name			
AU	Title		ciate Superinten	Date	10/29/2021	Tit	le		D	ate





SERVICE AGREEMENT TERMS AND CONDITIONS

1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and MRC. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by MRC necessitated by normal use by the Customer, as listed on page one, of Newly Acquired Machines from MRC as listed on Schedule A, and Pre-Existing Customer Machines. Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that it is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must, at all times, conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by MRC for the first 30 days from the Start Date only. Analyst Services/Network Support beyond the initial 30 days is offered by MRC on a separate Assurance+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals and other security services are offered by MRC on a separate agreement. More information on Data Security and Network Support Services is available on our website www.mrc360.com/solutions/assurance-plus-contract.

2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the nonbreaching party shall have the option to terminate this Agreement immediately by written notice. MRC reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed 10% of Total Invoice. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at \$9.98 per month for autoshipments. If customer ops out of autoshipments they agree to be billed \$15.00 per supply order. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11". If Customer requires any specialized procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. Customer is required to notify MRC within one week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Remove, Customer must print out and submit to MRC a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to MRC at mrccontracts@mrc360.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, MRC will, at its sole discretion, convert the Equipment to MRC's current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration report is provided and customer requests to change the equipment pricing program to a cost per page program. If MRC is unable to collect a start meter read on any device listed on Schedule A, then MRC will convert the Equipment to MRC's current flat rate monthly pricing program. MRC reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. MRC reserves the right to convert any Equipment on MRC's Flat Rate Service Programs to MRC's current Cost Per Copy rates for all machines that are reporting on the MRC approved remote meter collection software ("360-App").

4. REMOTE METER COLLECTION. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to mrcmeters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a \$5.00 fee will apply per month per Device.

5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

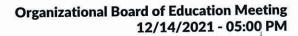
7. SUPPLIES. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

	W		
Customer Initials	.W	MRC Initials	

- 8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
- 9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively r
- 10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- 11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- 13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.
- 14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, 15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees
- incurred by Us relating to such claim.

 16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- 17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.
- 18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.
- 19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

	M	8	
Customer Initials	D	MRC Initials	





II. 54. AUTHORIZE the advertisement for Bid #21/22-11, New Culinary Arts Classroom at Doty Middle School, to be charged to Measure O Bond Funds.

Supporting Documents



Board Authorization to Advertise for Bid #2122-11 - New Culinary Arts Classroom at Doty MS

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

December 14, 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: CULINARY ARTS CLASSROOM AT DOTY MIDDLE SCHOOL

ACTION ITEM

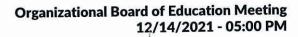
Board of Education authorization is requested to advertise for bids for the construction of a new Culinary Arts classroom at Doty Middle School.

The scope of work for this project includes the modernization of an existing classroom, the construction of new exhaust hoods, and a combination of new appliances to upgrade and enhance the program. This project will be an exact duplication of the culinary arts classroom project to be performed at Sussman Middle School.

The cost associated with this project is estimated at \$918,386.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #21/22-11, New Culinary Arts Classroom at Doty Middle School, to be charged to Measure O Bond Funds.





II. 55. ACCEPT and APPROVE the use of California Multiple Award Schedule Contract No. 4-20-78-0089C between the State of California and KYA Services, LLC, Santa Ana, by the Downey Unified School District as needed to fill orders with the same advantages, terms and conditions.

Supporting Documents



CMAS Contract for Purchase and Installation of Carpeting and Artificial Turf - KYA Services, LLC

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

December 14, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT FOR

THE PURCHASE OF CARPET AND ARTIFICIAL TURF

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a California Multiple Award Schedule (CMAS) contract for the purchase of carpet and artificial turf as needed from KYA Services, LLC.

The use of this contract, which has been issued and authorized by the State of California, will allow the District to take advantage of contract pricing available to public agencies throughout the State for items currently meeting District standards of quality and performance.

Although products and related installation services purchased against this contract will be used to enhance areas throughout the District as determined by the Facilities and/or M.O.T. Departments, there is a specific need to replace the artificial turf on the football field at Downey High School.

The contract is valid through February 10, 2025.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of California Multiple Award Schedule Contract No. 4-20-78-0089C between the State of California and KYA Services, LLC, Santa Ana, by the Downey Unified School District as needed to fill orders with the same advantages, terms and conditions.



II. 56. ACCEPT and APPROVE the use of the Corona-Norco Unified School District Bid #2021/22-093R for Just-In-Time Pool Chemical Supply with Waterline Technologies, Inc., Santa Ana, in the anticipated annual amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, for the purchase or pool chemicals, with the same advantages, terms and conditions.

Supporting Documents



Piggyback Bid - Just-In-Time Pool Chemical Supply - Waterline Technologies, Inc. Bid 2021-22-093...

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

December 14, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PIGGYBACK BID FOR THE PURCHASE OF POOL CHEMICALS

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback bid by and between the Corona-Norco Unified School District and Waterline Technologies, Inc., Santa Ana, for the purchase of pool chemicals for the high school pools as needed.

The use of this bid, which has been authorized by the Corona-Norco Unified School District Board of Education at their meeting of November 10, 2021, will allow the District to take advantage of bid pricing for pool chemicals without having to go through the lengthy and costly process of formal advertised bidding.

Chemicals will be ordered as needed by the District for High School pool maintenance. The current contract is valid through November 9, 2022.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Corona-Norco Unified School District Bid #2021/22-093R for Just-In-Time Pool Chemical Supply with Waterline Technologies, Inc., Santa Ana, in the anticipated annual amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of pool chemicals, with the same advantages, terms and conditions.



II. 57. AWARD a Lease-Leaseback Preconstruction Contract against Request for Proposals #2021/2022-01 for Preconstruction and Lease-Leaseback Services for the Stauffer Middle School Two-Story Classroom Project, to Bernards Brothers, Inc., San Fernando, in the amount of \$39,882.00, to be charged to Measure O Bond Funds. *⊘*

Supporting Documents



scan1385

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

December 14, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

PRECONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR THE

STAUFFER MIDDLE SCHOOL TWO-STORY CLASSROOM PROJECT

ACTION ITEM

Board of Education approval is requested to award Request for Qualifications/Proposals (RFQ/P) #2021/2022-01 for preconstruction services for the construction of a new two-story classroom building at Stauffer Middle School, which received approval to solicit proposals at the meeting of September 7, 2021.

Prequalified construction firms were forwarded copies of the request for proposal, with instructions to respond to the District by the close of business on Tuesday, September 28, 2021. Two firms responded by the deadline. All respondents' proposals were evaluated against the criteria set forth in the RFP and scored by District and construction management panel members. Both firms were invited to participate in a panel interview to discuss their proposals and to give the District an opportunity to ask additional questions related to their qualifications and ability to handle the project.

The District has selected Bernards Brothers, Inc., San Fernando, to provide preconstruction and lease-leaseback services for this project. They have significant experience in school construction and have performed numerous successful lease-leaseback projects for other school districts within the state.

The District is currently recommending the award of a lease-leaseback preconstruction contract *only* at this time. The District will return to the Board at a future date with a request to award a lease-leaseback construction contract upon review and successful completion of preconstruction services.

Page 2

SUPERINTENDENT'S RECOMMENDATION:

AWARD a Lease-Leaseback Preconstruction Contract against Request for Proposals (RFP) #2021/2022-01 for Preconstruction and Lease-Leaseback Services for the Stauffer Middle School Two-Story Classroom Project, to Bernards Brothers, Inc., San Fernando, in the amount of \$39,882.00, to be charged to Measure O Bond Funds.

EXHIBIT L TO FACILITIES LEASE AGREEMENT FOR PRELIMINARY SERVICES NO. 202122-334

This Agreement for Preliminary Services ("Agreement") dated December 14, 2021 ("Effective Date"), is made and entered into by and between the Downey Unified School District ("District") and Bernards Bros., Inc. ("Contractor") (together, the "Parties").

WHEREAS, the District's Governing Board, in order to enable the District to utilize the lease-leaseback delivery method for future construction projects, adopted procedures for a fair and impartial solicitation process to evaluate qualifications and proposals to determine which proposer provides the "best value" pursuant to Education Code section 17406(a)(2) ("Lease-Leaseback Procedures"); and

WHEREAS, Education Code section 17406(a)(1) permits the District to utilize the lease-leaseback delivery method to enter into a lease whereby the District leases the project site to the contractor to construct the project, and the contractor then leases the project site back to the District; and

WHEREAS, prior to entering into the lease to construct the project, Education Code section 17406(b)(1) permits the District to enter into a contract for the performance of preliminary services before the Division of the State Architect ("DSA") approves the plans and specifications for a project so long as the contractor does not perform any services for which a contractor's license is required; and

WHEREAS, consistent with the Lease-Leaseback Procedures, the District issued a request for qualifications and proposals ("RFQ/P") to solicit proposals from qualified firms to perform both preliminary services and construction services for the District's Stauffer Middle School Two-Story Project ("Project"), and through the RFQ/P the District intended to award both the performance of preliminary phase services and construction phases services to the successful contractor; and

WHEREAS, after receiving and scoring the proposals, the District determined that the Contractor presented the District the "best value" to the District and the District's Governing Board awarded the Project to the Contractor; and

WHEREAS, the District seeks to have the Contractor perform preliminary services as more fully described in Attachment A attached hereto ("Preliminary Services") pursuant to Education Code section 17406(b)(1), and the Contractor represents that it is able and qualified to perform Preliminary Services for the Lease-Leaseback Project prior to the Contractor providing construction phase services; and

WHEREAS, after the Contractor performs Preliminary Services, the Parties acknowledge that Contractor shall procure subcontractors, propose a Guaranteed Maximum Price / Guaranteed Project Cost ("GMP" or "GPC"), and the Parties shall enter into a Site Lease and Facilities Lease for the construction of the Lease-Leaseback Project based on the Contractor's response to the RFQ/P.

AGREEMENT

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

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

Contractor shall perform Preliminary Services for the Project upon the District's issuance of a Notice to Proceed consistent with the Schedule.

Facilities Lease (Lease-Leaseback Contract Documents)

Downey Unified School District and Bernards: Stauffer Middle School Two-Story Project

Page 1

- 1.1. The Services shall be performed at Stauffer Middle School, 11985 Old River School Rd, Downey, CA 90242, as further described in the Scope of Work for Preliminary Services attached hereto as Attachment A ("Project").
- Term. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the duration of the Services provided under this Agreement consistent with the Schedule.
 - 2.1. Notice to Proceed. Within a reasonable time after the Parties execute this Agreement, the District shall issue a Notice to Proceed to Contractor at which time Contractor shall commence the performance of the Services.
 - 2.2. Schedule. The schedule for the Preliminary Services is as follows ("Schedule"):
 - 2.2.1. Contractor shall commence the Preliminary Services on or before December 15, 2021, and
 - 2.2.2. Contractor shall complete the Preliminary Services on or before April 30, 2022.
- 3. One Project. The Parties agree and acknowledge, consistent with the RFQ/P and relevant law, that upon the District's award to the Contractor of the Lease-Leaseback Project, the Parties intended the Contractor to perform Preliminary Services and construction services for the Lease-Leaseback Project as one continuous project, and, except insofar as the Parties cannot agree on a GPC for the Lease-Leaseback Project at the conclusion of Preliminary Services, the District intends, and always has intended, for the Contractor to construct the Lease-Leaseback Project.
- 4. Submittal of Documents. The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

5. Compensation. The District shall pay Contractor for Contractor's performance of Preliminary Services a total fee not to exceed thirty nine thousand, eight hundred eighty-two dollars (\$39,882.00) based on the amount of Work satisfactorily performed and approved by the District pursuant to the scope and provisions in Attachment A attached hereto and as indicated herein ("Fee"):

[MONTHLY FEE OPTION]

Month	Fee
January	\$ 13,294.00
February	\$ 13,294.00
March	\$ 13,294.00
April	\$
May	\$
June	\$
July	\$
August	\$
September	\$

October	\$
November	\$
December	\$
Etc.	\$

- 5.1. The Fee Includes all costs and expenses for all time and materials required and expended to provide the specific Preliminary Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Lease-Leaseback Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Lease-Leaseback Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor in performance of the Preliminary Services.
- 5.2. The Contractor shall submit a monthly itemized statement of Service charges and expenses to the District on the fifth (5th) day of each month. The Itemized statement shall reflect the hours spent, or scopes of work performed, by the Contractor in performing its Services, and, if applicable, the statements shall reflect expenses and materials. The Itemized statement shall show the days and hours worked each workday Contractor performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Contractor to submit its invoice for a particular month's work. No amounts shall be due or owing to the Contractor if it fails to submit an invoice to the District at or before the end of that grace period.
- 5.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the Contractor submits an itemized statement to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- Expenses. District shall not be liable to Contactor for any costs or expenses paid or incurred by Contractor in performing the Services, except as expressly provided for in this Agreement.
- 7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Contractor's Work, District being interested only in the results obtained.
- 8. Contractor and Subcontractor Registration and Compliance.
 - 8.1. Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subcontractors. Contractor represents that all of its subcontractors are registered pursuant to Labor Code section 1725.5.
 - 8.2. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work Contractor to Section 1725.5 at the time the contract is awarded."

- 8.3. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.
- 8.4. Contractor shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.
- 8.5. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
- Designated Representatives. Contractor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 10. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as expressly provided for in this Agreement.

11. Performance of Services.

11.1. Standard of Care.

- 11.1.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 11.1.2. Contractor hereby represents, to the extent applicable, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 11.1.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
- 11.1.4. Contractor shall ensure that any individual performing work under the Agreement requiring a

California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

11.2. Meetings. In addition to all public hearings and meetings, Contractor agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.

11.3. District Approval.

- 11.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
- 11.3.2. Prior to any documents being made public, Contractor shall provide in draft form to District staff and District legal counsel, all documents that it or its subcontractors prepare.

12. Information.

- 12.1. Furnished by District. Upon request by Contractor, District shall furnish Contractor any information and documents readily available to District that the Contractor determines may be of use to the Contractor in the performance of the Services. District shall rely upon Contractor to determine which Information and documents may be of use to the Contractor in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Contractor shall determine if it is appropriate to rely on the District furnished information or documents. Contractor shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.
- 12.2. Furnished by Others. Contractor is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entitles that are not under contract to District. Contractor shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Contractor shall determine if clarification, additional information, or additional data is needed.
- 13. Originality of Services. Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
- 14. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 15. 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 five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours,

unless Contractor otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

16. Termination.

- 16.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day the notice was mailed, whichever is sooner.
- 16.2. Without Cause by Contractor. Contractor cannot terminate this Agreement without cause.
- 16.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 16.3.1. material violation of this Agreement by the Contractor; or
 - 16.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 16.3.3. 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 Services from another Contractor. If the expense, fees, and/or costs to the District exceeds 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 District.

- 16.4. With Cause by Contractor. Contractor may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:
 - 16.4.1. Material violation of this Agreement by the District, or
 - 16.4.2. Failure of the District to timely pay undisputed Contractor invoices.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Contractor.

16.5. Ownership of Records. It is mutually agreed that all materials prepared by Contractor under this Agreement shall become the property of the District and Contractor shall have no property right therein whatsoever. Contractor hereby assigns to District any copyrights associated with the materials

prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and Contractor shall deliver to the Contractor, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not Contractor privileged information, as defined by law, or Contractor's personnel information.

17. Indemnification. The Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, and their respective board members, officers, representatives, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor or its subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property, except to the extent caused by the negligence or willful misconduct of the Indemnitees. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein.

18. Insurance.

- 18.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 18.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
 - 18.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
 - 18.1.3. Professional Liability (Errors and Omissions). This insurance shall cover the Contractor and his/her subcontractors(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence	\$ 1,000,000

General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 18.2. Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 18.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 18.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 18.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("Additional Insureds") are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 18.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 18.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 19. Assignment. The obligations and liabilities of the Contractor pursuant to this Agreement shall not be assigned voluntarily by the Contractor nor assigned by operation of law, without express written consent of the District.
- Binding Contract. This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.
- 21. Compliance with Laws. 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 Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such 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 Work 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.
- 22. Certificates/Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain

- in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Contractor shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
- 23. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 24. 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.
- 25. Disabled Veteran Business Enterprises. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Contractor must submit, upon request by District, appropriate documentation to the District identifying the steps the Contractor has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
- 26. Interaction with the Media and Public. Contractor shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Contractor receives a complaint from a citizen or the community, Contractor shall promptly inform the District about the complaint.
- 27. Taxes. Contractor shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Contractor agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Contractor may be reported to the Internal Revenue Service.
- 28. 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.
- 29. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 29.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
- 30. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement.

Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

- 31. Disputes. In the event of a dispute between the Parties as to performance of Work, Agreement Interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
- 32. Confidentiality. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractors(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 33. 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.
- 34. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

Downey Unified School District 11627 Brookshire Ave. Downey, CA 90241	Bernards 555 First Street
ATTN: Darren Purseglove	San Fernando , CA 91340
•	ATTN: Sal Nol

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

- 35. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 36. California Law. This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located. Contractor waives any claim or right to remove an action on this Agreement to federal court.
- 37. 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 anyother term, covenant, or condition herein contained.
- 38. 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.
- 39. Authority to Bind Parties. Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

Facilities Lease (Lease-Leaseback Contract Documents)

Downey Unified School District and Bernards: Stauffer Middle School Two-Story Project

- 40. 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.
- 41. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 43. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered toenter into this Agreement.
- 44. 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.
- 45. Incorporation of Recitals and Attachments. The Recitals and each attachment attached hereto are hereby incorporated herein by reference.
- 46. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
- 47. Incorporation of RFQ/RFP & Proposal and Interpretation of Documents. If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("RFQ/RFP"), the RFQ/RFP is incorporated into this Agreement, except that if there is any conflict between the RFQ/RFP and any provision of this Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have accepted and agreed to this Agreement, as of the Effective Date, and have directed and authorized their respective officers to execute this Agreement:

Downey Unifie	ed School District	Bernards	
Signature:	- Harris	Signature: N	
Print Name:	Christina Aragon	Print Name: Sal Nol	
Print Title	Assoc Sunt Rusiness Svcs	Print Title: Vice President K-14 & Management Services	

Attachment A to Agreement for Preliminary Services

Scope of Services

Scope of Contractor's Preliminary Services. Contractor, as the District's development consultant and authorized representative as contemplated by Business and Professions Code 7040, agrees to perform the services described herein. Contractor shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following ("Preliminary Services"):

1.1. General Services.

- 1.1.1. Contractor shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.
- 1.1.2. Contractor shall assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor.
- 1.1.3. Contractor shall assist the Architect with making formal presentations to the governing board of District.
- 1.1.4. Contractor shall prepare and update the preliminary Project schedule.
- 1.1.5. Contractor shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
- 1.1.6. Contractor shall assist District with City land use Issues;
- 1.1.7. Contractor shall assist District with DSA review, input, and timeframe for same;
- 1.1.8. Contractor shall provide review and comment upon geotechnical / soils investigation and report;
- 1.1.9. Contractor shall provide review and comment upon survey of the Project site;
- 1.1.10. Contractor shall provide review and comment upon any environmental impact report ("EIR") or other required California Environmental Quality Act ("CEQA") documents with District's CEQA consultant.

1.2. Review of Design Documents.

- 1.2.1. Contractor shall review Project design and budget with the District and the Architect one (1) time during the Schematic Design Phase, the Design Development Phase, at 50% Construction Documents Phase, and at 100% Construction Documents Phase to:
 - 1.2.1.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;

- 1.2.1.2. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;
- 1.2.1.3. Contractor shall provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and
- 1.2.1.4. Contractor shall provide plan review.
- 1.2.1.5. Value-engineering. Contractor shall prepare a value-engineering report for District review and approval that:
 - 1.2.1.5.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend lifecycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);
 - 1.2.1.5.2. Provides detailed estimate for proposed value-engineering items;
 - 1.2.1.5.3. Defines methodology or approaches that maximize value; and
 - 1.2.1.5.4. Identifies design choices that can be more economically delivered.
- 1.2.1.6. Constructability Review. Contractor shall prepare detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans from the District that:
 - 1.2.1.6.1. Ensures construction documents are well coordinated and reviewed for errors;
 - 1.2.1.6.2. Identifies to the extent known, construction deficiencies and areas of concern;
 - 1.2.1.6.3. Back-checks design drawings for inclusion of modifications;
 - 1.2.1.6.4. Provides the District with written confirmation that:
 - 1.2.1.6.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards; and
 - 1.2.1.6.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.
- 1.2.2. Confirm Modifications to Design Drawings. If the District accepts Contractor's comments, including the value-engineering and/or constructability review comments, Contractor shall review the design documents to confirm that those comments are properly incorporated into the final design documents.
- 1.3. Budget of Project Costs.
 - 1.3.1. At each stage of plan review indicated above, Contractor shall update and refine the budget of the Guaranteed Project Cost based on the most recent sent of design documents.

Contractor shall also advise the District and the Architect If it appears that the total construction costs may exceed the Guaranteed Project Cost established by the District and shall make recommendations for corrective action. Contractor will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

- 1.3.2. In each budget of the Guaranteed Project Cost, Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Project Cost shall include, at a minimum, the following information divided into at least the following categories:
 - 1,3,2,1. Overhead and profit;
 - 1.3.2.2. Supervision;
 - 1.3.2.3. General conditions;
 - 1.3.2.4. Layout & Mobilization (not more than 1%)
 - 1.3.2.5. Submittals, samples, shop drawings (not more than 3%);
 - 1,3.2.6. Bonds and insurance (not more than 2%);
 - 1.3.2.7. Close-out documentation (not less than 3%);
 - 1.3.2.8. Demolition;
 - 1.3.2.9. Installation;
 - 1,3.2.10. Rough-in;
 - 1.3.2,11. Finishes;
 - 1.3.2.12. Testing;
 - 1.3.2.13. Punchlist and acceptance.

Contractor shall indicate its willingness and ability to enter into the Contract Document to construct the Project for at or below that Guaranteed Project Cost, excluding unforeseen conditions or District-requested changes. This commitment will be a component of the Contract Documents.

1.4. Construction Schedule and Phasing Plan.

Contractor shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Contractor shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Contractor shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

1.5. Construction Planning and Bidding.

- 1.5.1. Contractor shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Contractor's subcontractors.
- 1.5.2. Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.
- 1.5.3. Contractor shall conduct pre-bid conferences. Contractor shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.
- 1.5.4. Contractor shall prepare appropriate subcontractor bld packages.

- 1.6. Bidding for Subcontractor Work. CONTRACTOR SHALL SOLICIT AND PROCURE SUBCONTRACTORS PURSUANT TO THE SUBCONTRACTOR PROCUREMENT PROCESS ATTACHED TO THE FACILITIES LEASE AS EXHIBIT H.
- 2. <u>Limited Authority</u>. The duties, responsibilities and limitations of authority of Contractor shall not be restricted, modified or extended without written agreement between the District and Contractor.
- District's Responsibilities. The District has and shall continue to provide to Contractor Information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

Facilities Lease (Lease-Leaseback Contract Documents)

Downey Unified School District and Bernards: Stauffer Middle School Two-Story Project

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3.18.1 Preliminary Services:

3.18.1.1. Contractor's total fee for the Preliminary Phase Services as identified in the Contract (see Attachment 2, Exhibit H), shall not exceed:

Preliminary Phase Services (Not to Exceed Amount)	\$ 39,882

3.18.1.2. State below the hourly rates that the Firm will charge for additional Preliminary Phase Services if requested by the District.

fing that would be part of Preliminary Services (includ posed Key Personnel for the Project)	le number of	
Operations Executive (hourly rate)	\$	187
Sr. Project Manager (hourly rate)	\$	136
Project Manager (hourly rate)	\$	117
Asst. Project Manager (hourly rate)	\$	86
Constructability Reviewer (hourly rate)	\$	117
Project Superintendent (hourly rate)	\$	117
Estimating Director (hourly rate)	\$	172
Senior Estimator (hourly rate)	\$	120
Estimator (hourly rate)	\$	77
Scheduler (hourly rate)	\$	142

3.18.2 General Conditions: Contractor must provide information regarding its General Conditions by completing the following table and submitting it with its Response.

Total of Contractor's General Conditions in its performance of the Work of the Project.	\$ 907,882
 Provide as as a single lump sum amount based on the Estimated Construction (hard cost) Budget and on the Project description, as indicated in Attachment 1. Do <u>not</u> list the cost of the General Conditions as a percentage of Project Costs. 	
 The items that the Contractor shall include as its General Conditions must comply with the attached "Contractor's General Conditions Table", which is included in the Project description in Attachment 1. 	

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Operations Executive (hourly rate)	\$	187
Sr. Project Manager (hourly rate)	\$	136
Project Manager (hourly rate)	\$	117
Asst Project Manager (hourly rate)	\$	86
Project Superintendent (hourly rate)	\$	117
Project Engineer (hourly rate)	\$	62
	Sr. Project Manager (hourly rate) Project Manager (hourly rate) Asst Project Manager (hourly rate) Project Superintendent (hourly rate)	Clude number of Proposed Key Personnel for Project) Operations Executive (hourly rate) \$ Sr. Project Manager (hourly rate) \$ Project Manager (hourly rate) \$ Asst Project Manager (hourly rate) \$ Project Superintendent (hourly rate) \$

[&]quot;Above listed rates are subject to 5% increase in subsequent years starting August 1st, 2022.

3.18.3 Construction Charges: Utilizing the following table, provide the Contractor's total charge for the following items.

Mark-up on Subcontractor work.	0.00%
Mark-up on Self-performed work.	0.00%
Mark-up on Subcontractor Change Order work.	0.00%
Mark-up on Self performed Change Order work (if permitted by the District).	0.00%
Fee / overhead & profit (as a percentage of direct costs), IF ANY, that is in addition to any mark-up	4.00%
Bond cost (as a percentage of direct costs)	0.70%
Insurance cost (as a percentage of direct costs) NOTE: Contractor shall provide the insurance cost as a percentage of the direct costs assuming that Contractor will be providing all insurance identified in the Contract attached to the RFQ/P as Attachment 2. If the District later uses an OCIP for the Project, the Contractor will be asked to adjust its insurance costs accordingly.	1.20%
Other costs, IF ANY (identify in sufficient detail for evaluation, either as a lump sum or percentage of direct costs).	

3.18.4 Financing Cost

t material cost	
Proposed Financing Cost (Based on Financed Amount)	1.00%

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Contractors General Conditions / General Requirements in its Pe	nem	nce of the Work
Operations Manager	\$	
Project Executive	\$	32,638
Project Manager / Assistant Project Manager	\$	254,782
Project Superintendent	\$	243,003
Project Engineer	\$	157,370
Scheduling Engineer	\$	9,575
Estimator	\$	•
Constructability Reviewer	\$	•
Quality Control Manager	\$	
MEP Coordinator	\$	-
Field Engineer	\$	- Taxes
Draftsman/Detailer	\$	-
BIM Manager / Coordinator	\$	14,836
Record Drawings	\$	-
Field Accountant	\$	
Labor Compliance Manager	\$	11,966
Time Keeper / Checker	\$	
Secretarial / Clerk Typist	\$	18,612
Independent Surveyor	\$	- squo
Safety & EEO Officer	\$	
Field Offices for GC, Inspector, and Owner		
Office Trailer/Rental, Set-up, Tear-down, Relocation - 12' x 60' for Contractor	\$	13,265
Office Trailer/Rental, Set-up, Tear-down, Relocation - 24' x 60' for District Construction Manager and Inspector and on-site meetings	\$	30,508
Office Furniture/Equip/Computers	\$	8,163
Telephone/Data installation	\$	
Telephone/Data Monthly Charges	\$	10,872
Elect Power Installation	\$	•
Elect Power Distribution Wiring	\$	
Water Service Installation	\$	
Heating & Cooling Costs	\$	•
Light Bulbs & Misc. Supplies	\$	7,755

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Recycling/Trash Dumpster Removal/Hauling	\$	-
Maintenance Services (janitorial, holding tank, etc.)	\$	9,617
Drinking Water/Cooler/Cup	\$	1,531
Documents/Records/Misc	And the in	
Xerox Copies/Misc Printing	\$	3,061
Electronic Drawing Transfer	\$	4,081
Printing - Drawings & Specifications	\$	1,837
As-built Drawing Reproduction	\$	
Postage/UPS/Fedex	\$	2,041
Project Photographs & Video	\$	2,296
Closeout documentation-manuals, warranties, DSA documents	\$	
iduate Operations		141
Storage Trailer & Tool shed rental	\$	•
Safety/First Aid Supplies/Safety Signage	\$	2,861
Fire Fighting Equipment	\$	102
Security Guards	\$	-
Temporary Parking	\$	
Watchman Service	\$	
Other		
Subcontractor bond or Subcontractor default insurance cost	\$	-
Bidding Costs	\$	33,123
Facility Operator/Training	\$	283
Safety Inspections	\$	
Project Management & Billing Software	\$	33,989

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Qualifications:

- It is anticipated the District will waive the requirement for a Cost Loaded Schedule due to this being a straightforward project, therefore we have not included this cost.
- As this is an occupied and fenced campus we did not include Watchman or Security Guard as it is an unnecessary expense to the District.
- 3. SDI will be 1.20% of total value of enrolled subcontractors during the development of the GMP/GPC.
- 4. Builder's Risk Insurance is not included but will be quoted once project-specific criteria is developed.



II. 58. AWARD Request for Proposals #2021/2022-01 for Architectural Consulting Services for the Development of a Facilities Master Plan to PBK Architects, Inc., Rancho Cucamonga, in the amount of \$289,250.00, to be charged to Capital Facilities Funds.

Supporting Documents



scan1386

Business Services

DATE:

December 14, 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: ARCHITECTURAL CONSULTING SERVICES FOR THE

DEVELOPMENT OF A FACILITIES MASTER PLAN

ACTION ITEM

Board of Education approval is requested to award Request for Proposals (RFP) #2021/2022-01 for architectural consulting services to complete a comprehensive long-range Facilities Master Plan for the District, which was issued by the Facilities Department on September 29, 2021.

Four architectural firms were forwarded copies of the request for proposal, with instructions to respond to the District by the close of business on Wednesday, October 13, 2021. All four firms responded by the deadline. All respondents' proposals were evaluated against the criteria set forth in the RFP and scored by District and construction management panel members. All four firms were invited to participate in a panel interview to discuss their proposals and to give the District an opportunity to ask additional guestions related to their qualifications and ability to handle the project.

The District has selected PBK Architects, Inc., Rancho Cucamonga, to plan tasks and prepare a Facilities Needs Assessment and Facilities Master Plan for this project. They have significant experience in school facilities planning and construction and have provided a competitive cost proposal for the work to be performed.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Request for Proposals #2021/2022-01 for Architectural Consulting Services for the Development of a Facilities Master Plan to PBK Architects, Inc., Rancho Cucamonga, in the amount of \$289,250.00, to be charged to Capital Facilities Funds.



II. 59. AWARD Bid #21/22-09, Columbus High School Welding Project - General Construction Work, to Nata Construction, Inc., Winchester, in the amount of \$210,000.00, to be charged to the K12 Strong Workforce Grant.

Supporting Documents



scan1387

Business Services

DATE:

December 14, 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:

COLUMBUS HIGH SCHOOL WELDING PROJECT - GENERAL

CONSTRUCTION WORK

ACTION ITEM

Board of Education approval is requested to award Bid #21/22-09 for general construction work to be performed on the buildings designated for the K12 Strong Workforce Program for use by Welding Program students at Columbus High School, which received Board authorization to advertise for re-bid at the meeting of November 2, 2021.

Four bidders responded by the 9:00 a.m. deadline of November 5, 2021. The low apparent bidder, Nata Construction, Inc., Winchester, provided a complete bid and has the proper licensing to perform the work.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Bid #21/22-09, Columbus High School Welding Project – General Construction Work, to Nata Construction, Inc., Winchester, in the amount of \$210,000.00, to be charged to the K12 Strong Workforce Grant.



II. 60. AWARD Bid #21/22-10, Columbus High School Welding Project - Electrical Work, to Smart City Electrical Group, Woodland Hills, in the amount of \$290,000.00, to be charged to the K12 Strong Workforce Grant.

Supporting Documents



scan1388

Business Services

DATE:

December 14, 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:

COLUMBUS HIGH SCHOOL WELDING PROJECT - ELECTRICAL

WORK

ACTION ITEM

Board of Education approval is requested to award Bid #21/22-10 for electrical work to be performed on the buildings designated for the K12 Strong Workforce Program for use by Welding Program students at Columbus High School, which received Board authorization to advertise for re-bid at the meeting of November 2, 2021.

Four bidders responded by the 9:00 a.m. deadline of November 5, 2021. The low apparent bidder, Smart City Electric Group, Woodland Hills, provided a complete bid and has the proper licensing to perform the work.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Bid #21/22-10, Columbus High School Welding Project – Electrical Work, to Smart City Electrical Group, Woodland Hills, in the amount of \$290,000.00, to be charged to the K12 Strong Workforce Grant.



II. 61. APPROVE Change Order #1 to Bid No. 20/21-04 (Purchase Order #PO2W-22*126) for the exterior painting of Price and Ward Elementary Schools with Color New Co., Woodland Hills, in the decreased amount of \$50,000.00, to be charged to Deferred Maintenance Funds.

Supporting Documents



Change Order #1 - Bid #2021-04 - Exterior Painting at Price and Ward ES - Color New Co.

Business Services

DATE:

December 14, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

EXTERIOR PAINTING AT PRICE AND WARD ELEMENTARY SCHOOLS

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Bid No. 20/21-04 (Purchase Order #PO2W-22*126) for exterior painting work at Price and Ward Elementary Schools, which received Board approval on June 15, 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 reduce the amount of the contract to remove the unused contingency. The project was successfully completed without any further costs.

The above change will decrease the value of the Purchase Order from \$280,000.00 to \$230,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Bid No. 20/21-04 (Purchase Order #PO2W-22*126) for the exterior painting of Price and Ward Elementary Schools with Color New Co., Woodland Hills, in the decreased amount of \$50,000.00, to be charged to Deferred Maintenance Funds.



II. 62. APPROVE Change Order #2 to Purchase Order #PO2W-22*344 with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Gymnasium Project, in the increased amount of \$139,548.00, to be charged to Measure O Bond Funds.

Supporting Documents



LPA Change Order #2 - Purchase Order PO2W-22-344 - Stauffer MS Gym Project

Business Services

DATE:

December 14, 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: ARCHITECTURAL SERVICES AT STAUFFER MIDDLE SCHOOL

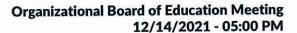
ACTION ITEM

Board of Education approval is requested for Change Order #2 to Purchase Order #PO2W-22*344 with LPA, Inc., Irvine, for architectural services being performed for the Stauffer Middle School gymnasium project.

The above change represents an adjustment to the architect's original fee based on the initial direct cost associated with the project. The project cost has increased from the previous budget of \$7,454,480.00 to \$12,115,349.00, an increase to the value of the purchase order of \$139,548.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #2 to Purchase Order #PO2W-22*344 with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Gymnasium Project, in the increased amount of \$139,548.00, to be charged to Measure O Bond Funds.





II. 63. APPROVE Change Order #2 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 \$31,557.22, to be charged to Adult School Funds.

Supporting Documents



Change Order #2 - PO2W-22-870 - Pro-Craft Construction - Sewer Work at Downey Adult Schoo...

Business Services

DATE: December 14, 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

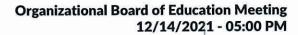
Board of Education approval is requested for Change Order #2 to Agreement for Construction Services (Small Projects) No. 202122-272 (Purchase Order #PO2W-22*870) for the installation of sewer and water points of connection for used portable buildings at the Downey Adult School, which received Board ratification 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 additional work which was to be originally handled by the Maintenance Department. However, the scope of work was determined to be of a larger scope than could be reasonably handled by Maintenance crews.

The above change will increase the value of the Purchase Order from \$24,996.40 to \$56.553.62. Payment and performance bonds have been obtained in order to cover the additional work by the contractor.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #2 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 \$31,557.22, to be charged to Adult School Funds.





II. 64. APPROVE Change Order #1 to Purchase Order #PO2W-22*1077 for the destruction of obsolete computer hard drives at the Gallegos Administration Center with Shred Confidential, Inc., Seal Beach, in the increased amount of \$2,797.42, to be charged to Unrestricted Technology Funds.

Supporting Documents



Change Order #1 - PO2W-22-1077 - Shred Confidential, Inc. - Obsolete Hard Drive Destruction

Business Services

DATE:

December 14, 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:

DESTRUCTION OF OBSOLETE COMPUTER HARD DRIVES

ACTION ITEM

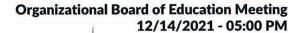
Board of Education approval is requested for Change Order #1 to Purchase Order #PO2W-22*1077 for the destruction of obsolete computer hard drives at the Gallegos Administration Center.

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 an increased volume of hard drives above the original estimate.

The above change will increase the value of the Purchase Order from \$4,300.00 to \$7,097.42.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO2W-22*1077 for the destruction of obsolete computer hard drives at the Gallegos Administration Center with Shred Confidential, Inc., Seal Beach, in the increased amount of \$2,797.42, to be charged to Unrestricted Technology Funds.





II. 65. ACCEPT as complete Agreement for Construction Services No. 202122-119 for the installation of audio/visual equipment items at the Pace Education Center with Avidex Industries, LLC, Lake Forest, in the final amount of \$76,170.97, to be charged to ESSER II Covid Funds and 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.

0

Supporting Documents



Notice of Completion - Agreement for Construction Services No. 202122-119 - Avidex Industries L.

Business Services

DATE:

December 14, 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 THE PACE

EDUCATION CENTER

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services No. 202122-119 for the installation of audio/visual equipment items at the Pace Education Center, which received 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 No. 202122-119 for the installation of audio/visual equipment items at the Pace Education Center with Avidex Industries, LLC, Lake Forest, in the final amount of \$76,170.97, to be charged to ESSER II Covid Funds and Capital Outlay Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



II. 66. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-156 for asbestos abatement services at the Pace Education Center with Quality Environmental, Inc., Santa Fe Springs, in the final amount of \$52,700.00, to be charged to Capital Outlay Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-156 - Qu.

Business Services

DATE:

December 14, 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: ASBESTOS ABATEMENT AT THE PACE EDUCATION CENTER

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-156 for asbestos abatement services at the Pace Education Center, which received ratification at the Board meeting of August 3, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-156 for asbestos abatement services at the Pace Education Center with Quality Environmental, Inc., Santa Fe Springs, in the final amount of \$52,700.00, to be charged to Capital Outlay Funds. and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



II. 67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-243 for the installation of new electrical and communication conduits at the Downey Adult School with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$59775.00, 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



6

Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-243 - Jo...

Business Services

DATE:

December 14, 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 AND COMMUNICATION

CONDUITS AT THE DOWNEY ADULT SCHOOL

ACTION ITEM

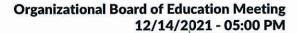
Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-243 for the installation of new underground electrical and communication conduits at the Downey Adult School, which received Board ratification at the meeting of September 7, 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. 202122-243 for the installation of new electrical and communication conduits at the Downey Adult School with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$59,775.00, to be charged to Adult School Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.





II. 68. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-260, installation of new electrical cord drops in the Auto Technology Building at Downey High School, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$6,525.00, to be charged to School Site/CTE Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-260 - Jo...

Business Services

DATE:

December 14, 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 CORD DROPS IN THE AUTO

TECHNOLOGY BUILDING AT DOWNEY HIGH SCHOOL

ACTION ITEM

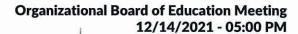
Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-260 for the installation of new electrical cord drops in the Auto Technology Building at Downey High School, which received Board ratification at the meeting of October 5, 2021.

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. 202122-260, installation of new electrical cord drops in the Auto Technology Building at Downey High School, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$6,525.00, to be charged to School Site/CTE Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.





II. 69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-277 to install telephone lines for the wellness centers at Downey and Columbus High Schools, and Doty, Griffiths, Stauffer and Sussman Middle Schools with Atel Communications, Inc., San Diego, in the final amount of \$31,964.41, to be charged to COVID Funds; and AUTHORIZE with 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. 202122-277 - At...

Business Services

DATE:

December 14, 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:

WELLNESS TELEPHONE LINE INSTALLATIONS AT DOWNEY AND

COLUMBUS HIGH SCHOOLS, AND DOTY, GRIFFITHS, STAUFFER

AND SUSSMAN MIDDLE SCHOOLS

ACTION ITEM

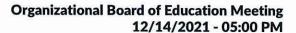
Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-277 to install telephone lines for the wellness centers at Downey and Columbus High Schools, and Doty, Griffiths, Stauffer and Sussman Middle Schools, which received ratification at the Board 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. 202122-277 to install telephone lines for the wellness centers at Downey and Columbus High Schools, and Doty, Griffiths, Stauffer and Sussman Middle Schools with Atel Communications, Inc., San Diego, in the final amount of \$31,964.41, to be charged to COVID Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.





II. 70. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-326 to paint the exterior of the T-Wing classroom buildings at Downey High School, with Unified Modular Corporation, Corona, in the final amount of \$3,500.00 to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-326 - Un..

Business Services

DATE:

December 14, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

EXTERIOR PAINTING OF T-WING CLASSROOMS AT DOWNEY HIGH

SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-326 to paint the exteriors of the T-Wing classroom buildings at Downey High 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. 202122-326 to paint the exterior of the T-Wing classroom buildings at Downey High School, with Unified Modular Corporation, Corona, in the final amount of \$3,500.00, to be charged to Restricted Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



II. 71. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-343 for concrete planter boxes at Downey High School with 3D Concrete, Downey, in the final amount of \$3,870.00, to be charged to Unrestricted 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. 202122-343 - 3D.

Business Services

DATE: December 14, 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 PLANTER BOXES AT DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-343 to pour and finish two planter boxes at Downey High School, which received ratification at the meeting of December 14, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 2022122-343 for concrete planter boxes at Downey High School with 3D Concrete, Downey, in the final amount of \$3,870.00, to be charged to Unrestricted 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.



II. 72. ACCEPT as complete Bid #21/22-04, Stauffer Middle School Campus Flood Mitigation, with Pro-Craft Construction, Inc., Redlands, in the final amount of \$239,000.00, 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



scan1389

Business Services

DATE:

December 14, 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: CAMPUS FLOOR MITIGATION AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Bid #21/22-04 for the mitigation of campus flooding at Stauffer Middle School, which received Board ratification at the meeting of July 15, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Bid #21/22-04, Stauffer Middle School Campus Flood Mitigation, with Pro-Craft Construction, Inc., Redlands, in the final amount of \$239,000.00, to be charged to Measure O Bond Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



II. 73. ACCEPT as complete Bid #20/21-05, Asphalt Repair Work at Lewis and Rio San Gabriel Elementary Schools, and Columbus High School, with J.B. Bostick Company, Inc., Anaheim, in the final amount of \$319,850.00, 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



scan1390

Business Services

DATE:

December 14, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

ASPHALT REPAIR WORK AT LEWIS AND RIO SAN GABRIEL ELEMENTARY SCHOOLS, AND COLUMBUS HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Bid #20/21-05 for asphalt repairs and/or replacement work at Lewis and Rio San Gabriel Elementary Schools, and Columbus High School, which received authorization to award at the meeting of June 1, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Bid #20/21-05, Asphalt Repair Work at Lewis and Rio San Gabriel Elementary Schools, and Columbus High School, with J.B. Bostick Company, Inc., Anaheim, in the final amount of \$319,850.00, to be charged to Deferred Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.





II. 74. ACCEPT as complete Request for Proposals #2017/2018-05, Construction and Lease-Leaseback Services for the Griffiths Middle School Modernization Project, with Erickson-Hall Construction Company, Escondido, in the final amount of \$40,543,701.00, 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



Board Authorization to Declare Project Complete - RFP 2017-2018-05 - GMS Lease-Leaseback Mo.

Business Services

DATE:

December 14, 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 AND LEASE-LEASEBACK SERVICES FOR THE GRIFFITHS

MIDDLE SCHOOL MODERNIZATION PROJECT

ACTION ITEM

Board of Education approval is requested to accept as complete Request for Proposals (RFP) #2017/2018-05 for construction and lease-leaseback construction services for the modernization of Griffiths Middle School, which received authorization to award at the meeting of June 18, 2019.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retentions to the contractor, as well as the lease repayment schedule.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Request for Proposals (RFP) #2017/2018-05, Construction and Lease-Leaseback Services for the Griffiths Middle School Modernization Project, with Erickson-Hall Construction Company, Escondido, in the final amount of \$40,543,701.00, to be charged to Measure O Bond Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.





II. 75. APPROVE the December 2021 budget transfers and adjustments for the 2021-22 fiscal year. 🔗



Supporting Documents



scan1392

Downey Unified School District

Business Services

DATE:

December 14, 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:

2021-22 BUDGET TRANSFERS AND ADJUSTMENTS

ACTION ITEM

Budget transfers and adjustments are presented to recommend changes in the District's operating budget based on the most current information regarding revenue and expense. Budget transfers propose changes in expenditure patterns without having an effect on the total approved operating budget. Budget adjustments, however, are changes in revenue and expenditures which change the total of the Board-approved budget.

Budget transfers include implementation of requested changes from site administrators and department heads within their programs. Budget adjustments are reviewed and approved by senior management on a case-by-case basis.

These transfers change the funds' ending balances as follows:

01.0 - General Fund Unrestricted	\$(3,367,780.00)
01.0 - General Fund Restricted	46,336.00
01.1 - SELPA Administrative Unit Fund Restricted	12,893.00
01.2 - SELPA Programs Fund Restricted	0.00
08.0 - Student Activity Special Revenue Fund Restricted	0.00
10.0 - SELPA Pass Through Fund Restricted	0.00
11.0 - Adult Education Fund Unrestricted	(559,643.00)
11.0 - Adult Education Fund Restricted	32,731.00
13.0 - Cafeteria Fund Restricted	(1,223,674.00)
21.0 - Building Fund Restricted	(7.160.452.00)
67.2 - Self-Insurance Health & Welfare Fund Unrestricted	(1,000,000.00)

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the December 2021 budget transfers and adjustments for the 2021-22 fiscal year.

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Budget Adjustment Summary

K-12/ROPs/JPAs

PERIOD AFFECTED:	
Adopted Budget	
First Interim	
Second Interim	
☐ Third Interim	
Unaudited Actuals	

Serving Students = Supporting Communities = Leading Educators

	Submit one	(1)) certified	original	of	this	form.
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Submit one (1) certified ong	nai oi tilis ioilli.		Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA858-01U	FUND NUMBER 01.0	
FISCAL YEAR 21-22	FUND NAME GENERAL FUND		✓ UNRESTRICTED RESTRICTED

		NAME OF SCHOOL DISTRICT DOWNEY UNIFIED	SCHOOL DISTRI	СТ	- Aller - Alle
A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	udget Adjustment crease (Decrease)
1. LCFF Sources	8010-8099	see attached		\$ 0.00
2. Federal Revenue	8100-8299		h Sa A. J. B. Fr	0.00
3. Other State Revenue	8300-8599			19,063.00
4. Other Local Revenue	8600-8799			(550,000.00)
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			(2,163,820.00)
	8. Total Reve	nues/Other Financ	ing Sources	\$ (2,694,757.00)

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	idget Adjustment crease (Decrease)
Certificated Personnel Salaries	1000-1999		\$ 4,478,782.00
2. Classified Personnel Salaries	2000-2999		1,102,574.00
3. Employee Benefits	3000-3999		707,533.00
4. Books and Supplies	4000-4999		(4,816,222.00)
5. Services and Other Operating Expenditures	5000-5999		(345,002.00)
6. Capital Outlay	6000-6999		11,311.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		34,047.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		(500,000.00)
12. All Other Financing Uses	7630-7699		0.00
13. Total	Expenditures/Othe	er Financing Uses	\$ 673,023.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ (3,367,780.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.0
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.0
Assigned Amounts Other Assignments			\$
	Total Ass	igned Amounts	0.0
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(3,367,780.00
	Total Unassigned/U	Jnappropriated Amounts	(3,367,780.00
			¢ (2.267.790.0)
6. Total Components of Ending Fund Balance (Mus	t Equal the lotal in Sec	tion C)	\$ (3,367,780.0

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections and AB1200 salary and benefits increases for all Units.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT I	PERSON	Caraca San Caraca	BER OF CONTACT PERSON 9-6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATURE THE BOARD	OF AUTHORIZED SIGNATORY	OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	12/14/2021
Submit one (1) certified orig	inal of this form to:	Bus 930	Angeles County Offic iness Advisory Servic D Imperial Highway rney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS AND	BELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	DEPUTY	DATE SIGNED

Los Angeles County Office of Education

Division of Business Advisory Services 9300 Imperial Highway * Downey, CA 90242-2890

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary - ATTACHMENT 1 K-12/ROPs/JPAs

District (Unit) Number 64451	GL Journal ID Number 858-01U	Fund Number 01.0	
Fund Name	Unrestricted / Restricted	(Circle One)	
General	Unrestricted		

Date of Summary	Name of School District		
December 14, 2021	Downey Unified School District	 	

. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code
1. Revenue Limit	8011-8099	8011, 8012	00000, 02000, 04000, 14000
2. Federal	8100-8299		
3. State	8300-8599	8550, 8590	00000
4. Local	8600-8799	8699	00000
5. Interfund Transfers In	8910-8929		
6. Other Financing Sources	8930-8979	<u> </u>	
7. Contributions to Restricted Programs	8980-8999	8980	00000

Los Angeles County Office of Education
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Budget Adjustment Summary K-12/ROPs/JPAs

Serving Students • Supporting Communities • Leading Educators

PER	NOD AFFECTED:	
	Adopted Budget	
1	First Interim	
	Second Interim	
	Third Interim	
	Unaudited Actuals	

Submit one (1) certified original of this form.

		L Oriadolica Actuais
GL JOURNAL ID NUMBER	FUND NUMBER	
BA859-01R	01.0	
GENERAL FUND		UNRESTRICTED RESTRICTED
	BA859-01R FUND NAME	BA859-01R 01.0

	- 1 (A) - 1 (A	
DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
12/14/2021	DOWNEY UNIFIED SCHOOL DISTRICT	
A CONTRACTOR OF THE PROPERTY OF		

Α.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code		Budget Adjustment Increase (Decrease)
1.	LCFF Sources	8010-8099	see attached		\$	0.00
2.	Federal Revenue	8100-8299				7,430,256.00
3.	Other State Revenue	8300-8599			Will I Wall	5,624,227.00
4.	Other Local Revenue	8600-8799				514,243.00
5.	Interfund Transfers In	8900-8929				0.00
6.	All Other Financing Sources	8930-8979				0.00
7.	Contributions	8980-8999				2,163,820.00
		8. Total Reve	nues/Other Financ	ing Sources	\$	15,732,546.00

В.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		dget Adjustment rease (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$	5,650,602.00
2.	Classified Personnel Salaries	2000-2999			1,553,963.00
3.	Employee Benefits	3000-3999			5,505,540.00
4.	Books and Supplies	4000-4999			630,300.00
5.	Services and Other Operating Expenditures	5000-5999			2,084,891.00
6.	Capital Outlay	6000-6999			29,449.00
7.	Tuition	7100-7199			222,606.00
8.	Interagency Transfers Out	7200-7299			0.00
9.	. Transfers of Indirect Costs	7300-7399		5,0	8,859.00
10.	. Debt Service	7430-7439		4.0.000	0.00
11. Interfund Transfers Out		7600-7629			0.00
12	. All Other Financing Uses	7630-7699			0.00
	13. Total I	expenditures/Othe	er Financing Uses	\$	15,686,210.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 46,336.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
•	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
8	Total Com	mitted Amounts	0.0
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.0
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789	-	\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		46,336.0
	Total Unassigned/	Unappropriated Amounts	46,336.0
6. Total Components of Ending Fund Balance (Must	Equal the Total in Co.	ation (1)	\$ 46,336.0

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections and AB1200 salary and benefits increases for all Units.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		TELEPHONE NUMBER OF CONTACT PERSON (562) 469-6621		mimartinez@dusd.net		
	SIGNATURE OF THE BOARD	FAUTHORIZED SIGNATORY (OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	12/14/2021
Submit one (1) certi	fied origin	al of this form to:	Busi 9300	Angeles County Offic ness Advisory Servic Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.V Los Angeles County Superintendent	V., Ed.D.	SIGNATURE OF LOS ANG	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	PEPUTY	DATE SIGNED

Los Angeles County Office of Education

Division of Business Advisory Services 9300 Imperial Highway * Downey, CA 90242-2890

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary - ATTACHMENT 1 K-12/ROPs/JPAs

District (Unit) Number 64451	GL Journal ID Number BA859-01R	Fund Number 01.0	
Fund Name	Unrestricted / Restricted	(Circle One)	
General	Restricted		

Date of Summary	Name of School District	
December 14, 2021	Downey Unified School District	

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code
1. Revenue Limit	8011-8099		
2. Federal	8100-8299	8181, 8182, 8290	30100, 30102, 32100, 32130, 32140, 32150, 33100, 33110, 33150, 33270, 33450, 35500, 40350, 41270, 42030, 58100
3. State	8300-8599	8311, 8590	63880, 65000, 65100, 65360, 65370, 65460, 74250, 76900
4. Local	8600-8799	8689, 8699	65000, 62300, 92004, 92005, 92007, 92019, 92020, 92022, 92028
5. Interfund Transfers In	8910-8929		
6. Other Financing Sources	8930-8979	27/22	
7. Contributions to Restricted Programs	8980-8999	8980	33150, 33270, 65000

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	Office of Education

Budget Adjustment Summary

K-12/ROPs/JPAs

PERIOD AFFECTE):
Adopted B	udget
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			Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA860-01R	FUND NUMBER 01.1	
FISCAL YEAR 21-22	SELPA ADMINISTRATIVE U	NIT	UNRESTRICTED PRESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT		
12/14/2021	DOWNEY UNIFIED SCHOOL DISTRICT		
Comment of the contract of the	The state of the s	The second secon	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	lget Adjustment ease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299	8182	33950	48,846.00
3.	Other State Revenue	8300-8599	8311	65003	(100,400.00)
4.	Other Local Revenue	8600-8799	8792	65000	55,344.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7. Contributions	Contributions	8980-8999	8980	33850, 65000	0.00
		8. Total Reve	nues/Other Financ	ing Sources	\$ 3,790.00

B. Expenditures/Other Financing Uses			Budget Adjustment Increase (Decrease)	
1. Certificated Personnel Salaries	1000-1999		\$	7,751.00
2. Classified Personnel Salaries	2000-2999			4,017.00
3. Employee Benefits	3000-3999	21.00	26,078.	
4. Books and Supplies	4000-4999		(119,146.0	
5. Services and Other Operating Expe	enditures 5000-5999		72,197.0	
6. Capital Outlay	6000-6999		0.0	
7. Tuition	7100-7199			0.00
8. Interagency Transfers Out	7200-7299		0	
9. Transfers of Indirect Costs	7300-7399			0.00
10. Debt Service	7430-7439		0.0	
11. Interfund Transfers Out	7600-7629		0.0	
12. All Other Financing Uses	7630-7699			0.00
	3. Total Expenditures/Othe	er Financing Uses	\$	(9,103.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 12,893.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711	9711	
Stores	9712		
Prepaid Expenditures	9713	100(0.00)	
All Others	9719	3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3	
	Total Nonspi	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789	**************************************	\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		12,893.00
	Total Unassigned/U	Jnappropriated Amounts	12,893.00
		ii)	
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec	ction C)	\$ 12,893.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections and AB1200 salary and benefits increases for all Units.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PE Michael Martinez	ERSON TELEPHONE NU (562) 4	MBER OF CONTACT PERSON 69-6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATURE OF THE BOARD	OF AUTHORIZED SIGNATORY OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	12/14/2021
Submit one (1) certified origi	Bu 93	s Angeles County Offic siness Advisory Servic 00 Imperial Highway wney, CA 90242-2890	es	
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County	SIGNATURE OF LOS ANGELES COUNTY SU	PERINTENDENT OF SCHOOLS I	DEPUTY	DATE SIGNED

	Los Angeles County Office of Education
63	Office of Education

Budget Adjustment Summary K-12/ROPs/JPAs

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Los Angeles County Office of Education Ning Students - Supporting Communities - Leading Educators ubmit one (1) certified original of this form.			
TRICT NUMBER	ER .	Ī	
4451			
CAL YEAR 1-22	UNRESTRICTED RESTRICTE	0	
	UNRESTRICTED	RESTRICTED	

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/14/2021	DOWNEY UNIFIED SCHOOL DISTRICT
A LOUIS CONTRACT OF THE PARTY O	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	idget Adjustment crease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599		X	0.00
4.	Other Local Revenue	8600-8799	8677	65000	1,020,048.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	7. Contributions	8980-8999			0.00
	44000	8. Total Reve	nues/Other Financi	ng Sources	\$ 1,020,048.00

B. Expenditures/Othe Financing Uses	r	Object Code	Resource Code (Optional)		dget Adjustment rease (Decrease)
1. Certificated Personnel Salarie	S	1000-1999		\$	155,712.00
2. Classified Personnel Salaries		2000-2999		83,968	
3. Employee Benefits		3000-3999			59,299.00
4. Books and Supplies		4000-4999			43,950.00
5. Services and Other Operating	Expenditures	5000-5999		677,119.	
6. Capital Outlay		6000-6999		0.0	
7. Tuition		7100-7199		0.0	
8. Interagency Transfers Out		7200-7299		0.0	
9. Transfers of Indirect Costs		7300-7399		0.0	
10. Debt Service		7430-7439		0.0	
11. Interfund Transfers Out		7600-7629	77	0.	
12. All Other Financing Uses		7630-7699			0.00
	13. Total Ex	penditures/Othe	r Financing Uses	\$	1,020,048.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 0.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

PERIOD AFFECTED:

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
4.0	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740	=	\$
- -	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/l	Jnappropriated Amounts	0.00
6. Total Components of Ending Fund Balance (Mus	t Equal the Total in Sec	ction C)	\$ 0.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections and AB1200 salary and benefits increases for all Units.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PE Michael Martinez				EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF THE BOARD	OF AUTHORIZED SIGNATORY OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	12/14/2021	
Submit one (1) certified origin	Busi 9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890			
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County	SIGNATURE OF LOS ANGELES COUNTY SUPER	RINTENDENT OF SCHOOLS DE	PUTY	DATE SIGNED	

Los Angeles County Office of Education
dents = Supporting Communities = Leading Educators

Budget Adjustment Summary

K-12/ROPs/JPAs

PERIOD AFF	FECTED:	
Adopt	ted Budget	
✓ First I	Interim	
Seco	nd Interim	
Third	Interim	
Unau	dited Actuals	

Submit one (1) certified original of this form.

			Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL 1D NUMBER BA862-08R	FUND NUMBER 08.0	-
FISCAL YEAR 21-22	STUDENT ACTIVITY SPEC	IAL REVENUE FUND	UNRESTRICTED RESTRICTED

DATE OF SUMMARY NAME OF SCHOOL DISTRICT 12/14/2021 DOWNEY UNIFIED SCHOOL DISTRICT

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	udget Adjustment crease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8699	82100	2,557,650.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 2,557,650.00

В.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		get Adjustment ease (Decrease)	
1.	Certificated Personnel Salaries	1000-1999		\$	0.00	
2.	Classified Personnel Salaries	2000-2999			0.00	
3.	Employee Benefits	3000-3999			0.00	
4.	Books and Supplies	4000-4999			2,557,650.00	
5.	Services and Other Operating Expenditures	5000-5999		0.0		
6.	Capital Outlay	6000-6999			0.00	
7.	Tuition	7100-7199			0.00	
8.	Interagency Transfers Out	7200-7299			0.00	
9.	Transfers of Indirect Costs	7300-7399			0.00	
10.	Debt Service	7430-7439			0.00	
11.	Interfund Transfers Out	7600-7629			0.00	
12.	All Other Financing Uses	7630-7699	4		0.00	
	13. Total E	xpenditures/Othe	r Financing Uses	\$	2,557,650.00	

	· 7
C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 0.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711	9711	
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
SA Auto	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.0
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760	2011 101	
	Total Com	mitted Amounts	0.0
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.0
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.0
	Total Unassigned/	Unappropriated Amounts	0.0
6. Total Components of Ending Fund Balance (Mus	et Found the Total in Sec	etion C)	\$ 0.0

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez) 469-6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATURE THE BOARD	OF AUTHORIZED SIGNATORY OR DESIGNE		, Jr., Ph.D., Supt.	12/14/2021
Submit one (1) certified orig	inal of this form to:	Los Angeles County Offic Business Advisory Servic 9300 Imperial Highway Downey, CA 90242-2890	ces	
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGELES COUN	TY SUPERINTENDENT OF SCHOOLS	DEPUTY	DATE SIGNED

Los Angeles County Office of Education
Office of Education

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED: Adopted Budget First Interim

Submit one (1) certified origin	Second Interim Third Interim Unaudited Actuals		
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA863-10R	FUND NUMBER 10.0	
FISCAL YEAR 21-22	FUND NAME SELPA PASS THROUGH		UNRESTRICTED RESTRICTED

12/14/2021	NAME OF SCHOOL DISTRICT DOWNEY UNIFIED SCHOOL DISTRICT

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	idget Adjustment crease (Decrease)
1.	LCFF Sources	8010-8099	see attached		\$ 0.00
2.	Federal Revenue	8100-8299			(35,250.00)
3.	Other State Revenue	8300-8599			4,307,789.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	ues/Other Financing Sources		\$ 4,272,539.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		dget Adjustment rease (Decrease)
Certificated Personnel Salaries	1000-1999		\$	0.00
2. Classified Personnel Salaries	2000-2999			0.00
3. Employee Benefits	3000-3999			0.00
4. Books and Supplies	4000-4999			0.00
5. Services and Other Operating Expenditures	5000-5999		0.0	
6. Capital Outlay	6000-6999			0.00
7. Tuition	7100-7199			0.00
8. Interagency Transfers Out	7200-7299		4,272,539.	
9. Transfers of Indirect Costs	7300-7399			0.00
10. Debt Service	7430-7439			0.00
11. Interfund Transfers Out	7600-7629			0.00
12. All Other Financing Uses	7630-7699			0.00
13. Total E	xpenditures/Othe	r Financing Uses	\$	4,272,539.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 0.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		4 441
	Total Nonsp	endable Amounts	0.00
2. Restricted Amounts Restricted	9740	9740	
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Committed Amounts		0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/U	Inappropriated Amounts	0.00
6. Total Components of Ending Fund Balance (Must	Equal the Total in Ser	tion C)	\$ 0.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

Mane of school district contact person Michael Martinez		The second of the same	9-6621	mimartinez@dus	
	ATURE OF AUTHORIZED SIGNATORY BOARD	OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	12/14/2021
Submit one (1) certified	Bus 930	Los Angeles County Office of Education Business Advisory Services 9300 Imperial Highway Downey, CA 90242-2890			
Approved: Debra Duardo, M.S.W., E Los Angeles County	d.D. SIGNATURE OF LOS ANG	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education

Division of Business Advisory Services 9300 Imperial Highway * Downey, CA 90242-2890

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary - ATTACHMENT 1 K-12/ROPs/JPAs

District (Unit) Number	GL Journal ID Number	Fund Number	
64451	BA863-10R	10.0	
Fund Name SELPA Pass Through	Unrestricted / Restricted Restricted	(Circle One)	

Date of Summary	Name of School District	***************************************
December 14, 2021	Downey Unified School District	Vi and the second second second

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code
1. Revenue Limit	8011-8099		
2. Federal	8100-8299	8287	33150, 33270, 33450, 33850, 33950
3. State	8300-8599	8311, 8587	65000, 65100, 65360, 65370, 65460
4. Local	8600-8799		
5. Interfund Transfers In	8910-8929	- panier	ngur. 2000
6. Other Financing Sources	8930-8979		
7. Contributions to Restricted Programs	8980-8999		

Los Angeles County Office of Education
Office of Education

Budget Adjustment Summary

K-12/ROPs/JPAs

PER	IOD AFFECTED:	-
	Adopted Budget	
1	First Interim	
	Second Interim	
	Third Interim	
	Unaudited Actuals	

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Submit one (1) certified original of this for	Submit one	(1) certified	original	of	this	form
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DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	POTENT AND ADDRESS OF THE PARTY
64451	BA864-11U	11.0	
FISCAL YEAR 21-22	ADULT EDUCATION FUND		✓ UNRESTRICTED RESTRICTED

DATE OF SUMMARY NAME OF SCHOOL DISTRICT DOWNEY UNIFIED SCHOOL DISTRICT 12/14/2021

A.	Revenues/Other Financing Sources	Object Code	bject Code Specific Object Specific Resource Code Code		Budget Adjustment Increase (Decrease)	
1.	LCFF Sources	8010-8099			\$	0.00
2.	Federal Revenue	8100-8299				0.00
3.	Other State Revenue	8300-8599				0.00
4.	Other Local Revenue	8600-8799	8671	00000, 06390		550,910.00
5.	Interfund Transfers In	8900-8929				0.00
6.	All Other Financing Sources	8930-8979	12			0.00
7. Contributions		8980-8999	8919	06390		(500,000.00)
	8. Total Revenues/Other Financing Sources		ing Sources	\$	50,910.00	

	. Expenditures/Other Financing Uses		Resource Code (Optional)	get Adjustment ease (Decrease)
Certificated Personnel Salaries		1000-1999		\$ 442,018.00
2. Classified Personnel Salaries		2000-2999		910.00
3. Employee Benefit	s	3000-3999		75,018.00
4. Books and Supplies		4000-4999		(22,610.00)
5. Services and Other Operating Expenditures		s 5000-5999		99,182.00
6. Capital Outlay		6000-6999		0.00
7. Tuition		7100-7199		0.00
8. Interagency Trans	fers Out	7200-7299		0.00
9. Transfers of Indirect Costs		7300-7399	X-100 - 200	16,035.00
10. Debt Service		7430-7439		0.00
11. Interfund Transfers Out		7600-7629	CONTRACTOR CONTRACTOR	 0.00
12. All Other Financing Uses		7630-7699		0.00
	13. Total Ex		er Financing Uses	\$ 610,553.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ (559,643.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712	5.000	
Prepaid Expenditures	9713		
All Others	9719	M-	
	Total Nonsp	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790	~	(559,643.00
	Total Unassigned/U	Jnappropriated Amounts	(559,643.00
6. Total Components of Ending Fund Balance (Musi	Equal the Total in Sec	ction C)	\$ (559,643.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections and AB1200 salary and benefits increases for all Units.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CON Michael Martinez	ACT PERSON	(562) 469-	ER OF CONTACT PERSON -6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATHE E	TURE OF AUTHORIZED SIGNATORY OR OARD	DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	12/14/2021
Submit one (1) certified	original of this form to:	Busin 9300	ingeles County Offici less Advisory Service Imperial Highway ley, CA 90242-2890		·
Approved: Debra Duardo, M.S.W., E Los Angeles County Superintendent	d.D. SIGNATURE OF LOS ANGELE	ES COUNTY SUPERI	INTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Ø	Los Angeles County Office of Education
Serving Stu	dents • Supporting Communities • Leading Educators

Budget Adjustment Summary

PERIOD AFFECTED: K-12/ROPs/JPAs

Adopted Budget ✓ First Interim

Second Interim ☐ Third Interim

Submit one	(1)	certified	original	of	this	form

			U Orlaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA865-11R	FUND NUMBER	
FISCAL YEAR 21-22	ADULT EDUCATION FUND		UNRESTRICTED RESTRICTED

DATE OF SUMMARY NAME OF SCHOOL DISTRICT DOWNEY UNIFIED SCHOOL DISTRICT 12/14/2021

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	udget Adjustment crease (Decrease)
1.	LCFF Sources	8010-8099	see attached		\$ 0.00
2.	Federal Revenue	8100-8299			3,386,547.00
3.	Other State Revenue	8300-8599			48,829.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999	18		0.00
		8. Total Reve	nues/Other Financ	ing Sources	\$ 3,435,376.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		dget Adjustment rease (Decrease)
Certificated Personnel Salaries	1000-1999		\$	(107,212.00)
2. Classified Personnel Salaries	2000-2999	= -		31,271.00
3. Employee Benefits	3000-3999			39,633.00
4. Books and Supplies	4000-4999			1,196,906.00
5. Services and Other Operating Expe	enditures 5000-5999			1,735,454.00
6. Capital Outlay	6000-6999		V===	457,200.00
7. Tuition	7100-7199			0.00
8. Interagency Transfers Out	7200-7299			0.00
9. Transfers of Indirect Costs	7300-7399			49,393.00
10. Debt Service	7430-7439	1		0.00
11. Interfund Transfers Out	7600-7629			0.00
12. All Other Financing Uses	7630-7699			0.00
	13. Total Expenditures/Othe	er Financing Uses	\$	3,402,645.00

C. Cubectal AQ. B12 [This amount will Increase (Decrease) Ending Fund Balance]	s	32,731.00
C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	Ψ	02,701.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Restricted Amounts		0.00
Committed Amounts Stabilization Arrangements	9750	A. IPP	\$
Other Commitments	9760	22 / 17	
7,500	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789	To the second se	\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		32,731.00
	Total Unassigned/	Unappropriated Amounts	32,731.00
			\$ 32,731.00
6. Total Components of Ending Fund Balance (Mus	t Equal the lotal in Sec	ction C)	\$ 32,731.0

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections and AB1200 salary and benefits increases for all Units.

F. School District Certification - Must be Completed

Michael Martinez			9-6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATURE OF BOARD THE BOARD	FAUTHORIZED SIGNATORY C	DR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	12/14/2021
Submit one (1) certified origin	nal of this form to:	Bus 930	Angeles County Offic iness Advisory Servic 0 Imperial Highway /ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGE	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS C	EPUTY	DATE SIGNED

Los Angeles County Office of Education

Division of Business Advisory Services 9300 Imperial Highway * Downey, CA 90242-2890

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary - ATTACHMENT 1 K-12/ROPs/JPAs

District (Unit) Number 64451	GL Journal ID Number BA865-11R	Fund Number 11.0
Fund Name	Unrestricted / Restricted	(Circle One)
Adult Education	Restricted	Street Street St.

Date of Summary	Name of School District	1000000
December 14, 2021	Downey Unified School District	

Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code
1. Revenue Limit	8011-8099		
2. Federal	8100-8299	8285, 8290	35550, 58105, 58106
3. State	8300-8599	8590	63710, 63910, 76900
4. Local	8600-8799		
5. Interfund Transfers In	8910-8929	- Company	
6. Other Financing Sources	8930-8979		
7. Contributions to Restricted Programs	8980-8999		

Los Angeles County Office of Education
Office of Ludeation

DATE OF SUMMARY

12/14/2021

Budget Adjustment Summary

Submit	one (1)	certified	original	of this	form

NAME OF SCHOOL DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Los Angeles County Office of Education ving Students • Supporting Communities • Leading Education ubmit one (1) certified original of the		•	☐ Adopted Budget ☐ First Interim ☐ Second Interim ☐ Third Interim ☐ Unaudited Actuals
STRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA866-13R	13.0	
scalyear 21-22	CAFETERIA FUND		UNRESTRICTED RESTRICTED

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299	8220, 8221	53100, 53200	(3,100,000.00)
3.	Other State Revenue	8300-8599	8520	53100	200,000.00
4.	Other Local Revenue	8600-8799	8634	53100	405,000.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financ	ing Sources	\$ (2,495,000.00)

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	dget Adjustment rease (Decrease)
Certificated Personnel Salaries	1000-1999		\$ 0.00
2. Classified Personnel Salaries	2000-2999		171,283.00
3. Employee Benefits	3000-3999		431,975.00
4. Books and Supplies	4000-4999	130000	(1,830,400.00)
5. Services and Other Operating Expenditu	ures 5000-5999	33	64,150.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299	9.8	0.00
9. Transfers of Indirect Costs	7300-7399		(108,334.00)
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699	make-	0.00
13. To	otal Expenditures/Othe	er Financing Uses	\$ (1,271,326.00)

\$ (1,223,674.00)C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

PERIOD AFFECTED:

). C	Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1.	Nonspendable Amounts Revolving Cash	9711		\$
	Stores	9712		
	Prepaid Expenditures	9713		
	All Others	9719	2-20-0-1	
		Total Nonsp	endable Amounts	0.00
2.	Restricted Amounts Restricted	9740		\$
		Total Resi	ricted Amounts	0.00
3.	Committed Amounts Stabilization Arrangements	9750		\$
	Other Commitments	9760		
		Total Com	mitted Amounts	0.0
4.	Assigned Amounts Other Assignments	9780		\$
		Total Ass	igned Amounts	0.0
5.	Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789	A. 37 8 0.01	\$
	Unassigned/Unappropriated/Unrestricted Net Position	9790		(1,223,674.00
		Total Unassigned/	Unappropriated Amounts	(1,223,674.00
6.	Total Components of Ending Fund Balance (Must	4.0		

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections and AB1200 salary and benefits increases for all Units.

F. School District Certification - Must be Completed

Michael Martinez		The state of the s	9-6621	mimartinez@dus	201
DATE OF BOARD APPROVAL SIGNATURE OF THE BOARD THE BOARD	OF AUTHORIZED SIGNATORY OF	DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	12/14/2021
Submit one (1) certified origin	nal of this form to:	Bus 930	Angeles County Offic iness Advisory Servic 0 Imperial Highway vney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGEL	ES COUNTY SUPE	ERINTENDENT OF SCHOOLS D	DEPUTY	DATE SIGNED

	Los Angeles County Office of Education
Serving Stu	dents = Supporting Communities = Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

Office of Education K-12/ROPs/JPAs

PERIOD AFFECTED:	
Adopted Budget	
First Interim	
Second Interim	
☐ Third Interim	
Unaudited Actuals	

Submit one (1) certified original of this form.

		Li Unaudited Actuals
DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER
64451	BA867-21R	21.0
FISCAL YEAR 21-22	FUND NAME BUILDING FUND	UNRESTRICTED RESTRICTED

DATE OF SUMMARY
12/14/2021
NAME OF SCHOOL DISTRICT
DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Increas	Adjustment e (Decrease)
1. LCFF Sources	8010-8099			\$	0.00
2. Federal Revenue	8100-8299				0.00
3. Other State Revenue	8300-8599				0.00
4. Other Local Revenue	8600-8799				0.00
5. Interfund Transfers In	8900-8929				0.00
6. All Other Financing Sources	8930-8979				0.00
7. Contributions	8980-8999				0.00
	8. Total Reve	nues/Other Financi	ing Sources	\$	0.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	udget Adjustment crease (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$ 0.00
2. Classified Personnel Salaries	2000-2999		13,564.00
3. Employee Benefits	3000-3999		(15,511.00)
4. Books and Supplies	4000-4999		(648,372.00)
5. Services and Other Operating Expenditures	5000-5999		204,469.00
6. Capital Outlay	6000-6999		7,606,302.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399	W.V.	0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
13. Total E	xpenditures/Othe	r Financing Uses	\$ 7,160,452.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ (7,160,452.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719	_	
	Total Nonsp	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(7,160,452.00)
	Total Unassigned/l	Jnappropriated Amounts	(7,160,452.00
6. Total Components of Ending Fund Balance (Mus	Equal the Total in Cas	W 6\	\$ (7,160,452.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections and AB1200 salary and benefits increases for all Units.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PE Michael Martinez	(562) 4	MBER OF CONTACT PERSON 69-6621	mimartinez@dus	@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF THE BOARD THE BOARD	FAUTHORIZED SIGNATORY OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	12/14/2021	
Submit one (1) certified origin	Bu 93	s Angeles County Offic siness Advisory Servic 00 Imperial Highway wney, CA 90242-2890	es		
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGELES COUNTY SUF	PERINTENDENT OF SCHOOLS I	DEPUTY	DATE SIGNED	

	Los Angeles County Office of Education
6	Office of Education

DATE OF SUMMARY

12/14/2021

Budget Adjustment Summary

Serving Students - Supporting Communities - Leading Educators

K-12/ROPs/JPAs

TED:
Budget
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ed Actuals

Submit one (1) certified original of this form.

NAME OF SCHOOL DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA868-67U	67.2	
FISCAL YEAR 21-22	FUND NAME SELF-INS FD - HEALTH & \	WELFARE	✓ UNRESTRICTED RESTRICTED

Budget Adjustment Increase (Decrease) Specific Object Specific Resource Revenues/Other A. **Object Code** Code Code **Financing Sources** 8010-8099 \$ 0.00 1. LCFF Sources 0.00 2. Federal Revenue 8100-8299 0.00 3. Other State Revenue 8300-8599 0.00 4. Other Local Revenue 8600-8799 0.00 8900-8929 5. Interfund Transfers In 8930-8979 0.00 6. All Other Financing Sources 0.00 8980-8999 7. Contributions 0.00

8. Total Revenues/Other Financing Sources

Resource Code Budget Adjustment Expenditures/Other В. **Object Code** Increase (Decrease) (Optional) **Financing Uses** \$ 0.00 1000-1999 1. Certificated Personnel Salaries 0.00 2000-2999 2. Classified Personnel Salaries 3000-3999 1,000,000.00 3. Employee Benefits 0.00 4000-4999 4. Books and Supplies 0.00 5000-5999 5. Services and Other Operating Expenditures 0.00 6000-6999 6. Capital Outlay 0.00 7100-7199 7. Tuition 0.00 7200-7299 8. Interagency Transfers Out 0.00 7300-7399 9. Transfers of Indirect Costs 0.00 10. Debt Service 7430-7439 0.00 11. Interfund Transfers Out 7600-7629 0.00 7630-7699 12. All Other Financing Uses \$ 1,000,000.00 13. Total Expenditures/Other Financing Uses

\$ (1,000,000.00)C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

\$

ject Code Resource Code	Revision Increase (Decrease)
9711	\$
9712	
9713	
9719	
Total Nonspendable Amounts	0.0
9740	\$
Total Restricted Amounts	0.0
9750	\$
9760	-
Total Committed Amounts	0.0
9780	\$
Total Assigned Amounts	0.0
9789	\$
9790	(1,000,000.0
Unassigned/Unappropriated Amounts	(1,000,000.0
	\$ (1,000,000.00
ne Total in S	ection C)

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CON Michael Martinez	ITACT PERSON		BER OF CONTACT PERSON 9-6621	mimartinez@dus	
	ATURE OF AUTHORIZED SIGNATORY OF BOARD	OF DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	12/14/2021
Submit one (1) certified	l original of this form to:	Busi 9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., E Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS ANGE	LES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY '	DATE SIGNED





II. 76. APPROVE the declaration and sale and/or recycling of District obsolete property and abate the income to the General Fund Account No. 01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account No. 13.0-53100.0-00000-00000-8631-0000000.

Supporting Documents



scan1393

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

December 14, 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 approval is requested to authorize 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 milk cooler and commercial van. These items are outdated and are of no further use to the district. The commercial van will be sold to the Compton Unified School District for use in their Food Services program. All other 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.

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple Air Macbook	A1466		36577	Broken unable to repair
1	Apple Air Macbook	A1466		36554	Broken unable to repair
-	Apple Air Macbook	A1466		36555	Broken unable to repair
1	Apple Air Macbook	A1466		36610	Broken unable to repair
1	Apple Air Macbook	A1466		36538	Broken unable to repair
1	Apple Air Macbook	A1466		36692	Broken unable to repair
_	Apple Air Macbook	A1466		36581	Broken unable to repair
1	Apple Air Macbook	A1466		36583	Broken unable to repair
1	Apple Air Macbook	A1466		36603	Broken unable to repair
1	Apple Air Macbook	A1466		36601	Broken unable to repair
1	Apple Air Macbook	A1466		36587	Broken unable to repair
1	Apple Air Macbook	A1466		36582	Broken unable to repair
1	Apple Air Macbook	A1466		36584	Broken unable to repair
1	Apple Computer		YM0340cgdwy	31928	Broken unable to repair
1	Computer Cart			37284	obsolete
1	Apple Air Macbook	A1466		36588	Broken unable to repair
1	Apple Air Macbook	A1466		36693	Broken unable to repair
1	Apple Air Macbook	A1466		59004	Broken unable to repair
1	Apple Air Macbook	A1466		36583	Broken unable to repair
Н	Vizo 43" TV		LAUAVLKT4323407		Broken unable to repair
-	Vizo 43" TV		LAUAVLCT2106420		Broken unable to repair
1	Vizo 43" TV		LAUAVLKT4323411		Broken unable to repair
1	Infocus Projector	IN126a	BNDB44500128	41126	Obsolete Item
н	Infocus Projector	IN126a	BNDB43200123	39801	Obsolete Item
1	Infocus Projector	IN126a	BNDB43900292	25545	Obsolete Item
н	Infocus Projector	IN126a	BNDB44100049	25613	Obsolete Item
-	Infocus Projector	IN124	BJVB31600756	963727	Obsolete Item
1	Infocus Projector	IN126a	bndb43200361	39434	Obsolete Item
1	Infocus Projector	IN126a	bndb51200676	44908	Obsolete Item
1	Infocus Projector	IN124	bjvk40202611	38076	Obsolete Item
н	Infocus Projector	IN124	bjvb31600744	963732	Obsolete Item
н	Infocus Projector	IN126a	bndb51400310	44515	Obsolete Item
-	Infocus Projector	IN126a	bndb43700197	25542	Obsolete Item

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Infocus Projector	IN126a	bndb51200707	44901	Obsolete Item
Н	Infocus Projector	IN126a	bndb45100237	42134	Obsolete Item
н	AVerMedia Document Camera	AverVision300AF+	350389728519268	28519	Obsolete Item
1	Vizo 43" TV		LAUAVLCT2107481		Obsolete Item
н	Voyageur Desktop Computer		16226025401090	35040	Broken unable to repair
1	Voyageur Desktop Computer		16226025400961	35048	Broken unable to repair
1	Voyageur Desktop Computer		16144092702176	42021	Broken unable to repair
1	Voyageur Desktop Computer		16144092701484	42032	Broken unable to repair
Н	Voyageur Desktop Computer		16144092701460	42029	Broken unable to repair
1	Voyageur Desktop Computer		16144092702198	42030	Broken unable to repair
1	Voyageur Desktop Computer		1614402701754	42016	Broken unable to repair
1	Voyageur Desktop Computer		16144092700611	39269	Broken unable to repair
П	Voyageur Desktop Computer		161440927017779	42034	Broken unable to repair
н	Voyageur Desktop Computer		16144092701827	42036	Broken unable to repair
н	Voyageur Desktop Computer		16144092700958	42035	Broken unable to repair
н	Voyageur Desktop Computer		16226025400140	35047	Broken unable to repair
1	Voyageur Desktop Computer		16226025400936	35041	Broken unable to repair
н	Voyageur Desktop Computer		16226025401062	35049	Broken unable to repair
1	Elmo Projector	HP-L3550H	364652		Broken unable to repair
Н	Elmo Projector	HP-L3550H	384142		Broken unable to repair
н	HP Printer	CE462A	SVnb3h01763	900494	Broken unable to repair
1	HP Printer	C6429A	MY021180H219	19728	Broken unable to repair
1	GBC Laminator			58765	Broken unable to repair
1	Fujitsu Scanner	Fi-6230	21109	31521	Broken unable to repair
1	EV Speaker	SX300	9946N10451	15226	Broken unable to repair
1	EV Speaker	SX300	9946N10450	15227	Broken unable to repair
-	HP Printer	CE462A	Svnb3H01759	900490	Broken unable to repair
1	Bretford Device Cart		018-0300	33705	Obsolete Item
н	Toshiba TV	CF32D40	21691779		Broken unable to repair
1	Infocus Projector	M2100	BEHB22800672	34589	Broken unable to repair
1	Epson Projector	EMP-7700	CXN033079A		Broken unable to repair
н	Hitachi Projector	CP-5335	641003135	20	Broken unable to repair
1	Aver Projector	P0E3	54522121009	932503	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Aver Document Camera	POE7A	5305881300422	39649	Broken unable to repair
1	Bretford Device Cart			54606	Obsolete Item
1	Bretford Device Cart			47843	Obsolete Item
1	Bretford Device Cart			44508	Obsolete Item
1	Bretford Device Cart			54684	Obsolete Item
н	Bretford Device Cart			69428	Obsolete Item
н	Bretford Device Cart			45463	Obsolete Item
н	Bretford Device Cart			45464	Obsolete Item
н	Bretford Device Cart			47842	Obsolete Item
н	Bretford Device Cart			46938	Obsolete Item
н	Bretford Device Cart			25742	Obsolete Item
н	Bretford Device Cart			33719	Obsolete Item
н	Dell Computer			30931	Broken unable to repair
1	Dell Computer			33182	Broken unable to repair
1	Dell Computer			30975	Broken unable to repair
1	Dell Computer			30916	Broken unable to repair
1	Printer		641C2105		Broken unable to repair
-1	. Apple iPad	16gb	DMPGX8MVDFHW	969749	Broken unable to repair
1	Apple iPad	16gb	F5XKD46CDFHW	968823	Broken unable to repair
1	Apple iPad	16gb	DMPHTGC5DJ8T	969752	Broken unable to repair
1	Apple iPad	32gb	DLXGCY43DFHY	969753	Broken unable to repair
1	Apple iPad	16gb	DMQHT9A1D18T	968830	Broken unable to repair
1	Apple iPad	16gb	DNG2YB1DFHW	969754	Broken unable to repair
н	Apple iPad	32gb	DNGG10PPDFHY	052696	Broken unable to repair
1	Apple iPad	16gb	FSQKD3V0DFHW	969747	Broken unable to repair
н	Apple iPad	16gb	DMPHTW4RDJ8T	969748	Broken unable to repair
1	Apple iPad	16gb	DMPG24Q8DFHW	092696	Broken unable to repair
н	Dell Monitor		0YNYH1742A		Broken unable to repair
1	Dell Monitor		0YNYH2435C		Broken unable to repair
1	Dell Computer			33181	Broken unable to repair
1	Dell Computer			26400	Broken unable to repair
н	Dell Computer			38786	Broken unable to repair
-	Apple iPad	16gb	DNGG2YH8DFHW	969751	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple iPad	16gb	DMPG2405DFHW	969762	Broken unable to repair
1	Apple iPad	A1474	DMPMD0JBFK12	969780	Broken unable to repair
1	Apple iPad	A1474	DIMQN5EYOFK10	969778	Broken unable to repair
1	Apple iPad	16gb	DN6G2Y5WDFHW	969759	Broken unable to repair
1	Apple iPad	A1474	DMRN887EFK10	969781	Broken unable to repair
-	Rapid Print Date/Time Stamper	ARL-E	534759		Broken unable to repair
н	LG Television	43LF5400	509RMCJBN691		Broken unable to repair
н	Custom Desktop Computer		16123053900869	33141	Broken unable to repair
н	Custom Desktop Computer		16222046500278	33133	Broken unable to repair
н	HP Laserjet Printer	M600		35167	Broken unable to repair
н	Dell Desktop Computer	Optiplex 3040	1nh9qd2	52025	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nlcqd2	52032	Broken unable to repair
н	Dell Desktop Computer	Optiplex 3040	1nkdqd2	52060	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nh5qd2	52033	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nkj3qd2	52057	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nh7qd2	52024	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nl7qd2	52039	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nj5qd2	52051	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nlSqd2	52061	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nj7qd2	52030	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nj4qd2	52056	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nl3qd2	52050	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nl4qd2	52028	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nl8qd2	52031	Broken unable to repair
1	Custom Desktop Computer		16223063300676	34658	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	t54xzfql	32442	Broken unable to repair
1	Gateway Desktop	E-4600S	36890129	26453	Broken unable to repair
1	Gateway Desktop	E-4600S	36890164	26416	Broken unable to repair
1	Dell Slim Tower	Vostro 220	hccqpl1	30954	Broken unable to repair
1	Gateway Desktop	E-4600S	0036890115	26435	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1njdqd2	52038	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nk6qd2	52048	Broken unable to repair
-1	Dell Desktop Computer	Optiplex 3040	1nldqd2	52041	Broken unable to repair

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
н	Dell Desktop Computer	Optiplex 3040	1nkbqd2	52023	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nj6qd2	52036	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nh8qd2	52045	Broken unable to repair
н	Dell Desktop Computer	Optiplex 3040	1nj6qd2	52047	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nhcqd2	52052	Broken unable to repair
Н	Dell Desktop Computer	Optiplex 3040	1nkcqd2	52035	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nj8qd2	52037	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nm3qd2	52054	Broken unable to repair
1	Dell Desktop Computer	Optiplex 3040	1nhbqd2	52043	Broken unable to repair

II CIVI	DISCRIPTION	MODEL	SEKIAL#	DISTRICT #	Reason tor Disposal
-1	Tall Wood Bookshelf				Broken unable to repair
2	Rectangular Tables				Broken unable to repair
2	Round Tables	V			Broken unable to repair
1	Hexagon Table				Broken unable to repair
16	Filing Cabinets				Broken unable to repair
10	Student Desks				Broken unable to repair
9	Teacher Desks				Broken unable to repair
1	Red cart				Broken unable to repair
9	Tables				Broken unable to repair
1	Small Refrigerator				Broken unable to repair
1	Metal Weight Rack				Broken unable to repair
1	Chair Rack		_		Broken unable to repair
8	Rolling Carts				Broken unable to repair
1	True Milk Cooler	TMC58	8437288	42567	Broken unable to repair
1	Cress Electric Kiln	C-15	7702	2543	Broken unable to repair
1	LG Refrigerator	LGE9s	7B65560822E241T059711		Broken unable to repair
1	Kenmore Stove			2533	Broken unable to repair
5	Computer Lab tables				Broken unable to repair
1	2018 Commercial Van - Food Truck	Ford	1F65F5KY3J0A10935	281-A	Obsolete Item



II. 78. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

Supporting Documents



Scanned from Finance Xerox-C8055



scan1394

A. Employments

Employee	Assignment	Salary Rate	Begins
Hoodye, Christopher	Teacher – SDC Stauffer Temporary	\$61,066	9/27/2021- 6/03/2022

B. Employments (Temporary)

			Service
Employee	Assignment	Salary Rate	Begins

ACADEMIC TUTORING - Griffiths, \$38.82 Per Hour, 2021-22 School Year

Berchtold, Eric Franco, Dulce Hill, Barbara McCurry, Gregory Partnoff, Steven Szechy, Daniel Vega, Elizabeth

ADDITIONAL HOURS - \$38.82 Per Hour, 2021-22 School Year

Virtual Academy Baltazar, Arlene Ellis, Matthew Maldonado, Julia Navarro, Javier

<u>Doty</u> Guzik, Michael

Stauffer Koenig, Todd Dekker, David

Sussman Salceda, Mario

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

ADMINISTRATIVE DESIGNEE - Price, \$60.60 Per Hour, 2021-22 School Year

Cafferty, Joan Flores, Jennifer Guerrero, Annabel Jara, Jennifer Keele, Shelly Mazzocchi, Irene Otero, Kara

Employee

ADULT SCHOOL TEACHER-STATE FUNDED - \$46.59 Per Hour, 2021-22 School Year

Cueto, Cynthia

AFTER SCHOOL PD MEETINGS - District \$38.82 Per Hour, 2021-22 School Year

Ambroff, Amanda Arriola, Cynthia Ball, Lisa Barger, Matthew Blazak, Molly Brito, Kirsty Cabello, David Calderon-Suarez, Diana Cazares, Veronica Curiel, Hilda Flores, Mariana Fuenmayor, Priscilla Gallardo, Alma Garcia, Minerva Gaytan, Alex Gonzalez, Angelica Hernandez, Jessica Jauregui, Jovanni Jimenez, Diana Jones, Keshila Keele, Brooke Kingston-Leon, Nicole Lazaro, Kathryn

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

AFTER SCHOOL PD MEETINGS - District \$38.82 Per Hour, 2021-22 School Year (cont.)

Manjivar-Guillen, Maria Manzano Amador, Rocio Mc Call, Janae McCrory, Sarah Olay, Courtney

Petersen, Peggy

Ramos, Brianna

Rhodes, Stacey

Schmidt, Gloria

Shaffer, Jessica

Shetler, Jessica

Sosa, Yvonne

Stanley, Debora-Anne

Valdes, Marie

Villanueva, Jaylen

Zubiate, Mariaelena

AFTER SCHOOL PD MEETINGS SPSA - Williams, \$38.82 Per Hour, 2021-22 School Year

Margiotta, Scott Perez, Arianna Reyes, Rosalie Santana, Patricia Zinke, Tara

AFTER SCHOOL TUTORING - \$38.82 Per Hour, 2021-22 School Year

Alameda
Gallardo, Alma
Gaytan, Alex
Platt, Tina
Sary, Maureen
Tanaka, David
Zubiate, Mariaelena

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins
	Assignment	Assignment Salary Rate

AFTER SCHOOL TUTORING - \$38.82 Per Hour, 2021-22 School Year (cont.)

Griffiths
Elizondo, Douglas
Houts, Jacob
Mata, Iris
Santillana, Lori

Sussman

Alvarez, Diana Barela, Mihaela

Bergstedt, Kyle

Lopez, Daniel

Marine, Shannon

Medina, Teresa

Paz, Eduardo

Regan, Jennifer

Salceda, Mario

Santos, Alejandro

Schuldt, Joseph

Silagyi-Morris, Lynn

Villasana, Jocelyn

Worthy, Jessica

ASSISTANT COACH DANCE TEAM ASB# 340 - Downey, Not to Exceed \$1,500.00 Per Month, 7/01/21-6/30/22

Garcia, Cassandra

<u>ATTENDING PROFESSIONAL DEVELOPMENT</u> – Alameda, \$38.82 Per Hour, 2021-22 School Year

Gallardo, Alma Gaytan, Alex Zubiate, Mariaelena

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
AVID COORDINATOR STIPEN	<u>D</u> – District, 2021-22 Scho	ool Year	
Bhakta, Bageshree Mc Gregory, Kyndra Vega, Elizabeth		\$4,442.00 Per Year \$2,962.00 Per Year \$2,962.00 Per Year	10/1/2021

AVID PLANNING DAY - Griffiths, \$38.82 Per Hour, 2021-22 School Year

Karout, Sarah Romero, Julie Vega, Elizabeth Wolfe, Jeanetta

AVID SITE AND LEADER WORKSHOPS - District, \$38.82 Per Hour, 2021-22 School Year

Cohen, Kristofer Mc Gregory, Kyndra Schuldt, Joseph

BOOK & DEVICE COLLECTION/DISTRIBUTION - Downey, \$38.82 Per Hour, 2021-22 School Year

Calata, Sharon

CCI AVID PLANNING HOURS - Doty, \$38.82 Per Hour, 2021-22 School Year

Bhakta, Bageshree Cohen, Kristofer Konoske, Joseph

CHYA HS HEALTH TEACHER REVIEW - District, \$38.82 Per Hour, 2021-22 School Year

Brogden, Gerald Hollington III, Thomas Mendoza, Cynthia O' Steen, Erika Salazar, Amy Santa Cruz, Juliet Simpson, Matthew

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

CHYA HS HEALTH TEACHER REVIEW - District, \$38.82 Per Hour, 2021-22 School Year (cont.)

Welch, Jeffrey Zamora, Tahnee

CHYA LESSON PLANNING - District, \$38.82 Per Hour, 2021-22 School Year

Mc Gregory, Kyndra

<u>CHYA MATERIALS REVIEW & ALT. CURRICULUM</u> – District, \$38.82 Per Hour, 2021-22 School Year

Derkum, Michelle Mc Gregory, Kyndra Russell, Kellie Zamora, Tahnee

CHYA TRAININGS - District, \$38.82 Per Hour, 2021-22 School Year

Amaya, Alyssa Santa Cruz, Juliet

<u>CLINICAL SCHOOL THERAPIST STIPEND</u> – District, \$5,441.00 Per Year, 2021-22 School Year

Banuelos, Cristian Robles-Rodriguez, Monica

CODING - Imperial, \$38.82 Per Hour, 2021-22 School Year

Joachim, Susana Manzano Amador, Rocio Ortiz, Marcos

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

COLLEGE CONSULTING - Downey, \$38.82 Per Hour, 2021-22 School Year

Glasser, Bernard Neria, Dolores Nevarez, Robert

COMBINATION CLASS TECAHER - \$7,942.00 Per Year, 2021-22 School Year

Rio San Gabriel Cox-Nichols, Trisha Hughes, Tiffany

Unsworth Halbmaier, Michelle

Ward Reichwein, Cynthia Bliss, Julie

Williams Wilson, Kathryn

COMMITTEE FOR TIERED INTERVENTION-SUMMER - Ward, \$38.82 Per Hour, 2021-22 School Year

Brossmer, Esther Evans, Denise Martinez, Stephanie Reichwein, Cynthia Thomas, Lisa

CTE TEACHERS - District, \$52.66 Per Hour, 2021-22 School Year

Alvarez, Gary Benedic, Angelica Herrera, Christopher Ibarra-Alvarez, Clotilde Kendall, Kevin Linares, Trinidad

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
CTE TEACHERS – District, \$5	52.66 Per Hour, 2021-22	School Year (cont.)	
Mazariegos, Brian Storey, Danielle Strain, Allison Vadgama, Frida Zegarra, Johnny		\$50.66 Per Hour	
CTE TEACHERS EXTRA DU	TY – District, \$38.82 Per	Hour, 2021-22 School	Year
Cervantes, Carlos			
CTE TEACHERS SUB COVE	RAGE - District, \$52.66	Per Hour, 2021-22 Sch	ool Year
Alvarez, Gary Benedic, Angelica Herrera, Christopher Ibarra-Alvarez, Clotilde Kendall, Kevin Linares, Trinidad Storey, Danielle Strain, Allison Vadgama, Frida Zegarra, Johnny			
CTE TEACHERS WORKABII	<u> ITY</u> – District, \$52.66 Pe	er Hour, 2021-22 Schoo	l Year
Storey, Danielle Strain, Allison			
DEA NEGOTIATIONS – Distr	rict, Per Diem, 2021-22 S	School Year	
Evans, Denise Mendenhall, Danielle Mogan, James Perkins, Ashley Welch, Kevin Wright, Julia		\$701.51 \$583.91 \$675.70 \$556.97 \$646.92 \$617.10	

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
DEPARTMENT HEAD ALL	OCATION - 2021-22 Scho	ool Year	
Griffiths Chatmon, Charmetra Houts, Jake 50% Mata, Iris 50%		\$1,822.58 \$687.01 \$687.01	
<u>Stauffer</u> Castro, Faye McConnell, Deanna		\$786.69 \$786.69	
EL SUPPORT – District, \$3	8.82 Per Hour, 2021-22 S	School Year	

Molletti-Bovey, Virginia Quimby, Jason

ELA ADOPTION COMMITTEE - District, \$38.82 Per Hour, 2021-22 School Year

Acosta, Kellie Agranowitz, Natalia Anaya, Leticia Bohlinger, Tyson Bugaren, James Chatmon, Charmetra Clarke, Sarah Cleek, Cara Cohen, Kristopher

Davis, Wesley Dayhoff, Laurie

Eduad, Deborah

Elsasser-Chavez, Gregory

Ferera, Gretchen

Fitzpatrick, Shawn

Franco, Dulce

Gallagher, Sophie

Harris, Andrea

Hecker, Robert

Hille, Lorine

Hutson, Michele

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins
A CONTRACTOR OF THE PARTY OF TH			

ELA ADOPTION COMMITTEE - District, \$38.82 Per Hour, 2021-22 School Year (cont.)

Konoske, Joseph Matas, Sybil Medina, Ryan Ordway-Roach, Brandy Overgaauw, Amy Portillo, Evelyn Prasirtpun, Smith Ragusa, Elise Ramirez, Andrea Roveri, Mercy Schmaltz, Jeffrey Schulman, Monica Singh, Payal Staggenborg, Kim Villa, Cassandra Wilmoth, Kimberly

ESPORTS PLANNING AND SUPPORT - District, \$38.82 Per Hour, 2021-22 School Year

Beaver II, George Davenport, Henry Kraus, David Quintero, David

EXTENDED LIBRARY HOURS - Griffiths, \$38.82 Per Hour, 2021-22 School Year

Bliss, Jennifer Russell, Sara

EXTRA DUTY - 2021-22 School Year

Columbus Ortiz, Jessica

\$38.82 Per Hour

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
EXTRA DUTY - 2021-22 School	Year (cont.)		
Dawaay			
<u>Downey</u> Appel, Vincent	Skills USA Advisor	\$1,650.00 Per Year	
Armendariz, Cesar	Skills USA Advisor	\$1,650.00 Per Year	
Beaver II, George	Skills USA Advisor	\$1,650.00 Per Year	
Cordova, Ronda	Skills USA Advisor	\$1,650.00 Per Year	
Davis, Wesley	Link Crew	\$2,453.00 Per Year	
Green, Kysha	Social Skills Advisor	\$1,341.00 Per Year	
Guerrero, Raul – 50%	Band	\$4,799.00 Per Year	
Guerrero, Raul – 50%	Choral	\$3,160.00 Per Year	
Harris, Nathan	Skills USA Advisor	\$1,650.00 Per Year	
Herrera, Christopher	Skills USA Advisor	\$1,650.00 Per Year	
Ibarra-Alvarez, Clotilde	Skills USA Advisor	\$1,650.00 Per Year	
Kendall, Kevin	Skills USA Advisor	\$1,650.00 Per Year	
Lee, Branwyn	Link Crew	\$2,453.00 Per Year	
Linares, Trinidad	Skills USA Advisor	\$1,650.00 Per Year	
Lostetter, Matthew	Link Crew	\$2,453.00 Per Year	
Martinez, Monica	Pep Squad Assistant	\$2,729.00 Per Year	
Montgomery, Magdalen	Link Crew	\$2,453.00 Per Year	
Moreno, Alyssa	Link Crew	\$2,453.00 Per Year	
Napoli-Cooley, Michelle	Newspaper	\$3,575.00 Per Year	
Nelson, Christopher	Drama	\$3,174.00 Per Year	
Nevarez, Robert	Skills USA Advisor	\$1,650.00 Per Year	
Nunley, Thomas	Yearbook	\$4,067.00 Per Year	
Olariu, Corneliu – 50%	Band	\$4,799.00 Per Year	
Olariu, Corneliu – 50% Olariu, Corneliu – 50%	Choral	\$3,160.00 Per Year	
Patterson, Leslie	Competetive Dance	\$3,439.00 Per Year	
Rand, Mark	Athletics Director	\$7,854.00 Per Year	
Rauls, Ashley	Cheer/Drill Team	\$3,534.00 Per Year	
Sims, Andrea	Activities Director	\$7,854.00 Per Year	
Storey, Danielle	Skills USA Advisor	\$1,650.00 Per Year	
Vadgama, Frida	Skills USA Coordinator	\$4,268.00 Per Year	
Vadgama, Frida Vadgama, Frida	Skills USA Advisor	\$1,650.00 Per Year	
Yamasaki, Glenn	Robotics Coach	\$1,585.00 Per Year	
Zessau, Christian	Skills USA Advisor	\$1,650.00 Per Year	

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

EXTRA DUTY FOR ASB EVENT - Warren, \$75.00 Per Event, 2021-22 School Year

Bell, Chad Deichman, Kyle Gutierrez, Ruben Rodriguez, Jonathan

EXTRA DUTY FOR AVID WORK - District, \$38.82 Per Hour, 2021-22 School Year

Bhakta, Bageshree Evensen, Sara Charlotte

FAFSA EXTRA DUTY - District, \$57.25 Per Hour, 2021-22 School Year

Baltazar, Luz Benitez, Carlos Lima, Adair

FEMINEER COORDINATOR - District, \$38.82 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
Vargas-Aguilar, Jesenia

GAME SUPERVISION/SPORTS OFFICIALS ASB - Warren, \$75.00 Per Event, 2021-22 School Year

Bell, Chad Gutierrez, Ruben

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

GAME SUPERVISION/SPORTS OFFICIALS ASB – Warren, \$75.00 Per Event, 2021-22 School Year (cont.)

Medina, Ryan Pearson, Scott Petersen, Robert Rodriguez, Eduardo Salazar, Luis Simons, Bradley Singh, Daniel Tendler, Joey Trejo, Raymundo

GATE LEAD TEACHER - District, \$38.82 Per Hour, 2021-22 School Year

Alvarez, Jennifer Atlas, Lucy Bliss, Julie Cid, Deena Curcio, Heather De Moss, Cynthia Graves, Todd Hughes, Tiffany Kutzke, Cortny Lorberter, Rosanna Maples, Sara Martinez, Glenda Newman, Amy Paul, Anne-Mary

GLAD LANGUAGE ASSESSMENTS - District, \$200.00 Per Day, 2021-22 School Year

Kim, Carrie

HOMEWORK HELP - Stauffer, \$38.82 Per Hour, 2021-22 School Year

Barajas Jr., Efren Cortez, Louis Diulio, Judy

B. Employments (Temporary) (cont.)

		Service	
nmont	Salany Pate	Rogins	

Employee

Assignment

Salary Rate

Begins

HOMEWORK HELP - Stauffer, \$38.82 Per Hour, 2021-22 School Year (cont.)

Goldsmith, Desiree La Fortune-Webster, Darla Maples, Sara McConnell, Deanna Saikali, Rola Tindoc, Oliver

IEP ADMINISTRATIVE DESIGNEE - \$60.60 Per Hour, 2021-22 School Year

Alameda

Dodson, Paula Griffin, Andrea Pacheco, Raelynn Parra, Marcela Williams, Maria Cherie

Gallatin

Cox, Sandi King, Tamika Lopez, Carrie McCrory, Sarah Messore, Dana Musgray, Rajshree Tanaka, Georgina

Gauldin

Balster, Lisa Bomgaars, Jenalee Cozart, Lindsey Curcio, Heather Gomez, Julio Henderson, Adorliz Starnes, Riley Verstegen, Kathleen Washington, Kimberly

B. Employments (Temporary) (cont.)

Service

Employee

Assignment

Salary Rate

Begins

IEP ADMINISTRATIVE DESIGNEE - \$60.60 Per Hour, 2021-22 School Year (cont.)

Imperial

Cota, Graciela Martinez, Kayla Ruesga, Alexandra Ulloa, Maricella

Lewis

Eichen, Deena Marquez, Irene Martinez, Tracy Ortega, Julia Winters, Callie Zuniga, Julie

Old River

Avina, Maria
De Matta, Sussan
Maline, Sarina
Poitras, Christina
Venegas, Rosalba
Weiland, Tayler
Zarate, Linda

Price

Cafferty, Joan Flores, Jennifer Guerrero, Annabel Jara, Jennifer Keele, Shelly Mazzocchi, Irene Otero, Kara

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins
		The state of the s	

IEP ADMINISTRATIVE DESIGNEE - \$60.60 Per Hour, 2021-22 School Year (cont.)

Rio Hondo

Hocking, Allegra
Jauregui, Noemi
Kacou, Natalie
Lorberter, Rosanna
Pulido, Roberto
Tucker, Valarie
Waymack, Rebecca

Rio San Gabriel

Buchanan, Patricia Cox-Nichols, Trisha Dekker, Jenise Galan-Zeisel, Rose Gonzales, Stefan Hoetker, Deborah Jensen, Danicka Lee, Lindsay Serrato, Susana

Unsworth

Orona, Jacklyn

Ward

Bassett, Kristian Brossmer, Esther Bautista, Adelaida Hood, Andrea Figueroa, Tracey Taggart, Patricia Thomas, Lisa

B. Employments (Temporary) (cont.)

Service

Employee

Assignment

Salary Rate

Begins

IEP ADMINISTRATIVE DESIGNEE - \$60.60 Per Hour, 2021-22 School Year (cont.)

Williams

Caro, Vanessa
Colangelo, Kimberly
Davis, Melissa
Durkee, Alison
Hayes, Samantha
Grant, Lindsay
Neimann, Natalie
Newman, Amy
Newman, Barb
Russell Hernandez, Nicole

Griffiths

Houts, Jacob Mata, Iris

IEP SUPPORT - ONLINE SCHOOL - District, \$675.70 Per Day, 2021-22 School Year

Donahue, Reggie

INDUCTION MENTOR STIPEND - District, \$1,959.00 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

Durkee, Alison

Eagen, Melanie

Eichen, Deena

Flores, James

Gallagher, Sophie

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

INDUCTION MENTOR STIPEND - District, \$1,959.00 Per Year, 2021-22 (cont.)

Gallion, Gina

Employee

Gomez, Erica

Gunsaulus, Hilary

Harr, Alyson

Huff, Diane

Huls, Mindy

Jensen, Danicka

Keen, Andrea

Korduner, Karen

Krimbow, Danielle

Mata, Iris

Mc Gregory, Michael

Mendenhall, Danielle

Moore, Catherine

Moreno, Miguel

Ortega, Julia

Ozima, Carole

Plant, Edward

Riancho Del Bueno, Magali

Roberson, Joshua

Roche, Kristina

Schmaltz, Jeffrey

Simons, Bradley

Skutt, Briana

Starnes, Riley

Taylor, Laura

Tendler, Joey

Ticknor, Crystal

Tunberg, Alicia

Ulloa, Maricella

Wright, Julia

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

INSTRUCTIONAL LEADERSHIP TEAM MEETING - Imperial, \$150.00 Per Day, 7/01/21-8/07/21

Anderson, Diane Moran, Crystal Paul, Anne Mary Rojas, Laura Selvanayagam, Kimberly Ruesga, Alexandra

<u>INSTRUCTIONAL LEADERSHIP TEAM PLANNING MEETING</u> – Rio Hondo, \$155.00 Per Day, 2021-22 School Year

Pulido, Roberto

INTERVENTIONIST - \$200.00 Per Day, 2021-22 School Year

Carpenter Jauregui, Jovanni

<u>Gallatin</u>

Cazares, Veronica

Gauldin
Eseberre, Jeanette
Macahilig, Mylee
Rhodes, Stacy

Imperial Lacy, Brett Olson, Katie

50%

Old River Ferreira, Karen Parga, Amelia

B. Employments (Temporary) (cont.)

50%

			Service
Employee	Assignment	Salary Rate	Begins

INTERVENTIONIST - \$200.00 Per Day, 2021-22 School Year (cont.)

Price

Arriola, Cynthia Donahue, Molly

Olson, Katie

Wade, Laura

Rio Hondo

Romero-Rodriguez, Lizette

Williams

Kingston-Leon, Nicole

Stauffer

Chavez, Stephanie Le, Jin Quan Palomares, Arianna

Columbus

Avila, Natalia

LCAP ADDITIONAL HOURS - Stauffer, \$38.82 Per Hour, 2021-22 School Year

Vera, Jecenia

LCAP PAC MEETINGS AND PAPERWORK - District, \$38.82 Per Hour, 2021-22 School Year

Kim, Carrie

<u>LEADERSHIP AND PLC COLLABORATION MEETINGS</u> – Warren, \$150.00 Per Day, 7/01/21-8/07/21

Acosta, Kellie Aguilar III, Felipe Arnold, Jeffrey Catalano, Cory Casillas, Rosa Curiel, Joe

B. Employments (Temporary) (cont.)

Service

Employee

Assignment

Salary Rate

Begins

<u>LEADERSHIP AND PLC COLLABORATION MEETINGS</u> – Warren, \$150.00 Per Day, 7/01/21-8/07/21 (cont.)

Dussan, Liliana

Elsasser-Chavez, Gregory

Fisher, Stephanie

Gonzalez, Glenn

Haldar, Padma

Kirby, Alison

Lord, Kaye

Mack, Deanna

Maurer, William

Miranda, Daniel

Miyahara, Samantha

Mendez, Daniel

Mojarro, Jenny

Orlinsky, Jeffrey

Petersen, Robert

Roldan, Nadia

Russell, William

Sangalang-Ortiz, May

Stevenson, Jody

Trejo, Raymundo

Tendler, Joey

Villa, Cassandra

Welch, Kevin

Willis, Monique

Yoo, Tai

LETTERS OF RECOMMENDATION - Downey, \$38.82 Per Hour, 2021-22 School Year

Armendariz, Cesar

Appel, Vincent

Baca, Teresa

Barbeau, Richere

Bean, Jason

Bean, Josette

Bradfield, Eric

Broun, Kevin

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

<u>LETTERS OF RECOMMENDATION</u> – Downey, \$38.82 Per Hour, 2021-22 School Year (cont.)

Carbajal-Guzman, Maribel Carlson, Christina Castile, Christopher

Coe, Paul

Employee

Crespo, Kelly

De La Torre, Jose

Glasser, Bernard

Hill, Teresa

Hudson, Jennifer

Hwang, John

Jamka, Alan

Judy, Stephen

Kasner, Debra

Kim, Daniel

Lara, Jennifer

Leanos, Catalina

Lejano, Charissa

Mc Clain, Danielle

Meade, Corrine

Nastase, Lauren

Navarro, Ricardo

Neria, Dolores

Nevarez, Robert

Nikaj, Darrelle

Nunez, Nathalie

Park, Byung

Paysee, Joseph

Puente, Yvette

Ramirez, Andrea

Ramirez-Silva, Claudia

Roybal, Bonnie

Sanders, Steven

Voulgaris, Carrie

Whitt, Aaron

Wilmoth, Kimberly

Yamasaki, Glenn

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

<u>LETTERS OF RECOMMENDATION</u> – Downey, \$38.82 Per Hour, 2021-22 School Year (cont.)

Young, Marlin

LIBRARIAN ADDITIONAL HOURS - \$38.82 Per Hour, 2021-22 School Year

Sussman

Powers, Deborah

Downey

Ortiz, Martha

Warren

Escobedo, Sara

LINK CREW TRAINING - Downey, \$38.82 Per Hour, 2021-22 School Year

Lee, Branwyn Nevarez, Jessica Park, Byung

NEPRIS TRAINING - District, \$38.82 Per Hour, 2021-22 School Year

Austin, William

Ducros, Kathy

Hwang, John

Legaspi, Ronald

Menjivar, Frank

Napoli, Michelle

O'Dowd, Joy

Patterson, Leslie

Pyle, Andrea

Quintero, David

Santa Cruz, Juliet

Santos, Alejandro

Storey, Danielle

Sun, Charlene

Vadgama, Frida

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

ON CALL NURSE FOR AFTER SCHOOL PROGRAM - District, \$38.82 Per Hour, 2021-22 School Year

Tran, Phung

ONLINE INDEPENDENT STUDY APEX - Warren, \$38.82 Per Hour, 2021-22 School Year

Acosta, Kellie Bochove, Cynthia

Curiel, Joe

Elsasser-Chavez, Gregory

Fisher, Stephanie

Gonzalez, Glenn

Gutierrez, Ruben

Harris, Andrea

Hernandez Pineda, Juan

Holder, Jessie

Kim, James

Kozhaya, Karen

Kropf, Kimberly

Lamoureux, Marini

Latham, Daniel

Lavelle, Erin

Lopez, Karla

Luevanos, Yessenia

Martin, Kerry

Mercado, David

Mendez, Daniel

Moon, Simon

Muller, Justin

Muller, Michael

Nguyen, Lamvinh

Orejel, Edgar

Rodriguez, Eduardo

Roldan, Nadia

Salazar, Amy

Salazar, Luis

Sandoval, Elizabeth

Schmid, Tina

B. Employments (Temporary) (cont.)

	15		Service
Employee	Assignment	Salary Rate	Begins

ONLINE INDEPENDENT STUDY APEX - Warren, \$38.82 Per Hour, 2021-22 School Year (cont.)

Simons, Bradley Singh, Daniel Shukairy, Bushra Sonico, Kendall Soto Castillo, Karlo Stevenson, Jody Tendler, Joey Than, Kim Webb, John Welch, Kevin

OVER NEGOTIATED LIMIT - \$165.00 Per Student, Per Month, 2021-22 School Year

Alameda

Brooks, Kim Gutierrez, Brittany Irdi, Natalie Lanners-Phelps, Amy Olmedo, Margaret

Gauldin

Bauer, Liliana
Bomgaars, Jenalee
Carter, Nicole
Cozart, Lindsey
Curcio, Heather
Flores-Stendahl, Carmina
Gutierrez, Jillian
Lee, Denise
Mitchener, Lisa
Morris, Pamela
Torres, Lauren

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

OVER NEGOTIATED LIMIT - \$165.00 Per Student, Per Month, 2021-22 School Year (cont.)

Imperial

Employee

Paul, Anne Mary Russell, Anne Toyoshiba, Suzy Vidaurrazaga, David

Lewis

Alberico, Lori

Barnes, Lindsay

Beaver, Karin

Charlton, Stacie

Coronel, Evelyn

Danner, Denise

Dubei, Lydia

Fisher, Susan

Graves, Todd

Jaquess, Jennifer

Kang, Diana

La Commare-Epp, Heidi

Lee, Wendy

Martinez, Glenda

Martinez, Tracy

Mayer, Lucia

Mc Collough, Cheryl

Minahan, Melissa

Minton, Tara

Mullen, Eileen

Overturf, Kristy

Quigley, Tyler

Russell, Leeann

Silva, Amy

Sosa, Yvonne

Teague-Piazza, Jennifer

Veith, Lacey

Yee, Judy

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

OVER NEGOTIATED LIMIT - \$165.00 Per Student, Per Month, 2021-22 School Year (cont.)

Old River Avina, Maria Kiess, Karen King, Lisa Neill, Kirsten Weiland, Tayler

<u>Pace</u>

Ambroff, Amanda Boynton, Matthew Garrido, Stephanie Grielach, Robin Guardado, Lorena Jaquess, Jennifer Jones, Keshila Kingston-Leon, Nicole Roche, Kristina Sanchez, Shelley Wilson, Angelika

Price

Buccola-Weber, Jacqueline De Goeas, Elizabeth De Moss, Cynthia Dillon, Karen Farina, Stephanie Finn, Melissa Flores, Jennifer Gillespie, Heidi Gongora, Virginia Granados, Cathy Grijalva, Heather Harbaugh, Kelly Hooker, Nancy Hunter, Kendra Izumo, Polly Jones, Eugene

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

OVER NEGOTIATED LIMIT - \$165.00 Per Student, Per Month, 2021-22 School Year (cont.)

Price (cont.)
Konegni, Robin
Maxwell, Lance
Meza, Melissa
Ramos, Cecilia
Ramsey, Tamara
Rhoades, Erica
Seehusen, Sara
Toay, Steven
Valdes, Marie
Wadman, Anne

Employee

Rio Hondo Barclay, Alyssa Benavidez, Hannah Castellanos, Shirley Doty, Blair Ewart, Emily Fenrich, Colleen Freijanes, Wendy Garces, Jeannette Garcia, Valeria Griswold, Naomi Krnic, Enisa Lee, Carolina Mc Carty, Christina Park, Kaitlyn Petit, Theresa Weidner, Debra

Rio San Gabriel
Aguirre, Sandra
Alarcon Davila, Ruth
Buchanan, Patricia
Cox-Nichols, Trisha
Dekker, Jenise
Friedrich, Raymond

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

OVER NEGOTIATED LIMIT - \$165.00 Per Student, Per Month, 2021-22 School Year (cont.)

Rio San Gabriel (cont.) Gibson, Lorie Gutierrez, Angela Higginbotham, Gina Hoetker, Deborah Hughes, Tiffany Huh, Julia Litherland, Sheryl Morales, Kara Morales-Bell, Monica Mrkonic, Kimberly Mucho, Wendy Persico, Kelly Roberson-Wong, Amy Rodriguez-Nelson, Yolanda Sullivan, Alicia Ticknor, Crystal Walker, Mary

Unsworth
Esqueda, Laura
Jones, Ana
Kjar, Karen
Lo Bianco, Leslie
Long, Claudia
Shull, Carla

Ward
Bassett, Kristian
Figueroa, Tracey
Hood, Andrea
Taggart, Patricia

Williams
Canlas, Sheila
Cid, Lindsay
Colangelo, Kimberly

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins
	Assignment	Assignment Salary Rate

OVER NEGOTIATED LIMIT - \$165.00 Per Student, Per Month, 2021-22 School Year (cont.)

Williams (cont.)
Covarrubias, Anthony
Dykes, Cynthia
Estrada, Lilly
Hamilton, Stacie
Lee, Junghee Erica
Medina, Karilyn
Newman, Amy
Russell Hernandez, Nicole
Valladares, Jazmin
Wilson, Kathryn Kelly

PARENT ENGAGEMENT - Unsworth, \$38.82 Per Hour, 2021-22 School Year

Martinez, Rosio Vazquez, Gabriela Guerrero, Katherine

PBIS - \$38.82 Per Hour, 2021-22 School Year

Carpenter
Carrillo, Monica
Contreras, Teresa
Molina Hernandez, Paula
Reeves, Isela

Price Carey, Wendy Greilach, Robin Jones, Eugene Izumo, Polly

Williams
Breit, Susan
Davis, Melissa
Durkee, Alison
Neimann, Natalie

B. Employments (Temporary) (cont.)

Service

Employee

Assignment

Salary Rate

Begins

PLC/GRADE LEVEL LEAD TEACHERS - \$1,705.00 Per Year, 2021-22 School Year

Alameda Brooks, Kim Cid, Deena

Conkle, Melanie

Dodson, Paula

Griffin, Andrea

Gunsaulus, Hilary

Laguna, Anthony

Mendoza, Caroline

Platt, Tina

<u>Gallatin</u>

Ackley, Kimberlee

Amy, Ann

Cunard, Jerilyn

Johnson, Tami

King, Tamika

Lopez, Carrie

Reppert, Jocelyn

Yoon, Christine

Gauldin

Bauer, Liliana

Bomgaars, Jenalee

Cabrales, Elizabeth

Martinez, Patricia

Mitchener, Lisa

Torres, Lauren

Lewis

Barnes, Lindsay

Coronel, Evelyn

Fisher, Susan

Mc Collough, Cheryl

Minton, Tara

Overturf, Kristy

B. Employments (Temporary) (cont.)

Service

Employee

Assignment

Salary Rate

Begins

PLC/GRADE LEVEL LEAD TEACHERS - \$1,705.00 Per Year, 2021-22 School Year (cont.)

Imperial

Anderson, Diane Moran, Crystal Paul, Anne Marie Rojas, Laura Selvanayagam, Kimberly

Old River

Avina, Maria
De Matta, Sussan
Glick, Lisa
Maline, Sarina
Roche, Kristina
Zarate, Linda

Pace

Alvarez, Jennifer Anagnostou, Nikolina Garrido, Stephanie Riancho Del Bueno, Magali Strang, Sariah Wilson, Angelika

Price

Finn, Melissa Hooker, Nancy Hunter, Kendra Konegni, Robin Maxwell, Lance Ramsey, Tamara

Rio San Gabriel

Aguirre, Sandra Cox-Nichols, Trisha Dekker, Jenise Higginbotham, Gina Huh, Julia

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

PLC/GRADE LEVEL LEAD TEACHERS - \$1,705.00 Per Year, 2021-22 School Year (cont.)

Rio San Gabriel (cont.) Sullivan, Alicia Woodard, Shannon

Doty

Employee

Arosteguy, Victoria

Becker, Robert J.

Belman, Billy

Carter, Kathleen

Cohen, Kristofer

Dodge, Kevin

Driscoll, Loren

Fiktarz, Joseph

Hedden, David

Hille, Lorine

Im, Chandaramo

Konoske, Joseph

Mills, Hayden

Navarro, Javier

Griffiths

Bohlinger, Tyson

Charlton, Nathan

Davis, Deanne

McDermott, Karen

McDermott, Timothy

Minnix, Melissa

Neill, Tyler

Orique, Matthew

Roberts, Mark

Schreiner, Scott

Soto, Natalie

Stayer-Clarke, Sarah

Wolfe, Jeanetta

B. Employments (Temporary) (cont.)

Service

Employée

Assignment

Salary Rate

Begins

PLC/GRADE LEVEL LEAD TEACHERS - \$1,705.00 Per Year, 2021-22 School Year (cont.)

Stauffer

Avalos, Katie Bach, Daniel Brauser, Rebecca Cortez, Louis Dayhoff, Laurie Eduad, Deborah Holmes, William Korduner, Karen Liakopoulos, Dimitra Rowland, Jamie Saikali, Rola Staggenborg, Kimberly

Sussman

Tindoc, Oliver

Chan, Isela Espeseth, Cindy Ferera, Gretchen Gallagher, Sophie Hamano, Jacqueline Neal, Lorraine Santos, Alejandro Schmaltz, Jeffrey Spittell, Christine Tao, Jayme Velasco, Margarita Weldon, Dawn

Columbus

Hecker, Robert Swander, William

Downey

Baca, Teresa Barbeau, Richere Broun, Kevin

B. Employments (Temporary) (cont.)

	Anno Mario Company Company		Service
Employee	Assignment	Salary Rate	Begins

PLC/GRADE LEVEL LEAD TEACHERS - \$1,705.00 Per Year, 2021-22 School Year (cont.)

Downey (cont.)

Carbajal-Guzman, Maribel

Cleek, Cara

Coe, Paul

Cubas, Maria

Doung, Ronald

Gilfillan, Deanna

Guerrero, Raul

Hollington III, Thomas

Hutson, Michele

Hwang, John

Lejano, Charissa

Matas, Sybil

McClain, Danielle

Nastase, Lauren

Nevarez, Robert

Ordway-Roach, Brandy

Overgaauw, Amy

Park, Byung

Puente, Yvette

Rabak, Marian

Ramirez, Andrea

Rauls, Ashley

Roveri, Mercy

Vazquez, Joshua

Wilmoth, Kimberly

Warren

Aguilar III, Felipe

Bochove, Cynthia

Catalano, Cory

Davenport, Henry

Fitzpatrick, Shawn

Gonzalez, Glenn

Haldar, Padma

Kirby, Alison

Lord, Kaye

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

PLC/GRADE LEVEL LEAD TEACHERS - \$1,705.00 Per Year, 2021-22 School Year (cont.)

Warren (cont.)
Mendez, Daniel
Orejel, Edgar
Pardo, Jackilin
Petersen, Robert
Russell, William
Sandoval, Elizabeth
Sangalang-Ortiz, May
Soto-Castillo, Karlo
Stevenson, Jody
Yoo, Tai

Employee

DHH

Perez, Rachel

PLC/GRADE LEVEL LEAD TEACHERS ADDITIONAL HOURS - Griffiths, \$38.82 Per Hour, 2021-22 School Year

Acosta Munoz, Luz Benson, Stephanie Berchtold, Eric Bland-Reisch, Shelly Cassayre, Emily Cockrill, Jon Gayer, Billie Gonzalez, Kristy Heredia, Sarah Houts, Jacob Hultquist, Jodeen Karout, Sarah Mann, Steven Minnix, Melissa Neill, Tyler Oregel, Luis Orique, Matthew Russell, Kellie Stayer-Clarke, Sarah

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

PLC/GRADE LEVEL LEAD TEACHERS ADDITIONAL HOURS – Griffiths, \$38.82 Per Hour, 2021-22 School Year (cont.)

Tiffany, Payama Vargas-Aguilar, Jessenia

PREPPING AND PLANNING - Sussman, \$38.82 Per Hour, 2021-22 School Year

Alvarez, Diana Bergstedt, Kyle Villasana, Jocelyn

PROFESSIONAL DEVELOPMENT - DHH, \$38.82 Per Hour, 2021-22 School Year

Franklin-Topacio, Ann Spencer, Nancy

PROGRAM SPECIALIST SUBSTITUTE - District, \$230.00 Per Day, 2021-22 School Year

Cox, Charlee

PROGRAM SPECIALIST SUBSTITUTE ADDITIONAL HOURS – District, \$38.82 Per Hour, 2021-22 School Year

Cox, Charlee

<u>PVWH FOOTBALL COACH TRAINING DAY</u> – District, \$38.82 Per Hour, 2021-22 School Year

Aguilar III, Felipe Beaver II, George Cabrera, Kevin ford, Stacey Hollington III, Thomas Leonard, Adam Martinez, David Pearson, Kevin Lara Jr., Edward Nunley, Thomas

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

<u>PVWH FOOTBALL COACH TRAINING DAY</u> – District, \$38.82 Per Hour, 2021-22 School Year (cont.)

Williams, Jack

REGISTRATION SUPPORT - Warren, \$37.30 Per Hour, 7/01/21-8/07/21

Medina, Ryan Mojarro, Jenny

RESIDENT SUBSTITUTE TRAINING - District, \$38.82 Per Hour, 2021-22 School Year

Castillo, Rachel
Chavez, Charles
Cox, Charlee
Ford, Stacey
Garcia, Cassandra
Gutierrez, Ruben
Hernandez-Pineda, Juan
Mercado, David
Rodriguez, Jonathan
Rosales, Mario
Salazar, Luis
Singh, Daniel

ROBOTICS COACHES - \$38.82 Per Hour, 2021-22 School Year

Alameda

Marine, Shannon

Carpenter

Barrera, Shirley

Gallatin

Roche, John

Shaffer, Jessica

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

ROBOTICS COACHES - \$38.82 Per Hour, 2021-22 School Year (cont.)

<u>Gauldin</u>

Curcio, Heather Gomez, Julio Mitchener, Lisa

Imperial

Lozano, Brandon Olea, Janice Vidaurrazaga, David

Lewis

Kang, Diana Silva, Amy Veith, Lacey Soriano, Marissa

Old River

De Matta, Sussan Neill, Kirsten

Rio Hondo

Paredes, Alondra Ulaner, Max

Rio San Gabriel

Buchanan, Patricia Morales, Kara Ticknor, Crystal

Ward

Thomas, Lisa Ruiz, Elisa

Williams

Hayes, Samantha Kingston-Leon, Nicole Reyes, Rosalie

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

ROBOTICS COACHES - \$38.82 Per Hour, 2021-22 School Year (cont.)

Williams (cont.) Santana, Patricia

ROBOTICS COACH EXTRA DUTY - \$38.82 Per Hour, 2021-22 School Year

Alameda

Buss, Shannon Gaytan, Alex Marine, Shannon Tanaka, David

Unsworth

Jones, Ana Loera, Claudia

ROBOTICS TRAINING - District, \$38.82 Per Hour, 2021-22 School Year

Neill, Tyler

RSP CASELOAD OVERAGE - District, \$165.00 Per Student, Per Month, 2021-22 School Year

Adams, Melanie
Arosteguy, Victoria
Davis, Dexter
Davis, Wesley
Duncan, Timothy
Edmonds, Carly
Etson, Shannon
McFadyen, Ian
Mires, Marvin
Portillo, Evelyn
Romero, Jennifer
Santillana, Lori
Siryj, Margaret
Wood, Denise

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

SAFE AND DRUG FREE (CCTS) - District, \$38.82 Per Hour, 2021-22 School Year

Barber, D'Shalen

Benedic, Angelica

Brito, Kirsty

Employee

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

Marquess, Samantha

Mata, Iris

Mendenhall, Danielle

Mojarro, Jenny

Moran, Crystal

Ortiz Joseph

Overturf, Kristy

Platt, Tina

Ruiz, Elisa

Saucedo, Jessica

Trejo, Katherine

Vera, Jecenia

Weiland, Taylor

Woodard, Shannon

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

SATURDAY SCHOOL - \$38.82 Per Hour, 2021-22 School Year

Griffiths

Employee

Austin, Samuel Legaspi, Ronald Neill, Tyler Santana, Valerie Wharton, William

Downey Brewer, Uvonne Duckworth, Larry Flores, Natalie Godfrey, Rachel Karzen, Micah Krimbow, Danielle Macomber, Andra Manzanares, Marvin Moreno, Alyssa Saad, Amany Santa Cruz, Juliet Williams, Steven

Warren

Curiel, Joe Garfias, Alexis Gipson III, Burness Martinez, Michael Muller, Michael Trejo, Raymundo Webb, John Zegarra, Johnny

SCIENCE PLANNING - Doty, \$38.82 Per Hour, 2021-22 School Year

Awad, Myra Im, Chandaramo

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

SDC OVER NEGOTIATED LIMIT - Warren, \$165.00 Per Student, Per Month, 2021-22 School Year

Mistrik, Lisa Yost, Holly

Employee

SECONDARY EL WORKSHOPS - District, \$38.82 Per Hour, 2021-22 School Year

Anaya, Leticia Casillas, Rosa Kim, Carrie Worthy, Jessica

SEIS AND IEP COMPLIANCE TRAINING - District, \$38.82 Per Hour, 2021-22 School Year

Adams, Melanie Amezcua, Zareli Barajas Jr., Efren Bassett, Kristian Bautista, Adelaida Bland-Reisch, Shelly Carlos, Jennie Chavez, Vicky Cheatham, Jasmin Cota, Graciela Davis, Wesley Doty, Blair Dou, Sophia Elizondo, Douglas Garcia, Cinthya Gonzalez, Gabriel Gonzalez, Sureya Hood, Andrea Houts, Sharon Irdi, Natalie

Jauregui, Noemi Keele, Shelly Kinney, Courtney Krimbow, Danielle

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
SEIS AND IEP COMP	PLIANCE TRAINING - District,	\$38.82 Per Hour, 2021-2	22 School Yea

La Fortune-Webster, Darla Lambert, Christianne Lamoureux, Marini Lozano, Charles Luevanos, Yessenia Lundsberg, Anders Marougas, Annette Martinez Lopez, Emely

Martinez, Kayla

Mata, Iris

Mistrik, Lisa

Pacheco, Raelynn

Parmenter, Krystle

Parra, Marcela

Perez-Castor, Martha

Pulido, Roberto

Rojas, Daniel

Rojas, Laura

Romero, Jennifer

Ruesga, Alexandra

Saad, Amany

Serrato, Susana

Siryj, Margaret

Suarez, Monica

Taitano, Susan

Thomas, Lisa

Tikunoff-Jones, Natasha

Torres, Vanessa

Tunberg, Alicia

Ulloa, Maricella

Vaquerano, Maria

Washington, Kimberly

Wong, Sandra

Wood, Denise

Yost, Holly

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

SHORT TERM I.S. - District, \$38.82 Per Hour, 2021-22 School Year

Santana, Patricia

<u>SPECIAL ED. MILD MODERATE OVER NEGOTIATED CAP</u> – Lewis, \$165.00 Per Student, Per Month, 2021-22 School Year

Chagolla, Amanda Winters, Callie

<u>SPECIAL ED. MOD/SEVERE OVER NEGOTIATED CAP</u> – Lewis, \$165.00 Per Student Per Month, 2021-22 School Year

Hernandez, German Marquez, Irene

<u>SPORTS OFFICIAL/SUPERVISION</u> – Downey, Not to Exceed \$1,500.00 Per Month, 8/15/2021-12/31/2021

Davis, Wesley Gutierrez, Christopher Karzen, Micah Shelton, Larry Toledo, Alan

SST COORDINATOR - Carpenter, \$38.82 Per Hour, 2021-22 School Year

Reeves, Isela

STUDENT COUNCIL ADVISOR - \$1,421.00 Per Year, 2021-22 School Year

Alameda Mendoza, Caroline

<u>Lewis</u> Coronel, Evelyn – 50% Martinez, Tracy – 50%

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins

STUDENT COUNCIL ADVISOR - \$1,421.00 Per Year, 2021-22 School Year

Imperial

Employee

Moran, Crystal

Old River

Marquess, Samantha – 50% Weiland, Tayler – 50%

Rio San Gabriel

Morales, Kara – 50% Mrkonic, Kim – 50%

Williams

Breit, Susan

STUDY SKILLS MODULE BUILDING - District, \$38.82 Per Hour, 2021-22 School Year

Karout, Sarah Worthy, Jessica

SUBSTITUTE TEACHER - District, \$200.00 Per Day, 2021-22 School Year

Aviles, Elizabeth
Argumedo, Joseph
Beverley, Sharlene
Castro, Raeleen
Chao, Bin
Chavez, Valeria
Gonzalez, Valeria
Isai, Linda
Lozano, Monica
Melendez, Erik
Ramirez, Evelyn
Ramirez, William
Ramos, Ariana
Reyes, Cindy

Sims, Timothy Tarver, Nicole

B. Employments (Temporary) (cont.)

Assignment Salary Rate Begins

SUBSTITUTE TEACHER - District, \$200.00 Per Day, 2021-22 School Year (cont.)

Villarreal, Christine

Employee

SUPERVISION - \$34.24 Per Hour, 2021-22 School Year

Alameda Gallardo, Alma Zubiate, Mariaelena

<u>Carpenter</u> Fuenmayor, Priscilla

<u>Lewis</u> Buenrostro, Marisol Lee, Anessa

Doty Benner, Garrett Chacon, Elizabeth McClinton, Marjorie Munoz, Maria Reyes, Carlos

Griffiths
Austin, Samuel
Hill, Barbara
Lopez-Martinez, Jacqueline
Santana, Valerie
Vazquez, Zulema

Stauffer
Chavez Zavala, Erik
Chavez, Stephanie
Gomez Segura, Juan Pablo
Le, Jin Quan
Palomares, Arianna
Worthy, Lois

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

SUPERVISION - \$34.24 Per Hour, 2021-22 School Year (cont.)

Sussman

Alvarez, Diana Bergstedt, Kyle Klute, Nadia Szechy, Daniel Villasana, Jocelyn

Warren

Cabrales, Adan
Gutierrez, Ruben
Hernandez Pineda, Juan
Mercado, David
Rodriguez, Eduardo
Rodriguez, Jonathan
Salazar, Luis
Singh, Daniel
Sonico, Kendall

<u>SUPPORTING PERSONALIZED LEARNING</u> – Downey, \$38.82 Per Hour, 2021-22 School Year

Baca, Teresa Barbeau, Richere Bradfield, Eric Brumfield, Vanessa Calata, Sharon Coe, Paul Correa, Maria Crespo, Kelly Davis, Wesley De La Torre, Jose Flores, Natalie Galaviz, Eduardo Hwang, John Kasner, Debra Katusha, James Kim, Daniel

B. Employments (Temporary) (cont.)

		Service
Assignment	Salary Rate	Begins
	Assignment	Assignment Salary Rate

<u>SUPPORTING PERSONALIZED LEARNING</u> – Downey, \$38.82 Per Hour, 2021-22 School Year (cont.)

King, Jennifer Lara, Jennifer Leanos, Catalina Lee, Branwyn Lostetter, Matthew Massey, Anthony Miller, Seth Montgomery, Magdalen Moreno, Alyssa Moy, Hayden Nevarez, Jessica Nevarez, Robert Orca, Rica Overgaauw, Amy Phornvoranunt, Anna Rabak, Marian Roybal, Bonnie Salvato, Melisa Santa Cruz, Juliet Shiroma, Oriane Yamasaki, Glenn Young, Marlin

TECHNOLOGY LEADERSHIP TEAM - Lewis, \$38.82 Per Hour, 2021-22 School Year

Blazak, Molly Graves, Todd Mayer, Lucia Minahan, Melissa Overturf, Kristy Silva, Amy

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
TECHNOLOGY TEACHER LEA	<u> DER</u> – \$2,661.00 Per Yea	, 2021-22 School Yea	r
<u>Carpenter</u> Amaya, Yvonne Jovel, Abigail		50% 50%	
Gauldin Cozart, Lindsey Curcio, Heather		50% 50%	
Imperial Russell, Anne Selvanayagam, Kimberly		50% 50%	
Old River Neill, Kirsten			
<u>Price</u> Harbaugh, Kelly Konegni, Robin		50% 50%	
Rio San Gabriel Morales, Kara			
<u>Unsworth</u> Kjar, Karen Priebe, Vanessa		50% 50%	
<u>Williams</u> Covarrubias, Anthony Estrada, Lilly		50% 50%	
Griffiths Chatmon, Charmetra Legaspi, Ronald Mc Dermott, Timothy Neil, Tyler Quimby, Jason Schreiner, Scott			

B. Employments (Temporary) (cont.)

Assignment Salary Rate Segins

TECHNOLOGY TEACHER LEADER - \$2,661.00 Per Year, 2021-22 School Year (cont.)

Stauffer
Baltazar, Richard
Cortez, Louis
Donahue, Matthew
Eduad, Deborah
Tansopalucks, Trirath

<u>Columbus</u>

Employee

Peterson, Darren

Downey
Baca, Teresa
Beaver II, George
Broun, Kevin
Davis, Wesley
Hwang, John
Lee, Branwyn
Lostetter, Matthew
Ordway-Roach, Brandy

TECHNOLOGY TEACHER LEADER - Columbus, \$38.82 Per Hour, 2021-22 School Year

Chitwood, Ryan

TIP CONSULTING TEACHER - District, \$5,984.00 Per Year, 2021-22 School Year

Bowen, Christopher Casalegno, Vonnie

<u>TIP CONSULTING TEACHER COORDINATOR</u> – District, \$1,705.00 Per Year, 2021-22 School Year

Bowen, Christopher

B. Employments (Temporary) (cont.)

Employee			Service
	Assignment	Salary Rate	Begins

TIP PANEL MEMBER - District, \$4,896.00 Per Year, 2021-22 School Year

Bowen, Christopher Carter, Dina Casalegno, Vonnie Mogan, James Tendler, Joey Wright, Julia

TITLE I MEETINGS - District, \$38.82 Per Hour, 2021-22 School Year

Balster, Lisa Brossmer, Esther Carter, Dina Galan-Zeisel, Rosa Griffin, Andrea Guerrero, Annabel Hayes, Samantha Joachim, Susan Kacou, Natalie Lopez, Carrie Martinez, Rosio Murakawa, Mindy Kay Ortega, Julia Quimby, Jason Reeves, Isela Worthy, Jessica Zarate, Linda

TK/K INTERVENTIONIST - District, \$200.00 Per Day, 2021-22 School Year

Cuarenta, Yesenia Luna, Claudia Rippel, Charlotte

TOSA SUBSTITUTE - District, \$599.31 Per Day, 2021-22 School Year

Evensen, Sarah Charlotte

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

TRANSLATOR - \$38.82 Per Hour, 2021-22 School Year

Alameda

Parra, Marcela

Carpenter

Jauregui, Noemi

Doty

Munoz, Maria Portillo, Evelyn Reyes, Carlos

TUTORING - \$50.00 Per Hour, 2021-22 School Year

Alameda

Olmedo, Margaret Royball, Ross

Rio Hondo

Kacou, Natalie Mendoza, Jazmin

Romero Rodriguez, Lizette

Rio San Gabriel

Gibson, Lorie

Rodriguez-Nelson, Yolanda

Walker, Mary

WARREN FOOTBALL ACADEMY LIFE CAMP - Warren, \$37.30 Per Hour, 7/01/21-8/07/21

Cha, David

WASC COORDINATOR - Columbus, \$38.82 Per Hour, 2021-22 School Year

Lozano, Charles

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins		
WASC COORDINATOR WOOL	DRUFF – Columbus, \$38.8	2 Per Hour, 2021-22 S	School Year		
Vega, Elizabeth					
WASC PREP - Downey, \$38.8	2 Per Hour, 2021-22 School	ol Year			
Broun, Kevin Lara, Jennifer Young, Marlin					
WEB ORIENTATION – Griffiths	s, \$37.30 Per Hour, 6/02/21	-8/07/21			
Bliss, Jennifer			8/05/21-		
Padilla, Kelly			8/06/21 8/05/21-		
Persico-Donahue, Gianna		r	8/06/21 8/05/21- 8/06/21		
WORKSHOP ATTENDANCE -	District, \$38.82 Per Hour,	2021-22 School Year			
Worthy, Jessica					
ZERO/SEVENTH PERIOD - S	tauffer, \$38.82 Per Hour, 20	021-22 School Year			
Chavez-Zavala, Erik Le, Jin Quan Worthy, Lois					

C. Leave of Absence

Employee	From	То	Effective
Carbajal-Guzman, Maribel	AB375 – Child Bonding	FMLA W/O Pay	11/01/21- 12/17/21
Carbajal-Guzman, Maribel	FMLA W/O Pay	FMLA W/O Pay	1/03/22- 2/11/22

C. Leave of Absence (cont.)

Employee	From	То	Effective		
Hurst, Ann	Teacher Sussman \$109,698	AB375 – Child Bonding	11/17/21- 12/17/21		
Lee, Lindsay	Speech/Language Pathologist Special Ed. \$93,902	AB375 – Child Bonding	11/30/21- 3/04/22		
Maline, Sarina	AB375 – Child Bonding	FMLA W/O Pay	1/10/22- 4/01/22		
Menendez, Cindy	AB375 – Child Bonding	FMLA W/O Pay	11/01/21- 2/11/22		
Stanley, Barak	Principal Gallatin \$87,961	AB375 – Child Bonding	11/15/21- 12/3/21		
Valladares, Jazmin	Teacher Williams \$91,288	LOA W/O Pay – Personal Bus.	12/06/21- 6/03/22		
Velazquez, Victor	Teacher Adult School \$52.66 Per Hour	AB375 – Child Bonding	9/27/21- 10/11/21		
Venegas, David	AB375 – Child Bonding	FMLA W/O Pay	11/01/21- 12/17/21		
	D. Reassignments				
Employee	From	То	Effective		
Jensen, Danicka	AB375 – Child Bonding	Teacher – SBC Autism Rio San Gabriel \$85,202	11/01/21		

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D. Reassignments (cont.)

Employee	From	То	Effective
Stanley, Barak	AB375 – Child Bonding	Vice Principal Gallatin \$87,961	12/06/21
Vasquez-Funk, Mercelena	LOA-PB W/O Pay	Teacher Warren \$109,253	10/18/21
Velazquez, Victor	AB375 – Child Bonding	Teacher Adult School \$52.66 Per Hour	10/12/21
	E. Terminations		
Employee	Assignment	Effective	Reason
Alcan, Christine	Speech/Language Pathologist Special Ed. \$109,698	6/08/22	Service Retirement
Davis, Dexter	Teacher – SDC Special Ed. \$109,698	12/17/21	Voluntary Resignation
Ludwick, Helen	Teacher Gallatin \$109,253	1/03/22	AR 4145 Early Retirement
McCarthy, Robert	Teacher Downey \$109,698	12/18/21	Service Retirement
Mulligan, Marie-Louise	Teacher Imperial \$99,454	6/04/22	AR 4145 Early Retirement

E. Terminations (cont.)

Employee	From	То	Effective
Pocklington, Kathleen	Teacher Ward \$120,115	1/01/22	AR 4145 Early Retirement

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Andrade, Bethany	Sr. Instr. AsstSign Lang.	\$3,613.00 mo.	11/17/21
(Rpl. M. Hernandez)	DHH Program	(81.25%)	
Coker, Miranda	Student Supv. Asst.	\$14.000 hr.	11/29/21
(New Position)	Alameda	3.5 Hours	
Diab, Amira	Student Supv. Asst.	\$14.000 hr.	11/29/21
(New Position)	Alameda	3.5 Hours	
Echiveste, Claudia	Inter. Clerical AsstBil.	\$3,703.00 mo.	11/01/21
(New Position)	Griffiths	(100%)	
Escalante, Eileen	Food Service Asst.	\$14.833 hr.	10/11/21
(Rpl. E. Chacon)	Warren High	3.5 Hours	
Fernandez, Filiberto (Rpl. S. Throneberry)	Custodian Operations	\$3,560.00 mo. (100%)	11/15/21
Figueroa, Alyssa	Student Supv. Asst.	\$14.000 hr.	11/17/21
(New Position)	Rio San Gabriel	3.5 Hours	
Hernandez, Gloria	Campus Security Asst.	\$3,352.00 mo.	11/08/21
(Re-employment)	Downey High	(100%)	
Lopez-Alvarado, Jeshua	Custodian	\$3,560.00 mo.	11/15/21
(Rpl. J. Williams)	Operations	(100%)	
Lopez, Miranda	Food Service Asst.	\$14.833 hr.	10/11/21
(Rpl. M. Madrid)	Rio Hondo	3 Hours	
Melgoza, Aracely	Food Service Asst.	\$14.833 hr.	10/18/21
(Rpl. R. Lucas)	Stauffer	3 Hours	
Nezzer, David	Custodian	\$3,560.00 mo.	11/17/21
(Rpl. W. Day)	Operations	(100%)	
Proano, Carlos	Campus Security Asst.	\$3,352.00 mo.	11/01/21
(New Position)	Downey High	(100%)	

A. Employments (Regular) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Santana, Joseph	Comp./Network Supp. Tech.	\$5,459.00 mo.	10/28/21
(New Position)	Technology	(100%)	
Williams, Lateanara	Sr. Instructional Asst.	\$3,791.00 mo.	11/02/21
(Rpl. G. Briceno)	Rio Hondo	(75%)	

B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Aguilar, Guadalupe (Working out of class as needed)	School Office Mgr. Rio Hondo	\$4,726.00 mo.	10/21/21- 06/30/22
Cardenas, Mariana (Substitute)	Attend./Records ClrkBil. Varies	\$19.823 hr.	10/11/21
Coreno, Karla (Substitute)	Senior Personnel Tech. Varies	\$24.121 hr.	11/15/21
Delgado, Priscilla (Substitute)	Attend./Records Clerk Varies	\$19.338 hr.	11/03/21
Gastelum, Aime (Substitute)	Senior Personnel Tech. Varies	\$24.121 hr.	10/25/21
Gonzalez, Julia (Substitute)	Inter. Clerical AsstBil. Varies	\$19.362 hr.	11/17/21
Grant, Aaron (Substitute)	Sr. Instructional Asst. Varies	\$17.994 hr.	11/15/21
Vinson Lopez, Sarah (Substitute)	Sr. Instr. AsstSign Lang. Varies	\$18.883 hr.	11/01/21

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
CAMPUS SECURITY A	<u>SST.</u> – Substitute, \$	19.338 Per Hour, 10/29	
Ibarra, Roberto Torres, Aurora			
INTERMEDIATE CLERI	CAL ASSISTANT -	Substitute, \$18.883 Pe	er Hour
Aguilar, Alexandra Baltodano, Dina Celis, Kelvin Crossan, Michele Estrada, Richard Garcia, Breanna Gutierrez, Maribel Morales, Amareny Morales-Perez, Ariana Rodriguez, Sandra			11/12/21 11/08/21 10/19/21 11/03/21 10/26/21 10/21/21 10/19/21 10/25/21 10/19/21 11/05/21
SR. INSTRUCTIONAL A	SSTBEHAVIOR -	Substitute, \$18.883 Pe	er Hour
Grant, Aaron Jolley, Evelyn Leandro, Mayra Lopez, Karina Mandrell, Alexus Rodriguez Puc, Nelly Valenzuela, Norma		\$22.990 hr.	11/03/21 10/18/21 11/08/21 11/08/21 10/20/21 11/02/21 10/05/21
STUDENT HELPER - D	HH Program, \$14.0	00 Per Hour, 09/22/21-	06/30/22
Gonzalez, Clarissa Lopez, Anthony Lopez, Juan Medina, Daniela Mora, Isaiah Rodriguez, Enrique Rodriguez, Oscar Romero, Ashley Sanchez-Mihualtecatl, C	arlos	.w.	10/07/21-06/30/22

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
STUDENT HELPER - D	HH Program, \$14.000) Per Hour, 09/22/21	-06/30/22 (cont.)
Siordia, Dolores Stevenson, Alisa Torres, Noel			
STUDENT SUPERVISION	<u> DN ASST.</u> – Extra Dut	y, \$14.000 Per Hour,	11/15/21-02/28/22
Alfaro, Lissette Alshekh, Yousif			09/28/21-06/30/22
Amezaga, Martha Andreasen, Jack			11/25/21-11/30/21
Baldwin, Barry Calderon, Natali Foley, Cynthia			11/25/21-11/30/21
Gasca, Yazmin Hernandes, Rosemery Luevano, Regina			11/25/21-11/30/21 09/28/21-06/30/22
Mendez, Isabel Mendez, Rene Padilla, Claudia			10/25/21-11/30/21
Paez, Andrea Rodriguez Sotomayor, G Ruano, Maria	uillermo		10/25/21-11/30/21
STUDENT SUPERVISIO	N ASST. – Substitute	e, \$14.000 Per Hour	
Alban Rodriguez, Lilian Gomez, Andrew Heredia, Samantha Jackson, Tiffany Le, Sinead Munoz de Lozano, Maria Rosales, Alyssa	ú.		11/03/21 10/27/21 11/08/21 10/13/21 10/18/21 10/28/21 11/16/21

C. Change of Assignment

Employee	From:	То:	Effective
Cervantes, Irma (Working out of class for regular employee)	Food Service Asst. II Stauffer \$19.338 hr. 5 Hours	Food Service Supv. I Rio Hondo \$20.780 hr. 7.5 Hours	10/18/21- 10/30/21
Cervantes, Irma (Working out of class for regular employee)	Food Service Asst. II Stauffer \$19.338 hr. 5 Hours	Lead Food Svc. Asst. Stauffer \$20.844 hr. 7 Hours	11/01/21- 11/06/21
Cervantes, Irma (Working out of class for regular employee)	Food Service Asst. II Stauffer \$19.338 hr. 5 Hours	Food Service Supv. II Stauffer \$23.940 hr. 7 Hours	11/08/21- 11/30/21
Cervantes, Irma (Promotion) (Rpl. C. Rios)	Food Service Asst. II Stauffer \$19.338 hr. 5 Hours	Lead Food Svc. Asst. Warren High \$20.844 hr. 7 Hours	12/01/21
Chavez, Corrine (Return to regular assignment)	Food Service Supv. I Ward \$21.620 hr. 7.5 Hours	Food Service Asst. II Lewis \$19.338 hr. 5 Hours	11/06/21
Chavez, Ruth (Working out of class)	Bus Driver Transportation \$26.591 hr. 6 Hours	Disp./State Cert. Instruct. Transportation \$34.755 hr. (100%)	08/01/21- 10/20/21
Chavez, Ruth (Reclassification)	Bus Driver Transportation \$26.591 hr. 6 Hours	Disp./State Cert. Instruct. Transportation \$6,024.00 mo. (100%)	10/21/21
Garcia Hemandez, Marcela (Working out of class for regular employee)	Food Service Asst. II Gauldin \$19.338 hr. 4 Hours	Food Service Supv. I Rio Hondo \$21.620 hr. 7.5 Hours	11/29/21- TBD

C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Godoy, Maricella (Increase in Hours)	Sr. Instr. AsstMedical Lewis \$3,613.00 mo. (75%)	Sr. Instr. AsstMedical Lewis \$3,613.00 mo. (81.25%)	08/30/21
Granados, Magdalena (Working out of class for regular employee)	Food Service Asst. Griffiths \$18.894 hr. 3 Hours	Food Service Asst. II Rio Hondo \$20.308 hr. 5 Hours	10/18/21- TBD
Laverde, Sandra (Working out of class for regular employee)	Food Service Asst. II Downey High \$19.338 hr. 5 Hours	Lead Food Svc. Asst. Downey High \$20.844 hr. 7 Hours	11/29/21- TBD
Martinez, Anna (Return to regular assignment)	Food Service Asst. II Lewis \$20.308 hr. 5 Hours	Food Service Asst. Lewis \$17.994 hr. 3 Hours	11/06/21
Perez, Aurelia (Reassignment)	Sr. Instr. AsstBehavior Downey High \$4,184.00 mo. (81.25%)	Sr. Instr. AsstBehavior Rio San Gabriel \$4,184.00 mo. (81.25%)	11/01/21
Ramirez Rosales, Jose (Return to regular assignment)	Plant Grounds Asst. Warren High \$4,571.00 mo. (100%)	Utility Worker Lewis \$4,571.00 mo. (100%)	11/14/21
Ramirez, Veronica (Working out of class for regular employee)	Food Service Asst. Gauldin \$18.894 hr. 3 Hours	Food Service Asst. II Gauldin \$20.308 hr. 4 Hours	11/29/21- TBD
Reynoso, Maria (Working out of class for regular employee)	Custodian Operations \$4,311.00 mo. (100%)	PE & Athl. Equip. Attend. Warren High \$4,342.00 mo. (100%)	11/15/21- TBD

C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Rios, Carla (Return to regular assignment)	Food Service Supv. II Stauffer \$4,364.00 mo. (100%)	Food Service Supv. I Ward \$4,149.00 mo. (93.75%)	11/06/21
Rosas, Claudia (Return to regular assignment)	Food Service Asst. II Rio Hondo \$18.410 hr. 5 Hours	Food Service Asst. Stauffer \$17.158 hr. 3 Hours	10/16/21
Rosas, Claudia (Working out of class for regular employee)	Food Service Asst. Stauffer \$17.158 hr. 3 Hours	Food Service Asst. II Stauffer \$18.410 hr. 5 Hours	10/18/21
Velazquez, Sandra (Working out of class in vacant position)	Food Service Supv. I Rio Hondo \$4,593.00 mo. (93.75%)	Food Service Supv. III Downey High \$4,942.00 mo. (100%)	11/29/21- TBD
Williams, Christopher (Promotion) (Rpl. D. Silva)	Groundskeeper Operations \$4,342.00 mo. (100%)	Plant Grounds Asst. Warren High \$4,571.00 mo. (100%)	11/15/21
Wilson, Tracy (Reassignment)	Sr. Instr. AsstBehavior Downey High \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBehavior Columbus High \$3,985.00 mo. (81.25%)	11/08/21
Zapata, Mercedes (Return to regular assignment)	PE & Athl. Equip. Attend. Warren High \$4,342.00 mo. (100%)	Custodian Operations \$4,311.00 mo. (100%)	11/14/21

D. Leaves of Absence

Employee	A = a !		
Employee	Assignment	Effective	Reason
Diaz, Annette	Student Supv. Asst. Rio Hondo	10/26/21- 12/31/21	Personal Business W/OUT PAY
Garcia, Monique	Food Service Supv. II	11/02/21-	FMLA/
	Stauffer	12/29/21	CFRA
HQ6220118	Campus Security Asst.	11/18/21-	Paid Admin.
	Downey High	TBD	Leave
Lewis, Tarah	Campus Security Asst.	10/14/21-	AB2393-Child
	Doty	01/28/22	Bonding Leave
Martinez Mata, CynthiaEdith	Sr. Instr. AsstMedical	11/15/21-	AB2393-Child
	Imperial	01/14/22	Bonding Leave
Molina, Erin	Food Service Asst. Price	10/26/21- 11/29/21	Personal Business W/OUT PAY
Rendon, Tracy	Senior Secretary	10/27/21-	FMLA/
	CIA-Secondary	11/13/21	CFRA
Rodriguez, Amy	Attend./Records Clerk Griffiths	11/03/21- 04/03/22	Personal Business W/OUT PAY
Tapia, Cesar	Custodian	10/28/21-	FMLA/
	Operations	05/16/22	CFRA
Velazquez, Delmy	Sr. Instr. AsstBehavior Stauffer	11/09/21- 01/17/22	Personal Business W/OUT PAY
Williams, Malachi	Custodian	11/08/21-	FMLA/
	Operations	12/15/21	CFRA

E. Terminations

Employee	Assignment	Effective	Reason
Abrajan, Edith	Student Supv. Asst. Carpenter	10/21/21	Voluntary Resignation
Asher, Julissa	Sr. Instr. AsstBehavior Alameda	11/20/21	Voluntary Resignation
Barragan, Maria	Food Service Supv. III Downey High	11/27/21	Voluntary Resignation
Bradley, Donny	Custodian Substitutes	10/02/21	Voluntary Resignation
Gasca, Yazmin	Sr. Instr. AsstBehavior Columbus High	11/30/21	Voluntary Resignation
Hunt, Jaymee	Sr. Clerical Asst. Adult School	11/24/21	Voluntary Resignation
Jackson, Iris	Sr. Instr. AsstSign Lang. DHH Program	11/03/21	Voluntary Resignation
Kitchener, Mary	Food Service Asst. Downey High	12/01/21	Service Retirement
Morales Jarquin, Freddy	Bus Driver Transportation	11/20/21	Voluntary Resignation
Nocon, Gelli	Sr. Instr. AsstMedical Williams	11/10/21	Voluntary Resignation
Padilla, Alfonso	Sr. Instr. AsstBehavior Downey High	11/27/21	Voluntary Resignation
Palmer, Rachel	PE & Athl. Equip. Attend. Warren High	10/23/21	Voluntary Resignation
Ramirez, Emma	Sr. Instr. AsstBehavior Alameda	10/19/21	Voluntary Resignation

E. Terminations

Employee	Assignment	Effective	Reason
Taylor, Samantha	Registered Behavior Tech. Special Education	11/30/21	Voluntary Resignation
Valencia, Wendy	Prsnl./Credentials Tech. Certificated HR	11/27/21	Voluntary Resignation



II. 79. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44256(b).

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

December 14, 2021

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT:

TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED

AS MAJORS OR MINORS ON CREDENTIALS - ED CODE 44256(b)

ACTION ITEM

In accordance with Education Code Section 44256(b), a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

That portion of Section 44256(b) of the Education Code pertaining to such assignments reads as follows:

The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on their credentials by the following personnel:

Doty Middle School

Arnold, Russell

English

Driscoll, Loren

Mock Trial/Intro to Law

Hauben, Kelly

Math

Griffiths Middle School

Cassayre, Emily

English Spanish

Franco, Dulce

Griffiths Middle School (cont.)

Minnix, Melissa

Math English

Stayer-Clarke, Sarah

Stauffer Middle School

Diulio, Judy

English

Peterson, Marlene

English

Tansopalucks, Trirath

Exploratory-Robotics; Gateway to Technology-

Automotive; Gateway to Technology-Design &

Modeling

Sussman Middle School

Diioli, Monique

English

Lundsberg, Megan

Math

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44256(b).



II. 80. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44258.2.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

December 14, 2021

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT:

TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED

AS MAJORS OR MINORS ON CREDENTIALS - ED CODE 44258.2

ACTION ITEM

In accordance with Education Code Section 44258.2, a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

Section 44258.2 of the Education Code reads as follows:

The holder of a single subject teaching credential or a standard secondary teaching credential may, with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 to 8, inclusive, in a middle school, provided if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on their credential by the following personnel:

Doty Middle School

Mui, Eunhae

Journalism

Griffiths Middle School

Plant, Ed

Video Production

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44258.2.



II. 81. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44258.7(b).

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

December 14, 2021

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT:

TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED

AS MAJORS OR MINORS ON CREDENTIALS - ED CODE 44258.7(b)

ACTION ITEM

In accordance with Education Code Section 44258.7(b), a full-time teacher with a credential in a subject other than physical education may be assigned to coach a competitive sport for one period per day.

Section 44258.7(b) of the Education Code reads as follows:

A person who holds a teaching credential in a subject or subjects other than physical education may be authorized by action of the local governing board to coach one period per day in a competitive sport for which students receive physical education credit, provided that he or she is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport.

Records on file in the Certificated Human Resources office verify that appropriate coursework has been completed under this section for the coaching of a competitive sport by the following personnel with credentials in subjects other than physical education:

Downey High School

Acevedo, Kyle

PE-Wrestling

Aguiniga-Campos, Javier

PE-Soccer

Bean, Jason

PE-Golf

Castro, Salomon

PE-Swimming

Delhousay, Shaun

PE-Water Polo/Swimming

Gleason, Robert

PE-Cross Country/Track PE-Baseball

Gonzalez, Jesus

PE-Marching Band

Guerrero, Raul Hollington III, Thomas

PE-Football

Karzen, Micah

PE-Tennis/Baseball

Downey High School (cont.)

Massey, Anthony PE-Basketball Nevarez, Jessica PE-Track Nunley, Thomas PE-Football Park, Byung PE-Tennis Rauls, Ashley PE-Pep Squad Rios, Roger PE-Wrestling Shelton, Larry PE-Basketball Witkin, Scott PE-Lacrosse

Warren High School

Aguilar III, Felipe PE-Football
Anaya, Leticia PE-Dance
Del Rosario, Conrad PE-Tennis
Schmid, Tina PE-Golf

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44258.7(b).



II. 82. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44263.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

December 14, 2021

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT:

TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED

AS MAJORS OR MINORS ON CREDENTIALS - ED CODE 44263

ACTION ITEM

In accordance with Education Code Section 44263, a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

Section 44263 of the Education Code reads as follows:

A teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach any single subject class in which he or she has 18 semester hours of coursework or nine semester hours of upper division or graduate coursework or a multiple subject class if he or she holds at least 60 semester hours equally distributed among the four areas of a diversified major set forth in Section 44314.

A three-semester-unit variance in any of the required four areas may be allowed. The governing board of the school district by resolution shall provide specific authorization for such assignment. The authorization of the governing board shall remain valid for one year and may be renewed annually.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on the credentials of the following personnel:

Downey High School

Adams, Melanie

English Engineering

Jamka, Alan Mendoza, Cynthia

Physical Education

Yamasaki, Glenn

ITE

Zegarra, Johnny

Culinary Arts

Warren High School

Drechsler, Dominique

Lane, Scott Merchant, Abida

O'Steen, Erika

Than, Kim

Watts, Eric

Webb, John Zegarra, Johnny French

Finance Computers

Single Living: Marriage & Family Living

Sociology

Math

Social Science

Culinary Arts

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Education Code Section 44263.



II. 83. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Title 5 80005(b).

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

December 14, 2021

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT: TITLE 5 80005(B)

ACTION ITEM

In accordance with Title 5 80005(b) a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

That portion of Title 5 80005(b) pertaining to such assignments reads as follows:

The holder of a teaching credential based on a baccalaureate degree and a teacher preparation program, including student teaching or the equivalent, may be assigned, with his or her consent, to teach subject-matter classes which do not fall within or are not directly related to the broad subject area(s) if the employing agency has determined the teacher has the requisite knowledge and skills. Verification of this decision must be kept on file in the office of the employing agency for purposes of the monitoring of certificated assignments pursuant to Education Code Section 44258.9(b). Such courses may include, but are not limited to, life skills, conflict management, study skills, leadership, teen skills, and study hall. Service in such assignments is limited to the grade level authorized by the teaching credential.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on their credentials by the following personnel:

Doty Middle School

Agranowitz, Natalia

Study Skills

Barrera, Jennifer

PLTW: Gateway to Technology

Cohen, Kristopher

AVID

Dodge, Kevin Haas, Derek

Academic Support Academic Support

Hedden, David

AVID

Konoske, Joseph AVID Doty Middle School (cont.)

Kotsis, Martha Marcy, Wendy Parry, Tracy Sodetani, Gordon

Academic Support Academic Support Academic Support Study Skills

Griffiths Middle School

Charlton, Nathan Legaspi, Ronald Legg, Jennifer Martinez, Daniel

PLTW: Gateway to Technology Academic Support Academic Support Study Skills

Academic Support

Mc Dermott, Tim Partnoff, Steven Romero, Julie

Mata, Iris

Academic Support Academic Support AVID

Romero, Julie Tiffany, Payama Wolfe, Jeanetta

AVID AVID

Stauffer Middle School

Black, Katie Dayhoff, Laurie AVID AVID

Donahue, Matthew Goldsmith, Desiree

PLTW: Gateway to Technology Study Skills

Harr, Alyson Herz, Valerie

AVID Study Skills Study Skills

Mc Connell, Deanna Saikali, Rola

AVID

Sussman Middle School

Diioli, Monique Malick-Perez, Tracy Neal, Lorraine

AVID AVID

Perkins, Ashley

AVID Leadership

Santos, Alejandro

PLTW: Gateway to Technology

Downey High School

Alvarez, Jesus Betancourt, Marcela Decision Making Skills AVID

Cabrera, Deann Etson, Shannon

Study Skills Link Crew

Ferrer, David

Study Skills

Fowler, Golden

Decision Making Skills

Gunderson, Michelle Link Crew Downey High School (cont.)

Lee, Branwyn
Macomber, Andra
Manzanares, Marvin
Meade, Corrine
Moreno, Alyssa
Santa Cruz, Juliet
Link Crew

Teh, Poh Study Skills

Thompkins, David Decision Making Skills

Warren High School

Arnold, Jeffrey AVID Cha, David AVID

Davenport, Henry Project Lead the Way

Deichman, Kyle AVID Fisher, Stephanie AVID Gomez, Erica AVID Harris, Andrea AVID

Homer, Jeffrey Recovery Discovery

Lopez, Karla AVID Mack, Deanna AVID Mendez, Daniel AVID

Muller, Justin Recovery Discovery
Orejel, Edgar AVID & Student Voice

Pardo, Jakilin Link Crew

Quintero, David Project Lead the Way Tendler, Joey Recovery Discovery

Trejo, Raymundo AVID Tse, Paul AVID

Welch, Jeffrey Decision Making Skills

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2021-22 school year, pursuant to Title 5 80005(b).



II. 84. RATIFY the establishment of one new position with duties corresponding to the current classification of Campus Security Assistant, assigned to Warren High School, eight hours per day, ten months per year, at range 120, \$3,488 - \$4,246 per month, effective October 22, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources/Personnel Commission

DATE:

December 14, 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 Cari White, Principal, Warren 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 Warren High School, eight hours per day, ten months per year, at range 120, \$3,488 - \$4,246 per month, effective October 22, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Campus Security Assistant, assigned to Warren High School, eight hours per day, ten months per year, at range 120, \$3,488 - \$4,246 per month, effective October 22, 2021.



II. 85. RATIFY the establishment of one new position with duties corresponding to the current classification of Personnel/Credentials Technician, assigned to Certificated Human Resources, eight hours per day, twelve months per year, at range 175, \$4,568 - \$5,551 per month, effective November 30, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources/Personnel Commission

DATE:

December 14, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF ONE NEW POSITION (PERSONNEL/

CREDENTIALS TECHNICIAN)

ACTION ITEM

We have received a request from Alyda Mir, Assistant Superintendent, Certificated Human Resources, to establish one new position with duties corresponding to the current classification of Personnel/Credentials Technician. This new position is being requested to meet the increased demands in the Certificated Human Resources office.

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 Personnel/Credentials Technician, assigned to Certificated Human Resources, eight hours per day, twelve months per year, at range 175, \$4,568 - \$5,551 per month, effective November 30, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Personnel/Credentials Technician, assigned to Certificated Human Resources, eight hours per day, twelve months per year, at range 175, \$4,568 - \$5,551 per month, effective November 30, 2021.



II. 86. APPROVE the revised duty statement for the classification of Registered Behavior Technician, effective December 15, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Personnel Services / Personnel Commission

DATE:

December 14, 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 - REGISTERED

BEHAVIOR TECHNICIAN

ACTION ITEM

In preparation for the upcoming recruitment for Registered Behavior Technician, the current class description was reviewed with incumbents, staff and CSEA, Chapter 248. After review, staff recommends the attached changes to the class description to more accurately reflect the duties of this classification and to update outdated terminology to remain current with industry standards.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the revised duty statement for the classification of Registered Behavior Technician, effective December 15, 2021.

DOWNEY UNIFIED SCHOOL DISTRICT PERSONNEL COMMISSION CSEA UNIT I



CLASS TITLE: REGISTERED BEHAVIOR TECHNICIAN

BASIC FUNCTION:

Under the direction of an assigned supervisor,—assist an Autism and Behavior Program Specialist (BCBA, as required by the Behavior Analyst Certification Beard) assist in the implementingation and training of individualized intervention plans; with utilize the principles of Applied Behavior Analysis; to monitor, redirect and modify behavior reduction strategies and student progress on regarding inappropriate behaviors goals outlined in student Individualized Education Plans (IEP), Behavior Intervention Plans (BIP), and Functional Behavior Assessments (FBA).

DISTINGUISHING CHARACTERISTICS:

Registered Behavior Technician incumbents work with children with Autism Spectrum Disorders and/or severe behavioral challenges. Registered Behavior Technician incumbents implement behavioral intervention strategies to monitor, redirect, and modify inappropriate behaviors. Registered Behavior Technician incumbents work within a special education, specially-funded, pull-out program, or other setting characterized by increased independence of action and increased complexity of work based on unique needs of the students served or equipment operated. By contrast, Senior Instructional Assistant-Behaviorally Challenged incumbents assist a certificated teacher or specialist in providing instruction to individuals with behavioral challenges or small groups of students in a special education program.

REPRESENTATIVE DUTIES:

Perform as a collaborative member of an intensive behavioral team, including both District and nonpublic agency staff, to ensure delivery of a high quality interventions across environments. *E*

Implement and assist in the training and ongoing oversight of individualized intervention in the reduction of behavioral challenges and promotion of skill acquisition using the principles of Applied Behavior Analysis. *E*

Observe, monitor, and record behavior of students according to approved procedures; collect and maintain data on individual behavior plans; report progress regarding student academic performance and behavior reduction and skill acquisition with a high level of accuracy, consistency, and organization. **E**

REPRESENTATIVE DUTIES: (Continued)

Assist and follow up with consultation provided to classroom teachers and school personnel for specific function-based behavior strategies and student specific Behavior Intervention Plans. *E*

Assist in the training of classroom staff on data collection systems. E

Assist in the creation and production of behavioral and educational materials. E

Generate weekly data summaries and submit data reports to Autism and Behavior Program Specialists within scheduled timeline; provide assistance in the preparation of student data sheets, charts, records, graphs, or other displays of student performance data. *E*

Utilize and operate computerized instructional $\underline{and \ audio \ visual}$ equipment as assigned. $\textbf{\textit{E}}$

Attend regularly scheduled team meetings to review for each student's progress program and conerns as well as review data participate in IEP team meetings as needed. **E**

When necessary, and with the support of the classroom team, use Nonviolent Crisis Prevention and Intervention strategies to prevent and/or de-escalate challenging behavior; reducing risk of injury and enhancing the safety of the students and staff. *E*

Assist students and parents by providing proper examples, emotional support, a friendly attitude and general guidance. *E*

Assure the health and safety of students by following health and safety practices and regulations. \boldsymbol{E}

Assist students receiving special education services in learning proper personal hygiene and in developing self-help skills as assigned. *E*

Assist students with personal hygiene; wash hands and faces; monitor individual toilet training schedules; toilet students and change diapers; change clothing as needed. *E*

Administer first aid and CPR as needed to students with chronic and acute medical problems. $\boldsymbol{\mathcal{E}}$

Perform a variety of clerical duties according to established guidelines. E

REPRESENTATIVE DUTIES: (Continued)

Provide support by setting up work areas, displays and exhibits, operating audiovisual equipment, operating educational training equipment, and distributing and collecting paper and supplies. **E**

Perform routine custodial duties to maintain assigned facility in a clean and sanitary condition. *E*

Supervise students during lunch time, on the playground or when mainstreamed into another class; supervise the loading and unloading of students on school buses as assigned. \boldsymbol{E}

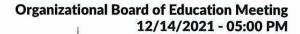
Facilitate structured peer group activities, as appropriate. E

Participate in meetings and in-service training programs as assigned.

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 Revision December 2021, D.U.S.D. November 2016, D.U.S.D. (New Class Established)





III. 1. ADOPT Resolution No. 202122-06 regarding Designation of Specific Material, Product, Thing, or Service fore Procurement (HAAS Automation, Inc. - Automated Machine Tool Building Equipment), effective December 14, 2021.

Supporting Documents



Resolution 202122-06 - Sole Source Project - Haas Automation Equipment - 12-14-21

DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 202122-06

DOWNEY UNIFIED SCHOOL DISTRICT
DESIGNATION OF SPECIFIC MATERIAL, PRODUCT, THING, OR SERVICE
FOR PROCUREMENT
(HAAS AUTOMATION, INC. – AUTOMATED MACHINE TOOL BUILDING
EQUIPMENT)

WHEREAS, pursuant to applicable law, the Downey Unified School District ("District") will be awarding a contract, or contracts, for certain automated machine tool building equipment in order to participate in the K12 Strong Workforce Program for Los Angeles and Orange Counties from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division ("Program").

WHEREAS, the Program calls for the District to implement a career education, K-12 to community college pathway improvement project to prepare District students to connect to in-demand, high-wage occupations in the region, such as automated machine tool building career education ("Project").

WHEREAS, pursuant to California Public Contract Code section 3400 ("PCC section 3400") and other applicable law, the District wishes to, in specific instances, designate specific materials, products, things, or service in its bids or requests for proposals.

WHEREAS, PCC section 3400 states that a school district cannot limit "the bidding, directly or indirectly, to any one specific concern," unless the District makes a finding that is described in the invitation for bids or proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

- "In order that a field test or experiment may be made to determine the product's suitability for future use." (PCC section 3400(c)(1))
- "In order to match other products in use on a particular public improvement either completed or in the course of completion." (PCC section 3400(c)(2))
- "In order to obtain a necessary item that is only available from one source." (PCC section 3400(c)(3))
- In order to respond to certain emergency situations. (PCC section 3400(c)(4)).

WHEREAS, the District desires to list Haas Automation, Inc. automated machine tool building equipment and supplies ("Products") in an upcoming bid as the only acceptable material, product, thing, or service for the Project, in order to field test the Products for use and compatibility such that students will be able to seamlessly transition to the challenging lab environment at Cerritos College's top-rated Advanced Manufacturing Program and ultimately to local industry in the region.

WHEREAS, based upon its review and analysis, District staff recommends and requests that the Board determine and establish that the Products be designated for the Project.

WHEREAS, once the Products are designated as a sole source item for the Project pursuant to PCC section 3400, District staff will issue a bid for the Products with the requisite sole source provisions included such that bidders who do not provide bids for the Products will be deemed unresponsive.

NOW, THEREFORE, the Governing Board of the Downey Unified School District hereby finds, determines, declares, orders, and resolves as follows:

- Section 1. That the above recitals are true and correct.
- Section 2. That the Products are the only acceptable material, product, thing, or service for the Project, as the Products must be used in order to field test the Products to match the equipment and materials used at Cerritos College's top-rated Automated Machine Tool Building program. District's procurement of the Products will ultimately help District students prepare for and obtain priority registration at Cerritos College given that the District will be able to match courses, lab environments, and instructional approaches with those at Cerritos College.
- Section 3. That, for the foregoing reasons, District staff will issue a bid designating the Products as the only acceptable material, product, thing, or service for the Project.
- Section 4. That the District's Superintendent, or designee, is authorized and directed to take all steps and perform all actions necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the Downey Unified School District on December 14, 2021, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:		
,	Board President	
	Board Clerk	



IV. 2. APPROVE the Annual Single Plan for Student Achievement and Title I School Parent Involvement Policy for 2021-22.

Supporting Documents



scan1404

DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE:

December 14, 2021

TO:

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

FROM:

Wayne Shannon, Ed.D., Assistant Superintendent, Elementary Education Prepared by: Patricia G. Sandoval, Ed.D., Director, Innovative Education

SUBJECT:

ANNUAL SINGLE PLAN FOR STUDENT ACHIEVEMENT AND TITLE I

SCHOOL PARENT INVOLVEMENT POLICY APPROVAL

ACTION ITEM

The site Single Plans for Student Achievement (SPSA) were updated and revised after new data was received along with the 2021-22 federal categorical and Local Control Funding Formula (LCFF) allocations.

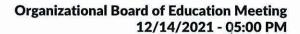
All schools wrote goals, objectives, and activities to improve student achievement. Due to the COVID pandemic and subsequent school closures, schools do not have data based on standardized assessments and instead local indicators were identified. School goals were based on analysis of this local data and measures. SPSA goals are focused on schoolwide and student subgroups meeting established academic goals. The plans contain proposed expenditures, a description of how funds will be used to improve academic performance of all students and the means of evaluating the progress toward accomplishing the goals.

In addition, schools that receive Title I funds are required to develop a School Parental Involvement Policy that must be approved by the Board of Education. Each school policy was jointly developed with and distributed to parents. The policy ensures the involvement of parents in the Title I program which includes: information about and participation in the on-going planning, review, and improvement of the Title I program; the development of the Home-School Compact; the building of capacity for participation in the education and achievement of their children; accessibility and opportunities for parents with limited English proficiency, parents with disabilities, and parents of migratory students; and the implementation of the school's parental involvement policy.

The SPSAs and Title I School Parent Involvement Policies have been reviewed and approved by the School Site Council at each school. School plans, parental involvement policies, and Home-School Compacts are on file at each school site and in the Innovative Education Programs office.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the Annual Single Plan for Student Achievement (SPSA) and Title I School Parent Involvement Policy for 2021-22.





V. 1. RECEIVE Administrative Report: 2021-22 First Period Interim Financial Report as of October 31, 2021; and APPROVE Positive Certification that Downey Unified School District can meet its financial obligations for the remainder of the 2021-22 fiscal year. (under separate cover)

Supporting Documents



scan1405

Business Services

DATE:

December 14, 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:

2021-22 FIRST PERIOD INTERIM FINANCIAL REPORT AS OF

OCTOBER 31, 2021

ADMINISTRATIVE REPORT

District Administration is required to report periodically to the Board of Education on the financial and budgetary condition of the District. Education Code Sections 35035(g), 42130, and 42131, as amended by AB 1200 (Chapter 1213/1991), require that on the basis of these reports, twice annually the Board of Education must certify, in writing, whether or not it believes the District can meet its financial obligations for the remainder of the current fiscal year. The certification must then be submitted to the County Superintendent of Schools.

This report has been prepared and is submitted under separate cover.

Based upon this First Period Interim Report, the District can meet all of its current financial obligations for the 2021-22 fiscal year.

SUPERINTENDENT'S RECOMMENDATION:

RECEIVE Administrative Report: 2021-22 First Period Interim Financial Report as of October 31, 2021 (under separate cover); and APPROVE Positive Certification that Downey Unified School District can meet its financial obligations for the remainder of the 2021-22 fiscal year.



VI. 1. APPROVE the Reopener Agreement and corresponding AB1200 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 248 and the Downey Unified School District dated November 9, 2021; and REVISE Administrative Regulation 5241.1 for the 2021-22 school year contingent upon LACOE AB1200 approval.

Supporting Documents



scan1406

Downey Unified School District Board of Education Reopener Agreement With California School Employees Association And it's Downey Chapter #248 (CSEA Unit 1)

November 9, 2021

*The District and CSEA and its Downey Chapter #248 agree to maintain the previous contract in full with the changes as listed below:

ARTICLE VIII - SALARIES

CHANGE TO READ:

<u>Longevity</u>: Beginning with the 10th year of service with the Downey Unified School District all employees shall receive an additional \$60 \$68 per month. Beginning with the 15th year, the amount shall be raised to \$115 \$123 per month. Beginning with the 20th year, the amount shall be raised to \$165 \$173 per month. Beginning with the 25th year, the amount shall be raised to \$215 \$223 per month. For purposes of this Section, longevity shall be calculated from the initial date of hire, excluding unpaid leaves of absence and breaks in service.

CHANGE TO READ:

Salary and Fringe Benefits:

A. Salary - The unit's current salary schedule (2019-20) shall reflect a 1.75% salary increase effective July 1, 2019. The unit's current salary schedule (2021-22) shall reflect a 4.07% salary increase effective July 1, 2021. The District agrees that direct deposit of payroll shall be made available to all bargaining unit members.

CHANGE TO READ:

- C. Fringe Benefits
 - 5. Health and Welfare The District shall continue to funding the health and welfare benefits of all benefit eligible Bargaining Unit Members hired by 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. The co-pays incurred by the member using the prescription card do not apply to the current Blue Shield deductibles. Bargaining unit members hired by June 30, 2022, who did not qualify for benefits and promote to a benefit eligible position, with no separation in service, shall be grandfathered into the 10% maximum contribution for all health and welfare 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 continue to work cooperatively with the Employee Benefits Committee to contain health benefit costs. The specific benefits of the health and welfare plans shall be maintained unless changed by mutual agreement of the District and the Unit. Current benefits summaries will be posted on the District web page.

Assistant Superintendent,

Certificated Human Resources

Agreed Upon November 9, 2021

For Unit I:

Peggie Chesser

President

CSEA, Chapter 248

For CSEA:

April Vidrio

Labor Representative

CSEA

Page 2

CLASSIFIED PERSONNEL

UNIT I SALARY SCHEDULE

AR 5241.1

Effective Date: July 1, 2021

				The second second second second	ly Salary S	teps		
CLASSIFICATION	RANGE	1	Hourly	2	3	4	<u>5</u>	<u>15</u>
Accounting Assistant	125	\$3,585	(\$20.683)	\$3,760	\$3,945	\$4,147	\$4,351	\$4,569
Adult School Registrar/Assistant	140	3,852	(22.223)	4,044	4,246	4,457	4,683	4,917
ASB Accounting Technician	155	4,147	(23.925)	4,351	4,568	4,796	5,043	5,295
Assistant Buyer	170	4,457	(25.714)	4,683	4,918	5,161	5,414	5,684
Attendance/Records Clerk	120	3,488	(20.123)	3,666	3,852	4,044	4,246	4,458
Budget/Financial Analyst	205	5,287	(30.502)	5,551	5,825	6,114	6,423	6,745
Buyer	190	4,918	(28.373)	5,161	5,414	5,684	5,976	6,274
Campus Security Assistant	120	3,488	(20.123)	3,666	3,852	4,044	4,246	4,458
Career Development Program Specialist	215	5,551	(32.025)	5,825	6,114	6,423	6,748	7,085
Certified Occupational Therapy Assistant (COTA)	200	5,161	(29.775)	5,414	5,684	5,976	6,274	6,588
Child Care Assistant	50	2,478	(14.296)	2,596	2,731	2,867	3,017	3,168
Clerical Assistant	105	3,246	(18.727)	3,406	3,585	3,760	3,945	4,143
Communication Center Assistant	160	4,246	(24.496)	4,457	4,683	4,918	5,161	5,419
Communications Specialist	200	5,161	(29.775)	5,414	5,684	5,976	6,274	6,588
Early Learning Assistant	95	3,095	(17.856)	3,246	3,406	3,585	3,760	3,948
Early Learning Instructor	150	4,044	(23.331)	4,246	4,457	4,683	4,918	5,164
Elementary School Library/Media Technician	115	3,406	(19.650)	3,585	3,760	3,945	4,147	4,354
Financial Aid Technician	165	4,351	(25.102)	4,568	4,796	5,043	5,287	5,551
Food Service Assistant	65	2,676	(15.438)	2,802	2,951	3,095	3,246	3,408
Food Service Assistant II	80	2,867	(16.540)	3,017	3,164	3,321	3,488	3,663
Food Service Helper	35	2,303	(13.287)	2,426	2,542	2,676	2,802	2,942
Instructional Assistant	95	3,095	(17.856)	3,246	3,406	3,585	3,760	3,948
Instructional Assistant - Adult School	95	3,095	(17.856)	3,246	3,406	3,585	3,760	3,948
Instructional Assistant - Computer Applications	95	3,095	(17.856)	3,246	3,406	3,585	3,760	3,948
Instructional Assistant - Dental	95	3,095	(17.856)	3,246	3,406	3,585	3,760	3,948
Instructional Assistant - Massage Therapy	95	3,095	(17.856)	3,246	3,406	3,585	3,760	3,948
Instructional Assistant - Nursing	95	3,095	(17.856)	3,246	3,406	3,585	3,760	3,948
Instructional Media Technician	115	3,406	(19.650)	3,585	3,760	3,945	4,147	4,354
Instructional Services Technician	165	4,351	(25.102)	4,568	4,796	5,043	5,287	5,551
Intermediate Accounting Assistant	140	3,852	(22.223)	4,044	4,246	4,457	4,683	4,917
Intermediate Clerical Assistant	115	3,406	(19.650)	3,585	3,760	3,945	4,147	4,354
Intermediate School Office Manager	150	4,044	(23.331)	4,246	4,457	4,683	4,918	5,164
Labor Compliance Technician	155	4,147	(23.925)	4,351	4,568	4,796	5,043	5,295
Lead Food Service Assistant	95	3,095	(17.856)	3,246	3,406	3,585	3,760	3,948
Lead Sign Language Interpreter	235	6,114	(35.273)	6,423	6,748	7,083	7,442	7,815
Makeup Artistry Assistant	95	3,095	Mario Constitution of the		3,406	3,585	3,760	3,948
Nursing Specialist	220	5,684	(32.792)	5,976	6,274	6,581	6,912 1 of 2	7,258
							1012	

AR 5241.1

Base Salary Schedule				Monthly	/ Salary Ste	eps		
CLASSIFICATION	RANGE	1	Hourly	2	3	4	<u>5</u>	<u>15</u>
Payroll Technician	175	4,568	(26.354)	4,796	5,043	5,287	5,551	5,829
Personnel Assistant	130	3,666	(21.150)	3,852	4,044	4,246	4,457	4,680
Personnel/Credentials Technician	175	4,568	(26.354)	4,796	5,043	5,287	5,551	5,829
Personnel/Payroll Assistant (Adult School)	150	4,044	(23.331)	4,246	4,457	4,683	4,918	5,164
Physical Education Assistant	95	3,095	(17.856)	3,246	3,406	3,585	3,760	3,948
Pupil/Support Services Technician	165	4,351	(25.102)	4,568	4,796	5,043	5,287	5,551
Purchasing Assistant	140	3,852	(22.223)	4,044	4,246	4,457	4,683	4,917
Registered Behavior Technician	165	4,351	(25.102)	4,568	4,796	5,043	5,287	5,551
Registrar	150	4,044	(23.331)	4,246	4,457	4,683	4,918	5,164
School Based Therapist	215	5,551	(32.025)	5,825	6,114	6,423	6,748	7,085
School Health Technician	170	4,457	(25.714)	4,683	4,918	5,161	5,414	5,684
School Office Manager	150	4,044	(23.331)	4,246	4,457	4,683	4,918	5,164
Secretary	150	4,044	(23.331)	4,246	4,457	4,683	4,918	5,164
Senior Accounting Assistant	155	4,147	(23.925)	4,351	4,568	4,796	5,043	5,295
Senior Accounting Technician	190	4,918	(28.373)	5,161	5,414	5,684	5,976	6,274
Senior Clerical Assistant	125	3,585	(20.683)	3,760	3,945	4,147	4,351	4,569
Senior Instructional Assistant	105	3,246	(18.727)	3,406	3,585	3,760	3,945	4,143
Senior Instructional Assistant - Behavior	115	3,406	(19.650)	3,585	3,760	3,945	4,147	4,354
Senior Instructional Assistant - Sign Language	115	3,406	(19.650)	3,585	3,760	3,945	4,147	4,354
Senior Instructional Assistant - Medical	115	3,406	(19.650)	3,585	3,760	3,945	4,147	4,354
Senior Personnel Technician	165	4,351	(25.102)	4,568	4,796	5,043	5,287	5,551
Senior School Office Manager	160	4,246	(24.496)	4,457	4,683	4,918	5,161	5,419
Senior Secretary	170	4,457	(25.714)	4,683	4,918	5,161	5,414	5,684
Senior Student Information Systems Operator	205	5,287	(30.502)	5,551	5,825	6,114	6,423	6,745
Sign Language Interpreter	215	5,551	(32.025)	5,825	6,114	6,423	6,748	7,085
Special Education Data & Compliance Specialist	165	4,351	(25.102)	4,568	4,796	5,043	5,287	5,551
Special Education Technician	150	4,044	(23.331)	4,246	4,457	4,683	4,918	5,164
Speech-Language Pathology Assistant	200	5,161	(29.775)	5,414	5,684	5,976	6,274	6,588
Student Information Systems Operator	190	4,918	(28.373)	5,161	5,414	5,684	5,976	6,274
Student Testing Technician	150	4,044	(23.331)	4,246	4,457	4,683	4,918	5,164
Translator-Interpreter	150	4,044	(23.331)	4,246	4,457	4,683	4,918	5,164
True Lasting Connections Resource Center Asst	125	3,585	(20.683)	3,760	3,945	4,147	4,351	4,569

\$68/mo. longevity @ 10 years; \$123/mo. longevity @ 15 years; \$173/mo. longevity @ 20 years; \$223/mo. longevity @ 25 years

Approved

2 of 2

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 I							
Certificated, Classified, Other:	Classified							
The proposed agreement covers th	July 1, 2021	and ending:	June 30, 2022					
		(date)		(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		Annual Cost Prior to Proposed Settlement		Year 1 ease/(Decrease) 2021-22	Increa	Year 2 se/(Decrease) 2022-23	Year 3 Increase/(Decrease) 2023-24						
1.	Salary Schedule Including Step and Column	\$	25,283,500	\$	1,029,201	\$		\$						
	_				4.07%		0.00%		0.00%					
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.													
	Description of Other Compensation					10.018-024								
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$	8,466,300	S	344,576	\$	-	\$						
					4.07%		0.00%		0.00%					
4.	Health/Welfare Plans						-							
5.	Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$	33,749,800	\$	1,373,777	\$	(A	\$	i i					
					4.07%		0.00%		0.00%					
6.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)		635.00			lev-								
7.	Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$	53,149	\$	2,163	\$	•	\$						
					4.07%		0.00%		0.00%					

Downey Unified School District CSEA Unit I

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"?

	year, what is the annualized percentage of that change for "Year 1"?
	The current salary schedules (2021-22) for CSEA Chapter 248 shall reflect a 4.07% salary increase effective July 1, 2021. In addition, all longevity stipends were increased by \$8 per month.
	9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)
	No.
	 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.

Page 3

Downey Unified School District CSEA Unit I

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:

CSEA Unit I

Dag	aining Unit:	Column 1			Column 2	Column 3			Column 4		
	Okies Okie				Latest Board- Approved Budget Before Settlement (As of August 3, 2021)		Adjustments as a Result of Settlement (compensation)		other Revisions reement support nd/or other unit agreement) plain on Page 4i	Total Revised Budget (Columns 1+2+3)	
REVENUES	Object Code		2021)		W. C. C.	LAN	plant on Fage 4	===			
LCFF Revenue	8010-8099	\$	241.097.178	-		S	-	\$	241,097,178		
Federal Revenue	8100-8299	\$				S	8	\$			
Other State Revenue	8300-8599	\$	4.567.830			\$	19.063	\$	4,586,893		
Other Local Revenue	8600-8799	\$	3.092.073			5	(550,000)	\$	2,542,073		
TOTAL REVENUES		\$	248.757,081			\$	(530,937)	\$	248,226,144		
EXPENDITURES						_					
Certificated Salaries	1000-1999	S	103,230,713			S	4.478.782	\$	107.709.495		
Classified Salaries	2000-2999	S	20,184,031	S	862.406	5	240,168	\$	21,286,605		
Employee Benefits	3000-3999	S	51,636,074	S	288,733	S	418.800	5	52.343.607		
Books and Supplies	4000-4999	\$	11.474,082			\$	(4.816.222)	\$	6,657,860		
Services and Other Operating Expenditures	5000-5999	\$	15,066,311			S	(345,002)	\$	14,721,309		
Capital Outlay	6000-6999	\$	483.193			\$	11.314	\$	494,507		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	166,723			\$	34.047	\$	200,770		
Transfers of Indirect Costs	7300-7399	\$	(762,865)			5	-	\$	(762,865		
TOTAL EXPENDITURES		\$	201.478.262	S	1,151,139	S	21.887	\$	202,651,288		
OTHER FINANCING SOURCES/USES											
Transfers In and Other Sources	8900-8979	\$	-	\$	12	S	-	\$	-		
Transfers Out and Other Uses	7600-7699	\$	2.075.000	\$	3.4	\$	(500,000)	\$	1,575.000		
Contributions	8980-8999	S	(46,574,557)	\$		S	(2,163,820)	\$	(48,738,377		
OPERATING SURPLUS (DEFICIT)*		\$	(1,370,738)	\$	(1,151,139)	\$	(2,216,644)	\$	(4,738,521		
BEGINNING FUND BALANCE	9791	\$	36.096.726	==				S	36,096,726		
Audit Adjustments/Other Restatements	9793/9795	S	•					S			
ENDING FUND BALANCE		\$	34,725,988	S	(1,151,139)	\$	(2,216,644)	\$	31,358,205		
COMPONENTS OF ENDING FUND BALAN	CE:				7-	CARRE					
Nonspendable	9711-9719	S	1.112,282	S	-	\$		\$	1,112,282		
Restricted	9740	=									
Committed	9750-9760	S	200	5	Ē.	S		\$	_		
Assigned	9780	\$		5	-	S		\$	### ##################################		
Reserve for Economic Uncertainties	9789	S	15.760.689	\$	2	\$	1,014,221	\$	16,774,910		
Unassigned/Unappropriated Amount	9790	S	17,853,017	S	(1,151,139)	\$	(3,230,865)	\$	13,471,013		

*Net Increase (Decrease) in Fund Balance

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

CSEA Unit I

Bar	gaining Unit:				CSEA	Ur	nit I			
			Column 1		Column 2		Column 3		Column 4	
	Object Code	Ap Be	Latest Board- proved Budget fore Settlement As of August 3, 2021)	Res	djustments as a sult of Settlement compensation)	(ag	other Revisions greement support nd/or other unit agreement) cplain on Page 4i		Fotal Revised Budget olumns 1+2+3)	
REVENUES	-				and the second of	W 12	Maria Maria	_		
LCFF Revenue	8010-8099	\$	-			S	-	\$	2	
Federal Revenue	8100-8299	\$	23,397,537			\$	7,430,256	\$	30,827,793	
Other State Revenue	8300-8599	S	33.860.522			5	5.624,227	\$	39,484,749	
Other Local Revenue	8600-8799	S	11.872.657			S	514.243	\$	12,386,900	
TOTAL REVENUES		\$	69,130,716			\$	13,568,726	\$	82,699,442	
EXPENDITURES										
Certificated Salaries	1000-1999	S	29.375.382			S	5,650,602	\$	35,025,984	
Classified Salaries	2000-2999	S	22.615.522	S	16.597	S	1.537,366	\$	24,169,485	
Employee Benefits	3000-3999	8	33,613,349	5	5,557	5	5.499,983	\$	39,118,889	
Books and Supplies	4000-4999	\$	15,602,173			S	630,300	\$	16,232,473	
Services and Other Operating Expenditures	5000-5999	S	10.917.178			\$	2.084.891	\$	13.002,069	
Capital Outlay	6000-6999	S	15,000			S	29,449	\$	44,449	
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	S	1,735,000			\$	222.606	\$	1,957,606	
Transfers of Indirect Costs	7300-7399	S	208,008		***************************************	S	8.859	\$	216.867	
TOTAL EXPENDITURES		S	114.081,612	\$	22,154	\$	15,664,056	\$	129.767.822	
OTHER FINANCING SOURCES/USES										
Transfers In and Other Sources	8900-8979	S		S		S	•	\$	•	
Transfers Out and Other Uses	7600-7699	\$	1.504.087	5		5	*	5	1,504.087	
Contributions	8980-8999	S	46.574.557	S	3	\$	2,163,820	\$	48,738,377	
OPERATING SURPLUS (DEFICIT)*		S	119,574	S	(22,154)	\$	68,490	\$	165,910	
E SERVER										
BEGINNING FUND BALANCE	9791	\$	22,905,808					\$	22,905,808	
Audit Adjustments/Other Restatements	9793/9795		5					\$		
ENDING FUND BALANCE		\$	23,025,382	\$	(22.154)	\$	68,490	S	23,071.718	
COMPONENTS OF ENDING FUND BALAN Nonspendable	NCE: 9711-9719	\$		S		S		S		
Restricted	9740	S	23.025.382	\$	(22,154)	S	68,490	\$	23,071,718	
Committed	9750-9760					50				
Assigned Amounts	9780				- 59,000					
Reserve for Economic Uncertainties	9789			\$	72	\$	*	S	-	
Unassigned/Unappropriated Amount	9790	\$		S	(*)	\$	**************************************	S	-	

*Net Increase (Decrease) in Fund Balance

Downey Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund CSEA Unit I

Bargaining Unit:

		Column 1		Column 2		Column 3		Column 4	
	Object Code	App Befo	roved Budget bre Settlement of August 3, 2021)	Resu	ustments as a It of Settlement ompensation)	(ag	Other Revisions greement support nd/or other unit agreement) splain on Page 4i		Total Revised Budget folumns 1+2+3)
REVENUES	Object Code			==			-	-	
LCFF Revenue	8010-8099	S	241.097,178			\$	-	5	241,097,178
Federal Revenue	8100-8299	\$	23,397,537	- 3/		\$	7,430,256	\$	30,827,793
Other State Revenue	8300-8599	S	38,428,352			\$	5,643,290	\$	44,071,642
Other Local Revenue	8600-8799	\$	14.964,730			\$	(35,757)	\$	14,928,973
TOTAL REVENUES		\$	317.887.797			\$	13,037,789	\$	330,925,586
EXPENDITURES				-					
Certificated Salaries	1000-1999	\$	132.606.095	S	•	S	10.129.384	\$	142.735.479
Classified Salaries	2000-2999	\$	42,799,553	\$	879,003	5	1,777,534	\$	45,456,090
Employee Benefits	3000-3999	\$	85.249.423	\$	294.290	\$	5.918,783	\$	91,462,496
Books and Supplies	4000-4999	\$	27,076,255			\$	(4,185,922)	\$	22,890.333
Services and Other Operating Expenditures	5000-5999	S	25,983,489			\$	1,739,889	S	27.723.378
Capital Outlay	6000-6999	\$	498,193			\$	40,763	\$	538,956
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	S	1,901,723			\$	256,653	S	2,158,376
Transfers of Indirect Costs	7300-7399	\$	(554.857)			\$	8.859	\$	(545.998)
TOTAL EXPENDITURES		S	315,559,874	\$	1,173,293	\$	15,685,943	\$	332,419,110
OTHER FINANCING SOURCES/USES									
Transfer In and Other Sources	8900-8979	S	-	\$	-	\$		\$	
Transfers Out and Other Uses	7600-7699	\$	3,579,087	\$		S	(500.000)	S	3,079,087
Contributions	8980-8999	\$.73	\$	•	\$	i è	\$	¥
OPERATING SURPLUS (DEFICIT)*		\$	(1,251,164)	\$	(1,173,293)	S	(2,148,154)	\$	(4,572,611
BEGINNING FUND BALANCE	9791	\$	59,002,534			=		\$	59,002,534
Audit Adjustments/Other Restatements	9793/9795	\$	-	-				\$	
ENDING FUND BALANCE	10100	\$	57,751,370	\$	(1,173,293)	\$	(2,148,154)	\$	54,429,923
COMPONENTS OF ENDING FUND		- A)	ASSESSED FOR THE PARTY OF THE P	(A)		-			
Nonspendable	9711-9719	S	1,112,282	\$	150	\$	-	\$	1,112,282
Restricted	9740	\$	23,025,382	S	(22,154)	\$	68,490	5	23,071,718
Committed	9750-9760	\$	-	\$:=	\$		S	***
Assigned	9780	\$	-	S		S	•	\$	•/ ₁
Reserve for Economic Uncertainties	9789	\$	15,760,689	\$	-	\$	1,014,221	\$	16,774,910
Unassigned/Unappropriated Amount	9790	\$	17,853,017	\$	(1,151,139)) \$	(3,230,865)	\$	13,471,013

*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 I

Bargaining	Unit:				CSEA				
		C	olumn I	C	olumn 2	Co	lumn 3	-	Column 4
		Appro Before	est Board- oved Budget e Settlement of August 3.	Result	stments as a of Settlement npensation)	(agreen and/or	Revisions nent support other unit eement)		otal Revised Budget dumns 1+2+3)
Object	Code		2021)			Explair	on Page 4i		
REVENUES				100					
Federal Revenue 8100-	-8299	\$	2,449,143			\$	-	\$	2,449,143
Other State Revenue 8300-	8599	\$	1.877.912			S	100	\$	1,877,912
Other Local Revenue 8600-	8799	\$	3,796,619			\$	•	\$	3.796,619
TOTAL REVENUES		\$	8,123,674			\$	-	S	8,123,674
EXPENDITURES	***	-							· · · · · · · · · · · · · · · · · · ·
Certificated Salaries 1000-	-1999	\$	2,444,464			S	721	\$	2,444,464
Classified Salaries 2000-	-2999	\$	1,207,630	S	48,881	S	+	S	1,256,511
Employee Benefits 3000-	-3999	\$	1.747.513	S	16.365	S		\$	1,763,878
Books and Supplies 4000-	4999	\$	310,712			S	•	S	310,712
Services and Other Operating Expenditures 5000-	-5999	\$	2.526,705			S	-	S	2,526,705
Capital Outlay 6000-	-6999	\$				S		S	1*
Other Outgo (excluding Indirect Costs) 7100- 7400-		S				S		\$	
Transfers of Indirect Costs 7300	-7399	\$	195,469			S		S	195,469
TOTAL EXPENDITURES		\$	8,432,493	\$	65,246	\$	3**	5	8,497,739
OTHER FINANCING SOURCES/USES							CHARLES OF THE CONTRACT OF THE		
Transfers In and Other Sources 8900	-8979	\$	500,000	S	-	\$	12	\$	500,000
Transfers Out and Other Uses 7600	-7699	\$	-	\$	-	S	rær.	S	•
OPERATING SURPLUS (DEFICIT)*		\$	191,181	S	(65,246)	\$	2.00	\$	125,935
		0.5				-		100	· · · · · · · · · · · · · · · · · · ·
BEGINNING FUND BALANCE 97	91	S	6,055,491	5==		5.		\$	6,055,491
Audit Adjustments/Other Restatements 9793	/9795	S						\$	-
ENDING FUND BALANCE		s	6,246,672	\$	(65,246)	\$	7 # 7	\$	6,181,426
COMPONENTS OF ENDING FUND BALANCE:									
Nonspendable 9711	-9719	S	-	S	-	S	1.00	\$	7-
Restricted 97	740		776.5	S		S		\$	3#
Committed 9750	-9760	\$	7	S	-	S	15	\$	n
Assigned 97	780	S	6.246,672	\$	(65,246)	S	16	\$	6,181,426
Reserve for Economic Uncertainties 97	789	\$	-	\$	-	S	-	\$	
Unassigned/Unappropriated Amount 97	790	\$		\$		\$		\$	-

^{*}Net Increase (Decrease) in Fund Balance

Downey Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund CSEA Unit I

Bargaining Unit:

	Summing Comm	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	Object Code					
Federal Revenue	8100-8299	s -		s -	s -	
Other State Revenue	8300-8599	s -	The second	\$ -	s -	
Other Local Revenue	8600-8799	S -		\$ -	s -	
TOTAL REVENUES		s -		s -	s -	
EXPENDITURES						
Certificated Salaries	1000-1999	\$ -	s -	S -	s -	
Classified Salaries	2000-2999	s -	s -	s -	s -	
Employee Benefits	3000-3999	s -	s -	\$ -	\$ -	
Books and Supplies	4000-4999	S -		s -	s -	
Services and Other Operating Expenditures	5000-5999	\$ -		S	\$ -	
Capital Outlay	6000-6999	s -		S -	s -	
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	s -		s -	s -	
Transfers of Indirect Costs	7300-7399	s -		s -	s -	
TOTAL EXPENDITURES		\$ -	\$ -	s -	\$ -	
OTHER FINANCING SOURCES/USES		1000 100 100 100 100 100 100 100 100 10				
Transfers In and Other Sources	8900-8979	s -	S -	s -	s -	
Transfers Out and Other Uses	7600-7699	s -	S -	s -	s -	
OPERATING SURPLUS (DEFICIT)*		\$ -	s -	\$ -	s -	
BEGINNING FUND BALANCE	9791	s -			s -	
Audit Adjustments/Other Restatements	9793/9795	S -			\$ -	
ENDING FUND BALANCE		s -	s -	S -	\$ -	
COMPONENTS OF ENDING FUND BALAN	ICE:					
Nonspendable	9711-9719	\$	S -	s -	s -	
Restricted	9740	s -	s -	s -	\$ -	
Committed	9750-9760	s -	s -	\$ -	\$ -	
Assigned	9780	S -	s -	S -	\$ -	
Reserve for Economic Uncertainties	9789	s -	s -	s -	s -	
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	s -	

*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 I

Barga	ining Unit:			CSEA Unit I							
The second secon		Column 1			Column 2		Column 3		Column 4		
	Object Code		atest Board- proved Budget fore Settlement s of August 3, 2021)	Resi	ljustments as a ult of Settlement compensation)	(agr	her Revisions eement support d/or other unit agreement) lain on Page 4i		Total Revised Budget plumns 1+2+3)		
REVENUES		1 1			E 11		7				
LCFF Revenue	8010-8099	\$	•	7		S	-	\$			
Federal Revenue	8100-8299	\$	13,250,000			\$	-	S	13,250,000		
Other State Revenue	8300-8599	\$	514,000			S	-	\$	514,000		
Other Local Revenue	8600-8799	\$	54.000	*		\$		\$	54,000		
TOTAL REVENUES		\$	13,818,000			\$	× -	\$	13,818,000		
EXPENDITURES											
Certificated Salaries	1000-1999	\$	*0 0	\$		\$	-	S	15		
Classified Salaries	2000-2999	S	4.362.733	\$	101.317	S		\$	4.464,050		
Employee Benefits	3000-3999	S	1.617.575	S	33.921	S	-	\$	1,651,496		
Books and Supplies	4000-4999	S	8,124,700			\$	-	\$	8,124,700		
Services and Other Operating Expenditures	5000-5999	\$	388,340			S		\$	388,340		
Capital Outlay	6000-6999	\$	200,000			S	<u> </u>	\$	200,000		
,	7100-7299 7400-7499	S	359.388			\$	*	\$	359,388		
Transfers of Indirect Costs	7300-7399	\$	N/			\$		\$			
TOTAL EXPENDITURES		\$	15.052.736	\$	135,238	\$	-	\$	15,187,974		
OTHER FINANCING SOURCES/USES		- 'Y									
Transfers In and Other Sources	8900-8979	\$		S	-	S	-	\$	-		
Transfers Out and Other Uses	7600-7699	S	91	S		\$		\$			
OPERATING SURPLUS (DEFICIT)*		\$	(1,234,736)	\$	(135,238)	\$	•	\$	(1,369,974		
BEGINNING FUND BALANCE	9791	S _.	11.314.402	1				\$	11,314,402		
Audit Adjustments/Other Restatements	9793/9795	S	•					\$	(*)		
ENDING FUND BALANCE	comme.	\$	10.079,666	\$	(135,238)	\$	2	S	9,944,428		
COMPONENTS OF ENDING FUND BALANC	E:						1 2				
Nonspendable	9711-9719	\$	-	\$) = [\$		\$			
Restricted	9740	\$	10,079,666	\$.	(135.238)	\$		\$	9,944,428		
Committed	9750-9760	S	Els .	\$		\$		S	Ę		
Assigned	9780	\$		\$	(# <u>C</u>	\$	-	\$	1.*		
Reserve for Economic Uncertainties	9789	\$		\$	le le	\$	#	\$	•		
Unassigned/Unappropriated Amount	9790	\$	•	\$	(a)	\$	•0	\$	Water		

*Net Increase (Decrease) in Fund Balance

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

N/A Enter Fund:

Bary	gaining Unit:	CSEA Unit I							
		Colum	in 1	Column 2	Column 3	Column 4			
	Object Code	Latest B Approved Before Set (As of Au 202	Budget tilement igust 3,	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+			
REVENUES	Object Code			,		ALCOHOLD STATE OF THE STATE OF	-		
Federal Revenue	8100-8299	S	4		s -	S			
Other State Revenue	8300-8599	\$	-		s -	\$			
Other Local Revenues	8600-8799	\$	-		s -	\$	ı.		
TOTAL REVENUES		\$	•		s -	\$	V.E		
EXPENDITURES							-		
Certificated Salaries	1000-1999	\$		S -	S -	\$	-		
Classified Salaries	2000-2999	\$	7 2	s -	S -	\$	-		
Employee Benefits	3000-3999	S	-	\$ -	s -	\$			
Books and Supplies	4000-4999	\$	-		\$ -	\$	•		
Services and Other Operating Expenditures	5000-5999	\$	7.		\$ -	\$	Н		
Capital Outlay	6000-6999	S	+		\$ -	\$	=		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	S	-		\$ -	\$	-		
Transfers of Indirect Costs	7300-7399	\$	-	ST.	S -	\$	*		
TOTAL EXPENDITURES		\$	-	\$ -	\$ -	\$			
OTHER FINANCING SOURCES/USES									
Transfers In and Other Sources	8900-8979	\$		s -	S -	\$	4		
Transfers Out and Other Uses	7600-7699	\$	-	s -	s -	S	•		
OPERATING SURPLUS (DEFICIT)*		S	-	s -	\$ -	\$	*		
BEGINNING FUND BALANCE	9791	\$	#0			\$	-		
Audit Adjustments/Other Restatements	9793/9795	\$				S	•		
ENDING FUND BALANCE		S		s -	s -	S			
COMPONENTS OF ENDING FUND BALAN	CE:		=0====				7/2		
Nonspendable	9711-9719	S	m.	\$ -	s -	S	-		
Restricted	9740	\$	- 3	s -	s -	\$	-		
Committed	9750-9760	S		S -	S -	\$	300		
Assigned	9780	S	-	s -	\$ -	S	Ŕ		
Reserve for Economic Uncertainties	9789	\$		s -	s -	\$	1041		
Unassigned/Unappropriated Amount	9790	\$		\$ -	\$ -	\$			

^{*}Net Increase (Decrease) in Fund Balance

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

N/A.

CSEA Unit I

Bar	gaining Unit:		CSEA			
		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						
Federal Revenue	8100-8299	S -	7	s -	s -	
Other State Revenue	8300-8599	s -		S -	\$ -	
Other Local Revenue	8600-8799	s -		\$ -	\$ -	
TOTAL REVENUES		s -		s -	s -	
EXPENDITURES				,		
Certificated Salaries	1000-1999	s -	S -	s -	\$ -	
Classified Salaries	2000-2999	s -	S -	\$ -	s -	
Employee Benefits	3000-3999	s -	S -	s -	s -	
Books and Supplies	4000-4999	s -		S -	s -	
Services and Other Operating Expenditures	5000-5999	s -		s -	S -	
Capital Outlay	6000-6999	s -		S -	s -	
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	s -		s -	s -	
Transfers of Indirect Costs	7300-7399	s -		s -	\$ -	
TOTAL EXPENDITURES		\$ -	s -	s -	s -	
OTHER FINANCING SOURCES/USES						
Transfers In and Other Sources	8900-8979	S -	s -	s -	\$ -	
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	s -	\$ -	
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -	
				When the second		
BEGINNING FUND BALANCE	9791	S -			S -	
Audit Adjustments/Other Restatements	9793/9795	\$ -			s -	
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -	
COMPONENTS OF ENDING FUND BALAN						
Nonspendable	9711-9719	S -	S -	S -	s -	
Restricted	9740	S -	s -	S -	\$ -	
Committed	9750-9760	s -	s -	s -	\$ -	
Assigned	9780	S -	\$ -	s -	s -	
Reserve for Economic Uncertainties	9789	S -	s -	\$	s -	
Unassigned/Unappropriated Amount	9790	s -	s -	\$ -	\$ -	

^{*}Net Increase (Decrease) in Fund Balance

Downey Unified School District CSEA Unit I

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund		Amount	Explanation
Revenues	\$	(530,937)	Please see First Interim Assumptions
Expenditures	\$	21,887	Please see First Interim Assumptions
Other Financing Sources/Uses	\$		Please see First Interim Assumptions
Page 4b: Restricted General Fund		Amount	Explanation
Revenues	\$		Please see First Interim Assumptions
Expenditures	\$		Please see First Interim Assumptions
Other Financing Sources/Uses	\$		Please see First Interim Assumptions
Page 4d: Fund 11 - Adult Education Fund		Amount	Explanation
Revenues	\$	-	
Expenditures	\$	-	
Other Financing Sources/Uses	\$	8	
Page 4e: Fund 12 - Child Development Fund		Amount	Explanation
Revenues	\$		
Expenditures	\$		
Other Financing Sources/Uses	\$	•	
Page 4f: Fund 13/61 - Cafeteria Fund		Amount	Explanation
Revenues	\$	12	
Expenditures	\$	-	
Other Financing Sources/Uses	\$		
Page 4g: Other		Amount	Explanation
Revenues	\$	-	
Expenditures	\$	7 4	
Other Financing Sources/Uses	\$		
Page 4h: Other	74.0	Amount	Explanation
Revenues	\$	-	
Expenditures	\$	25	
	\$	· ·	
Revenues Expenditures Other Financing Sources/Uses Additional Comments: None	\$	25	

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit:

CSEA Unit I

Bargaining Unit;			CSEA OIII I			
		2021-22	2022-23	2023-24		
	Object Code	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement		
REVENUES	entite					
LCFF Revenue	8010-8099	\$ 241,097,178	246,988,506	256,310,731		
Federal Revenue	8100-8299	\$ -	S -	S -		
Other State Revenue	8300-8599	\$ 4,586,893	4,086,893	4,086,953		
Other Local Revenue	8600-8799	\$ 2,542,073	3,042,073	3.042.073		
TOTAL REVENUES		\$ 248.226,144	\$ 254,117,472	\$ 263,439,757		
EXPENDITURES						
Certificated Salaries	1000-1999	\$ 107,709,495	109,443,618	111,177,741		
Classified Salaries	2000-2999	\$ 21,286,605	21,656,992	22,027,379		
Employee Benefits	3000-3999	\$ 52,343,607	54,238,907	56,807,223		
Books and Supplies	4000-4999	\$ 6,657,860	7.119.938	10.619.938		
Services and Other Operating Expenditures	5000-5999	\$ 14,721,309	13,729,760	14,812,760		
Capital Outlay	6000-6999	\$ 494,507	494.504	494,504		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 200,770	166,723	166,723		
Transfers of Indirect Costs	7300-7399	\$ (762,865)	(728;818)	(728,818		
Other Adjustments			\$ -	(1,800,000		
TOTAL EXPENDITURES		\$ 202,651,288	\$ 206,121,624	\$ 213,577,450		
OTHER FINANCING SOURCES/USES						
Transfers In and Other Sources	8900-8979	\$ -	\$ -	s -		
Transfers Out and Other Uses	7600-7699	\$ 1,575,000	\$ 1,575,000	\$ 1,575,000		
Contributions	8980-8999	\$ (48.738.377)	\$ (52,561,165)	\$ (55.157.905)		
OPERATING SURPLUS (DEFICIT)*		\$ (4,738,521)	\$ (6,140,317)	\$ (6.870,598)		
BEGINNING FUND BALANCE	9791	\$ 36.096,726	\$ 31,358,205	\$ 25,217,888		
Audit Adjustments/Other Restatements	9793/9795	s -				
ENDING FUND BALANCE		\$ 31,358,205	\$ 25,217,888	\$ 18,347,290		
COMPONENTS OF ENDING FUND BALAN	CE		and the same of th			
Nonspendable	9711-9719	\$ 1,112,282	\$ 1,112,282	\$ 1,112,282		
Restricted	9740					
Committed	9750-9760	s -	\$ -	s .		
Assigned	9780	\$ -	\$ -	s -		
Reserve for Economic Uncertainties	9789	\$ 16,774,910	\$ 16,700,464	\$ 17.203.592		
Unassigned/Unappropriated Amount	9790	\$ 13,471,013	\$ 7,405,142	\$ 31,416		

^{*}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:

CSEA Unit I

Barg	2021-22 2022-23 2023-24							
			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	\$ -	s -	S -				
Federal Revenue	8100-8299	\$ 30.827.793	30,827,793	30.827.793				
Other State Revenue	8300-8599	\$ 39.484,749	32,136,790	32,146,790				
Other Local Revenue	8600-8799	\$ 12,386,900	10,786,900	10.786,900				
TOTAL REVENUES		\$ 82,699,442	\$ 73,751,483	\$ 73,761,483				
EXPENDITURES								
Certificated Salaries	1000-1999	\$ 35,025,984	34.089.902	34,653,820				
Classified Salaries	2000-2999	\$ 24,169,485	24.599,573	24,946,083				
Employee Benefits	3000-3999	\$ 39,118,889	41.817,981	42,277,78				
Books and Supplies	4000-4999	\$ 16,232,473	13.932.526	15,169.03-				
Services and Other Operating Expenditures	5000-5999	\$ 13,002.069	8.149.657	8,149,65				
Capital Outlay	6000-6999	\$ 44.449	44,449	44,449				
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,957,606	1,957,606	1,957,600				
Transfers of Indirect Costs	7300-7399	\$ 216,867	216.867	216.86				
Other Adjustments			s -	5 -				
TOTAL EXPENDITURES		\$ 129,767,822	\$ 124,808,561	\$ 127,415,301				
OTHER FINANCING SOURCES/USES								
Transfers In and Other Sources	8900-8979	s -	s -	S -				
Transfers Out and Other Uses	7600-7699	\$ 1,504,087	\$ 1.504.087	\$ 1,504,087				
Contributions	8980-8999	\$ 48,738,377	52,561,165	\$ 55,157,905				
OPERATING SURPLUS (DEFICIT)*		\$ 165,910	s -	\$ -				
BEGINNING FUND BALANCE	9791	\$ 22,905,808	\$ 23,071,718	\$ 23,071,718				
	9793/9795	\$ 22,905,808	3 23,071,718	3 23,071,718				
Audit Adjustments/Other Restatements	7173/7173		\$ 23,071,718	\$ 23,071,718				
ENDING FUND BALANCE		\$ 23,071,718	\$ 23,071,718	\$ 23,071,718				
COMPONENTS OF ENDING FUND BALAN	CE:			i in the second				
Nonspendable	9711-9719	1125	S	\$ -				
Restricted	9740	\$ 23,071,718	\$ 23,071.718	S 23.071,718				
Committed	9750-9760		E-Cara MANA	tic				
Assigned	9780							
Reserve for Economic Uncertainties	9789	-	s -	\$ -				
Unassigned/Unappropriated Amount	9790	s -	\$ -	s -				

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Downey Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Rargaining	Init.

CSEA Unit I

Barg	aining Unit: CSEA Unit I								
			2021-22		2022-23	2023-24			
	Object Code		vised Budget After Settlement	First St	bsequent Year After Settlement		d Subsequent Year fter Settlement		
REVENUES					The second second		Trans.		
LCFF Revenue	8010-8099	\$	241,097,178	\$	246,988,506	\$	256,310,731		
Federal Revenue	8100-8299	\$	30,827,793	\$	30.827.793	\$	30,827,793		
Other State Revenue	8300-8599	\$	44,071,642	S	36,223,683	\$	36.233,743		
Other Local Revenue	8600-8799	\$	14,928,973	\$	13,828,973	S	13,828,973		
TOTAL REVENUES		S	330,925,586	\$	327,868,955	\$	337,201,240		
EXPENDITURES					3/4				
Certificated Salaries	1000-1999	S	142,735,479	\$	143,533,520	\$	145,831,56		
Classified Salaries	2000-2999	\$	45,456,090	\$	46,256,565	\$	46,973,463		
Employee Benefits	3000-3999	S	91,462,496	\$	96,056,888	\$	99,085,00		
Books and Supplies	4000-4999	S	22,890,333	\$	21,052,464	\$	25,788.97		
Services and Other Operating Expenditures	5000-5999	S	27,723,378	\$	21.879.417	\$	22,962,41		
Capital Outlay	6000-6999	\$	538.956	\$	538,953	\$	538,95		
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	\$	2,158,376	S	2.124,329	\$	2,124,32		
Transfers of Indirect Costs	7300-7399	S	(545.998)	\$	(511,951)	\$	(511.95		
Other Adjustments				\$	•	S	(1.800,00		
TOTAL EXPENDITURES		S	332,419,110	\$	330,930,185	S	340,992,75		
OTHER FINANCING SOURCES/USES		#							
Transfers In and Other Sources	8900-8979	\$		\$		\$	-		
Transfers Out and Other Uses	7600-7699	\$	3,079,087	\$	3,079,087	\$	3,079,08		
Contributions	8980-8999	\$		S	87	S	•		
OPERATING SURPLUS (DEFICIT)*		S	(4,572,611)	S	(6,140,317)	S	(6,870,59		
	9791	S	59,002,534	S	54,429,923	S	48,289,60		
BEGINNING FUND BALANCE	9793/9795	\$	39,002,334	3	34,429,923	3	40,207,00		
Audit Adjustments/Other Restatements	9/93/9/93			•	49 290 606	\$	41,419.00		
ENDING FUND BALANCE		S	54,429,923	\$	48,289,606	3	41,419.00		
COMPONENTS OF ENDING FUND BALAN Nonspendable	NCE: 9711-9719	\$	1,112,282	S	1,112,282	S	1,112,28		
Restricted	9740	\$	23,071,718	S	23,071,718	S	23,071,7		
Committed	9750-9760		7.0	\$	-	S			
Assigned	9780	\$	•	\$	-	\$	-		
Reserve for Economic Uncertainties	9789	\$	16,774,910	s	16,700,464	\$	17,203,59		

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Downey Unified School District CSEA Unit I

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)	\$	335,498,197	\$	334,009,272	\$	344,071,838				
b.	Less: Special Education Pass-Through Funds	\$	•	\$	<u> </u>	\$	•				
c.	Net Expenditures, Transfers Out, and Uses	\$	335,498,197	\$	334,009,272	\$	344,071,838				
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)	\$	16,774,910	\$	16,700,464	\$	17,203,592				

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 16,774,910	\$ 16,700,464	\$	17,203,592
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 13,471,013	\$ 7,405,142	\$	31,416
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$	S	3-8
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	s	-
e.	Total Available Reserves	\$ 30,245,923	\$ 24,105,606	\$	17,235,008
f.	Reserve for Economic Uncertainties Percentage	9.02%	7.22%		5.01%

3. Do	unrestricted	reserves	meet the	state r	nınımum	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 CSEA Unit I

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	\$ 1,373,777
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (1,173,293)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (65,246)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (135,238)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ 151
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ <u> </u>
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (1,373,777)

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)?	\$ (1.251,164)	(0,4°o)	Please see First Interim Assumptions
Current FY Surplus/(Deficit) after settlement(s)?	\$ (4,572,611)	(1.400)	Please see First Interim Assumptions
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (6,140,317)	(1.8%)	Please see comment below
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (6,870,598)	(2.0%)	Please see comment below

Deficit Reduction Plan (as necessary):

The District's budget is conserve, it includes LCFF COLA at 2.48%. Recent estimates by the Legislative Analyst's Office (LAO) projects 2022-23 COLA at 5.35%, this increase represents to the District approximately \$5.7 million in additional base funding.

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.

MYP		Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	\$		
1st Subsequent FY Restricted, Page 5b	S		
2nd Subsequent FY Unrestricted, Page 5a	\$	(1,800,000)	Required one-time shifts, transfers or reduction in expenditures.
2nd Subsequent FY Restricted, Page 5b	S		E CONTRACTOR OF THE CONTRACTOR

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 July 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:	the state of the s	ease/(Decrease)
Revenues/Other Financing Sources	\$	13,037,789
Expenditures/Other Financing Uses	\$	16,559,720
Ending Balance(s) Increase/(Decrease)	\$	(3,521,931)
Subsequent Years	Rud	get Adjustment
Budget Adjustment Categories:		ease/(Decrease)
Revenues/Other Financing Sources	S	
Expenditures/Other Financing Uses	S	
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 ✓ I am unable to certify	/ /
Mr. M.	12/01/21
District Superintendent	Date
(Signature)	
I hereby certify I am unable to certify	
Constina aroson	12-10-21
Chief Business Official	Date
(Signature)	

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 I

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:
Same assumptions as First Interim report presented as a separate Board agenda item presented
for Board of Education at the December 14, 2021 meeting.
The District is in the process of identifying expenditure reductions/transfers or shifts from other sources
the required amount is \$7 million for current year followed by another \$8 million for 2022-23.
0 " " " " 11" " " 1 " 1 " 1 " 1 " 1 " 1
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 implies submitted to the Governing Board for public disclosure of the major print the "Public Disclosure of Proposed Collective Bargaining Agreement") AB 1200 and Government Code Sections 3540.2(a) and 3547.5.	ovisions of the agreement (as provided
District Name District Superintendent (Signature)	12/01/2/ Date
Christina Aragon Contact Person	(562) 469-6520 Phone
After public disclosure of the major provisions contained in this summary December 14, 2021, took action to approve the proposed agreement with the	
President (or Clerk), Governing Board (Signature)	Date
Special Note: The Los Angeles County Office of Education may request review the district's compliance with requirements	additional information, as necessary, to



VI. 2. APPROVE revisions to the Management and Confidential Salary Schedule, as reflected in proposed Administrative Regulation 5241, effective November 18, 2021.

Supporting Documents



scan1407

Downey Unified School District CLASSIFIED PERSONNEL

Effective: July 1, 2021

CLASSIFIED MANAGEMENT SALARY SCHEDULE

AR 5241

			Month	ly Salary Ste	ps		
CLASSIFICATION	RANGE	1	2	<u>3</u>	4	<u>5</u>	10
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	145	12,201	12,810	13,455	14,122	14,835	15,577
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 Occupational Therapist	119	6,466	6,787	7,137	7,488	7,859	8,252
Operations Supervisor	126	7,669	8,054	8,450	8,875	9,328	9,794
Personnel Analyst	122 121	6,951	7,304	7,669	8,054	8,450	8,873
Physical Therapist	126	6,787	7,137	7,488	7,859	8,252	8,664
Programmer Analyst	127	7,669	8,054	8,450	8,875	9,328	9,794
Public Information Officer	126	7,859 7,669	8,252	8,671	9,100	9,564	10,042
Public Relations Coordinator	105	4,593	8,054 4,826	8,450 5.064	8,875	9,328	9,794
Sr. Director, Budget & Finance	145	12,201	12,810	13,455	5,320	5,585	5,864
Sr. Director, Facilities Planning & Development	143	11,621	12,201	12,810	14,122	14,835	15,577
Student Information Systems Manager	129	8,252	8,671	9,100	13,455 9,564	14,122	14,828
Transportation Services Supervisor	122	6,951	7,304	7,669	8,054	10,042 8,450	10,544
True Lasting Connections Resource Ctr. Coord.	117	6,156	6,466	6.787	7,137	7,488	8,873 7,862
Warehouse Supervisor	112	5,451	5,720	6,010	6,305	6,624	6,955
100 march 200 p 2 1 1 2 2 1		0,401	3,720	0,010	0,505	0,024	0,955
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

Approved: 11/02/21, 12/14/21



VI. 3. APPROVE revisions to the Unclassified Salary Schedule, as reflected in proposed Administrative Regulation 5241.4, effective January 1, 2022.

Supporting Documents



scan1408

Downey Unified School District CLASSIFIED PERSONNEL

UNCLASSIFIED SALARY SCHEDULE

AR 5241.4

Effective Date: January 1, 2022

CLASSIFICATION	RANGE	Hourly Rates
Athletic Trainer	59	19.50
AVID Tutor	45	16.00
Lab Assistant	25	15.00
Music Specialist	25	15.00
Strength and Conditioning Coach	59	19.50
Student Helper	25	15.00
Writing Center Tutor	36	15.00

Board: 12/14/21



VI. 4. APPROVE revisions to the Student Supervision Assistant Salary Schedule, as reflected in proposed Administrative Regulation 5241.3, effective January 1, 2022.

Supporting Documents



scan1409

Downey Unified School District CLASSIFIED PERSONNEL

STUDENT SUPERVISION ASSISTANT

AR 5241.3

Effective Date: January 1, 2022

22 0 20 Can C	Hourly Salary Steps					
CLASSIFICATION	1	2	3	4	<u>5</u>	
Student Supervision Assistant	11.00	12.00	13.00	14.00	15.00	

Vision, Mission and Shared Values

VISION

All students graduate with a 21st Century Education that ensures they are college and career ready, globally competitive, and citizens of strong character.

MISSION

Downey Unified School District is committed to developing all students to be self-motivated learners and productive, responsible and compassionate members of an ever-changing global society. Our highly qualified staff foster meaningful relationships with students, parents, and the community while providing a relevant and rigorous curriculum in facilities that advance teaching and learning.

SHARED VALUES

STUDENT ACHIEVEMENT

We believe that all students must have access to a positive and challenging learning environment to guide and inspire them in realizing their individual potential and to ensure they graduate college and career ready.

TEACHING AND LEARNING

We believe that teachers must engage and motivate all students in learning, using a rigorous and relevant curriculum based on principles of 21st Century Learning.

BEST STAFF AND HIGH STANDARDS

We believe that highly qualified employees who reflect high moral and ethical character and consistently model a passion for education must be recruited, trained and retained.

POSITIVE SCHOOL CULTURE

We believe that a culture of understanding and mutual respect among all members of the learning community must be promoted in schools so that students grow academically and socially and develop as responsible citizens.

CLEAN AND SAFE SCHOOLS

We believe that learning environments must be clean and safe to promote high performance within the school community.

RELATIONSHIPS AND PARTNERSHIPS

We believe that partnerships and communication with parents and the community must be nurtured to optimize opportunities for learning and personal growth for students.

CONTINUOUS IMPROVEMENT

We believe that improvements and enhancements to all aspects of our program must be implemented based on performance data.

FISCAL AND OPERATIONAL STEWARDSHIP

We believe that efficiency, transparency and cost-effective practices must characterize District and school operations to ensure that resources are aligned and applied to achieve established goals.

2021-22 BOARD OF EDUCATION GOALS

- 1. Downey Unified will provide all students Early Child through Adult Transition with a comprehensive student support system that includes our ongoing commitment to student safety, wellness, and engagement via CHARACTER COUNTS! Positive Behavioral Interventions and Support (PBIS), and Social-Emotional Learning opportunities with a focus on student wellness and targeted mental health supports. Staff training will enhance our response to their social-emotional needs through utilization of available school resources and referral to appropriate mental health supports, including Mental Health and Wellness Centers located at each middle and high school.
- 2. Implement a robust technology integration model that utilizes one-to-one device instruction to facilitate engagement and provide opportunities for small group interventions.
- 3. Downey Unified will implement Career Technical Education (CTE) grant plans for Career Technical Education Incentive Grant (CTEIG), K12 Strong Workforce Program (K12 SWP), and Carl Perkins V. The focus will be on best practices that strengthen the sustainability through further development and implementation of essential pathway elements in elementary, middle school, and high school segments, as well as bring in grant resources to further expand our CTE pathways.
- 4. Implement a multi-faceted approach of Academic Interventions that would include Tier 1 (during class strategies from the classroom teacher) and Tier 2 strategies (intensive intervention strategies that occur outside the classroom period).
- 5. Downey Unified will continue to offer a comprehensive Visual and Performing Arts (VAPA) program (Early Childhood 12th Grade) with an emphasis on VAPA integration into our core academic program, including enrichment opportunities in music, visual and digital arts at the elementary level.
- 6. Develop and begin implementation of an equity plan that supports and provides resources to improve our practices in acknowledging and addressing issues of diversity, equity and inclusion.
- 7. Increase academic achievement for all students, including Local Control Accountability Plan (LCAP) designated high-needs students increasing the four-year college eligibility rate to 60% as measured by a-g completion for CSU/UC.
- 8. Downey Unified will obtain Division of the State Architect (DSA) approval for the Stauffer Middle School two-story building, begin construction of the Stauffer Middle School gym, and work toward completion of modernization at Doty, Griffiths and Sussman Middle Schools in 2021-2022. Begin updating the District Facility Master Plan to evaluate current, short-term and long-term facility needs with an emphasis on implementation of renewable resources.
- 9. Downey Unified will maintain the strong fiscal position that our District has achieved through the deliberate management and strategic oversight of state funding realities. Continue to use and refine Local Control Funding Formula (LCFF), Federal Funding and State and Federal one-time COVID-19 resources to implement the Local Control Accountability Plan (LCAP) enabling students to reach their full potential.
- 10. In an effort to reach Downey Unified's goal of growing to 23,000 students, we will augment our strategic marketing and public communication efforts, continue to expand our Global Language Academies of Downey (GLAD) and LEAP initiatives as well as explore additional innovative programs in alignment with recommendations from the Enrollment Growth Committee.