

Regular Board of Education Meeting

01/11/2022 05:00 PM

Downey Unified School District - Pace Education Center 9625 Van Ruiten Street Bellflower, California 90706



AGENDA

To connect to the meeting electronically see information below: https://dusd-net.zoom.us/j/88191416023?pwd=dW51c2pCaE5KN3pYU1pwcUE0aHFPQT09

Passcode: 654675

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

Webinar ID: 881 9141 6023 Passcode: 654675

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.

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 Mrs. Barbara R. Samperi, President of the Board of Education, at 5:00 p.m. on Tuesday, January 11, 2022, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California 90706.

2. FLAG SALUTE

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

3. INVOCATION

Invocation to be delivered by Mrs. Martha E. Sodetani, Vice President of the Board of Education.

4. ROLL CALL

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

5. ADOPT Agenda #11 for the Regular Meeting of the Board of Education held on January 11, 2022.



6. APPROVE Official Minutes of the Regular Board of Education Meeting held December 14, 2021, and the Special Board of Education Meeting held December 16, 2021, as submitted or with necessary corrections.

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- 7. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.
- 8. RECEIVE and ACCEPT the Audit Report on all District funds and accounts for the 2020-21 fiscal year as prepared by Eide Bailly, LLP, Certified Public Accountants. (under separate cover)
- RECEIVE and ACCEPT the Audit Report on the Building Fund (Measure O) for the 2020-21 fiscal year as prepared by Eide Bailly, LLP, Certified Public Accounts. (under separate cover)
- 10. 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.
- 11. HEAR Oral Communications from Members of the Board of Education and Superintendent.
- 12. HEAR Public on items not appearing on the Agenda.

II. CONSENT AGENDA

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

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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 Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-31 with Hillside Education Center from November 29, 2021 through June 30, 2022.
- 4. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202122-32 with Del Sol School from December 6, 2021 through June 30, 2022.
- 5. APPROVE Settlement Agreement for OAH Case No. 2021100267, Downey Unified School District Agreement No. 202122-376.
- 6. APPROVE Settlement Agreement for OAH Case No. 2021100669, Downey Unified School District Agreement No. 202122-401.
- 7. APPROVE Compromise and Release Agreement for DUSD Student, Agreement No.



202122-417.

8.	APPROVE proposed revisions to Board Policy 8570, Public Nature of Meetings.	38
9.	APPROVE proposed revisions to Board Policy 9260, Procedures During Meeting.	40
10.	RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from November 30, 2021 through December 14, 2021.	42
11.	RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of October 2021, covered by Payroll Orders issued through November 2021.	44
12.	RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20314596 and 20344459, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning November 1, 2021 and ending November 30, 2021.	46
13.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-320 with Avidex Industries, LLC, to supply and install audio/visual equipment at Downey High School, in the amount of \$35,769.02, to be charged to Measure O Bond Funds. (under separate cover)	
14.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-321 with Avidex Industries, LLC, to provide and install audio/visual equipment at Warren High School, in the amount of \$35,812.60, to be charged to Measure O Bond Funds. (under separate cover)	
15.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-322 with Netronix Integration, Inc., San Jose, to install Salto locks at Warren High School, in the amount of \$59,954.28, to be charged to Measure O Bond Funds. (under separate cover)	
16.	RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-346 with Connect.Flow.Grow to provide a staff wellness session at Sussman Middle School on December 17, 2021.	48
17.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-363 with Netronix Integration, Inc., San Jose, to perform remaining work to complete electronic gates at Griffiths Middle School, in the amount of \$15,251.92, to be charged to Measure O Bond Funds. (under separate cover)	
18.	RATIFY Agreement for Construction Services (Small Projects) No. 202122-367 with Jolt Electric, Inc., Rancho Cucamonga, to provide power for data for the marquee sign at Sussman Middle School, in the amount of \$6,855.00, to be charged to Measure O Bond Funds. (under separate cover)	



- 19. RATIFY Agreement for Construction Services (Small Projects) No. 202122-368 with Wolverine Fence Company, Inc., La Habra, to provide and install drop rods at Sussman Middle School, in the amount of \$4,000.00, to be charged to Measure O Bond Funds. (under separate cover)
- 20. RATIFY Agreement for Construction Services (Small Projects) No. 202122-369 with Wolverine Fence Company, Inc., La Habra, to provide and install chain link fence at Stauffer Middle School, in the amount of \$9,000.00, to be charged to Measure O Bond Funds. (under separate cover)
- 21. RATIFY Agreement for Construction Services (Small Projects) No. 202122-370 with Wolverine Fence Company, Inc., La Habra, to provide and install sliding gate and fencing at Griffiths Middle School, in the amount of \$29,181.25, to be charged to Measure O Bond Funds. (under separate cover)
- 22. RATIFY Agreement for Construction Services (Small Projects) No. 202122-372 with Century Paving, Inc., La Mirada, to pave area at Old River Elementary School, in the amount of \$41,000.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 23. RATIFY Agreement for Construction Services (Small Projects) No. 202122-373 with GB Landscape Design, Whittier, to provide materials and install a water line for irrigation at Unsworth Elementary School, in the amount of \$7,880.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 24. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-377 with Ro Health, LLC, to provide LVN services for Special Education student from September 22, 2021 through June 30, 2022.

25. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-378 with Dynamic Education Services, Inc., to provide Supplemental Academic Services/Tutoring for Special Education student from December 6, 2021 through June 3, 2022.

26. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-379 with Dynamic Education Services, Inc., to provide Supplemental Academic Services/Reading Intervention Program for Special Education student from November 22, 2021 through June 30, 2022.

- 27. RATIFY Agreement for Construction Services (Small Projects) No. 202122-380 with Hendrix Painting, Inc., Long Beach, to provide miscellaneous painting services at Carpenter and Gauldin Elementary Schools, in the aount of \$27,600.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 28. RATIFY Agreement for Construction Services (Small Projects) No. 202122-381 with KYA Services, LLC, Santa Ana, to provide and install synthetic turf around tree wells at Old River Elementary School, in the amount of \$15,788.64, to be charged to Deferred

60

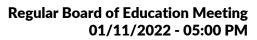
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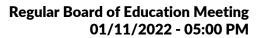
Maintenance Funds. (under separate cover)

- 29. RATIFY Agreement for Construction Services (Small Projects) No. 202122-382 with Pro-Craft Construction Inc., Redlands, to install filters in bottle fillers at the Downey Adult School, in the amount of \$4,154.08, to be charged to Adult School Funds. (under separate cover)
- 30. APPROVE Agreement for Construction Services (Small Projects) No. 202122-383 with KYA Services, LLC, Santa Ana, to provide and install synthetic turf in the Physical Education area at Doty Middle School, in the amount of \$34,631.45, to be charged to Measure O Bond Funds. (under separate cover)
- 31. RATIFY Agreement for Construction Services (Small Projects) No. 202122-384 with Jolt Electric, Inc., Rancho Cucamonga, to provide and install conduits and junction boxes in the gymnasium at Downey High School, in the amount of \$3,500.00, to be charged to Measure O Bond Funds. (under separate cover)
- 32. RATIFY Agreement for Construction Services (Small Projects) No. 202122-385 with George's Tree & Landscape Service, Downey, to trim trees at Imperial Elementary School and Warren High School, in the amount of \$2,450.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 33. RATIFY Agreement for Construction Services (Small Projects) No. 202122-386 with Wolverine Fence Company, Inc., La Habra, to provide and install handrails at the Downey Adult School, in the amount of \$25,375.00, to be charged to Adult School Funds. (under separate cover)
- 34. RATIFY Agreement for Construction Services (Small Projects) No. 202122-387 with Avidex Industries, LLC, Lake Forest, to provide and install data runs in the locker room at Sussman Middle School, in the amount of \$9,802.18, to be charged to Measure O Bond Funds. (under separate cover)
- 35. RATIFY Agreement for Construction Services (Small Projects) No. 202122-388 with Avidex Industries, LLC, Lake Forest, to provide and install cameras in the two-story classroom building at Sussman Middle School, in the amount of \$14,777.64, to be charged to Measure O Bond Funds. (under separate cover)
- 36. RATIFY Agreement for Construction Services (Small Projects) No. 202122-389 with Jolt Electric, Inc., Rancho Cucamonga, to provide power and data conduits for the marquee sign at Warren High School, in the amount of \$8,750.00, to be charged to Measure O Bond Funds. (under separate cover)
- 37. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-390 with Dynamic Education Services, Inc., to provide compensatory academic tutoring for Special Education student from November 29, 2021 through December 31, 2022.
- 38. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-391 with Gallardo Speech Pathology, Inc., to provide Speech and Language Independent



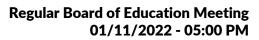


Educational Evaluation for Special Education from November 10, 2021 through March 2022.	1, 108
39. RATIFY Independent Contractor Agreement for Non-Construction Services No. 20212 392 with Haynes Family of Programs, S.T.A.R. Academy to provide Compensatory Educational Services for Special Education from July 1, 2021 through June 30, 2022.	
40. RATIFY Independent Contractor Agreement for Non-Construction Services No. 20212 393 with Claudia Cares Consulting, Inc., to provide Independent Educational Evaluation for Special Education from December 1, 2021 through April 30, 2022.	
41. RATIFY Independent Contractor Agreement for Non-Construction Services No. 20212 394 with Douglas W. Stephey, O.D., M.S. to provide vision therapy assessment for Spe Education Department from November 29, 2021 through February 28, 2022.	
42. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-395 with Dynamic Education Services, Inc., to provide reading intervention program for Special Education student from December 13, 2021 through March 31, 20	22. 156
43. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-396 with Dynamic Education Services, Inc., to provide supplemental academic services for Special Education student from December 13, 2021 through June 30, 2022	2. 168
44. APPROVE Agreement for Architectural Services No. 202122-398 with SGH Architects. Redlands, to provide architectural services for the new video scoreboards for Downey & Warren High Schools. (under separate cover)	
45. RATIFY Independent Contractor Agreement for Non-Construction Services No. 20212 399 with Dynamic Education Services, Inc., to provide Reading Intervention/Instruction services for Special Education student from December 16, 2021 through June 30, 2022	1
46. RATIFY Independent Contractor Agreement for Non-Construction Services No. 20212 400 with The Applied EQ Group, P.L.L.C., for Virtual Professional Development for parents from November 3, 2021 through November 17, 2021.	192
47. RATIFY the Supervised Internship Agreement No. 202122-403 between UMass Global and Downey Unified School District effective November 1, 2021 through November 1, 2024.	
48. APPROVE Amendment No. 1 to the Memorandum of Understanding with the County of Los Angeles - Department of Public Health, for the Department of Public Health Vaccin Administration Program with the Downey Adult School.	





49.	RATIFY Amendment No. 2 to the Clinic Services Agreement with PIH Health Physicians to amend the agreement term from December 3, 2021 through December 3, 2023.	217
50.	AUTHORIZE the advertisement for Bid #21/22-12 for the Pace Education Center and Ward Elementary School Fire Alarm Upgrades, to be charged to Measure O Bond Funds.	220
51.	AUTHORIZE the advertisement for Bid #21/22-13, Purchase of Brand-Specific Advanced Manufacturing Equipment and Related Supply Items for the K12 Strong Workforce Welding Program, to be charged to the K12 Strong Workforce Grant.	222
52.	REJECT the informal bid from Tricore Enterprises, Inc., dba Quiel School Signs, Agreement No. 202122-338, in the amount of \$122,000.00.	224
53.	ACCEPT and APPROVE the use of the Los Angeles Unified School District Bid #2000001557 for school and administrative furniture with Dave Bang Associates, Inc., Orange, in the anticipated annual amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of school and/or office furniture items, with the same advantages, terms and conditions.	226
54.	ACCEPT and APPROVE the use of the Wiseburn Unified School District Bid Package #3 for Sports Equipment for Routine and Deferred Maintenance with KYA Services, LLC, Santa Ana, in the anticipated annual amount of \$160,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of sports equipment items for routine and deferred maintenance with the same advantages, terms and conditions.	228
55.	APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-325 (Purchase Order #PO2W-22*1019) for the installation of internal power and low voltage wiring for the new portable buildings at the Downey Adult School with Jolt Electric, Inc., Rancho Cucamonga, in the increased amount of \$7,985.00, to be charged to Adult School Funds.	230
56.	APPROVE Change Order No. 1 to Construction Contract RFP #2017/2018-04, Sussman Middle School Modernization Project, with Swinerton Builders, Irvine, to extend the project completion date to September 30, 2021.	232
57.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-323, to provide door inspection/troubleshooting/repair services at Stauffer Middle School, with Miner, LTD, Bellflower, in the amount of \$3,007.19, 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.	239
58.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-157 for tree trimming services at Sussman Middle School with V&E Tree Service, Inc., Orange, in the final amount of \$19,500.00, to be charged to Restricted Maintenance	237





	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.	241
59.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-272 to install sewer and water points of connection at the Downey Adult School with Pro-Craft Construction, Inc., Redlands, in the final amount of \$57,232.41, 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.	243
60.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-196 to install audio/visual equipment at Sussman Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$40,747.36, to be charged to Measure O Bond 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.	245
61.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-198, to furnish and install District standard flooring in the boys and girls restrooms of the H-wing at Alameda Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$6,140.00, 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.	247
62.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-234 to install audio/visual equipment at Griffiths Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$2,937.71, 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.	249
63.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-273 to furnish and install audio/visual equipment at Sussman Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$22,543.93, 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.	251
64.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-323 for asphalt work for the new portable buildings at the Downey Adult School with Century Paving, Inc., La Mirada, in the final amount of \$21,400.00, 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.	050
	calcilidal days following the recording date.	253



65.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-325, installation of internal power and low voltage wiring for portable buildings at the Downey Adult School with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$19,505.00, to be charged to the 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.	255
66.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-327 to relocate seven CNG filling posts at the Transportation Services Department with Allsup Corporation, Upland, in the final amount of \$3,922.00, 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.	257
67.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-342, to repair and re-route a water line in the cafeteria kitchen area at Griffiths Middle School, with Erickson-Hall Construction Company, Escondido, in the final amount of \$16,479.03, 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.	259
68.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-372 for asphalt paving work at Old River Elementary School with Century Paving, Inc., La Mirada, in the final amount of \$41,000.00, 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.	261
69.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-373 for the installation of an irrigation water line at Unsworth Elementary School, with GB Landscape Design, Los Angeles, in the final amount of \$7,880.00, to be charged to the Deferred Maintenance Fund; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.	263
70.	ACCEPT as complete the exterior painting of Price and Ward Elementary Schools against Bid #20/21-04 with Color New Co., Woodland Hills, in the final amount of \$218,500.00, 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.	265
71.	ACCEPT as complete Request for Proposals #2017/2018-04, Construction and Lease-Leaseback Services for the Sussman Middle School Modernization Project, with Swinerton Builders, Irvine, in the final amount of \$43,599,137.00, 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. 🥖	267	
72. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.	269	
73. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Price Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,406 - \$4,147 per month, effective December 9, 2021.	308	
74. RATIFY the establishment of one new position with duties corresponding to the current classification of College and Career Technician, assigned to Downey High School, eight hours per day, eleven months per year, at range 165, \$4,351 - \$5,551 per month, effective December 10, 2021.	310	
75. RATIFY the establishment of one new position with duties corresponding to the current classification of College and Career Technician, assigned to Warren High School, eight hours per day, eleven months per year, at range 165, \$4,351 - \$5,551 per month, effective December 10, 2021.	312	
III. GENERAL ADMINISTRATIVE		
 APPROVE Resolution No. 202122-07, in support of Assembly Bill 75, the Kindergarten - Community Colleges Public Education Facilities Bond Act of 2022. 	314	
 ADOPT Emergency Resolution No. 202122-08, Governing Board Resolution for Emergency Resolution - Public Project, for the emergency repair of fencing and gas meter at Alameda Elementary School, to be paid from the Maintenance Fund. 	317	
HEAR presentation on the financial viability from Tim Carty and Jin Kim of Piper Sandler & Co. on the potential of a November 2022 Facilities Bond Measure.		
IV. SPECIAL ADMINISTRATIVE - Personnel		
 APPROVE Appendix A of the Master Agreement, School Calendars: Option #1 or Option #2 for the 2022-23 school year 	319	
and		
Option #1 or Option #2 for the 2023-24 school year		
V. ITEMS FOR FUTURE AGENDA		

VI. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Wednesday, February 9, 2022, at 5:00 p.m. in the Grace E. Horney Board Room of the



Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

VII. 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

VIII. ADJOURNMENT

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

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

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



I. 6. APPROVE Official Minutes of the Regular Board of Education Meeting held December 14, 2021, and the Special Board of Education Meeting held December 16, 2021, as submitted or with necessary corrections.

Supporting Documents



Minutes12-14



Minutes12-16



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

MEETING MINUTES

To connect to the meeting electronically see information below: https://dusd-net.zoom.us/j/82529686259?pwd=bWUrdWxiZGxGU05NaIFVTk8va1pzZz09 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.

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 5:04 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 was led by Ms. Nancy Swenson, Member of the Board of Education.



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

3. INVOCATION

Invocation was 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

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.

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

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

Martha Sodetani - Yes Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Calana Call

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

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.

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

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



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

handling.

There was no correspondence received.

9. ELECT officers of the Board of Education as follows:

President - Barbara R. Samperi Vice President - Martha E. Sodetani Clerk - Giovanna Perez-Saab

Motion made by: Nancy Swenson Motion seconded by: Linda Salomon Saldana 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

On behalf of the Board of Education, Mrs. Samperi presented a plaque to Mr. Morris for his hard work as President this past year.

The following presented certificates and/or proclamations to Mr. Morris recognizing his year of service as President:

Mayor Claudia Frometa from the City of Downey
Field Deputy Christopher Perez on behalf of Congresswoman Lucille Roybal-Allard
Assistant Field Deputy Vincent Morales on behalf of Los Angeles County Supervisor Janice Hahn
Field Representative Chad Oberly on behalf of Assemblymember Cristina Garcia
Board of Education President Mrs. Samperi on behalf of Senator Bob Archuleta

Mr. Morris expressed his thanks to everyone for their support this past year.

Mr. Morris recognized Mr. Corrin, retired Board Member, who is in attendance tonight.

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

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

Ad Hoc Committees

Enrollment Growth Committee - Mr. Morris, Mr. Rodriguez, Ms. Swenson Food Services Wellness Committee - Mrs. Samperi



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Return to School Committee - Mrs. Perez-Saab, Mr. Rodriguez, Mrs. Sodetani YMCA/DUSD Joint Facilities Use Committee - Mrs. Saldaña, Mrs. Samperi, Mrs. Sodetani

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

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.

Motion made by: Martha Sodetani Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

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

Board Members and Dr. Garcia thanked Mr. Morris on his past year of service as President and noted they are looking forward to working with President Samperi this year. Board Members shared the various events they attended this month.

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

The following public was heard regarding anti-vaccine child mandate:

Jang Lee Kavla Teran

II. CONSENT AGENDA

Motion made by: D. Mark Morris Motion seconded by: Martha Sodetani Voting:

D. Mark Morris - Yes



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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 November 2021.
- 2. RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
- 3. RATIFY 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.
- 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.
- 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.
- 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.



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- 12. APPROVE the Corrected Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first quarter of the 2021-22 school year.
- 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.
- 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.
- 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.
- 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.
- 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.
- 18. RATIFY Service Agreement No. 202122-170 with Gallagher Pediatric Therapy for Compensatory Occupational Therapy Services from July 12, 2021 through June 30, 2022.
- 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.
- 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 Department, in the amount of \$3,922.00, to



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be charged to Deferred Maintenance Funds. (under separate cover)

- 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 cover)
- 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.
- 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.
- 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.
- 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.
- 29. 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)
- 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.
- 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.
- 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.
- 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)



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



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- 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.
- 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.
- 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:
- 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.
- 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.
- 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.
- 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.
- 57. AWARD a Lease-Leaseback Preconstruction Contract against Request for Proposals #2021/2022-01 for



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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.

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



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



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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.

- 75. APPROVE the December 2021 budget transfers and adjustments for the 2021-22 fiscal year.
- 76. APPROVE the declaration and sale and/or recycling of District obsolete property and abate the income to the General Fund Account No. 01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account No. 13.0-53100.0-00000-00000-8631-0000000.
- 77. 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.
- 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).
- 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.
- 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).
- 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.
- 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).
- 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.
- 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.
- 86. APPROVE the revised duty statement for the classification of Registered Behavior Technician, effective December 15, 2021.

III. GENERAL ADMINISTRATIVE



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1. ADOPT Resolution No. 202122-06 regarding Designation of Specific Material, Product, Thing, or Service for Procurement (HAAS Automation, Inc. - Automated Machine Tool Building Equipment), effective December 14, 2021.

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

Nancy Swenson - Yes

2. APPROVE the revised renaming of Lynn L. Pace Education Center to Downey Virtual Academy at Lynn L. Pace Education Center effective July 1, 2021.

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

IV. SPECIAL ADMINISTRATIVE - Instruction

- 1. HEAR 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.
- 2. APPROVE the Annual Single Plan for Student Achievement and Title I School Parent Involvement Policy for 2021-22.

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



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Linda Salomon Saldana - Yes Nancy Swenson - Yes

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)

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

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.

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

2. APPROVE revisions to the Management and Confidential Salary Schedule, as reflected in proposed Administrative Regulation 5241, effective November 18, 2021.

Motion made by: Nancy Swenson Motion seconded by: Giovanna Perez-Saab Voting: D. Mark Morris - Yes



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

3. APPROVE revisions to the Unclassified Salary Schedule, as reflected in proposed Administrative Regulation 5241.4, effective January 1, 2022.

Motion made by: Jose Rodriguez

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

D. Mark Morris - Yes
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 Student Supervision Assistant Salary Schedule, as reflected in proposed Administrative Regulation 5241.3, effective January 1, 2022.

Motion made by: Linda Salomon Saldana 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

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.

IX. ADJOURNMENT

The Organizational Meeting of the Board of Eduction was adjourned at 6:55 p.m. in memory of Barbara



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Branco; Anthony Gabel; Kenneth Ganser; Herlinda Garcia; Dusty Haner; Brianna Selene Jimenez; Frank Marmin; Pete Rowe; Jovita Sandoval; Jeffrey Shipley; Salvador O. Vidrio; Garry Martin White, Jr.; and Jonathan Zack.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

Barbara R. Samperi, President	Giovanna Perez-Saab, Clerk



Special Board of Education Meeting 12/16/2021 - 10:00 AM

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MEETING MINUTES

To connect to the meeting electronically see information below: https://dusd-net.zoom.us/j/89982421187?pwd=Kyt4NHNQelpkZlZEWjdmQklPdE1MUT09 Passcode: 015989

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

Webinar ID: 899 8242 1187 Passcode: 015989

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.

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

Barbara Samperi, Board President Martha Sodetani, Board Vice President Giovanna Perez-Saab, Board Clerk D. Mark Morris, 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 Mrs. Barbara R. Samperi, President of the Board of Education, at 10:00 a.m. on Thursday, December 16, 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. Martha E. Sodetani, Vice President of the Board of Education.

3. INVOCATION



Special Board of Education Meeting 12/16/2021 - 10:00 AM

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

Invocation was delivered by Ms. Nancy A. Swenson, Member of the Board of Education.

4. ROLL CALL

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

5. ADOPT Agenda #10 for the Special Meeting of the Board of Education held on December 16, 2021.

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

Linda Salomon Saldana - Yes Nancy Swenson - Yes

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

There was no correspondence to be received.

7. HEAR Public on items appearing on the Agenda.

There was no one to be heard on items appearing on the Agenda.

The Board of Education recognized Dianne Lumsdaine, Personnel Commissioner, who was in attendance.

II. GENERAL ADMINISTRATIVE

1. APPROVE the Downey Unified School District Educator Effectiveness Funds Plan.

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

Barbara Samperi - Yes

Martha Sodetani - Yes



Special Board of Education Meeting 12/16/2021 - 10:00 AM

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

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

- 2. REVIEW proposed revisions to Board Policy 8570, Public Nature of Meetings.
- 3. REVIEW proposed changes to Board Policy 9260, Procedures During Meetings.

III. ITEMS FOR FUTURE AGENDA

IV. NEXT MEETING

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

V. CLOSED SESSION:

The Board of Education retired into Closed Session at 10:13 a.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classifiled Management, Discipline/Dismissal/ Release, Negotiations, Threat to Public Services or Facilities (Government Code Section 54957), Conference with Real Property Negotiators - Possible Joint Use Agreement with the YMCA at Sussman Middle School, and Conference with Real Property Negotiators - 11525 Brookshire Avenue and 11500 Dolan Street, Downey, California, and returned into Open Session at 12:14 p.m.

During its recently concluded Closed Session, the Board of Education voted unanimously to approve the suspension of Employee Number HQ6220118.

VI. ADJOURNMENT

The Special Meeting of the Board of Education was adjourned at 12:17 p.m.

DOWNEY UNIFIED SCHOOL DISTRICT
Board of Education

Barbara R. Samperi, President

Giovanna Perez-Saab, Clerk



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

Supporting Documents



January

Downey Unified School District

Office of the Superintendent

DATE: January 11, 2022 TO: Board of Education

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

SUBJECT: GIFT DONATIONS

ACTION ITEM

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

- 1. Donation of \$2,000.00 from Wendy L. Doty, Ed.D., to be used in support of the ASB Student Senate and ASB Special Site Account at Doty Middle School;
- 2. Donation of a 7.5 foot artificial lighted Christmas tree from Brent Shubin, to be used in support of the Winter Concert, Community Holiday Dinner and Staff Breakfast at Doty Middle School;
- 3. Donation of \$1,000.00 from the Ellen and Clarence Peterson Foundation, to be used in support of the girls' soccer program at Downey High School;
- Donation of 20 \$25.00 gas cards for needy families from Kiwanis Club of Downey, value determined by donor to be \$500.00, to be used in support of the TLC Family Resource Center;
- 5. Donation of 10 \$25.00 gas cards for needy families from Leslie Jones, value determined by donor to be \$250.00, to be used in support of the TLC Family Resource Center;
- 6. Donation of Christmas gifts for three needy families from Melissa Canham, value determined by donor to be \$3,000.00, to be used to support the TLC Family Resource Center Adopt a Family Program;
- 7. Donation of holiday gifts for needy families from Cesar and Edith Larios, value determined by donor to be \$2,000.00, to be used to support the TLC Family Resource Center Adopt a Family Program;
- 8. Donation of Christmas gifts for needy families from Nancy Swenson, value determined by donor to be \$550.00, to be used to support the TLC Family Resource Center Adopt a Family Program;

- 9. Donation of Christmas gifts for needy families from Marcela Salazar, value determined by donor to be \$160.00, to be used to support the TLC Family Resource Center Adopt a Family Program;
- 10. Donation of Christmas gifts for needy families from the Downey Unified Speech Language Pathologists, value determined by donor to be \$800.00, to be used to support the TLC Family Resource Center Adopt a Family Program;
- 11. Sponsorship donation of \$1,000.00 for the Healthy Downey 5K for TLC from Rotary Club of Downey, to be used in support of the TLC Family Resource Center;
- 12. Sponsorship donation of \$1,500.00 for the Healthy Downey 5K for TLC from Eleanor K. Eck, to be used in support of the TLC Family Resource Center;
- 13. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from CSEA Chapter #746, to be used in support of the TLC Family Resource Center;
- Sponsorship donation of \$100.00 for the Healthy Downey 5K for TLC from Gary and Patricia McCaughan, to be used in support of the TLC Family Resource Center;
- 15. Sponsorship donation of \$100.00 for the Healthy Downey 5K for TLC from Ralph and Judith Reynolds, to be used in support of the TLC Family Resource Center;
- 16. Sponsorship donation of \$250.00 for the Healthy Downey 5K for TLC from the Law Office of Alexis Saab, to be used in support of the TLC Family Resource Center;
- 17. Sponsorship donation of \$1,500.00 for the Healthy Downey 5K for TLC from the City of Downey, to be used in support of the TLC Family Resource Center.

SUPERINTENDENT'S RECOMMENDATION:

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



Conferences

Downey Unified School District Office of the Superintendent

DATE:

January 11, 2022 Board of Education

TO: FROM:

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

SUBJECT:

CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

<u>First</u>	Last	Position	Dates		Conference Title	Location
Susana	Zamarripa	School Psychologist	4/15/2021	4/16/2021	16th Annual School Neuropsychology Conference	
Kendra	Creed	Adaptive Physical Education	11/4/2021	11/6/2021	50th National Adapted Physical Education Confer	en Virtual
Ruby	Zapien	Adaptive Physical Education	11/4/2021		50th National Adapted Physical Education Confer	
Ashley	Greaney	Public Information Officer	1/19/2022		SSCAL Governor's Budget Workshop	Garden Grove

SUPERINTENDENT'S RECOMMENDATION:

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



II. 8. APPROVE proposed revisions to Board Policy 8570, Public Nature of Meetings.



Supporting Documents



BP 8570 Draft

Downey Unified School District

BYLAWS OF THE BOARD OF EDUCATION

PUBLIC NATURE OF MEETINGS

BP 8570

It shall be the policy of the Board of Education to conduct its activities in such a manner as to keep the public informed of its policies. All meetings of the Board shall be open to the public and the press.

The Board encourages citizens to attend its meetings and welcomes their views on pertinent subjects. Such attendance, however, does not in itself guarantee participation in the discussion at hand.

Certain rules have been established to facilitate oral presentations prior to action by the Board.

Method of Addressing the Board

- Advance Written Request A person who wishes to address the Board shall make his/her request in writing to the Secretary of the Board before the meeting.
- 2. Request During Meeting If no advance notice or request has been made, a person who wishes to address the Board of Education may so indicate in writing on the form provided. During the meeting at the time the agenda item is presented for consideration by the President of the Board, the person giving such written notice shall rise and, when recognized by the President, state his/her name, address, and the subject of his/her remarks.
- 3. Delegations Wishing to be Heard Whenever delegations come before the Board requesting a hearing regarding an issue being decided by the Board, those procedures listed in BP 9260 will be followed.
- 4. Questions and Comments by the Board and the Superintendent Members of the Board of Education and the Superintendent may interrogate a speaker through the presiding officer for clarification of the speaker's remarks.
- 5. Anyone speaking to the Board may not speak for more than five (5) three (3) minutes unless that time limit is waived by the Board President or a majority of the Board, not exceeding a twenty (20)-minute time limit on one agenda item and 30 minutes for public non-agenda items. No speaker may transfer his/her five (5) three (3) minute speaking time to another speaker.

Adopted: 1/4/62, 11/17/92 1 of 1



II. 9. APPROVE proposed revisions to Board Policy 9260, Procedures During Meeting.



Supporting Documents



BP 9260

Downey Unified School District

INTERNAL BOARD OPERATIONS

PROCEDURES DURING MEETINGS

BP 9260

It shall be the policy of the Board of Education that all citizens including school district employees and pupils are invited to attend meetings of the Board of Education at all times. In order to preserve the democratic process through orderly discussion, the following procedures shall be followed by the Board:

- After the meeting has been officially opened the President of the Board or the presiding officer shall briefly state the position of the Board. If official action on the issue has not yet been taken the President may so state and may summarize briefly the arguments for and against the issue to be decided.
- 2. The Secretary of the Board of Education shall secure the names of all those persons wishing to be heard before the Board on the form provided for that purpose prior to the time the agenda item is presented by the President of the Board for consideration. The President of the Board shall exercise his/her sole discretion in recognizing persons rising to be heard without prior written notice unless otherwise directed by a majority vote of the Board.
- 3. After the speakers for and against the issue have been heard the President shall indicate that questions pertaining directly to the issue involved will be answered by the Board. Anyone speaking to the Board may not speak for more than five (5) three (3) minutes unless that time limit is waived by the Board President or a majority of the Board, not exceeding a twenty (20)-minute time limit on one agenda item and 30 minutes for public non-agenda items. No speaker may transfer his/her five (5) three (3) minute speaking time to another speaker.
- 4. All petitions to the Board shall be considered only if presented to the Secretary (Superintendent) in writing in time to be placed on the agenda. Petitions not presented in time shall be considered at the next regular meeting called for consideration of the request.
- 5. Undue interruption or other interference with the orderly conduct of Board of Education business cannot be allowed. Defamatory or abusive remarks are always out of order. The Chair may terminate the speaker's privilege of address if, after being called to order, he/she persists in improper conduct or remarks.

Adopted: 1/4/62, 11/17/92 1 of 1



II. 10. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2021-22 fiscal year from November 30, 2021 through December 14, 2021.

Supporting Documents



scan1416

DOWNEY UNIFIED SCHOOL DISTRICT 2021-22 PURCHASE ORDER LISTING FOR NOVEMBER 30, 2021 - DECEMBER 14, 2021

	PREFIX	FROM	ТО	
FUND 01.0 GENERAL \$4,930,721.04	PO1 PO2W PO3W	220000000007 210000001497 220000000517	22000000305 220000001368 220000002160	
FUND 01.1 SELPA ADMIN UNIT \$15,771.62	PO2W PO3W	220000001226 220000001990	220000001249 220000002122	
FUND 01.2 SELPA - DHH \$350,000.00	PO2W	22000000184	22000000184	
FUND 11.0 ADULT EDUCATION \$252,240.95	PO2W PO3W	220000000870 220000001955	220000001353 220000002137	
FUND 13.0 CAFETERIA FUND \$39,228.03	PO2W PO3W	220000001271 220000001538	220000001271 220000002124	
FUND 14.0 DEFERRED MAINTENANCE \$404,228.00	PO2W	22000000128	220000001328	
FUND 21.0 BUILDING FUND \$32,730,709.39	CT PO2W PO3W	210000000007 220000000498 220000001816	210000000007 220000001347 220000002150	
FUND 25.0 CAPITAL FACILITIES FUND \$310,200.60	PO2W	22000001310	220000002073	
FUND 40.0 SPECIAL RESERVE FOR CAPITAL OUTLAY \$55,825.00	PO2W	22000001160	220000001160	
FUND 67.0 SELF INS PROPERTY/LIABILITY \$37,819.66	PO2W	22000001263	220000001263	
FUND 67.1 SELF INS WORKERS' COMP \$54,096.79	PO2W	220000000416	220000001308	



II. 11. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of October 2021, covered by Payroll Orders issued through November 2021.

Supporting Documents



scan1417

DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

January 11, 2022

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Michael Martinez, Senior Director, Budget and Finance

SUBJECT: PAYROLL ORDERS

ACTION ITEM

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

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #301-N		1,227.40				
Reg. #H1H-C	2,591.50					
Reg. #H1H-N	255,661.30	14,931.32	51,658.25	1,329.95	104,834.33	
Reg. #E4H-N		176,433.77	8,612.22		886.03	
Reg. #H1I -C	2,439.00					
Reg. #H1I-N	278,316.26	17,541.43	51,007.68	1,363.87	109,480.89	

TOTAL

\$1,078,315.20



II. 12. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20314596 and 20344459, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning November 1, 2021 and ending November 30, 2021.

Supporting Documents



scan1418

DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE:

January 11, 2022

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 20314596 and 20344459 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning November 1, 2021 and ending November 30, 2021:

General Fund (01.0)	Total	4,306,722.70
SELPA Administrative Unit Fund (01.1)	Total	15,233.70
SELPA Programs Fund (01.2)	Total	72.413.80
SELPA Pass Through Fund (10.0)	Total	5,029,741.49
Adult Education Fund (11.0)	Total	238,695.16
Cafeteria Fund (13.0)	Total	324,154.86
Deferred Maintenance Fund (14.0)	Total	216,158.64
Building Fund (21.0)	Total	1,138,207.72
Reserve for Capital Outlay Fund (40.0)	Total	60,246.37
Special Reserve Technology Fund (40.2)	Total	4,445.32
Workers' Comp. Self-Insurance Fund (67.1)	Total	58,978.63
Health Care Self-Insurance Fund (67.2)	Total	1,574,516.55
Dental Care Self-Insurance Fund (67.3)	Total	156,319.17
Vision Care Self-Insurance Fund (67.4)	Total	25,606.47
Retirement Medical Self-Insurance Fund (67.5)	Total	12,153.62
Payroll Clearance Fund (76.0)	Total	1,520,767.51



II. 16. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-346 with Connect.Flow.Grow to provide a staff wellness session at Sussman Middle School on December 17, 2021.

Supporting Documents



scan1419

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 19, 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:

Services	. The Contract	tor shall furni	sh to the	District _co	nduct a staff	wellness sess	sion at
Sussman	Middle School or	December 17	, 2021.				
							-

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

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

- Term. Contractor shall commence providing Services under this Agreement on <u>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
- 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
- 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:
 - material violation of this Agreement by the Contractor; or 14.1.1.
 - any act by Contractor exposing the District to liability to others for 14.1.2. 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, lab ties, 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 therets 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 remibursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

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

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

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

16.6. Other Insurance Provisions:

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

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

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

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

If to District

Downey Unified School District ATTN: Darren Purseglove,

Director of Purchasing & Warehouse

11627 Brookshire Avenue Downey, CA 90241

FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

If to Contractor

Name:_	Connect.Flow.Grow
ATTN:	Lynn Jimenez
ADDRES:	S: 133 E. River Ave
	Drange CA 92866
FAX:	3
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 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. 202122-346

below. CONTRACTOR: DISTRICT: Date: Date: ____ Connect Flow Grow **Downey Unified School District** SIGNATURE SIGNATURE Lynn Jimenez Christina Aragon Associate Superintendent, Business PRINT NAME Services Information regarding Contractor: Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Mene 2 Title: Frunder Address: Email: _ Phone: District use only below line Account number to be charged: Name and Title of site Administrator - Please print Signature Date Signature of Program Director ONLY if using categorical funds Date

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

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: 12/15/21					
District Representative's Name and Title: Connie Owntero, Ed.D., Principal, Syssman Middle School					
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.	202122-346
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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: 121121	
Name of Contractor:	Connect.Flow.Grow
Signature:	Y
Representative's Name and Title:	Lynn Jimenez, Furinder

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

END OF DOCUMENT



II. 24. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-377 with Ro Health, LLC, to provide LVN services for Special Education student from September 22, 2021 through June 30, 2022.

Supporting Documents



202122-377 Ro Health, LLC

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

Thi October 25				("Agreement") nified School Dis		
Ro Health, LLC				or"). The District		
collectively	be referred to a					,
contract v	IEREAS, the Distrivith and employ a economic, account lly trained and exp	any persons f ting, engineer	or the furnising, legal or a	hing of special s dministrative ma	ervices and atters, if those	advice in e persons
to contrac	HEREAS, the District with and emplosed amount is no in 2021.	y any person	s for the furr	ishing of non-co	nstruction se	ervices, if
WI	HEREAS, the Distr	ict is in need	of those servi	ces and/or advice	е.	
perform ti	HEREAS, the Conne services require the in this Agreement	ed by the Dist	ecially trained rict, and those	i and experience e services are nee	ed and comp eded on a lim	petent to ited basis
NO	W, THEREFORE,	the Parties ag	ree as follows	s:		
1. Servi	ces. The Contrac	tor shall furni	sh to the Dist	rict LVN services t	to support stud	ent
	during the schoo					
	*					
(Terror and Terror						
(SOW if the	es, as described a). The SOW falls re are any conflict District Agreeme	under the sco ing terms bet	pe of and is goween the SO	overned by the I W and the Distric	District Agree	ment, an
p	caiSTRS/CaiPER ension system, e California Public	.g., California	State Teach	ers' Retirement S	System ("Cal	STRS") or

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

- 2. Term. Contractor shall commence providing Services under this Agreement on September 22 , 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 seventy-five thousand Dollars (\$75,000.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. CalSTRS/CalPERS: If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
- 5. Equipment and Materials. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
- 6. Independent Contractor. The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

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

14. Termination.

- **14.1 With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - **14.1.1.** material violation of this Agreement by the Contractor; or
 - **14.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or

Agreement No. 202122-377

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

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

- 14.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.
- **14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 15.Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

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

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

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

16.6. Other Insurance Provisions:

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

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

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

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

If to District

Downey Unified School District

ATTN: Darren Purseglove,
Director of Purchasing & Warehouse
11627 Brookshire Avenue

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

EMAIL: dpurseglove@dusd.net

If to Contractor

Name: Ro Health, LLC

ATTN: Lisa Butts

ADDRESS: 340 S Lemon Ave. #1884

Walnut, CA 91789

FAX: 888-607-2889

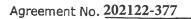
EMAIL: contracts@rohealth.com

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 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.

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

SIGNATURES ON FOLLOWING PAGE





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

DISTRICT:	CONTRACTOR:
Date:	Date:
Downey Unified School District	Company: Ro Health, LLC
SIGNATURE	SIGNATURE
Christina Aragon Associate Superintendent, Business Services	Jeff Widmyer
	PRINT NAME
	President
	PRINT TITLE
Information regarding Contractor: Have you ever paid into or are you a retiree Contact Name: Jeff Widmyer Address: 1900 W Nickerson St. #200 Seattle, WA 98119	Title: CEO Email: jwidmyer@rohealth.com
District use	only below line
Rebekah Ruwick, Director of Special Educa Name and Title of site Administrator – Please pri	ation
Signature	Date
Signature of Program Director ONLY if using cate	egorical 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

☐ 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.

of a serious or violent felony, as defined by the California Penal Code; OR

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

Date:	140
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.

11/15/2021 Date:	
Name of Contractor: Ro Health, LL	C
Signature:	
Representative's Name and Title:	Jeff Widmyer, President/CEO

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. 202122-378 with Dynamic Education Services, Inc., to provide Supplemental Academic Services/Tutoring for Special Education student from December 6, 2021 through June 3, 2022.

Supporting Documents



202122-378 Dynamic Education

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 23, 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:

	Tutoring, r	ot to e	xceed 4	6 nour	s.		<u>·</u>			 	
-	Andrew Control	-			(mm)	Name (•	
					- Constanting				 		

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

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

- 2. Term. Contractor shall commence providing Services under this Agreement on December 6 , 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 \$3,680.00 ____, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. CalSTRS/CalPERS: If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
- 5. Equipment and Materials. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
- 6. Independent Contractor. The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- 7. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

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

14. Termination.

- **14.1 With Cause by District**. District may terminate this Agreement upon giving of written notice of Intention to terminate for cause. Cause shall include:
 - **14.1.1.** material violation of this Agreement by the Contractor; or
 - **14.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

- 14.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.
- 14.3 Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 15.Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

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

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

Date:	11/23/2021	
District	Representative's Name and Title:	Dr. Tangela R. Diggs, Program Administrator
Distric	t 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 it
- **16.6.1.3.** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- **16.6.2.** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- **16.6.3.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 16.6.4. Contractor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.
- 16.7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.
- 17.Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- **18.Compliance with Laws; Effect of Noncompliance.** Contractor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a

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

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

ATTN: Jonas Maceda

ADDRESS: 2510 E. Jamison St.

Anaheim, CA 92806

FAX: 714-333-4030

EMAIL: jonas@dynamicedservices.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



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

DISTRICT:	CONTRACTOR:				
Date:1/11/2021	Date: 11/24/2021				
Downey Unified School District	Company: Dynamic Education Services, Inc. Jonas Maceda PRINT NAME CEO/Director PRINT TITLE				
SIGNATURE					
Christina Aragon Associate Superintendent, Business Services					
Information regarding Contractor: Have you ever paid into or are you a retiree of	OTTO ID.				
	Title: CEO/Director				
	Email: jonas@dynamicedservices.net				
District use on	Phone: 714-823-3361				
Account number to be charged: 01.0-65000.0-57	600-31400-5816-7430000				
Rebekah Ruswick, Director of Special Education Name and Title of site Administrator – Please print					
Rebekah Ruswick					
Signature	Date				
Signature of Program Director ONLY if using categor	rical funds Date				

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

Date: 11/23/2021

	District Representative's Name and Title: Dr. Tangela R. Diggs, Program Administrator
	District Representative's Signature: Tangela Diggs
	0 00
	☐ The following Contractor Parties have more than limited contact with District dents (as determined by District) during the Term of this Agreement:
[At	tach and sign additional pages, as needed.]
	☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; OR
	If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.
	As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
	Date:
	District Representative's Name and Title:
	District Representative's Signature:
No	Services shall commence until such determinations by DOJ and FBI has been made.

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

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

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: 11/24/20	21
Name of Contractor:	Dynamic Education Services, Inc.
Signature:	Jonas Maceda
Representative's Nam	e and Title: 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. 26. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-379 with Dynamic Education Services, Inc., to provide Supplemental Academic Services/Reading Intervention Program for Special Education student from November 22, 2021 through June 30, 2022.

0

Supporting Documents



202122-379 Dynamic Education

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 22, 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 Contr	actor shall fur	nish to th	e District	SAS/I	Reading	Intervention F	rogram
			onthly session lo						
	hours and 3	3 - 8 program	n: not to exceed	60 hours.	(120 hours	total)		-	
			• rocks		-	H 1			

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

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

- 2. Term. Contractor shall commence providing Services under this Agreement on November 22 , 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 \$\frac{13,800.00}{}, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. CalSTRS/CalPERS: If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
- 5. Equipment and Materials. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
- 6. Independent Contractor. The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

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

14. Termination.

- **14.1 With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - **14.1.1.** material violation of this Agreement by the Contractor; or
 - **14.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

- **14.2 Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.
- **14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 15.Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

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

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

Date:	11/22/2021		
District	Representative's Name and Title:	Dr. Tangela R. Diggs	
Distric	t Representative's Signature:	Tangela 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 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 E. Jamison St.

 Anaheim, CA 92806

 FAX:
 714-333-4030

 EMAIL:
 jonas@dynamicedservices.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. <u>202122-379</u>

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

DISTRICT:	CONTRACTOR:				
Date:	Date: 11/24/2021				
Downey Unified School District	Company: Dynamic Education Services, Inc. Jonas Wacsda SIGNATURE				
SIGNATURE					
Christina Aragon	Jonas Maceda				
Associate Superintendent, Business Services	PRINT NAME				
Services	CEO/Director				
	PRINT TITLE				
Information regarding Contractor:					
Have you ever paid into or are you a retiree	of CalSTRS/CalPERS? Yes No XX				
Contact Name: Jonas Maceda	Title: CEO/Director				
Address: 2510 E. Jamison Street	Email:jonas@dynamicedservices.net				
Anaheim, CA 92806	Phone: 714-823-3361				
	,				
District use	only below line				
04.0.05200	0.50400.24500.5004.7420000				
Account number to be charged:01.0 65360.	.0 50100 31500 5804 7430000				
Rebekah Ruswick, Director of Special Edu	cation				
Name and Title of site Administrator – Please prir					
Rebekak Rusvick					
Signature	Date				
. we					
Signature of Program Director ONLY if using cate	gorical funds Date				

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

The state of the s			
Date: 11/22/2021			
District Representative's Name and Title: Dr. Tangela Diggs, Program Administrator District Representative's Signature: Tangela Diggs			
B. The following Contractor Parties have more than limited contact with District students (as determined by District) during the Term of this Agreement:			
[Attach and sign additional pages, as needed.]			
☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; OR			
☐ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.			
As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.			
Date:			
District Representative's Name and Title:			
District Representative's Signature:			
No Services shall commence until such determinations by DOJ and FBI has been made.			

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

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

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

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

Date:11/24/2021				
Name of Contractor:	Dynamic Education Services, Inc.			
Signature: Jonas Maceda				
Representative's Name and Title:	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. 37. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-390 with Dynamic Education Services, Inc., to provide compensatory academic tutoring for Special Education student from November 29, 2021 through December 31, 2022.

Supporting Documents



202122-390 Dynamic Education_Redacted

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

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 8/20/2021

- 2. Term. Contractor shall commence providing Services under this Agreement on November 29 , 20_21 , and shall continue through December 31 ,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.
- - 4.1. 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 falthfully 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. [FREQUIRED 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	1
District Representative's Signature:	

16.6. Other Insurance Provisions:

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

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

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

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

If to District

Downey Unified School District

ATTN: Darren Purseglove,

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

FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

If to Contractor

Name: Dynamic Education Services, Inc.

ATTN: Jonas Maceda

ADDRESS: 2510 East Jamison Street

Anaheim, CA 92806

FAX:

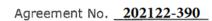
EMAIL: jonas@dynamicservices.net

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.

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

SIGNATURES ON FOLLOWING PAGE





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

DISTRICT:	CONTRACTOR: Date: 11/29/2021 Company: Dynamic Education Services, Inc. Jonas Maceda Digitally signed by Jonas Maceda Date: 2021.11.30 13:55:06-08'00'	
Date:1/11/2022		
Downey Unified School District		
SIGNATURE	SIGNATURE	
	Jonas Maceda	
Christina Aragon Associate Superintendent, Business	PRINT NAME	
Services	CEO/Director	
	A A A MANAGE MAN	
	PRINT TITLE	
Information regarding Contractor: Have you ever paid into or are you a retire Contact Name: Jonas Maceda	ree of CalSTRS/CalPERS? Yes No XX Title: CEO/Director	
Address: 2510 E. Jamison Street	Email: jonas@dynamicedservices.net	
Anaheim, CA 92806	714-823-3361 Phone:	
Account number to be charged: 01-0-65000.0-5	se only below line 57600-11800-5816-7430000	
Rebekah Ruswick, Director of Special Education		
Name and Title of site Administrator – Please	print	
Rebrkah Ruswick		
Signature	Date	
Signature of Program Director ONLY if using co	categorical funds Date	

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

A.

Contractor and the Contractor Parties, if any, will always only have supervised or no contact with District students (as determined by District) during the Term of this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. Date: District Representative's Name and Title: District Representative's Signature: B. <a>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 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 T	itle:
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

as defined by the California Penal Code.

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:	11/30/2021			
Name	of Contractor:	Dynamic Educa	ation Services, Inc.	
Signat	longo	Maceda	Digitally signed by Jonas Maceda Date: 2021.11.30 13:55:24 -08'00'	
Representative's Name and Title:		e and Title:	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. 38. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-391 with Gallardo Speech Pathology, Inc., to provide Speech and Language Independent Educational Evaluation for Special Education from November 10, 2021 through March 1, 2022.

Supporting Documents



202122-391 Gallardo Speech Pathology

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of November 10, 2021, between the **Downey Unified School District** ("District") and Gallardo Speech Pathology, 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:

L.	. Services. The Contractor shall furnish to the District Speech and Language Independent					
	Educationa	Evaluation (to include student observation, interviews, assessments, recommendations	5.			
	and IEP me	eting attendance)				
	を受けるというできません。 では、これでは、これでは、これでは、これでは、これでは、これでは、これでは、これ					

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

DACE 1

- 2. Term. Contractor shall commence providing Services under this Agreement on November 10 , 202 , and shall continue through March 1 ,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 \$2,300.00 , inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. 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

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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 Partles 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:	11/20/2021
Distric	t Representative's Name and Title: Dr. Tangela R. Diggs,
Distri	ct 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 warrantles 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 sult 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;
 - 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 prepald, 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: 6	Sallardo Speech Pathology, Inc.
ATTN:	Elizabeth Gallardo
ADDRESS	201 E Capella Ave
	La Habra. Ca 90631
FAX:	Phone 562-565-5107
EMAIL:	egallardoslpbcba@gmail.com

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

- 21.Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 22.No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

SIGNATURES ON FOLLOWING PAGE





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

DISTRICT:	CONTRACTOR:			
Date: 1/11/2022	Date: 1123 202			
Downey Unified School District	Company: Gallardo Speech Pathology, Inc.			
SIGNATURE	SIGNATURE			
Christina Aragon Associate Superintendent, Business Services	PRINT TITLE			
Information regarding Contractor:				
Have you ever paid into or are you a retire	ee of CalSTRS/CalPERS? Yes No			
Contact Name: Character Cyller	1 1 1 1			
Address: 201 E. Capella Ac	Email:			
	Phone: 0/2 505 5107			
Maria and Times and Maria all Aller and Aller Al	- Manuscration and the second			
District us	se only below line			
count number to be charged: 01.0-65000.0	0-57600-11800-5816-7430000			
Dobalrah Dugwiak Dinaston of Special Educa	ation			
Rebekah Ruswick, Director of Special Educ				
	i i			
rbekah Ruswick	11/10/2021			
gnature	Date			
gnature of Program Director ONLY if using Co	ategorical 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. If 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: 11/10/2021
District Representative's Name and Title: Dr. Tangela R. Diggs
District Representative's Signature:
B. (1) 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.]
on 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: 11/10/2021
District Representative's Name and Title: Dr. Tangela R. Diggs
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: 1/23/2021	
Name of Contractor:	Gallardo Speech Pathology, Inc
Signature:	
Representative's Name and Title:	thrapath Callardo Orietar

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

END OF DOCUMENT



II. 39. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-392 with Haynes Family of Programs, S.T.A.R. Academy to provide Compensatory Educational Services for Special Education from July 1, 2021 through June 30, 2022.

Supporting Documents



202122-392 Haynes Family of Programs

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of July 1______, 2021, between the **Downey Unified School District** ("District") and Haynes Family of Programs, S.T.A.R. Academy ("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 Compensatory educational services			
in the areas of academics for up to 30.35 hours; and language and speech for up to 14.49 hours to				
be used at the discretion of the parents. (RyaCif 728809)				

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.

Agreement No. <u>202122-392</u>

- 2. Term. Contractor shall commence providing Services under this Agreement on July 1 , 20 21 , and shall continue through June 30 ,20 22 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement. This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
- 4. Compensation. District compensation to the Contractor shall not exceed five thousand two hundrer Dollars (\$5,250.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. CalSTRS/CalPERS: If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
- 5. Equipment and Materials. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
- 6. Independent Contractor. The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- 7. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

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

14. Termination.

- 14.1 With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.1.1. material violation of this Agreement by the Contractor; or
 - 14.1.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

- 14.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.
- **14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 15.Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

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

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

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

16.6. Other Insurance Provisions:

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

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

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

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

If to District

Downey Unified School District

ATTN: Darren Purseglove,
Director of Purchasing & Warehouse

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

FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

If to Contractor

Name: STAR Academy

ATTN: Christina Mikuljan

ADDRESS: 233 W. Baseline Road

LaVerne, CA 91750

FAX:

EMAIL: cmikuljan@leroyhaynes.org

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

- **21.Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- **22.No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

- **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

Wayne Sharp (Dec 9, 2021 07:09 PST)*

Agreement No. <u>202122-392</u>

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

DISTRICT:	CONTRACTOR:				
Date:	12/7/2021 Date:				
Downey Unified School District	STAR/ Haynes Family of Programs				
2011.00, 0111.00 011.00 213.110	Christina Mikulan				
SIGNATURE	FF54F6618CB4EC SIGNATURE				
Christina Aragon	Christina Mikuljan				
Associate Superintendent, Business	PRINT NAME				
Services	NPA Program Manager				
	PRINT TITLE				
Information regarding Contractor:					
Have you ever paid into or are you a re	etiree of CalSTRS/CalPERS? Yes No				
Contact Name: Christina Mikuljan/AMy H	Humprey Title: NPA Program Manager/VP of Education				
233 W Reseline Poed					
Address.	Email: cmikuljan@leroyhaynes.org				
LaVerne, Ca 91750	Phone:				
District	t use only below line				
Account number to be charged:01.0-650	000.0-57600-11800-5816-7430000				
Rebekah Ruswick, Director of Spec	cial Education				
Name and Title of site Administrator – Pleas					
Rebekah Ruswick					
Signature	Date				
Signature of Program Director ONLY if using	g categorical funds Date				
Signature of Frogram Director ONET it daing	g categorical runus 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. 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

PAGE 10

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:	
Haynes Family	of Programs - STAR Academy
Signature: Christina Mikuljan	
Representative's Name and Title:	Christina Mikuljan, NPA Program Manager

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

END OF DOCUMENT



II. 40. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-393 with Claudia Cares Consulting, Inc., to provide Independent Educational Evaluations for Special Education from December 1, 2021 through April 30, 2022.

Supporting Documents



202122-393 Claudia Cares Consulting_Redacted

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 Claudia Cares Consulting, 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 Contra	ctor shall furr	ish to the Di	strict Inde	pendent Educa	tional Evalu	ation
	in the area of Secondary Transition, to include IEP meeting attendance							
	2			_	64	• 100 1		

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

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

- 2. Term. Contractor shall commence providing Services under this Agreement on December 1 ______, 20 21 _____, and shall continue through April 30 ______,20 22 ______, "Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement. This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
- **4. Compensation.** District compensation to the Contractor shall not exceed $\frac{\$}{3,850.00}$, 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 fallure 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:	12/01/2021	
District	Representative's Name and Title:	Dr. Tangela R. Diggs, Program Administrator
	t Representative's Signature:	Tangela Diggs
		0 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 changelocations 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: Claudia Cares Consulting, Inc.
ATTN: Claudia Wenger, MS, BCBA
ADDRESS: 18640 Canasta St.
Tarzana, CA 91356
FAX: Phone: 818-345-6313
EMAIL: Consulting@ClaudiaCares.com

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

- **21.Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- **22.No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

PAGE 7

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

SIGNATURES ON FOLLOWING PAGE





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

DISTRICT:	CONTRACTOR:	
Date:1/11/2022_	Date: 12/1/2021	
Downey Unified School District	Company: Claudia Cares Consulting, Inc.	
SIGNATURE	SIGNATURE	
Christina Aragon Associate Superintendent, Business Services	Claudia Wenger PRINT NAME CEO PRINT TITLE	
Information regarding Contractor:		
Have you ever paid into or are you a retire		
	Title:	
Address:	Email:	
	Phone:	
	se only below line	
account number to be charged:01.0-65000.0	0-57600-11800-5816-7430000	
Rebekah Ruswick, Director of Special Educ	cation	
lame and Title of site Administrator – Please p	print	
Rebekah Ruswick		
Signature	Date	
Signature of Program Director ONLY if using ca	ategorical funds Date	

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. Date: 12/01/2021 District Representative's Name and Title: Dr. Tangela R. Diggs, Program Administrator 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

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.

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,

Date:	
District Representative's Name and T	itle:
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

as defined by the California Penal Code.

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:	12/1/201			
Name of Contractor: _		Claudia Cares Consulting, Inc.		
Signatu	ıre:	Landllign.		
Representative's Name and Title: _		e and Title: _	Claudia Wenger, CEO	

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

END OF DOCUMENT



II. 41. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-394 with Douglas W. Stephey, O.D., M.S. to provide vision therapy assessment for Special Education Department from November 29, 2021 through February 28, 2022.

Supporting Documents



202122-394 Douglas W. Stephey, O.D.

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 Douglas W. Stephey, O.D., M.S. ("Contractor"). The District and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

L.	Services. The Contractor shall furnish to the District provide a vision therapy assessment,				
	written report, review past records (up to one hour), and remotely attend an IEP meeting (for up to				
	one hour) for a fee not to exceed \$1.800.00. Records reviews or meetings requiring more than one				
	hour will be billed at \$350/hour in 15-minute increments.				

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

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

- 2. Term. Contractor shall commence providing Services under this Agreement on November 29 , 2021 , and shall continue through February 28 ,2022 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement. This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved by the District's Governing Board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Governing Board approval date will be provided at the Contractor's risk.
- **4. Compensation.** District compensation to the Contractor shall not exceed $\frac{1,800.00}{}$, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - **4.1. CalSTRS/CalPERS:** If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
- 5. Equipment and Materials. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
- 6. Independent Contractor. The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- **7. Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

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

14. Termination.

- **14.1 With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - **14.1.1.** material violation of this Agreement by the Contractor; or
 - **14.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

- 14.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.
- **14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 15.Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

- **16.Insurance**. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:
 - **16.1. General Liability.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.
 - **16.2. Automobile Liability Insurance.** One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising out of performing any portion of the Services by Contractor.
 - 16.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor Parties who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.
 - **16.4.** ☐ [REQUIRED IF BOX CHECKED] **Professional Liability Insurance**. One Million Dollars (\$1,000,000) for professional liability insurance as appropriate to Contractor's profession, coverage to continue through the Term plus two (2) years thereafter.
 - **16.5.** □ [REQUIRED IF BOX CHECKED] **Abuse and Molestation Insurance.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate that shall protect the Contractor and the District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Contractor.
 - 16.5.1 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: .	11/18/2021	
District	Representative's Name and Title:	Dr. Tangela R. Diggs, Program Administrator
	Representative's Signature: _	Tangela 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 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: Do	e: Douglas W. Stephey, O.D., M.S.			
ATTN:				
ADDRESS:	208 West Badillo St.			
·	Covina, CA 91723			
FAX:	626-332-2630			
EMAIL:	dstephey@verizon.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



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

Date:1/11/2022				
Date	Date: 1/-24-21			
Downey Unified School District	Company: Douglas W. Stephey, O.D., M.S			
	DW Styrkey			
SIGNATURE	SIGNATURE / /			
Christina Aragon Associate Superintendent, Business	Doug Stephy PRINT NAME			
Services				
	PRINT TITLE			
	· · · · · · · · · · · · · · · · · · ·			
information regarding Contractor:				
Have you ever paid into or are you a retire	ee of CalSTRS/CalPERS? Yes No			
Contact Name:	Title:			
Address:	Email:			
	Phone:			
ount number to be charged: 01.0-65000. Rebekah Ruswick, Director of Special Educa				
ount number to be charged:01.0-65000. Rebekah Ruswick, Director of Special Educa se and Title of site Administrator – Please p	0-57600-31400-5816-7430000 tion			
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Rebekah Ruswick, Director of Special Educa ne and Title of site Administrator – Please p	0-57600-31400-5816-7430000 tion rint 11/18/2021 Date			

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

A. ① Contractor and the Contractor Parties, if any, will <u>always only have supervised or</u> <u>no contact with District students (as determined by District)</u> during the Term of this Agreement.

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

authorized to execute this certificate on behalf of the District. Date: 11/21/2021 District Representative's Name and Title: Dr. Tangela R. Diggs, Program Administrator

District Representative's Signature: Tangela Diggs 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

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

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://	24.21
Name of Contractor:	Douglas W. Stephey, O.D., M.S.
Signature:	DW Elakun
Representative's Nam	ne and Title: Sclf owner/doctor

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. 202122-395 with Dynamic Education Services, Inc., to provide reading intervention program for Special Education student from December 13, 2021 through March 31, 2022.

Supporting Documents



202122-395 Dynamic Education_Redacted

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of December 13th , 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:

a total of 60 hours of reading intervention program for grades 3-8 to student				
All .				

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

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

- 2. Term. Contractor shall commence providing Services under this Agreement on December 13th , 20 21 , and shall continue through March 31st ,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 \$115.00/Hour 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.
- 7. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

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

14. Termination.

- **14.1 With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.1.1. material violation of this Agreement by the Contractor; or
 - **14.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

- 14.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.
- **14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 15.Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

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

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

Date: 12/13/2021		
District Representative's Name and Title:	Reynaldo Vargas	
District Representative's Signature:	Come Con and for	DN: cn=Reynaldo Vargas-Carbajal Jr., o=Dewniey Unified School District, ou=Special Education, emailmentogram∭ dusd net, c=US Date: 2021 12 13 10:45:04-48/07

16.6. Other Insurance Provisions:

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

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

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

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

If to District

Downey Unified School District

ATTN: Darren Purseglove,

Director of Purchasing & Warehouse 11627 Brookshire Avenue

Downey, CA 90241

FAX: (562) 469-6515

EMAIL: dpurseglove@dusd.net

If to Contractor

Name: Dynamic Education Services, Inc.

ATTN: Jonas Maceda, Director

ADDRESS: 2510 East Jamison Court

Anaheim, CA 92806-4708

FAX: 714-333-4030

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

SIGNATURES ON FOLLOWING PAGE



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

		CONTRACTOR: Date: 12/13/2021		
Date:	1/11/2022			
Downey	Unified School District	Company: Dynamic Education Services, Inc. Jonas Maceda Digitally signed by Jonas Maceda Date: 2021.12.13 15:22:39 -08'00' SIGNATURE		
SIGNATUR	E			
Christina	Christina Aragon Associate Superintendent, Business	Jonas Maceda		
Associate		PRINT NAME		
Services		CEO/Director		
		PRINT TITLE		
Informat	ion regarding Contractor:			
Have you	u ever paid into or are you a retire	ee of CalSTRS/CalPERS? Yes No 🗵		
	Janes Masada	CEO/Director		
Contact I	vame:	Inde:		
Address: 2510 E. Jamison Street	Email: jonas@dynamicedservices.net			
Adaress:		Email:		
Address:	Anaheim, CA 92806			
Address:		Email:		
Address:				
Address:				
Address:	Anaheim, CA 92806			
	Anaheim, CA 92806 District us	Phone: 714-823-3361		
	Anaheim, CA 92806	Phone: 714-823-3361		
Account numb	Anaheim, CA 92806 District us	Phone: 714-823-3361		
Account numb Rebekah Rusw	Anaheim, CA 92806 District us per to be charged: 01.0 65360.0 50	Phone: 714-823-3361 See only below line 0100 31500 5804 7430000		
Account numb Rebekah Rusw Name and Tit	Anaheim, CA 92806 District us per to be charged: 01.0 65360.0 50 vick, Director of Special Education	Phone: 714-823-3361 See only below line 0100 31500 5804 7430000		
Account numb Rebekah Rusw Name and Tit Pabakah Ruswick	Anaheim, CA 92806 District us per to be charged: 01.0 65360.0 50 vick, Director of Special Education	Phone: 714-823-3361 See only below line 0100 31500 5804 7430000		
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Account numb Rebekah Rusw Name and Tit Pubukah Ruswick Signature	Anaheim, CA 92806 District us per to be charged: 01.0 65360.0 50 vick, Director of Special Education	Phone: 714-823-3361 See only below line 0100 31500 5804 7430000 Date		

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

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

Repres	sentative's Nam	ne and Title:	Jonas Maceda, CE	:O/Director	
Signat	_{ture:} Jonas	Maceda		Digitally signed by Jonas Maceda Date: 2021.12.13 15:22:26 -08'00'	
Name	of Contractor:	Dynamic Educa	ation Services, Inc.		
Date:	12/13/2021	<u> </u>			

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

END OF DOCUMENT



II. 43. APPROVE Independent Contractor Agreement for Non-Construction Services No. 202122-396 with Dynamic Education Services, Inc., to provide supplemental academic services for Special Education student from December 13, 2021 through June 30, 2022.

Supporting Documents



202122-396 Dynamic Education_Redacted

INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES

This Independent Contractor Agreement ("Agreement") is made as of December 13th, 2021, between the Downey Unified School District ("District") and Contractor or individually as a "Party."
WHEREAS, the District is authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.
WHEREAS, the District is authorized by California Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$96,700 in 2021.
WHEREAS, the District is in need of those services and/or advice.
WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis as set forth in this Agreement.
NOW, THEREFORE, the Parties agree as follows:
1. Services. The Contractor shall furnish to the District
a total of 75 hours of supplemental academic services to student
services, as described above, if extra space is needed, attach as Exhibit A "Scope of Work" (SOW). The SOW falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
1.1. CalSTRS/CalPERS: If any of the assigned personnel is a retiree of a California public pension system, e.g., California State Teachers' Retirement System ("CalSTRS") or California Public Employees' Retirement System ("CalPERS"), Contractor shall expressly inform the District of the identities of such personnel and their respective.

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

- **2. Term**. Contractor shall commence providing Services under this Agreement on December 13th , 20 21 , and shall continue through June 30th ,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 \$80.00/Hour Dollars (\$6,000.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Governing Board. Please attach any quote or rate sheet to this agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
 - 4.1. CalSTRS/CalPERS: If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
- 5. Equipment and Materials. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
- 6. Independent Contractor. The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

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

14. Termination.

- **14.1 With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - **14.1.1.** material violation of this Agreement by the Contractor; or
 - **14.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

- 14.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.
- **14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 15.Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

- **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:	12/13/2021		
Distric	t Representative's Name and Title:	Reynaldo Vargas	
Distric	t Representative's Signature:	Republican Chigal for	DN cn=Raynaldo Vargas-Carbajal Jr., o=Downey Unified School District, ou=Special Education, small-revargas@dusd net, c=US Date: 2021 12 13 10 45 04 -08/00*

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

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, Director

ADDRESS: 2510 East Jamison Court

Anaheim, CA 92806-4708 FAX: 714-333-4030

EMAIL: jonas@dynamicedservices.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



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

	CONTRACTOR:		
Date: _1/11/2022	Date: 12/13/2021		
Downey Unified School District			
bowney offined belloof bistrict	Company: Dynamic Education Services, Inc. Jonas Maceda Digitally signed by Jonas Maceda Date: 2021.12.13 15:20:07 -08'00'		
SIGNATURE	SIGNATURE		
Christina Aragon	Jonas Maceda		
Associate Superintendent, Business	PRINT NAME		
Services	CEO		
	PRINT TITLE		
Information regarding Contractor:	- 9		
	* · · · · · · · · · · · · · · · · · · ·		
Have you ever paid into or are you a retire			
Contact Name: Jonas Maceda	Title: CEO/Director		
Address: 2510 E. Jamison Street	Email: jonas@dynamicedservices.net		
Anaheim, CA 92806	Phone: 714-823-3361		
Anaheim, CA 92806			
	Phone: 714-823-3361 se only below line		
District us	Phone: 714-823-3361 se only below line		
District us 01.0 65360.0 50 ccount number to be charged:	Phone: 714-823-3361 se only below line 0100 31500 5804 7430000		
District use count number to be charged: 01.0 65360.0 50 ebekah Ruswick, Director of Special Education	Phone: 714-823-3361 se only below line 0100 31500 5804 7430000		
District us of site Administrator – Please pages 201.0 65360.0 50	Phone: 714-823-3361 se only below line 0100 31500 5804 7430000		
District us count number to be charged: 01.0 65360.0 50 ebekah Ruswick, Director of Special Education ame and Title of site Administrator – Please particular descriptions of the Ruswick of Special Education ame and Title of site Administrator – Please particular descriptions of the Ruswick	Phone: 714-823-3361 se only below line 0100 31500 5804 7430000 print		

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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:	12/13/21			
Name	of Contractor:	Dynamic Educa	ation Services, Inc.	
Signature: Jonas	Maceda	Digitally signed by Jonas Maceda Date: 2021.12.13 15:19:54 -08'00'		
Representative's Name and Title:			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. 45. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-399 with Dynamic Education Services, Inc., to provide Reading Intervention/Instruction services for Special Education student from December 16, 2021 through June 30, 2022.

Supporting Documents



202122-399 Dynamic Education_Redacted

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 December 16 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, theterms 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.

- 2. Term. Contractor shall commence providing Services under this Agreement on December 16 , 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 Partles 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, sults, 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 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;
 - 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

FAX: 714-333-4030

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.

PAGE 7

Agreement No. 202122-399

- **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. 202122-399

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

DISTRIC	T:	CONTRACTOR:
Date:	1/11/2022	Date: 12/16/2021
Downey Unified School District		
		Company: Dynamic Education Services, Inc. Jonas Maceda Digitally signed by Jonas Maceda Date: 2021.12.16 11:56:57 -08:00'
SIGNATURE		SIGNATURE
Christina	Aragon	Jonas Maceda
	Superintendent, Business	PRINT NAME
Services		CEO/Director
		PRINT TITLE
Contact N	ame: Jonas Maceda 2510 E. Jamison Street	Title: CEO/Director Title: jonas@dynamicedservices.net
Informati	on regarding Contractor:	
-	Jones Macada	ee of CalSTRS/CalPERS? Yes No xx CEO/Director Title:
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Anaheim, CA 92806	Phone: 714-823-3361
bekah Ruswi	er to be charged: 11.0 - 1536	e only below line 0.0 - 50010 - 31500 - 5804 - 7430000
me and Title	e of site Administrator – Please p	rint
eksh Ruswick		
nature		Date
nature of P	rogram Director ONLY if using cat	tegorical funds Date

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

A.

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

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

authorized to execute this certificate on behalf of the District.

Date:

District Representative's Name and Title:

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 Proprletor, 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 Partles have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; OR

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

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

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

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

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

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

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

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

Date:	12/16/2021			
	of Contracto	Dynamic Educa	ation Services, Inc.	
Signati	long	as Maceda	Digitally signed by Jonas Maceda Date: 2021.12.16 11:57:22 -08'00'	
Representative's Name and Title:		Jame and Title:	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. 46. RATIFY Independent Contractor Agreement for Non-Construction Services No. 202122-400 with The Applied EQ Group, P.L.L.C., for Virtual Professional Development for parents from November 3, 2021 through November 17, 2021.

Supporting Documents



202122-400 The Applied EQ Group

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 The Applied EQ Group, P.L.L.C. ("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	
	Virtual Profe	essional Development for parents 4 sessions 2 English 2 Spanish	
	November 3	3, 2021 and November 17, 2021	

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

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

- **2. Term**. Contractor shall commence providing Services under this Agreement on Noveber 3, 2021, and shall continue through November 17, 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.
- - **4.1. CalSTRS/CalPERS:** If Services are performed by Contractor personnel who are retirees of CalSTRS or CalPERS, Contractor shall also include with its invoice to the District, documentation of the retiree personnel's hours worked and earnings for the Services performed. Contractor's failure to provide such documentation of the retiree personnel's hours worked and earnings with the invoice will delay the District's obligation to pay the invoice until such documentation is provided to the District.
- 5. Equipment and Materials. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the District. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
- 6. Independent Contractor. The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- 7. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay,

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

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

14. Termination.

- **14.1 With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - **14.1.1.** material violation of this Agreement by the Contractor; or
 - **14.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

- **14.2 Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.
- **14.3** Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- **15.Indemnification**. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, the Governing Board, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, or relating to any Claims imposed by CalSTRS or CalPERS due to Contractor's non-compliance with its obligations set forth in this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District Parties.

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

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

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

16.6. Other Insurance Provisions:

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

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

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

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

If to District

Downey Unified School District ATTN: Darren Purseglove,

Director of Purchasing & Warehouse 11627 Brookshire Avenue

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

EMAIL: dpurseglove@dusd.net

If to Contractor

Name: The Applied EQ Group, P.L.L.C.

ATTN: Adama Saenz

ADDRESS: 207 Rocok Prairie St. Ste. B

College Station, TX 77845

FAX: 979-694-7337

EMAIL: adam@appliedEQgroup.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. 202122-400

below. DISTRICT: CONTRACTOR: Date: //- / - 2/ Date: 1/11/2022 Company: The Applied EQ Group, P.L.L.C. **Downey Unified School District** SIGNATURE Christina Aragon Associate Superintendent, Business Services Information regarding Contractor: Have you ever paid into or are you a retiree of CalSTRS/CalPERS? Yes Contact Name: _____ Title: ____ __ Email: _____ Address: ____ __ Phone: _____ District use only below line Account number to be charged: 01.0-30100.0-11100-10000-5815-3220000 Name and Title of site Administrator - Please print Signature Signature of Program Director ONLY if using categorical funds Date

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

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

authorized to execute this certificate on behalf of the District. Date: District Representative's Name and Title: District Representative's Signature: B.

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

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

Agreement No. 202122-400

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.

The Applied EQ Group, P.L.L.C.

Date: 11-1-21

Signature: Mann J. Salmi

Name of Contractor: ___

Representative's Name and Title: Adam L. Scient, CE O.

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

END OF DOCUMENT



II. 47. RATIFY the Supervised Internship Agreement No. 202122-403 between UMass Global and Downey Unified School District effective November 1, 2021 through November 1, 2024.

Supporting Documents



Agreement No. 202122-403 - UMASS Global Internship Agreement 11-1-21 to 11-1-24 - Cert HR...



A nonprofit affiliate of the University of Massachusetts

SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised	fieldwork in which	in your	District w	ill be p	articipati	ing
with UMass Global Irvine Campus.						

SCHOOL PSYCHOLOGY	
EDUCATION ADMINISTRATION	
SCHOOL COUNSELING	Х

THIS AGREEMENT is made and entered into by and between UMass Global hereinafter called the "UNIVERSITY," and the Downey Unified School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY shall ensure that participating students shall be free from active tuberculosis and shall provide evidence of tuberculosis screening administered no more than one year prior to the assignment start date at DISTRICT/ORGANIZATION.
- E. <u>Fingerprint Clearance</u>. In accordance with California Penal Code section 11105.3, participating students will not be placed at DISTRICT/ORGANIZATION with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed by the UNIVERSITY and received by DISTRICT/ORGANIZATION. Subsequent arrest records received by DISTRICT/ORGANIZATION will be cause for DISTRICT/ORGANIZATION

review of continued student suitability. DISTRICT/ORGANIZATION will be the sole determiner if it is deemed that a student will be removed from the assignment.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of UMass Global while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

UNIVERSITY CONTACT INFORMATION:

Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 Attn: Ana Thorne Phone: 562-469-6542 UMass Global 16355 Laguna Canyon Road Irvine, CA 92618

Attn: School of Education, Dean

Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 11/01/2021 and shall continue in full force and effect through 11/01/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: Name: Christina Aragon Title: Associate Superintendent, Business Services Date: December 22, 2022 ·DocuSigned by: Phillip L. Doolittle UNIVERSITY: Signature: Phillip L. Doolittle Name: Executive Vice Chancellor of Finance and Title: Administration and Chief Financial Officer 10/18/2021 Date:

Appendix A Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. Specific Supervision Requirements School Psychology Fieldwork:
- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.

- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



II. 48. APPROVE Amendment No. 1 to the Memorandum of Understanding with the County of Los Angeles - Department of Public Health, for the Department of Public Health Vaccine Administration Program with the Downey Adult School.

Supporting Documents



Amendment Number 1 - MOU - Co of LA - Dept of Pbulic Health - Vaccine Admin Program - DAS -..

MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH AND DOWNEY ADULT SCHOOL FOR DEPARTMENT OF PUBLIC HEALTH VACCINE ADMINISTRATION PROGRAM

Amendment Number 1

This Amendment ("Amendment") to Memorandum of Understanding Number PH-004594 is made and executed on ______January 11, 2022______, by and between the County of Los Angeles Department of Public Health ("Public Health") and Downey Adult School, ("University"), hereinafter jointly referred to as "Parties", and each individually as a "Party".

WHEREAS, the Parties entered into a Memorandum of Understanding ("MOU") to allow qualified nursing student volunteers ("Volunteers") to perform Coronavirus-2019 ("COVID-19") vaccine administration duties including vaccine preparation and/or medical dispensing and;

WHEREAS, it is the intent of the Parties hereto to amend the MOU in accordance with the Amendments provision in the MOU, found at paragraph VII;

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Amendment to Section 1, **TERM OF MOU** The term end date of this agreement is hereby amended to **January 31, 2023.**
- 2. Amendment to Section IV, **DESCRIPTION OF SERVICES Item A, UNIVERSITY RESPONSIBILITES**, is hereby amended to add the following to **Volunteer Requirements**:

Prior to beginning volunteer services, the Volunteer must show proof of being fully vaccinated. Volunteers are considered fully vaccinated against COVID-19 2 weeks after:

- Receiving Johnson & Johnson (J&J)/Janssen COVID-19 vaccine, or
- Receiving a second dose of a Pfizer or Moderna COVID-19 vaccine, or
- Finishing the series of a COVID-19 vaccine that has been listed for emergency use by the World Health Organization (AstraZeneca-Oxford, Sinopharm, Sinovac, Covaxin)

Volunteers should demonstrate that they are fully vaccinated by providing one of the following:

- An official COVID-19 Vaccination Record Card (physical or photocopy)
- Documentation of vaccination from a licensed medical provider
- A digital vaccine card (QR code) issued by the California Department of Public Health (preferred option)
- 3. Amendment to Section, IX. **DESIGNATION OF RESPONSIBLE PARTIES**, is hereby amended to remove Stephanie-Ruiz Perez as a designated **Public Health Contact** responsible for all communications, and replaced with the following person:

Y. Silvia Shin
COVID Vaccination POD Staffing Lead
213-637-3940
yshin@ph.lacounty.gov

4. Except for the changes set forth herein above, the MOU shall not be changed in any respect by this amendment.

/ / / / / / / IN WITNESS WHEREOF, each party has caused this Amendment to be subscribed on behalf by its respective duly authorized officers, on the day, month and year noted.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH	
Barbara Ferrer, Ph.D., M.P.H., M.Ed. Director	Date
DOWNEY UNIFIED SCHOOL DISTRICT/ DOWNEY ADULT SCHOOL	
 Christina Aragon	January 11, 2022 Date
Associate Superintendent, Business Services	

#06128



II. 49. RATIFY Amendment No. 2 to the Clinic Services Agreement with PIH Health Physicians to amend the agreement term from December 3, 2021 through December 3, 2023.

Supporting Documents



Amendment No. 2 to Clinic Services Agreement between PHP and Downey Unified School District...

AMENDMENT NO. 2 TO CLINIC SERVICES AGREEMENT

THIS AMENDMENT NO. 2 (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 4th day of December, 2021, for the purpose of extending the term of the Agreement as more particularly set forth below.

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 body 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. Extension of Term. The Parties desire to further amend the Agreement to set forth a new extended term effective upon the termination of the Agreement through December 3, 2023.

II. AMENDMENT

- 2.1. <u>Term.</u> The Agreement shall continue in full force and effect for an additional two (2) years through December 3, 2023, on the same terms and conditions currently in effect.
- 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. **Remainder of Agreement.** 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.

11	P	H	P'	

PIH HEALTH PHYSICIANS, a California nonprofit public benefit corporation

By: _____

James R. West

President and Chief Executive Officer

"DUSD"

DOWNEY UNIFIED SCHOOL DISTRICT, a California school district

Christina Aragon

Associate Superintendent, Business Services



II. 50. AUTHORIZE the advertisement for Bid #21/22-12 for the Pace Education Center and Ward Elementary School Fire Alarm Upgrades, to be charged to Measure O Bond Funds.

Supporting Documents



Board Authorization to Advertise for Bid 2122-12 Ward and Pace Fire Alarm Upgrade

Business Services

DATE: December 14, 2021

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

FROM: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: FIRE ALARM UPGRADE FOR PACE EDUCATION CENTER AND WARD

ELEMENTARY SCHOOL

ACTION ITEM

Board of Education authorization is requested to advertise for bids for an upgrade to the fire alarm systems at Pace Education Center and Ward Elementary School.

The scope of work for this project includes the complete replacement of the existing fire alarm system with a new addressable, voice evacuation fire alarm system which will meet current fire codes.

The cost estimate for this project is approximately \$800,000.00 for both campuses.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #21/22-12 for the Pace Education Center and Ward Elementary School Fire Alarm Upgrades, to be charged to Measure O Bond Funds.



II. 51. AUTHORIZE the advertisement for Bid #21/22-13, Purchase of Brand-Specific Advanced Manufacturing Equipment and Related Supply Items for the K12 Strong Workforce Welding Program, to be charged to the K12 Strong Workforce Grant.

Supporting Documents



Board Authorization to Advertise for Bid 2122-13

Business Services

DATE: January 11, 2022

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PURCHASE OF ADVANCED MANUFACTURING EQUIPMENT AND

SUPPLIES - K12 STRONG WORKFORCE PROGRAM

ACTION ITEM

Board of Education authorization is requested to advertise for bids for the purchase of brand-specific advanced manufacturing equipment and related supply items based on the K12 Strong Workforce Program for Los Angeles and Orange Counties Grant for use by Advanced Manufacturing Program students.

The purpose of the grant is to provide necessary funding to assist the District implement career education K12 to community college pathway improvement projects that connect students to in-demand, high-wage occupations in the greater Los Angeles/Orange County areas.

The District has made a determination that a specific brand of equipment is an exception to Public Contract Code Section 3400 in order to match similar products already in use at the community college and industry levels, thus creating a smoother transition from the high school level. The District has specified HAAS Automation, Inc. equipment as the only acceptable brand. Bids will be solicited from suppliers who are authorized distributors of this brand.

Estimated cost for both equipment and related supply items is approximately \$600,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #21/22-13, Purchase of Brand-Specific Advanced Manufacturing Equipment and Related Supply Items for the K12 Strong Workforce Welding Program, to be charged to the K12 Strong Workforce Grant.



II. 52. REJECT the informal bid from Tricore Enterprises, Inc., dba Quiel School Signs, Agreement No. 202122-338, in the amount of \$122,000.00.

Supporting Documents



Board Authorization to Reject Informal Bid from Tricore Enterprises, Inc. dba Quiel School Signs - A..

Business Services

DATE: January 11, 2022

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PURCHASE AND INSTALLATIN OF NEW MARQUEE SIGN AT

WARREN HIGH SCHOOL

ACTION ITEM

Board of Education authorization is requested to reject the informal bid received for the purchase and installation of a new marquee sign at Warren High School against Agreement No. 202122-338.

The District has determined that the combined bid price for the project is in excess of the actual budgeted cost.

The District will re-assess the project and proceed with a different procurement strategy in order to bring the cost in line with the budget.

SUPERINTENDENT'S RECOMMENDATION:

REJECT the informal bid from Tricore Enterprises, Inc., dba Quiel School Signs, Agreement No. 202122-338, in the amount of \$122,000.00.



II. 53. ACCEPT and APPROVE the use of the Los Angeles Unified School District Bid #2000001557 for school and administrative furniture with Dave Bang Associates, Inc., Orange, in the anticipated annual amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of school and/or office furniture items, with the same advantages, terms and conditions.

Supporting Documents



Piggyback Bid for School and Administrative Furniture from Dave Bang Associates, Inc. (LAUSD Bid...

Business Services

DATE: January 11, 2022

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 SCHOOL AND ADMINISTRATIVE FURNITURE

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback bid by and between the Los Angeles Unified School District and School Outfitters for the purchase of school and administrative furniture items as needed.

The use of this bid, which has been authorized by the Los Angeles Unified School District Board of Education at their meeting of June 12, 2018, and extended through June 30, 2022, will allow the District to take advantage of bid pricing for classroom and office furniture items without having to go through the lengthy and costly process of formal advertised bidding.

Furniture items will be ordered as needed by the District for Middle School modernization projects and as other needs occur. The current contract is valid through June 30, 2022.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Los Angeles Unified School District Bid #2000001557 for school and administrative furniture with Dave Bang Associates, Inc., Orange, in the anticipated annual amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of school and/or office furniture items, with the same advantages, terms and conditions.



II. 54. ACCEPT and APPROVE the use of the Wiseburn Unified School District Bid Package #3 for Sports Equipment for Routine and Deferred Maintenance with KYA Services, LLC, Santa Ana, in the anticipated annual amount of \$160,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of sports equipment items for routine and deferred maintenance with the same advantages, terms and conditions.

Supporting Documents



Piggyback Bid - Sports Equipment for Routine and Deferred Maintenance - Wiseburn USD - KYA S...

Business Services

DATE: January 11, 2022

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 SPORTS EQUIPMENT FOR ROUTINE AND

DEFERRED MAINTENANCE

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback bid for the purchase of sports equipment items for routine and deferred maintenance projects which was awarded to KYA Services, LLC, Santa Ana, by the Wiseburn Unified School District.

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

The Wiseburn Unified School District awarded the above referenced bid on April 26, 2018, with the current renewal extending through April 26, 2022.

Equipment items purchased referencing this bid will be used for general maintenance and modernization projects at all four of the middle schools.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Wiseburn Unified School District Bid Package #3 for Sports Equipment for Routine and Deferred Maintenance with KYA Services, LLC, Santa Ana, in the anticipated annual amount of \$160,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of sports equipment items for routine and deferred maintenance with the same advantages, terms and conditions.



II. 55. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-325 (Purchase Order #PO2W-22*1019) for the installation of internal power and low voltage wiring for the new portable buildings at the Downey Adult School with Jolt Electric, Inc., Rancho Cucamonga, in the increased amount of \$7,985.00, to be charged to Adult School Funds.

Supporting Documents



Change Order No. 1 - PO2W-22-1019 - Jolt Electric, Inc. - Agreement #202122-325

Business Services

DATE: January 11, 2022

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INTERNAL POWER AND LOW VOLTAGE WIRING FOR NEW

PORTABLE BUILDINGS AT THE DOWNEY ADULT SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-325 (Purchase Order #PO2W-22*1019) for the installation of internal power and low voltage wiring for new portable buildings at the Downey Adult School, which received Board ratification on December 14, 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 materials and labor to install lighting on the exteriors of the buildings.

The above change will increase the value of the Purchase Order from \$19,505.00 to \$27,490.00. Payment and performance bonds have been obtained in order to cover the additional work by the contractor.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202122-325 (Purchase Order #PO2W-22*1019) for the installation of internal power and low voltage wiring for the new portable buildings at the Downey Adult School with Jolt Electric, Inc., Rancho Cucamonga, in the increased amount of \$7,985.00, to be charged to Adult School Funds.



II. 56. APPROVE Change Order No. 1 to Construction Contract RFP #2017/2018-04, Sussman Middle School Modernization Project, with Swinerton Builders, Irvine, to extend the project completion date to September 30, 2021.

Supporting Documents



scan1421

Business Services

DATE:

January 11, 2022

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: SUSSMAN MIDDLE SCHOOL MODERNIZATION PROJECT

ACTION ITEM

Board of Education authorization is requested to approve Change Order No. 1 to the Lease-Leaseback Agreement with Swinerton Builders for the construction and modernization of Sussman Middle School, which was approved at the meeting of June 4, 2019.

The District issued Bulletin 24R1 (ICD 009) which modified the scope of work for fencing and gates for the entire project on May 20, 2021. The lead time for the procurement and installation of the modified materials extended the amount of time needed by the contractor to complete the work. This zero-cost change order only allows for the extension of time to complete the work and finish the project.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order No. 1 to Construction Contract RFP #2017/2018-04, Sussman Middle School Modernization Project, with Swinerton Builders, Irvine, to extend the project completion date to September 30, 2021.

PROJECT: SUSSMAN MIDDLE SCHOOL MODERNIZATION PROJECT

CONTRACTOR: SWINERTON INCORPORATED

CHANGE ORDER NO. 1 DATE: OCTOBER 12, 2021

The Downey Unified School District ("District") authorizes the issuance of the following Change Order to the above-referenced contractor (the "Contractor") for the above-referenced project (the "Project") for all costs and time associated with the scope(s) of work as set forth below (the "Extra Work"). Contractor acknowledges that the costs for the Extra Work identified below are inclusive of all costs associated with the Work of the Project, including without limitation, materials, labor, equipment, subcontractor mark-up, Contractor mark-up (field and home office), insurance and bond costs, and any costs for extended general conditions. Contractor shall be entitled to no other time or compensation except as expressly set forth in this Change Order.

BASIS FOR CHANGE ORDER

Contractor's COR 189 dated August 2, 2021, is attached to this Change Order as **Attachment 1** and incorporated herein by reference ("**COR 189**"). The terms of this Change Order prevail in the event of any conflict between COR 189 and this Change Order. The basis for this Change Order is as described by the Contractor in the first full paragraph of COR 189.

ADJUSTMENT TO THE CONTRACT TIME

Notice to Proceed Date	Original Duration / Substantial Completion Date	Previous Extension Days Approved	Extension Days Approved in this CO	Substantial Completion Date as approved by this Change Order
June 5, 2019	795 / August 8, 2021	0	55 calendar days	September 30, 2021

ADJUSTMENT TO THE GUARANTEED MAXIMUM PRICE

Contractor expressly agrees that Contractor waives any right or claim to additional compensation of any kind and in any way arising from or related to the time extension granted herein above, including, without limitation, compensation for extended general conditions or overhead. The District expressly agrees that it waives any right or claim to assess liquidated damages against the Contractor in any way arising from or related to the time extension granted herein above.

CONTRACTOR CERTIFICATION

The undersigned Contractor approves the foregoing Extra Work as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Extra Work, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Extra Work shall be effective upon approval from the District's Designee if such amounts are against the GMP and if Owner Contingency is used when approved by the Governing Board of the District.

It is expressly understood that the value of such Extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

Date:	12/13/21		
Ву:	E. Kash		
Print N	Esam Rostom		
Title: _	Sr. Project Manager		

The District and Contractor acknowledge that this Change Order is subject to approval or ratification by the Governing Board of the District. In the event that the Governing Board rejects this Change Order, neither the District nor Contractor shall be deemed to have waived any rights with respect to the Contract Documents. No other provisions of the Contract Documents are affected by this Change Order.

The District and Contractor agree to the foregoing Change Order.

Dated:	January 11 , 20 <u>21</u>	Dated:	December 13th 20 21
Downey Unific	ed School District	Swinerton In	corporated
Ву:		By:	E. 858h
Print Name:	Christina Aragon	Print Name:	Esam Rostom
Print Title:	Assoc. Supt. Bus. Svcs.	Print Title:	Sr. Project Manager

Attachment 1 COR 189



August 2, 2021

DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVE., P.O. BOX 7017 DWONEY, CA, 90241-7017

Attn

Subject

Swinerton Builders Job 18049021 - Downey USD, Sussman Middle School LLB

PCI No. 0221-1

Change Order Request # 189

We request a Change Order to our contract for the following

Per contract section 17.5.2, Swinerton shall notify the District in writing within 10 Business days to grant the extension of time for the completion of the Construction Service Agreement. The district issued Bulletin 24R1 (ICD 009) which modified the scope of work for fencing and gates for the entire project on May 20, 2021. However, the scope of the bulletin is further modified by following RFIs 592,592 1,593,598,608,610,615,615 1,626,627,638,638 1,650,651,655,657 and 664. The gate hardware clarification RFI 664 was answered on 7/29/2021 which included a revised hardware schedule. The lead time of the revised hardware procurement is six-plus weeks. Hence, the project has been impacted by the hardware procurement delay. Based on the discussion between the District and Swinerton on 7/19/2021 and 8/2/2021, it was agreed that the substantial completion of the project is extended till September 30, 2021. This is a zero-dollar change order and Swinerton is not requesting the cost addition for General Condition or General Requirements. The time extension will be reflected on the July Month-End Schedule update.

Phase	Category	Description	Subcontractor	Quote
901000	71190	Schedule Extension		00
			Subtotal	.00
999999	79999	FEE	3.29%	00
007420	71160	General Insurance	0.4%	00
007510	71160	Performance and Payment Bond	0.71%	00
			Markup Subtotal	.00
			PCI Total	.00

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: .00.

Please NOTE:

- The incorporation of this revision into the contractual scope of work will increase the time by 55 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 14.00 days of its issuance.
- » This request does not include additional cost or delay due to late approval.



We HAVE proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Ok to process

Ok to process

Ok to process

Vince Madsen

Sr. Director, Facilities Planning and Development



II. 57. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-323, to provide door inspection/troubleshooting/repair services at Stauffer Middle School, with Miner, LTD, Bellflower, in the amount of \$3,007.19, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-323 - Mi..

Business Services

DATE: January 11, 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: ROLLING DOOR REPAIR SERVICES AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-323 to provide door inspection/troubleshooting/repair services at Stauffer Middle School, which received Board approval at the meeting of April 20, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-323, to provide door inspection/troubleshooting/repair services at Stauffer Middle School, with Miner, LTD, Bellflower, in the final amount of \$3,007.19, 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. 58. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-157 for tree trimming services at Sussman Middle School with V&E Tree Service, Inc., Orange, in the final amount of \$19,500.00, 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.

Supporting Documents



scan1422

Business Services

DATE:

January 11, 2022

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: TREE TRIMMING AT SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-157 for tree trimming services at Sussman Middle School, which received Board ratification at the meeting of August 3, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-157 for tree trimming services at Sussman Middle School with V&E Tree Service, Inc., Orange, in the final amount of \$19,500.00, 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. 59. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-272 to install sewer and water points of connection at the Downey Adult School with Pro-Craft Construction, Inc., Redlands, in the final amount of \$57,232.41, to be charged to the Adult School Fund; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-272 - Pr...

Business Services

DATE: January 11, 2022

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 SEWER AND WATER POINTS OF CONNECTION

AT THE DOWNEY ADULT SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-272 to install sewer and water points of connection to portable buildings at the Downey Adult School, which received ratification at the Board 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. 202122-272 to install sewer and water points of connection at the Downey Adult School with Pro-Craft Construction, Inc., Redlands, in the final amount of \$57,232.41, 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.



II. 60. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-196 to install audio/visual equipment at Sussman Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$40,747.36, to be charged to Measure O Bond 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.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-196 - Av..

Business Services

DATE: January 11, 2022

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF AUDIO/VISUAL EQUIPMENT AT SUSSMAN

MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-196 to install audio/visual equipment at Sussman Middle School, which received ratification at the meeting of September 7, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-196 to install audio/visual equipment at Sussman Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$40,747.36, to be charged to Measure O Bond 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. 61. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-198, to furnish and install District standard flooring in the boys and girls restrooms of the H-wing at Alameda Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$6,140.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-198 - Un..

Business Services

DATE: January 11, 2022

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: FLOORING INSTALLATION AT ALAMEDA ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-198 to furnish and install District standard flooring in the boys and girls restrooms in the H-wing at Alameda Elementary 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. 202122-198, to furnish and install District standard flooring in the boys and girls restrooms of the H-wing at Alameda Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$6,140.00, 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. 62. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-234 to install audio/visual equipment at Griffiths Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$2,937.71, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-234 - Av..

Business Services

DATE: January 11, 2022

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 GRIFFITHS

MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-234 to install audio/visual equipment at Griffiths Middle School, which received ratification at the Board meeting of September 7, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-234 to install audio/visual equipment at Griffiths Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$2,937.71, 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. 63. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-273 to furnish and install audio/visual equipment at Sussman Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$22,543.93, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-273 - Av..

Business Services

DATE: January 11, 2022

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF AUDIO/VISUAL EQUIPMENT AT SUSSMAN

MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-273 to furnish and install audio/visual equipment at Sussman Middle School, which received ratification at the Board 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. 202122-273 to furnish and install audio/visual equipment at Sussman Middle School with Avidex Industries, LLC, Lake Forest, in the final amount of \$22,543.93, 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. 64. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-323 for asphalt work for the new portable buildings at the Downey Adult School with Century Paving, Inc., La Mirada, in the final amount of \$21,400.00, to be charged to Adult School Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-323 - Ce..

Business Services

DATE: January 11, 2022

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 WORK FOR PORTABLE BUILDINGS AT THE DOWNEY

ADULT SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-323 to cover the cost of asphalt work around new portable buildings at the Downey Adult School, which received Board 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. 202122-323 for asphalt work for the new portable buildings at the Downey Adult School with Century Paving, Inc., La Mirada, in the final amount of \$21,400.00, to be charged to Adult School Funds; and



II. 65. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-325, installation of internal power and low voltage wiring for portable buildings at the Downey Adult School with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$19,505.00, to be charged to the Adult School Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-325 - Jo...

Business Services

DATE: January 11, 2022

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 INTERNAL POWER AND LOW VOLTAGE WIRING

FOR PORTABLE BUILDINGS AT DOWNEY ADULT SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-325 for the installation of internal power and low voltage wiring for three new portable buildings at the Downey Adult School, which received Board 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. 202122-325, installation of internal power and low voltage wiring for portable buildings at the Downey Adult School with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$19,505.00, to be charged to Adult School Funds; and



II. 66. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-327 to relocate seven CNG filling posts at the Transportation Services Department with Allsup Corporation, Upland, in the final amount of \$3,922.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-327 - All..

Business Services

DATE: January 11, 2022

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: RELOCATION OF COMPRESSED NATURAL GAS (CNG) FILLING

POSTS AT THE TRANSPORTATION SERVICES DEPARTMENT

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-327 to relocate seven (7) CNG filling posts at the Transportation Services Bus Yard, which received Board 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. 202122-327 to relocate seven (7) CNG filling posts at the Transportation Services Department with Allsup Corporation, Upland, in the final amount of \$3,922.00, to be charged to Deferred Maintenance Funds; and



II. 67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-342, to repair and re-route a water line in the cafeteria kitchen area at Griffiths Middle School, with Erickson-Hall Construction Company, Escondido, in the final amount of \$16,479.03, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-342 - Re..

Business Services

DATE: January 11, 2022

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: REPAIR AND RE-ROUTE WATER LINE IN KITCHEN AREA AT

GRIFFITHS MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-342 to repair and re-route an overhead water line in the cafeteria kitchen area at Griffiths Middle School, which received ratification at the Board meeting of July 15, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-342, to repair and re-route a water line in the cafeteria kitchen area at Griffiths Middle School, with Erickson-Hall Construction Company, Escondido, in the final amount of \$16,479.03, to be charged to Deferred Maintenance Funds; and



II. 68. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-372 for asphalt paving work at Old River Elementary School with Century Paving, Inc., La Mirada, in the final amount of \$41,000.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-372 - Ce..

Business Services

DATE: January 11, 2022

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 PAVING WORK AT OLD RIVER ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-372 to cover the cost of asphalt paving work Old River Elementary School, which received Board ratification at the meeting of January 11, 2022.

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. 202122-372 for asphalt paving work at Old River Elementary School with Century Paving, Inc., La Mirada, in the final amount of \$41,000.00, to be charged to Deferred Maintenance Funds; and



II. 69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202122-373 for the installation of an irrigation water line at Unsworth Elementary School, with GB Landscape Design, Los Angeles, in the final amount of \$7,880.00, to be charged to the Deferred Maintenance Fund; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202122-373 - GB.

Business Services

DATE: January 11, 2022

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: IRRIGATION WATER LINE AT UNSWORTH ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202122-373 for the installation of a water line to run around an existing tree at Unsworth Elementary School, which received ratification at the Board meeting of January 11, 2022.

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. 202122-373 for the installation of an irrigation water line at Unsworth Elementary School, with GB Landscape Design, Los Angeles, in the final amount of \$7,880.00, to be charged to the Deferred Maintenance Fund; and



II. 70. ACCEPT as complete the exterior painting of Price and Ward Elementary Schools against Bid #20/21-04 with Color New Co., Woodland Hills, in the final amount of \$218,500.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Board Notice of Completion - Color New Co. Bid 2021-04 - Painting of Price and Ward ES

Business Services

DATE: January 11, 2022

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PAINTING OF PRICE AND WARD ELEMENTARY SCHOOLS

ACTION ITEM

Board of Education approval is requested to accept as complete the exterior painting of price and Ward Elementary Schools against Bid #20/21-04, which received approval to award at the meeting of June 15, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete the exterior painting of Price and Ward Elementary Schools against Bid #20/21-04 with Color New Co., Woodland Hills, in the final amount of \$218,500.00, to be charged to Deferred Maintenance Funds; and



II. 71. ACCEPT as complete Request for Proposals #2017/2018-04, Construction and Lease-Leaseback Services for the Sussman Middle School Modernization Project, with Swinerton Builders, Irvine, in the final amount of \$43,599,137.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Notice of Completion - RFP 2017-2018-04 - Sussman MS Mod - Swinerton Builders

Business Services

DATE: January 11, 2022

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 SUSSMAN

MIDDLE SCHOOL MODERNIZATION PROJECT

ACTION ITEM

Board of Education approval is requested to accept as complete Request for Proposals (RFP) #2017/2018-04 for construction and lease-leaseback construction services for the modernization of Sussman Middle School, which received authorization to award at the meeting of June 4, 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 #2017/2018-04, Construction and Lease-Leaseback Services for the Sussman Middle School Modernization Project, with Swinerton Builders, Irvine, in the final amount of \$43,599,137.00, to be charged to Measure O Bond Funds; and



II. 72. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.

Supporting Documents



Board - 1-11-22



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A. Employments

Employee	Assignment	Salary Rate	Service Begins
Hurtado, Bridget	Clinical School Therapist Special Education Temporary	\$75,122	12/07/2021- 6/03/2022
Perez, Arianna	Teacher Williams Temporary	\$65,599	12/06/2021- 6/03/2022
Salim, Marendra	Clinical School Therapist Special Education Temporary	\$79,654	11/29/2021- 6/03/2022
	B. Employments (Temporary)	
Employee	Assignment	Salary Rate	Service Begins

<u>ADDITIONAL PLC GRADE LEVEL LEAD TEACHER</u> – Rio Hondo, \$1,705.00 Per Year, 2021-22 School Year

Pulido, Roberto

ADULT SCHOOL TEACHER-STATE FUNDED - \$50.66 Per Hour, 2021-22 School Year

Ortiz-Lopez, Jose

AFTER SCHOOL PD MEETINGS - District \$38.82 Per Hour, 2021-22 School Year

Grishaber-Hernandez, Martha

AVID COORDINATOR MEETINGS - District, \$38.82 Per Hour, 2021-22 School Year

Cohen, Kristofer Dayhoff, Laurie Harris, Andrea Karout, Sarah Lundsberg, Megan McGregory, Kyndra

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

AVID COORDINATOR MEETINGS - District, \$38.82 Per Hour, 2021-22 School Year (cont.)

Macomber, Andra Manzanares, Marvin Neal, Lorraine Orejel, Edgar Vega, Elizabeth

AVID SITE AND LEADER WORKSHOPS - District, \$38.82 Per Hour, 11/03/21

Diulio, Judy Fisher, Stephanie Vega, Elizabeth

CHARACTER COUNTS - Price, \$38.82 Per Hour, 2021-22 School Year

De Moss, Cynthia Hooker, Nancy

<u>CLINICAL SCHOOL THERAPIST STIPEND</u> – District, \$5,441.00 Per Year, 2021-22 School Year

Hurtado, Bridget Salim, Marendra

CODING – Imperial, \$38.82 Per Hour, 2021-22 School Year

Lacy, Brett

CO-TEACHING PREP - Warren, \$38.82 Per Hour, 7/01/21-8/07/21

Acosta, Kellie Benaderet, Marlayna Contreras, Tomas Dou, Sophia Duncan, Timothy Holder, Jessie Lacolla, Daryl Lopez, Carlos

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

<u>CO-TEACHING PREP</u> – Warren, \$38.82 Per Hour, 7/01/21-8/07/21 (cont.)

LoCoco, Bartolo Mack, Deanna Martinez, Michael A. Medina, Ryan Salazar, Jairo Tendler, Joey Yoo, Tai

COVID-19 CONTACT TRACING - District, \$58.23 Per Hour, 2021-22 School Year

Kinne, Gisele Rael, Diana

COVID-19 EXTRA DUTY - Downey, \$58.23 Per Hour, 2021-22 School Year

Rael, Diana

CTE ADVISORY MEETINGS - District, \$38.82 Per Hour, 2021-22 School Year

Alvarez, Gary

Appel, Vincent

Austin, William

Beaver II, George

Barrera, Jennifer

Becker, Robert

Benedic, Angelica

Bochove, Cynthia

Cervantes, Carlos

Chavez, Leslie

Clark, Kathleen

Cordova, Ronda

Davenport, Henry

Donahue, Matthew

Ducros, Kathy

Harris, Nathan

Herrera, Christopher

Hwang, John

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

CTE ADVISORY MEETINGS - District, \$38.82 Per Hour, 2021-22 School Year (cont.)

Ibarra-Alvarez, Clotilde

Jamka, Alan

Kendall, Kevin

Kiess, Kent

Lara, Edward

Legaspi, Ronald

Linares, Trinidad

Mazariegos, Bryan

Menjivar, Frank

Merchant, Abida

Mui, Eunhae

Nolen, Mark

O'Dowd, Joy

Patterson, Leslie

Paysse, Joseph

Plant, Edward

Pyle, Andrea

Quintero, David

Redfox, Jason

Rios, Misty

Rowland, Jamie

Santa Cruz, Juliet

Santos, Alejandro

Silverman, Kim

Storey, Danielle

Strain, Allison

Sun, Charlene

Tansopalucks, Trirath

Vadgama, Frida

Yamasaki, Glenn

Zegarra, Johnny

Zessau, Christian

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

DETENTION - Warren, \$38.82 Per Hour, 2021-22 School Year

Duncan, Timothy Merchant, Abida Petersen, Robert Villa, Cassandra

Webb, John

Yoo, Tai

Yost, Holly

Zegarra, Johnny

DRAMA PRODUCTIONS - Stauffer, \$38.82 Per Hour, 2021-22 School Year

Pyle, Andrea

<u>DUAL IMMERSION CURRICULUM WRITING</u> - District, Per Diem, 2021-22 School Year

Flores, Patricia	\$379.11
Jimenez, Diana	\$354.59
Jovel, Abigail	\$491.51
Martinez, Janet	\$516.03
Molina Hernandez, Paula	\$391.23
Solis, Sylvia	\$452.48

EL ACADEMIC SUPPORT – District, \$38.82 Per Hour, 2021-22 School Year

Schuldt, Joseph

EL TESTING – Doty, \$38.82 Per Hour, 2021-22 School Year

Molletti-Bovey, Virginia

ELA ADOPTION COMMITTEE - District, \$38.82 Per Hour, 2021-22 School Year

Catalano, Cory

ETHNIC STUDIES CURRICULUM PREP - Downey, \$38.82 Per Hour, 2021-22 School Year

Armendariz, Cesar

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

EXTRA DUTY - \$38.82 Per Hour, 2021-22 School Year

Pace

Alvarez, Jennifer

Ambroff, Amanda

Anagnostou, Nikolina

Ananias, Debbie

Ball, Lisa

Beaver, Karin

Boynton, Matthew

Cabello, David

Garefis, Georgia

Garrido, Stephanie

Gee, Deborah

Greilach, Robin

Guardado, Lorena

Jaquess, Jennifer

Jauregui, Noemi

Jones, Keshila

Kingston-Leon, Nicole

Le Monnier, Mary

McCall, Janae

Menjivar-Guillen, Maria

Nambo, Lisa

Petersen, Peggy

Ramos, Brianna

Riancho Del Bueno, Magali

Rocha, Alexandra

Roche, Kristina

Sanchez, Shelley

Sanders, Debora

Strang, Sariah

Viramontes, Gerise

Wilson, Angelika

FAFSA EXTRA DUTY - District, \$57.25 Per Hour, 2021-22 School Year

Ahumada-Cordova, Iliana Ortiz, Rochelle

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

FAFSA EXTRA DUTY – District, \$57.25 Per Hour, 2021-22 School Year (cont.)

Richert, Lyzeth Tse, Esther White, Cyndi

GARDEN RESTORATION - Stauffer, \$38.82 Per Hour, 2021-22 School Year

Chavez Zavala, Erik Clark, Kathleen Rowland, Jamie

HEALTH CURRICULUM PREP - Downey, \$38.82 Per Hour, 2021-22 School Year

Amaya, Alyssa Hollington III, Thomas Mendoza, Cynthia Santa Cruz, Juliet

HOME INSTRUCTION - District, \$38.82 Per Hour, 2021-22 School Year

Luevanos, Yessenia

HOMEWORK HELP – Stauffer, \$50.00 Per Hour, 2021-22 School Year

Barajas Jr., Efren Chavez Zavala, Erik Diulio, Judy Korduner, Karen La Fortune-Webster, Darla Le, Jin Quan Maples, Sara Saikali, Rola Worthy, Lois

IB/GLAD CURRICULUM WRITING - District, Per Diem, 2021-22 School Year

Amaya, Yvonne \$521.54 Barrera, Shirley \$583.91

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
IB/GLAD CURRICULUM WE	RITING – District, Per Diem	, 2021-22 School Yea	ar (cont.)
Carrillo, Monica Contreras, Teresa Flores, Patricia Gallardo, Ericka Garcia, Nadia Gomez, Susan Jimenez, Diana Jovel, Abigail Martinez, Janet Mendoza, Lizzette		\$452.42 \$479.30 \$379.11 \$617.10 \$479.30 \$479.30 \$354.59 \$454.92 \$516.03 \$479.41	
Molina Hernandez, Paula Ramirez, Sonia Reeves, Isela Rodriguez, Ana Solis, Sylvia Ventura, Noelia		\$391.23 \$479.30 \$675.70 \$391.31 \$452.48 \$464.54	

<u>IEP ADMINISTRATIVE DESIGNEE TRAINING</u> – District, \$38.82 Per Hour, 2021-22 School Year

Avina, Maria

Azzeh, Shirin

Balster, Lisa

Barber, D'Shalen

Barker, Christina

Bomgaars, Jenalee

Calderon Rodriguez, David

Camacho, Debra

Caro, Vanessa

Cox-Nichols, Trisha

Cozart, Lindsey

Curcio, Heather

De Matta, Sussan

Donahue, Regina

Flores, Jennifer

Gomez, Julio

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

<u>IEP ADMINISTRATIVE DESIGNEE TRAINING</u> – District, \$38.82 Per Hour, 2021-22 School Year (cont.)

Gonzalez, Gabriel

Hayes, Anda Jo

Horne, Kimberly

Jara, Jennifer

Joachim, Susan

Kacou, Natalie

Laemmlen, Amy

Lopez, Carrie

Martinez, Rosio

Mazzocchi, Irene

Mojarro, Jenny

Navarro, Michelle

Newman, Amy

Ortega, Julia

Overturf, Kristy

Pacheco, Raelynn

Parra, Marcela

Poitras, Christina

Quimby, Jason

Ramirez Garcia, Claudia

Redfox, Carrie

Reeves, Isela

Saucedo, Jessica

Starnes, Riley

Stopher, Claire

Torres, Vanessa

Verstegen, Kathleen

Webster, Joe

Weiland, Tayler

Woodhouse, Adorliz

Zmuda, Stephanie

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

IEP ADMINISTRATIVE DESIGNEE - \$60.60 Per Hour, 2021-22 School Year

Imperial

Alexander, Leigh Chavez, Vicky Rojas, Laura

Old River

Azzeh, Shirin

IEP ATTENDEE - Doty, \$38.82 Per Hour, 2021-22 School Year

Vingino, Lora

INDEPENDENT STUDY - District, \$38.82 Per Hour, 2021-22 School Year

Baltazar, Arlene

Cota, Graciela

Huang, Hsi-Ling

Jimenez, Diana

McConnell, Deanna

Moran, Crystal

Rhodes, Stacey

Santana, Patricia

Stanley, Debora-Anne

INTERVENTIONIST - \$200.00 Per Day, 2021-22 School Year

District

Lozano, Monica

Ramirez, Evelyn

Carpenter

Fuenmayor, Priscilla

Villarreal, Christine

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

INTERVENTIONIST - \$200.00 Per Day, 2021-22 School Year (cont.)

Gallatin

Cuarenta, Yesenia

Price

Zemke, Kristen

Rio Hondo

Mendoza, Jazmin

<u>Unsworth</u>

Keele, Brooke

Lovick, Melissa

<u>Ward</u>

Drake, Megan

Williams

Margiotta, Scott

Stauffer

Aviles, Elizabeth

Gomez Segura, Juan Pablo

Sussman

Klute, Nadia

INTRAMURAL COACH - Sussman, \$364.00 Per Year, 2021-22 School Year

Lopez, Daniel Walking

<u>LETTERS OF RECOMMENDATION</u> - Downey, \$38.82 Per Hour, 2021-22 School Year

Miller, Seth

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

LINK CREW - Warren, \$38.82 Per Hour, 2021-22 School Year

Lopez, Karla Miranda, Daniel Trejo, Gabriel

MASTER TEACHER - 2021-22 School Year

Cook, Nicole CSUF \$250.00 Fall 2021 Gutierrez, Jillian Chapman University \$500.00 Fall 2021

NEW TEACHER SEIS TRAINING - District, \$38.82 Per Hour, 2021-22 School Year

Cabello, David
Calderon-Suarez, Diana
Garcia, Cinthya
Grishaber-Hernandez, Martha
Hernandez, German
Lambert, Christianne
Martinez Lopez, Emely
Pozil, Caitlin
Trinh, Antwan
Zapien, Ruby

OVER NEGOTIATED LIMIT - \$165.00 Per Student, Per Month, 2021-22 School Year

Gallatin

Ackley, Kimberlee

Amy, Ann

Brabb, Monica

Cunard, Jerilyn

Gomez-Correa, Darlene

Halbmaier, Heidi

Johnson, Tami

Kutzke, Cortny

Ludwick, Helen

Reppert, Jocelyn

Rodriguez, Sonia

Rowe, Sara

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

OVER NEGOTIATED LIMIT - \$165.00 Per Student, Per Month, 2021-22 School Year (cont.)

Gallatin (cont.)

Ruse, Charlotte

Simon, Melissa

Skelly, Patricia

Smith, Dianna

Swenson, Cheyenne

Tanaka, Georgina

Tate, Susan

Trejo, Katherine

Waterworth, Michelle

Yoon, Christine

<u>Gauldin</u>

Cozart, Lindsey

Imperial

Selvanayagam, Kimberly

Old River

Penate, Raquel

Unsworth

Kjar, Karen

Lo Bianco, Leslie

Marougas, Athanasia

Williams

Covarrubias, Anthony

PARENT EDUCATION MEETING - Downey, \$57.25 Per Hour, 2021-22 School Year

Acosta, Lori

Curiel, Terri

Ekk, Cindy

Evans, Wayne

Falcon, Mary

Loyarte, Joanne

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

PARENT EDUCATION MEETING – Downey, \$57.25 Per Hour, 2021-22 School Year (cont.)

Morse, Pamela Toledo, Alan Trujillo, Pedro Zakour, Zachary

PARENT EDUCATION TITLE I MEETING - Imperial, \$38.82 Per Hour, 2021-22 School Year

Manzano Amador, Rocio

PARENT NIGHT MEETINGS - Doty, \$38.82 Per Hour, 2021-22 School Year

Benner, Garrett NTE 15 HRS
McClinton, Marjorie NTE 15 HRS
Munoz, Maria NTE 15 HRS
Reyes, Carlos NTE 15 HRS

PARENT PARTNERSHIP ACADEMY - Warren, \$57.25 Per Hour, 2021-22 School Year

Ahumada-Cordova, Iliana

Baltazar, Luz

Benitez, Carlos

Cox, Charlee

Lima, Adair

Ortiz, Rochelle

Richert, Lyzeth

Tse, Esther

Vance, Michael

White, Cyndi

PBIS - \$38.82 Per Hour, 2021-22 School Year

Alameda

Cheatham, Jasmin

Kang, Jee

Lanners-Phelps, Amy

Platt, Tina

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

PBIS - \$38.82 Per Hour, 2021-22 School Year (cont.)

Carpenter

Carrillo, Monica Contreras, Teresa Molina Hernandez, Paula Reeves, Isela

Gallatin

Heyden, Kelly Johnson, Tami Kutzke, Cortny Lopez, Carrie Rodriguez, Sonia Shaffer, Jessica

Imperial

Munoz, Janet Rojas, Laura

<u>Lewis</u>

Hogan, Sarah Lee, Wendy Overturf, Kristy Russell, LeeAnn

Old River

De Matta, Sussan King, Lisa Weiland, Tayler Marquess, Samantha

Rio San Gabriel

Buchanan, Patricia Cox-Nichols, Trisha Galan-Zeisel, Rosa Hoetker, Deborah Melendez, Danie Mucho, Wendy

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

PBIS – \$38.82 Per Hour, 2021-22 School Year (cont.)

Sussman

Dann, Claire

Duarte, Evelyn

Gallagher, Sophie

Gonzalez, Neil

Jeong, Esther

Lopez, Daniel

Medina, Teresa

Perkins, Ashley

Salceda, Mario

Velasco, Margarita

Villasana, Jocelyn

Worthy, Jessica

Downey

Barber, D'Shalen

Castile, Christopher

Gunderson, Michelle

Matas, Sybil

San-Tong, Socheada

Trujillo, Pedro

PD TRAININGS - Alameda, \$38.82 Per Hour, 2021-22 School Year

Gallardo, Alma

Garcia, Minerva

Zubiate, Maria Elena

PHONE BANKING CALLS - Doty, \$38.82 Per Hour, 2021-22 School Year

Munoz, Maria

Navarro, Javier

PLC/GRADE LEVEL LEAD TEACHERS - \$1,705.00 Per Year, 2021-22 School Year

Gauldin

Cozart, Lindsey 3rd Grade

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.)

Unsworth

Edge, Dianne Kinder Kjar, Karen 3rd Grade Lake, Erin 5th Grade Long, Claudia 2nd Grade Shannon, Amber 4th Grade Venegas, Michelle 1st Grade

Wood, Denise Special Ed. Rep. SITE FUNDED

Ward

Beliakoff, Karen 3rd Grade Bliss, Julie 4th/5th grade Giunchini, Lisa 1st Grade Negrete, Teresa 2nd Grade Ostermann, Andrea 4th Grade Pena, Elena Kinder

Stauffer

Hollon, Jim 8th Grade

Downey

Santa Cruz, Juliet

Warren

Merchant, Abida 9th/10th Grade

PLC/GRADE LEVEL LEAD TEACHERS ADDITIONAL HOURS - Griffiths, \$38.82 Per Hour,

2021-22 School Year

Davis, Deanne Roberts, Mark

PPS COUNSELOR ADDITIONAL HOURS - District, \$38.82 Per Hour, 2021-22 School Year

Cox, Charlee

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

<u>PREPPING AND PLANNING (INTERVENTIONIST)</u> – Sussman, \$38.82 Per Hour, 2021-22 School Year

Klute, Nadia

PROFESSIONAL DEVELOPMENT - \$38.82 Per Hour, 2021-22 School Year

DHH

Franklin-Topacio, Ann

Williams

Margiotta, Scott Perez, Arianna Reyes, Rosalie Santana, Patricia Zinke, Tara

Sussman

Ferera, Gretchen Gallagher, Sophie Jeong, Esther Reyna, Antonio Spittell, Christine Velasco, Margarita

RESIDENT SUBSTITUTES - \$200.00 Per Day, 2021-22 School Year

Carpenter

Curiel, Hilda

Imperial

Martinez, Stephanie

Old River

Beyrooty, Denise

Rio Hondo

Zepeda, Melissa

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

RESIDENT SUBSTITUTES - \$200.00 Per Day, 2021-22 School Year (cont.)

Unsworth

Sims, Timothy

Ward

Shetler, Jessica

ROBOTICS - \$38.82 Per Hour, 2021-22 School Year

<u>Alameda</u>

Laguna, Anthony Royball, Ross

<u>Gallatin</u>

Cuarenta, Yesenia

Rio Hondo

Garcia, Valeria Paredes, Alondra Ulaner, Max

Rio San Gabriel

Cortes, Leticia

<u>RSP CASELOAD OVERAGE</u> – District, \$165.00 Per Student, Per Month, 2021-22 School Year

Etson, Shannon McConnell, Deanna

SATURDAY SCHOOL - \$38.82 Per Hour, 2021-22 School Year

Imperial

Lacy, Brett

Martinez, Stephanie

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

SATURDAY SCHOOL - \$38.82 Per Hour, 2021-22 School Year (cont.)

Stauffer

Chavez, Stephanie Chavez Zavala, Erik Le, Jin Quan Palomares, Arianna Worthy, Lois

<u>Sussman</u>

Barela, Mihaela Bisorca, Emanuel

Catalan, Daniel

Ferera, Gretchen

Gallagher, Sophie

Lopez, Daniel

Malick-Perez, Tracy

Regan, Jennifer

Reyna, Antonio

Salceda, Mario

Santos, Alejandro

Schmaltz, Jeffrey

Sun, Charlene

Szechy, Daniel

Worthy, Jessica

SATURDAY SCHOOL - \$50.00 Per Hour, NTE 4 Hours Per Week, 2021-22 School Year

Stauffer

Diulio, Judy

Goldsmith, Desiree

Hayes, Anda Jo

Lundeen, Jessica

McFaddin, Ryan

Perreault, Odette

Pyle, Andrea

Ragusa, Elise

Vaquerano, Maria

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins
·			

SATURDAY SCHOOL - \$50.00 Per Hour, NTE 4 Hours Per Week, 2021-22 School Year (cont.)

Stauffer (cont.)

Vera, Jecenia

Zarate, Osvaldo

Columbus

Lozano, Charles Simpson, Matthew

Downey

Brewer, Yvonne
Duckworth, Lawrence
Flores, Natalie
Godfrey, Rachel
Karzen, Micah
Krimbow, Danielle
Macomber, Andra
Manzanares, Marvin

Warren

Villa, Cassandra Yost, Holly

Saad, Amany

SDC MATH COLLABORATION - Doty, \$38.82 Per Hour, 2021-22 School Year

Castro, Faye

<u>SHORT TERM INDEPENDENT STUDY ONLINE</u> – Downey, \$38.82 Per Hour, 2021-22 School Year

Amaya, Alyssa

SKILLS USA ADVISOR - Warren, \$1,650.00 Per Year, 2021-22 School Year

Benedic, Angelica Casillas, Rosa Davenport, Henry Franco, Maria

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

SKILLS USA ADVISOR – Warren, \$1,650.00 Per Year, 2021-22 School Year (cont.)

Kiess, Kent Lamoureux, Marini Martinez, Michael A. Menjivar, Frank Merchant, Abida O'Dowd, Joy Quintero, David Jr. Redfox, George Venegas, Alejandro Zegarra, Johnny

<u>SPECIAL EDU. ILT REPRESENTATIVE</u> – Williams, \$1,705.00 Per Year, 2021-22 School Year

Caro, Vanessa

<u>SPORTS OFFICIAL/SUPERVISION</u> – Downey ASB #082/083, NTE \$180.00 Per Day, 11/15/21-2/28/22

Massey, Anthony Rosfeld, Randall

STAR 360 TRAINING - District, \$38.82 Per Hour, 2021-22 School Year

Brewer, Uvonne Cabrera, Deann Calata, Sharon Casillas, Rosie Cleek, Cara De La Torre, Jose Doung, Ronald Dussan, Liliana Falkenstein, Daniel Gonzalez, Glenn

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

STAR 360 TRAINING – District, \$38.82 Per Hour, 2021-22 School Year (cont.)

Gutierrez, Christopher

Hudson, Jennifer

Katusha, James

Kozhaya, Garineh

Krimbow, Danielle

Leonard, Adam

McEvoy, Christopher

Meade, Corrine

Nastase, Lauren

Navarro, Ricardo

Nevarez, Jessica

Nunley, Thomas

Romero, Jennifer

Sandoval, Maria

Siryj, Margaret

Teh, Poh

Wheeler, Teresa

STRENGTHS TRAINING - District, \$38.82 Per Hour, 2021-22 School Year

Davis, Wesley

Garcia, Cinthya

Lambert, Christianne

Montgomery, Magdalen

Salceda, Mario

Silverman, Kim

Schuldt, Joseph

Willey, Melissa

STUDENT COUNCIL ADVISOR - \$1,421.00 Per Year, 2021-22 School Year

Gallatin

Ackley, Kimberlee	1/3	\$490.67
Kutzke, Cortny	1/3	\$490.67
Trejo, Katherine	1/3	\$490.67

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
STUDENT COUNCIL ADVISO	<u>DR</u> – \$1,421.00 Per Year, 20	21-22 School Year (cont.)
Gauldin Bomgaars, Jenalee Cozart, Lindsey Starnes, Riley	1/3 1/3 1/3	\$490.67 \$490.67 \$490.67	
Rio Hondo Ferrin, Denise Lorberter, Rosanna	1/2 1/2	\$710.50 \$710.50	

STUDENT SUCCESS LAB PLANNING - Warren, \$38.82 Per Hour, 2021-22 School Year

Aguilar III, Felipe Harris, Andrea Lara, Jr., Edward Mojarro, Jenny Villa, Cassandra

SUBSTITUTE TEACHER - District, \$200.00 Per Day, 2021-22 School Year

Degarmo, Andre Ono, Nicholas Pierce, Eric

SUPERVISION - \$34.24 Per Hour, 2021-22 School Year

<u>Alameda</u>

Garcia, Minerva

Griffiths

Diazibarra, Dulce Franco, Dulce Persico-Donahue, Gianna

Downey

Williams, Steven

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

<u>SUPERVISION</u> – \$34.24 Per Hour, 2021-22 School Year (cont.)

Warren

Luevanos, Yessenia Mojarro, Jenny Wharton, William

<u>SUPPORTING PERSONALIZED LEARNING</u> – Downey, \$50.00 Per Hour, 2021-22 School Year

Adams, Melanie

Baca, Teresa

Barbeau, Richere

Bean, Josette

Betancourt, Marcela

Bradfield, Eric

Brumfield, Vanessa

Calata, Sharon

Carlson, Christina

Coe, Paul

Correa, Maria

Crespo, Kelly

De La Torre, Jose

Etson, Shannon

Flores, Natalie

Galaviz, Eduardo

Godfrey, Rachel

Hutson, Michele

Hwang, John

Kasner, Debra

Katusha, James

Kim, Daniel

King, Jennifer

Krimbow, Danielle

Lara, Jennifer

Leanos, Catalina

Lee, Branwyn

Lostetter, Matthew

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

<u>SUPPORTING PERSONALIZED LEARNING</u> – Downey, \$50.00 Per Hour, 2021-22 School Year (cont.)

Massey, Anthony

Miller, Seth

Montgomery, Magdalen

Moreno, Alyssa

Moy, Hayden

Nevarez, Jessica

Nevarez, Robert

Orca, Rica

Overgaauw, Amy

Park, Byung

Phornvoranunt, Anna

Rabak, Marian

Roybal, Bonnie

Salvato, Melissa

Santa Cruz, Juliet

Shiroma, Oriane

Wilmoth, Kimberly

Yamasaki, Glenn

Young, Marlin

TECHNOLOGY TEACHER LEADER - \$2,661.00 Per Year, 2021-22 School Year

Ward

Brossmer, Esther Thomas, Lisa

Sussman

Perkins, John

Tao, Jayme

THE LATINO FAMILY LITERACY PROJECT MEETING - \$150.00 Per Day, 6/02/21-6/30/21

Carrillo, Monica

Garcia, Nadia

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

TK/K OVER NEGOTIATED LIMIT – Carpenter, \$165.00 Per Student, Per Month, 2021-22 School Year

Contreras, Teresa Gomez, Susan

TRANSLATOR - \$38.83 Per Hour, 2021-22 School Year

Alameda

Gallardo, Alma Zubiate, Mariaelena

Carpenter

Curiel, Hilda

Rio Hondo

Kacou, Natalie Mendoza, Jazmin Romero-Rodriguez, Lizzette

TUTORING - \$50.00 Per Hour, 2021-22 School Year

Alameda

Christian, Carrie-Anne Gallardo, Alma Gaytan, Alex Platt, Tina Sary, Maureen Tanaka, David Zubiate, Mariaelena

Carpenter

Contreras, Teresa

<u>Gallatin</u>

Barger, Matthew Cazares, Veronica Tarver, Nicole

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

<u>TUTORING</u> – \$50.00 Per Hour, 2021-22 School Year (cont.)

Gauldin

Cozart, Lindsey Mitchener, Lisa Torres, Bethany Verstegen, Kathleen

Imperial

Lacey, Brett Martinez, Stephanie

Lewis

Kang, Diana Martinez, Glenda Veith, Lacey Winters, Callie

Old River

Ferreira, Karen Garcia, Griselda Parga, Amelia Penate, Raquel Zarate, Linda

<u>Pace</u>

Alvarez, Jennifer
Ambroff, Amanda
Ananias, Debbie
Boynton, Matthew
Gee, Deborah
Jaquess, Jennifer
Jones, Keshila
McCall, Janae
Menjivar-Guillen, Maria
Petersen, Peggy
Riancho Del Bueno, Magali
Roche, Kristina

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

<u>TUTORING</u> – \$50.00 Per Hour, 2021-22 School Year (cont.)

Pace (cont.)

Viramontes, Gerise

Wilson, Angelika

Price

Arriola, Cynthia

Buccola-Weber, Jaqueline

De Goeas, Elizabeth

De Moss, Cynthia

Dillon, Karen

Donahue, Molly

Farina, Stephanie

Finn, Melissa

Gillespie, Heidi

Granados, Cathy

Guerrero, Annabel

Hooker, Nancy

Izumo, Polly

Keele, Shelly

Konegni, Robin

Maxwell, Lance

Mazzocchi, Irene

Meza, Melissa

Navichoque, Jessica

Stanley, Debora-Anne

Valdes, Marie

Wade, Laura

Wadman, Anne

Yun, Ruth

Unsworth

Hernandez, Jessica Jasso-Davila, Michelle

B. Employments (Temporary) (cont.)

			Service	
Employee	Assignment	Salary Rate	Begins	

<u>TUTORING</u> – \$50.00 Per Hour, 2021-22 School Year (cont.)

Williams

Bright, Lisa

Margiotta, Scott

Newman, Amy

Perez, Arianna

Rapoza, Holly

Russell Hernandez, Nicole

Doty

Benner, Garrett

Dodge, Kevin

Driscoll, Loren

Dyer, Thomas

Eagen, Melanie

Espina, Marlon

Fetter, Mark

Harney, Daniel

Hauben, Kelly

Hedden, David

Im, Chandaramo

Keen, Andrea

Kotsis, Martha

Marcy, Wendy

Mendoza, Gabriela

Mills, Hayden

Moore, Catherine

Munoz, Maria

Parry, Tracy

Portillo, Evelyn

Redfox, Carrie

Reyes, Carlos

Vingino, Lora

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

<u>TUTORING</u> – \$50.00 Per Hour, 2021-22 School Year (cont.)

Griffiths

Berchtold, Eric

Chatmon, Charmetra

Elizondo, Douglas

Franco, Dulce

Heredia, Sarah

Hill, Barbara

Houts, Jacob

Legaspi, Ronald

Mata, Iris

McCurry, Gregory

Neill, Tyler

Partnoff, Steven

Santillana, Lori

Soto, Natalie

Vazquez, Zulema

Vega, Elizabeth

Sussman

Catalan, Daniel

Klute, Nadia

Spittell, Christine

Szechy, Daniel

<u>Warren</u>

Adame, Cindy

Elsasser-Chavez, Gregory

Haldar, Padma

Lemus, Shawn

Luevanos, Yessenia

DHH

Ardis, Madera

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

TUTORING – \$50.00 Per Hour, 2021-22 School Year (cont.)

Virtual Academy

Baltazar, Arlene

Ellis, Matthew

Johnson, Nanette

Navarro, Javier

WEB EVENT - Doty, \$38.82 Per Hour, 2021-22 School Year

Agranowitz, Natalia

Dodge, Kevin

Keen, Andrea

Moren, Julie

Mui, Eunhae

Redfox, Carrie

Sparangis, Christine

WORLD LANGUAGE TEACHER TRAINING - District, \$38.82 Per Hour, 2021-22 School Year

Baca, Teresa

Buenrostro, Carmen

Cubas, Maria

Leanos, Catalina

Mullen, Pamela

Nieto Viteri, Grace

Perez, Lisa

Ramirez-Silva, Claudia

Roybal, Bonnie

Salvato, Melisa

Vazquez, Joshua

Zarate, Brianda

C. Leave of Absence

Employee	From	То	Effective
Alvarez, Gary	Teacher - CTE College & Career Readines \$52.66 Per Hour	AB375 – Child sBonding	12/08/21- 12/17/21
Ganser, Cindy	FMLA W/O PAY	LOA - Personal Business	11/16/21- 12/15/21
Higgins, Natalie	Teacher DHH \$84,150	FMLA W/O PAY	2/07/22 - 2/25/22
Higgins, Natalie	Teacher DHH \$84,150	FMLA W/O PAY	4/04/22 - 4/29/22
KG7931692	Psychologist on Special Assignment Innovative Education \$121,834	Admin. Leave – W/PAY \$121,834	11/29/21- 12/17/21
King, Jennifer	Teacher Downey \$103,799	FMLA W/O PAY	10/27/21- 12/17/21
Serge, Aubrey	AB375 - Child Bonding	FMLA W/O PAY	12/13/21- 12/16/21
Webb, Kelly	FMLA W/O PAY	LOA - Personal Business	11/15/21- 12/16/21
	D. Reassignments		
Employee	From	То	Effective
Higgins, Natalie	FMLA W/O PAY	Teacher DHH \$84,150	2/28/22

D. Reassignments (cont.)

Employee	From	То	Effective
Higgins, Natalie	FMLA W/O PAY	Teacher DHH \$84,150	5/02/22
KG7931692	Admin. Leave – W/PAY \$121,834	Psychologist on Special Assignment Innovative Education \$121,834	1/03/22 t
Webb, Kelly	LOA - Personal Business	Teacher Sussman \$103,799	12/17/21
	E. Terminations		
Employee	Assignment	Effective	Reason
Fuenmayor, Gustavo	Teacher Warren \$120,115	12/18/21	AR 4145 EARLY RETIREMENT
Ganser, Cindy	LOA - Personal Business	12/16/21	SERVICE RETIREMENT
Kling, Patricia	Psychologist on Special Assignment Innovative Education \$121,834	6/04/22	AR 4145 EARLY RETIREMENT

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Barrera, David	Campus Security Asst.	\$3,352.00 mo.	12/10/21
(New Position)	Warren High	(100%)	
Castellanos, Ruth	Senior Personnel Tech.	\$4,181.00 mo.	12/09/21
(Rpl. A. Estrada-Segoviano)	Certificated HR	(100%)	
Landeros, Magdalena	Sr. Instr. AsstBehavior	\$3,273.00 mo.	12/13/21
(Rpl. J. Gonzalez)	Doty	(81.25%)	
Madrid, Jonathan	Maintenance Painter	\$5,421.00 mo.	12/06/21
(Rpl. J. Belmonte)	Maintenance	(100%)	
Rangel, Mark	Payroll Technician	\$4,608.00 mo.	12/06/21
(New Position)	Financial Services	(100%)	
Wolf, Ashley	Sr. Instr. AsstBehavior	\$3,613.00 mo.	12/13/21
(Rpl. C. Molina-Torrez)	Gauldin	(81.25%)	
FOOD SERVICE ASSISTA	<u> ANT</u> – \$14.833 Per Hour, 1	2/02/21, 3.5 Hours	
Baruch, Brianna Cano, Jose Ekonomo, Yasmin Espinosa, Griselda Galvez, Julia	Griffiths Warren High Warren High Sussman Downey High	3 Hours 3 Hours	12/13/21
Garcia, Alma Hurtado, Claudia	Downey High Downey High		12/13/21
Kessinger, Suzanne Lahaie, Cari Martinez, Roxana Miramontes, Maria	Ward Gauldin Sussman Downey High	3 Hours 2 Hours 3 Hours	12/13/21 12/13/21
Morales, Edith	Alameda	2 Hours	12/13/21
Quiroz, Monica	Williams	2 Hours	
Ritter, Elizabeth	Price	3 Hours	
Sanchez, Gloria Valenzuela, Ramona	Old River Downey High	3 Hours	12/01/21

B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Camacho, Janet (Substitute)	Attend./Records ClrkBil. Varies	\$19.823 hr.	11/30/21
Carrizoza Lopez, Mayra (Substitute)	Inter. Clerical Asst. Varies	\$18.883 hr.	11/22/21
Contreras Cornejo, Maria (Substitute)	Sr. Instr. AsstBehavior Varies	\$18.883 hr.	12/09/21
Cortez-Sanchez, Karina (Substitute)	Attend./Records Clerk Varies	\$19.338 hr.	11/30/21
Cortez-Sanchez, Karina (Substitute)	Student Supervision Asst. Varies	\$14.000 hr.	11/29/21
Danhieux, Leyla (Substitute)	Sr. Instr. AsstBehavior Varies	\$18.883 hr.	12/06/21
Encinas, Isaiah (Temporary)	Student Helper College & Career Read.	\$14.000 hr.	11/24/21- 06/30/22
Fernandez, Vanessa (Substitute)	Food Service Asst. II Varies	\$19.338 hr.	12/08/21
Huezo, Wilfredo (Temporary)	Avid Tutor College & Career Read.	\$14.000 hr.	11/05/21- 06/30/22
Laureano, Lourdes (Substitute)	Student Supervision Asst. Varies	\$14.000 hr.	11/01/21
Marroquin, Angela (Substitute)	Senior Personnel Tech. Varies	\$24.121 hr.	11/15/21
Ortiz, Kaylen (Substitute)	Student Supervision Asst. Varies	\$14.000 hr.	11/17/21
Valencia, Wendy (Substitute)	Pers./Credentials Tech. Varies	\$30.773 hr.	12/13/21

C. Change of Assignment

Employee	From:	То:	Effective
Chavez, Corrine (Working out of class for regular employee)	Food Service Asst. II Lewis \$19.338 hr. 5 Hours	Food Service Supv. I Gauldin \$21.620 hr. 7.5 Hours	11/29/21- 12/04/21
Fernandez, Vanessa (Return to regular assignment)	Lead Food Svc. Asst. Warren High \$20.844 hr. 5 Hours	Food Service Asst. II Warren High \$19.338 hr. 4 Hours	12/01/21
Graff, Sheri (Increase in Hours)	Sr. Instructional Asst. Warren High \$3,981.00 mo. (68.75%)	Sr. Instructional Asst. Warren High \$3,981.00 mo. (81.25%)	08/23/21
Hoel, Morgen (Promotion) (Rpl. K. Moci)	Network Specialist Technology \$7,086.00 mo. (100%)	Asst. Network Admin. Technology \$7,625.00 mo. (100%)	12/10/21
HQ6220118	Paid Admin. Leave	Campus Security Asst. Downey High \$3,352.00 mo. (100%)	12/01/21
Ibarra, Isela (Working out of class for regular employee)	Lead Food Svc. Asst. Sussman \$20.844 hr. 7 Hours	Food Service Supv. II Sussman \$23.940 hr. 8 Hours	12/01/21- 12/09/21
Lopez, Andrea (Working out of class for regular employee)	Food Service Asst. Griffiths \$17.994 hr. 3.5 Hours	Food Service Asst. II Griffiths \$19.338 hr. 5 Hours	11/29/21- TBD
Martinez, Jaime (Working out of class for regular employee)	Food Service Asst. II Griffiths \$19.338 hr. 5 Hours	Lead Food Svc. Asst. Griffiths \$20.844 hr. 7 Hours	11/29/21- 12/06/21

C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Robles Flores, Karla (Working out of class for regular employee)	Food Service Supv. I Gallatin \$3,941.00 mo. 7.5 Hours	Food Service Supv. II Stauffer \$4,149.00 mo. 8 Hours	12/01/21- TBD
Sepulveda, Patricia (Working out of class for regular employee)	Food Service Asst. Gallatin \$17.994 hr. 3 Hours	Food Service Asst. II Gallatin \$19.338 hr. 5 Hours	12/01/21- TBD

D. Leaves of Absence

Employee	Assignment	Effective	Reason
Negrete, Monica	Sr. Instr. AsstSign. Lang.	11/29/21-	AB2393-Child
	DHH Program	12/17/21	Bonding Leave
Rendon, Tracy	Senior Secretary	11/14/21-	FMLA/
	CIA-Secondary	01/05/22	CFRA
Torres, Rosa	Food Service Asst. Downey High	10/28/21- 12/31/21	Personal Business W/OUT PAY

E. Terminations

Employee	Assignment	Effective	Reason
Tran, Christine	Instruct. AsstNursing Adult School	12/03/21	Voluntary Resignation
Williams, Charles	Floor Maint. Worker Operations	12/28/21	Voluntary Resignation



II. 73. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Price Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,406 - \$4,147 per month, effective December 9, 2021.

Supporting Documents



scan1424

DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources/Personnel Commission

DATE:

January 11, 2022

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT-BEHAVIOR)

ACTION ITEM

We have received a request from Danielle Duncan, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior. This new position is being created to support the special needs of a new student at Price Elementary School per the students IEP.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Price Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,406 - \$4,147 per month, effective December 9, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behavior, assigned to Price Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,406 - \$4,147 per month, effective December 9, 2021.



II. 74. RATIFY the establishment of one new position with duties corresponding to the current classification of College and Career Technician, assigned to Downey High School, eight hours per day, eleven months per year, at range 165, \$4,351 - \$5,551 per month, effective December 10, 2021.

Supporting Documents



scan1425

DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources / Personnel Commission

DATE:

January 11, 2022

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (COLLEGE AND CAREER

TECHNICIAN)

ACTION ITEM

We have received a request from John Harris, Director, College and Career Readiness, to establish one new position with duties corresponding to the current classification of College and Career Technician. This new position is being requested at Downey High School to work primarily with the CTE programs at the middle schools.

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 College and Career Technician, assigned to Downey High School, eight hours per day, eleven months per year, at range 165, \$4,351 - \$5,551 per month, effective December 10, 2021.

SUPERINTENDENT'S RECOMMENDATION

RATIFY the establishment of one new position with duties corresponding to the current classification of College and Career Technician, assigned to Downey High School, eight hours per day, eleven months per year, at range 165, \$4,351 - \$5,551 per month, effective December 10, 2021.



II. 75. RATIFY the establishment of one new position with duties corresponding to the current classification of College and Career Technician, assigned to Warren High School, eight hours per day, eleven months per year, at range 165, \$4,351 - \$5,551 per month, effective December 10, 2021.

Supporting Documents



scan1426

DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources / Personnel Commission

DATE:

January 11, 2022

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (COLLEGE AND CAREER

TECHNICIAN)

ACTION ITEM

We have received a request from John Harris, Director, College and Career Readiness, to establish one new position with duties corresponding to the current classification of College and Career Technician. This new position is being requested at Warren High School to work primarily with the CTE programs at the middle schools.

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 College and Career Technician, assigned to Warren High School, eight hours per day, eleven months per year, at range 165, \$4,351 - \$5,551 per month, effective December 10, 2021.

SUPERINTENDENT'S RECOMMENDATION

RATIFY the establishment of one new position with duties corresponding to the current classification of College and Career Technician, assigned to Warren High School, eight hours per day, eleven months per year, at range 165, \$4,351 - \$5,551 per month, effective December 10, 2021.



III. 1. APPROVE Resolution No. 202122-07, in support of Assembly Bill 75, the Kindergarten - Community Colleges Public Education Facilities Bond Act of 2022.

Supporting Documents



scan1430

DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 202122-07

RESOLUTION OF THE BOARD OF EDUCATION OF THE DOWNEY UNIFIED SCHOOL DISTRICT IN SUPPORT OF ASSEMBLY BILL 75, KINDERGARTEN-COMMUNITY COLLEGES PUBLIC EDUCATION FACILITIES BOND ACT OF 2022

WHEREAS, the Downey Unified School District ("District") is committed to providing a quality education to our students and preparing them to succeed in today's global economy; and

WHEREAS, the District has over \$76 million in facility needs which is eligible to be partially matched by State School Facility Funds; and

WHEREAS, the District has several projects on the current Wait List eligible for approximately \$43 million in state matching funds if voters approve AB 75; and

WHEREAS, replacing, upgrading and/or building new classrooms and facilities is expensive and state school bond funds provide the opportunity for districts to build safe, welcoming, and modern classrooms that offer the learning opportunities required for a high-quality 21st century education; and

WHEREAS, Assembly Bill 75, as currently written, authorizes the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 (Bond Act of 2022), providing funding for renovation and improvements of existing classrooms, construction of new classrooms and school facilities, upgrades for HVAC and clean air filters; and

WHEREAS, new bond funds will expand Career Technical Education facilities to improve job and career training, provide funds to meet new needs related to COVID-19, assistance for small school districts, charter school facilities, and interim housing to assist districts impacted by natural disasters; and

WHEREAS, the District supports the School Facility Program retaining date order funding for all projects on the Wait List; and

WHEREAS, the passage of a new State Facility Bond will create jobs throughout California, including careers within the building trades; and

WHEREAS, the State of California has committed funds from all previous bond measures and is currently facing an increasing backlog of unfunded needs, currently at over \$3 billion dollars; and

WHEREAS, Assembly Bill 75, the Bond Act of 2022, will not raise individual local property taxes, while at the same time reduces the need for additional local property taxes for school facilities; and

NOW, THEREFORE BE IT RESOLVED, that the Downey Unified School District supports the Assembly Bill 75 the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 in its current form as drafted and published on May 24, 2021.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the Downey Unified School District this 11th day of January 2022, by the following vote:

YES:
NOES:
ABSENT:
ABSTAINED:
I, Barbara R. Samperi, President of the Downey Unified School District Board of Education, do hereby certify that the forgoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.
Barbara R. Samperi, President
Giovanna Perez-Saab, Clerk



III. 2. ADOPT Emergency Resolution No. 202122-08, Governing Board Resolution for Emergency Resolution - Public Project, for the emergency repair of fencing and gas meter at Alameda Elementary School, to be paid from the Maintenance Fund.

Supporting Documents



scan1427



Division of School Financial Services

Leading Educators • Supporting Students • Serving Communities

GOVERNING BOARD RESOLUTION FOR EMERGENCY RESOLUTION - PUBLIC PROJECT

Down	ey Unified School	District	Resolution	#202122-08
On Motion of Member		, seconded	d by Member	
the following resolution	is adopted by the Govern	ing Board of the	Downey Unified School	District:
WHEREAS, a vehicle a	ccident occurred at Alameda Ele	mentary School, damaging	fencing and a gas meter and r	related piping ; and
WHEREAS, District m	aintenance crews are current	ly unable to make such	repairs given current circum	
WHEREAS, the inability in the closu	to correct and repair damage in ire of the school site, preventing	a timely manner will create continuation of school class	a hazardous situation resulting ses	g; AND
of schools, contract fo emergency when such property; THEREFORE, BE IT I	with the unanimous appror the performance of labo work is necessary to pern	oval of the governing r and purchase of manit the continuance of t the Governing Board	board and approval of aterials without advertising existing school classes of the Downey Unit	ege districts) provides that the county superintendent ng for or inviting bids in an or to avoid danger to life and
superintendent of scho	I that these circumstances ols to enter into contracts tors to repair fencing, gas lines, a	constitute an emerge for:	ency condition and reque	st approval from the county
	,000.00, to be paid from the Main		sam the location to a sale oper	ating condition, in the
PASSED AND ADOPT	nviting bids pursuant to Pu ED by unanimous vote of	the members of the G		tricts) or 20654 (community
DISTRICT Downey Unific	ed School District	MONTH/DAY/YEAR 01/11/22	NUMBER OF VOTES	\$70,000.00
With the approval of t	he County Superintende	nt of Schools, the B	oard will	\$10,000.00
Make a contract	or the performance of labo	or and furnishing of m	aterials or supplies, or	
Authorize the use	of day labor or force acco	ount.**		
AYES:	NOES:		ABSE	NT:
I, <u>Giovanna Perez-</u> District, do hereby cert	OS ANGELES \$ SS Saab Clerk/Secret ify that the foregoing is a	full, true, and correct	Board of the <u>Downey</u> copy of a resolution adop	Unified School District pted by the said Board at a
regularly called and co	nducted meeting held on s	aid date.		
*Civil Code Section 9550 (Public **Community College Districts s	works projects of \$25,000 or more wubject to limitations of PCC 20655; K-	ould require a payment bond)	«/Secretary of the Govern mitations of PCC 20114; CUPCCA I Metalian Output Description Output Description	

FORM NO. 503-826 Rev. 10/24/2012

DISTRIBUTION: Submit Original and one (1) copy to Division of School Financial Services, Commercial Claims Section



IV. 1. APPROVE Appendix A of the Master Agreement, School Calendars:

Recommendation

Option #1 or Option #2 for the 2022-23 school year

and

Option #1 or Option #2 for the 2023-24 school year

Supporting Documents



22-23 Calendar Option #1



22-23 Calendar Option #2



23-24 Calendar Option #1



23-24 Calendar Option #2

