I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER
   Call to Order by Mr. Donald E. LaPlante, President of the Board of Education at 5:00 p.m. on Tuesday, March 10, 2020, in the Grace E. Hornby Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

2. FLAG SALUTE
   Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Nancy A. Swenson, Member of the Board of Education.

3. INVOCATION
   Invocation to be delivered by Martha E. Sodetani, Member of the Board of Education.

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

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

5. ADOPT Agenda #11 for the Regular Meeting of the Board of Education held on March 10, 2020.

6. APPROVE Official Minutes of the Regular Board of Education Meeting held on February 18, 2020, as submitted or with the necessary corrections.

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

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

9. 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 February 2020.

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

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

4. RATIFY agreement as submitted for services provided for Special Education Placement #201920-38 for the period of December 1, 2019 to June 30, 2020.

5. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2019-20 fiscal year.

6. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of January 2020, covered by Payroll Orders issued through February 2020.

7. RATIFY B Warrants for Downey Unified School District, falling between warrant numbers 20064770 and 20074963 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning February 1, 2020 and ending February 29, 2020.

8. RATIFY First Amendment to Service Agreement No. 201920-74 with Haynes Family of Programs/dba S.T.A.R. Academy, to provide additional services and extend the service date from December 31, 2019 to June 30, 2020.

9. RATIFY First Amendment to Service Agreement No. 201920-75 with Haynes Family of Programs/dba S.T.A.R. Academy, to provide additional services and extend the service date from December 31, 2019 to June 30, 2020.

10. RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) with MTGL, Inc. to provide additional soil testing and analysis at Doty Middle School from February 5, 2020 through April 30, 2020.

11. APPROVE Service Agreement No. 201920-168 with Rob Wiltsey Creative Partners, LLC to provide video production services from March 10, 2020 through June 30, 2020.

12. APPROVE Service Agreement No. 201920-243 with Parent Education Bridge for Student Achievement Foundation (PEBSAF) to provide parent workshops for the Parent Empowerment Summit on March 28, 2020.

13. APPROVE Service Agreement No. 201920-248 with Apex Leadership Co. to organize and conduct a fun run fundraiser at Gallatin Elementary School from March 30, 2020 through April 10, 2020.

14. RATIFY Service Agreement No. 201920-260 with Luxury Flush/dba All In Sanitation to provide grease trap cleaning services in the cafeteria at Downey High School from February 14, 2020 through February 21, 2020.

15. APPROVE Service Agreement No. 201920-261 with California Reenactors for American & Irish Cultures, Inc. to perform a Civil War Living History Demonstration at Doty Middle School from May


19. RATIFY Agreement for Construction Services (Small Projects) No. 201920-266 with McCullah Fence Company, Bell Gardens, to remove and repair an iron swing gate at Imperial Elementary School, in the amount of $3,950.00, to be charged to Restricted Maintenance Funds.


21. APPROVE Service Agreement No. 201920-270 with Paradise Cookies and Ice Cream to provide cookies and ice cream for the College Day Luncheon at Warren High School on May 21, 2020.


23. APPROVE Agreement for Construction Services (Small Projects) No. 201920-273 with McCullah Fence Company, Bell Gardens, to remove and install chain link fencing and iron ornamental picket panels at Downey High School, in the amount of $8,040.00, to be charged to Restricted Maintenance Funds.

24. APPROVE Agreement for Construction Services (Small Projects) No. 201920-274 with McCullah Fence Company, Bell Gardens, to install chain link fencing and new swing gate at Warren High School, in the amount of $2,800.00, to be charged to Restricted Maintenance Funds.

25. APPROVE Agreement for Construction Services (Small Projects) No. 201920-275 with McCullah Fence Company, Bell Gardens, to remove and replace an Ameristar fence panel at Unsworth Elementary School, in the amount of $1,680.00, to be charged to Restricted Maintenance Funds.

26. APPROVE Service Agreement No. 201920-276 with Nexx Burger Catering to provide cheeseburger combo meals for the College Day Luncheon at Warren High School on May 21, 2020.

27. APPROVE Agreement for Independent Consultant Services No. 201920-279 with John Lucas Consulting to provide P1 and P2 Certification consultant services to the SELPA Office from March 2, 2020 through June 30, 2020.

28. APPROVE Service Agreement No. 202021-03 with Pali Institute, Inc. for two groups of 5th grade students to attend the Pali Institute's Outdoor Education Program from January 25-27, 2021 and February 1-3, 2021.

29. APPROVE Provider Participation Agreement with the State of California Department of Health Services beginning July 1, 2020.

30. APPROVE First Amendment to the Memorandum of Understanding with the Los Angeles County Office of Education for participation in the census outreach program from October 1, 2019 through June 30, 2020.

31. AUTHORIZE the advertisement for Bid #19/20-08, Painting of Rio San Gabriel, Rio Hondo, Gauldin,
Lewis, and Old River Elementary Schools, to be charged to the Deferred Maintenance Fund.

32. AUTHORIZE the advertisement for Bid #20/21-01 for the purchase of Paper Products for the Food Services Department, to be charged to the Food Services Fund.

33. ACCEPT and APPROVE the use of the National Cooperative Purchasing Alliance Request for Proposals (RFP) #21-16 with the Region 14 Education Service Center, Abilene, Texas and NEC Corporation of America by the Downey Unified School District on an as-needed basis to fill orders for advanced communication solutions with the same advantages, terms and conditions.

34. ACCEPT and APPROVE the use of the Torrance Unified School District Bid #10-04.09.19, Classroom and Office Solutions, Inc., Corona, and McDowell-Craig, Santa Fe Springs, to purchase classroom and office furniture on an as-needed basis with the same advantages, term and conditions.

35. ACCEPT and APPROVE the use of the Prince William County Public Schools Request for Proposals (RFP) #R-TC-18004, for Educational, Classroom, Miscellaneous Support Furniture and Related Products and Services, Virco, Inc., Torrance, to purchase classroom furniture on an as-needed basis with the same advantages, terms and conditions.

36. AWARD Bid #19/20-05, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, to AID Builders, Inc., Los Alamitos, in the amount of $1,361,600.00, to be charged to the Food Services Fund.

37. AWARD Bid #19/20-06 for Basic Maintenance of Eligible Internal Connections (E-Rate), to AMS.NET, Livermore, in the amount of $100,829.70, to be charged to the General and E-Rate Funds.

38. AWARD Bid #19/20-07 for the purchase of Uninterruptible Power Supply (UPS)/Battery Backup Units (E-Rate), in the amount of $41,892.20, to be charged to the General and E-Rate Funds.

39. AWARD Request for Qualifications (RFQ) #2019/2020-04 for Environmental and Hazardous Materials Testing Services to Aurora Industrial Hygiene, South Pasadena; Titan Environmental, Fullerton; and Executive Environmental, Arcadia, to be used as needed and charged to Measure O Bond Funds.

40. AWARD Request for Qualifications (RFQ) #2019/2020-05 for California Environmental Quality Act (CEQA) Consulting Services to Ultra Systems Environmental, Inc., Irvine, and Placeworks, Inc., Santa Ana, to be used as needed and charged to Measure O Bond Funds.

41. APPROVE Change Order #28 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of $152,019.00, to be charged to Measure O Bond Funds.

42. APPROVE Change Order #1 to Bid #19/20-02, Warren High School New Volleyball Courts, with Asphalt Fabric & Engineering, Inc., Signal Hill, in the amount of $9,839.53, to be charged to the Capital Outlay Fund.

43. APPROVE the March 2020 budget transfers and adjustments for the 2019-20 fiscal year.

44. ACKNOWLEDGE receipt of claim dated January 31, 2020, and received February 3, 2020, submitted by the Law Offices of Eric O. Ibis, on behalf of his minor client, M.S., and REJECT claim in compliance with Government Code Section 911-15 and 945.

45. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

46. APPROVE the duties of the Senior Director, Facilities Planning & Development as attached, effective March 11, 2020.
III. GENERAL ADMINISTRATIVE

1. HEAR a presentation from staff regarding steps in place and plan to address potential public health issues.

2. ADOPT Resolution No. 201920-10, Resolution to Order Biennial Governing Board Election.

3. AWARD Request for Qualifications/Proposals RFQ/P #2019/2020-01 for Energy Efficiency Design and Construction Services (Government Code Section 4217.10, et seq.) for Buildings R, S, and Y at Downey High School, to PacificWest Energy Solutions, Inc., Northridge, in the amount of $1,297,236.00, to be charged to Deferred Maintenance Funds.

   
a. Open the Hearing
   
b. Close the Hearing


6. APPROVE the Contract for Energy Efficiency Design/Build Services with PacificWest Energy Solutions, Inc.

7. ADOPT Resolution No. 201920-12, Resolution of the Board of Education of the Downey Unified School District Authorizing Purchase of Apple iPads from Apple, Inc.

8. APPROVE Master Lease Agreement #1156-2-102838 (DUSD Agreement No. 201920-254, Schedule 2) with Apple, Inc. for the lease-purchase of iPads for middle school student use.

9. REVIEW proposed revisions to Board Policy and Administrative Regulation 1105, Uniform Complaint Procedures.

10. REVIEW proposed revision to Administrative Regulation 1105.1, Williams Complaint Procedures.

IV. SPECIAL ADMINISTRATIVE SERVICES - Business


V. SPECIAL ADMINISTRATIVE SERVICES - Personnel

1. DECLARE that as a result of financial uncertainties, negotiations, legislation, and other factors, all management including Superintendent, Associate Superintendent and Assistant Superintendents, confidential, and other unrepresented employee salaries are indefinite for 2020-21.

VI. NEXT MEETING
The next meetings of the Board of Education will be a Special Meeting to be held on Tuesday, April 7, 2020, and a Regular Meeting to be held on Tuesday, April 21, 2020, both at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center.

VII. CLOSED SESSION: to discuss
   
a. Potential Litigation
   
b. Public Employment - Certificated Administration/Classified Management
c. Discipline/Dismissal/Release (Government Code Section 54957)
d. Negotiations

VIII. ADJOURNMENT
Adjourn the Regular Meeting of the Board of Education at the specified hour with the consent of the members.

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

Any writings or documents that are public records are provided to a majority of the governing board regarding an open session item on the agenda will be made available for public inspection in the District Office located at 11627 Brookshire Avenue, Downey, California during normal business hours.
I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. Donald E. LaPlante, President of the Board of Education, at 5:00 p.m. on Tuesday, February 18, 2020, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Mrs. Martha E. Sodetani, Member of the Board of Education.

3. INVOCATION

Invocation to be delivered by Mrs. Barbara R. Samperi, Member of the Board of Education.

4. ROLL CALL

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

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

5. ADOPT Agenda #10 for the Regular Meeting of the Board of Education held on February 18, 2020.

Motion made by: Martha Sodetani
Motion seconded by: Barbara Samperi
Voting:
Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Nancy Swenson - Yes

6. APPROVE Official Minutes of the Regular Board of Education Meeting held on January 21, 2020, and the Special Board of Education Meeting held on January 28, 2020, as submitted or with the necessary corrections.

Motion made by: Barbara Samperi
Motion seconded by: Martha Sodetani
Voting:
Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Nancy Swenson - Yes

7. HEAR a presentation from John Harris, Director of College and Career Readiness, recognizing Charlotte Evensen for the Shared Values Award in the area of Continuous Improvement.

8. RECEIVE the Official 2020 California School Boards Association Delegate Assembly Ballot for Region 24, and CAST vote(s) for no more than six candidates.

The Board of Education received the Official 2020 California School Boards Association Delegate Assembly Ballot for Region 24, and cast votes for the following candidates:

Leighton Anderson (Whittier Union HSD)
Maggie Bove-LaMonica (Hermosa Beach City SD)
Jeremy Gerson (Torrance USD)
Karen Morrison (Norwalk-La Mirada USD)
Ann Phillips (Lawndale ESD)
Jesse Urquidi (Norwalk-La Mirada USD)

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

There was no correspondence.
10. HEAR Oral Communications from Members of the Board of Education and Superintendent.

Dr. Garcia announced that Dr. Brossmer and Dr. Bertsch have had very constructive meetings with Sam Jabananthan and Skip Hellewell regarding additional materials for the California Healthy Youth Act and reviewing the HEART curriculum. We have been in contact with other districts in Orange County that have good resources so we are very encouraged. We are looking forward to continued dialog on how we can follow the law and implement the California Healthy Youth Act. He thanked and acknowledged Sam and Skip for their collaborative efforts.

Mr. LaPlante thanked staff for working with Skip and Sam to refine and improve the California Healthy Youth Act curriculum and make it more appropriate for the Downey community. He reported that the adjustments will be presented to the Board of Education before the end of the school year.

Ms. Swenson shared a story from a new Sussman Middle School teacher who was very impressed that Dr. Garcia came and visited her classroom and knew her name. This teacher attended SkateFest, a local ice skating team event, to support one of her students. Ms. Swenson had the opportunity to visit Price and Imperial schools’ 21 Century Learning Communities (21 CLC) event. She also attended “Grading from the Inside Out” workshop as well as the Rio Hondo Open House. Ms. Swenson announced that the TLC 5K will be held on Saturday, February 29 and noted that TLC has supported 1640 referrals this last year.

Mrs. Perez-Saab welcomed the YMCA family, Linda Soldana and Alex Dominguez from The Patriot to tonight’s meeting. She had the pleasure of visiting Stauffer Middle, Williams Elementary, Family Math Day at Unsworth Elementary School, the Lewis All-Star Studio Grand Opening and the Carpenter PTA Valentine Sweetheart Dance. Mrs. Perez-Saab also attended Military Day at Downey High School as well as their play Beauty and the Beast. She appreciated the student-initiated assembly at Warren High School in memory of those who died in the recent helicopter crash and the first responder speaker that was there. Mrs. Perez-Saab, along with Ms. Swenson, attended the LACSTA diversity meeting.

Mr. Corrin attended the Downey High School play Beauty and the Beast at the Downey Theater and noted that the lower level of the theater was completely filled. The production was very professional, with a large cast including some young kids from our elementary schools. He encouraged the community to come to these events that are very special. Mr. Corrin stated that he is the Director of the YMCA Easter Caravan and they are looking for middle school boys who want to attend this camp over Spring Break. It is currently only $95, including meals, if they sign up in the next three weeks but will increase to $295.

Mrs. Samperi congratulated Dr. Jagielski and Ashley Greaney for the successful CHARACTER COUNTS! Coalition Meeting and noted that everyone was enthused and excited about the national designation. She also had the pleasure of seeing Beauty and the Beast and shared that they have translators at the play for the Deaf and Hard of Hearing students. She attended the California Distinguished Schools ceremony and thought we should have our own recognition ceremony.

Dr. Garcia noted that Dr. Shannon is working with the three schools to coordinate some sort of celebration.

Mrs. Samperi liked the Stauffer ASPIRE program who had a guest speaker about healthy eating. She also enjoyed the Wellness Clinic Open House, which is a great benefit to our employees and their families. Mrs. Samperi thanked the community for donations on tonight’s agenda.

Mrs. Sodetani congratulated Dr. Garcia for being selected as the ACSA Region XIV
Superintendent of the Year, noting it is well deserved. She expressed her appreciation for our character program and Pursuing Victory with Honor sports character program, especially with the character breach in major league baseball. Mrs. Sodetani reported that her son just returned with a YMCA legislator group from Sacramento where 3,000 students presented bills to legislators. She announced that PTA HELPS will be holding their annual tour on April 9 from 9:30 to 11:00 a.m. at the Barbara J. Riley Center. Mrs. Sodetani thanked the community for all the food and monetary donations given to this food pantry. She noted that the 2020 Census is very important and that Congresswoman Lucille Roybal-Allard will be holding an event to discuss the Census on February 22 at 10:00 a.m. at Bell Gardens Veterans Park, 6662 Loveland Street.

Mr. Morris expressed his appreciation to the curriculum committee who took the various comments and will be working them into our curriculum as we move forward with the Course of Study and thanked them for meeting with the stakeholders who are residents of Downey. He congratulated Lois Buchanan who was selected by Assemblymember Garcia as Woman of the Year. Mr. Morris thanked Brian Townsend for redoing the front planters at Carpenter Elementary School as his Eagle Scout project. He congratulated Lewis Elementary School for being selected to participate in a Nickelodeon show.

Mr. LaPlante stated, "Vacate the title," in relation to the Astros scandal. He noted that we are looking at various weeks to recognize the schools that received the California Distinguished School designation. Mr. LaPlante added that he spoke with the State Superintendent about the cost of the event and noted that he would be happy to help plan next year’s event.

Dr. Garcia enjoyed attending the Military Days at our high schools and noted that there are 152 different options you can train for. He added that 95% of them will lead to civilian careers, with the biggest area being cyber security. Dr. Garcia recognized Jim Mogan for putting together the Wellness Clinic for our employees. He thanked Mrs. Sodetani for her kind words and congratulated Blanca Rochin for being selected as the ACSA Region XIV Adult Education Administrator of the Year.

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

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

George Chakarji spoke and performed a song regarding the California Heathy Youth Act curriculum, *Teen Talk*

II. CONSENT AGENDA

*Motion made by:* Tod Corrin  
*Motion seconded by:* Martha Sodetani  

**Voting:**  
Donald LaPlante - Yes  
Tod Corrin - Yes  
D. Mark Morris - Yes  
Giovanna Perez-Saab - Yes  
Barbara Samperi - Yes  
Martha Sodetani - Yes  
Nancy Swenson - Yes

1. ACCEPT with gratitude and in accordance with Board Policy 6372, cash donations totaling $7,911.00, to be used in support of the TLC Family Resource Center through voluntary payroll deductions.

2. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through January 2020.
3. RATIFY and/or APPROVE attendance of actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.

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

5. RATIFY Master Contract with Hillsides Education Center for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.

6. RATIFY agreement as submitted for services provided for Special Education Placement #201920-29 for the period of September 26, 2019 to June 30, 2020.

7. RATIFY agreement as submitted for services provided for Special Education Placement #201920-35 for the period of January 6, 2020 to June 30, 2020.

8. RATIFY agreement as submitted for services provided for Special Education Placement #201920-36 for the period of January 13, 2020 to June 30, 2020.

9. RATIFY agreement as submitted for services provided for Special Education Placement #201920-37 for the period of January 6, 2020 to June 30, 2020.

10. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019100193 Settlement on January 16, 2020 and AUTHORIZE payments as set forth within said agreement.

11. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019101170 Settlement on January 31, 2020 and AUTHORIZE payments as set forth within said agreement.

12. 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 December 2019, covered by Payroll Orders issued through January 2020.

13. RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20053388 and 20064418 in the BEST Financial Advantage Systems, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning January 1, 2020 and ending January 31, 2020.

14. APPROVE Amendment No. 1 for the College and Career Access Pathways Partnership Agreement for the Dual Enrollment Course Program with Cerritos College. Amendment No. 1 will modify our existing agreement by adding an additional course.

15. APPROVE Amendment Number Two to Agreement for Independent Consultant Services No. 201920-58 with Mr. John Fenton DBA FentonOR1.LLC to assist the Facilities Department with oversight of the Measure O Bond Program from July 1, 2019 through June 30, 2020.


17. APPROVE the First Amendment to Service Agreement No. 201920-158 with OverDrive, Inc. to provide student access to the OverDrive Sora Service from July 1, 2019 through June 30, 2020.
18. RATIFY the Supervised Teaching Agreement between Mount Saint Mary's University, Los Angeles and Downey Unified School District, effective February 1, 2020 through June 30, 2025.


20. RATIFY Service Agreement No. 201920-239 with the Greater Los Angeles County Vector Control to provide an interactive STEAM-centric lesson on mosquito biology at Rio San Gabriel Elementary School on January 13, 2020.

21. RATIFY Service Agreement No. 201920-241 with Creative Works Consulting to provide website design for the Downey-Montebello SELPA from January 1, 2020 through June 30, 2020.


23. APPROVE Service Agreement No. 201920-245 with Prismatic Magic, LLC, to provide a Prismatic Celebration Show at Old River Elementary School on May 28, 2020.

24. APPROVE Service Agreement No. 201920-247 with Aequitas Solutions, Inc. to provide on-site scheduling training for District staff on February 27, 2020.


26. APPROVE Agreement for Construction Services (Small Projects) No. 201920-251 with Aurora Industrial Hygiene, South Pasadena, to provide inspection and sampling for hazardous materials services at Columbus High School and Old River Elementary School, in the amount of $4,773.00, to be charged to Restricted Maintenance Funds.


29. APPROVE Service Agreement No. 201920-255 with Emerald Events to provide an inflatable pit and foam machines at Old River Elementary School on May 28, 2020.


32. RATIFY Agreement for Construction Services (Small Projects) No. 201920-258 with Servpro of Downey & Montebello, Downey, to provide mold/bio remediation and recon mold/bio hazard services at Downey High School in the amount of $18,732.11, to be charged to Deferred Maintenance Funds.
33. APPROVE Agreement for Construction Services (Small Projects) No. 201920-259 with M.P. South, Inc., Anaheim, to provide block monument pedestals for the Wall of Fame at Downey High School in the amount of $4,200.00, to be charged to Restricted Maintenance Funds.

34. 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:

- 7 Day Dental Lincoln/Anaheim
- Ballenger Dental Care
- Bell Plaza Dental
- Easy Dental, Michael Tran, Inc.
- Harmony Dental
- JP Family Dentistry
- Mtrandmd Professional Corp.
- The Brace Place

35. APPROVE Second Contract Amendment to Transition Agreement No. 11-0032 with Aequitas Solutions, Inc. to add a Food Service module, effective February 1, 2020 through June 30, 2021.

36. APPROVE Measure O audit contract with Eide Bailly, LLC, Certified Public Accountants, for fiscal year 2019-20 for independent audit services in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution. The maximum annual fee for audit services shall not exceed the amount for year ending June 30, 2020, $9,600.00.

37. APPROVE audit contract with Eide Bailly, LLC, Certified Public Accountants, for fiscal years 2020-21, 2021-22 and 2022-23 for independent audit services as required by California Education Code Section 41020. The maximum annual fee for audit services shall not exceed the amount shown for years ending June 30, 2021, $50,000.00; June 30, 2022, $51,000.00; and June 30, 2023, $52,000.00.

38. APPROVE Measure O audit contract with Eide Bailly, LLC, Certified Public Accountants, for fiscal years 2020-21, 2021-22 and 2022-23 for independent audit services in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution. The maximum annual fee for audit services shall not exceed the amount for years ending June 30, 2021, $9,800.00; June 30, 2022, $9,800.00; and June 30, 2023, $9,800.00.


40. APPROVE the memorandum of understanding with Community Family Guidance Center to provide mental health services for the 2019-20 and the 2020-21 school years.

41. REJECT all bids received against Bid #19/20-03, Convert Modular Locker and Band Rooms into Classrooms at Stauffer Middle School.

42. APPROVE Change Order #1 to Purchase Order #195257 for repairs to a restroom at Doty Middle School at the request of the Maintenance Department with Harik Construction, Inc., Glendora, in the increased amount of $2,886.50, to be charged to Deferred Maintenance Funds.

43. APPROVE Change Order #27 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of $754,518.00, to be charged to
44. APPROVE Change Order #2 to Bid #18/19-14, Replacement of Kitchen Exhaust Hood at Lewis Elementary School, with R Dependable Construction, Inc., San Bernardino, in the amount of $15,095.77, to be charged to Deferred Maintenance Funds.

45. APPROVE Change Order #1 to Bid #19/20-01, Construction of New Kindergarten Playground at Carpenter Elementary School, with Micon Construction, Inc., Placentia, in the amount of $6,398.80, to be charged to Measure O Bond Funds.

46. ACCEPT as complete Bid #18/19-14, New Kitchen Exhaust Hood at Lewis Elementary School, with R Dependable Construction, Inc., San Bernardino, in the final amount of $200,372.57, to be charged to the Food Services and Deferred Maintenance Funds; and

47. ACCEPT as complete Bid #19/20-01, Construction of New Kindergarten Playground at Carpenter Elementary School, with Micon Construction, Inc., Placentia, in the final amount of $326,328.80, to be charged to Measure O Bond Funds; and

48. APPROVE the destruction of Class 1, 2, and 3 Disposable District Records; and

49. APPROVE the declaration and sale and/or recycling of District obsolete property and ABATE the income to the General Fund Account #01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.

50. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

51. RATIFY the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six hours per day, ten months per year, at range 115, $3,273 - $4,184 per month, effective December 10, 2019.

52. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Unsworth Elementary School, six hours per day, ten months per year, at range 115, $3,273 - $4,184 per month, effective December 10, 2019.

53. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six and one-half hours per day, ten months per year, at range 115, $3,273 - $4,184 per month, effective January 6, 2020.

54. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Griffiths Middle School, six and one-half hours per day, at range 105, $3,119 - $3,981 per month, effective January 7, 2020 through January 31, 2020.

55. APPROVE the duties of the Special Education Data & Compliance Specialist as attached, effective February 19, 2020.

III. GENERAL ADMINISTRATIVE

Mrs. Perez-Saab left at 6:00 p.m., and the vote shall reflect that of six members from this point forward.

1. HEAR presentation from Downey Family YMCA with an update on Future Development.
The Board of Education heard a presentation from Downey Family YMCA with an update on Future Development.

Mrs. Perez-Saab arrived at 6:24 p.m., and the vote shall reflect that of seven members from this point forward.

2. APPROVE the 2020-21 and 2021-22 School Calendars, Appendix B of the Master Agreement with Downey Education Association as negotiated.

   Motion made by: Barbara Samperi
   Motion seconded by: Martha Sodetani
   Voting:
   Donald LaPlante - Yes
   Tod Corrin - Yes
   D. Mark Morris - Yes
   Giovanna Perez-Saab - Yes
   Barbara Samperi - Yes
   Martha Sodetani - Yes
   Nancy Swenson - Yes


   Motion made by: Barbara Samperi
   Motion seconded by: D. Mark Morris
   Voting:
   Donald LaPlante - Yes
   Tod Corrin - Yes
   D. Mark Morris - Yes
   Giovanna Perez-Saab - Yes
   Barbara Samperi - Yes
   Martha Sodetani - Yes
   Nancy Swenson - Yes


   Motion made by: Barbara Samperi
   Motion seconded by: Giovanna Perez-Saab
   Voting:
   Donald LaPlante - Yes
   Tod Corrin - Yes
   D. Mark Morris - Yes
   Giovanna Perez-Saab - Yes
   Barbara Samperi - Yes
   Martha Sodetani - Yes
   Nancy Swenson - Yes

5. ADOPT Resolution No. 201920-09, Resolution of the Board of Education of the Downey Unified School District Authorizing Purchase of Apple iPads from Apple, Inc.

   Motion made by: Barbara Samperi
   Motion seconded by: Nancy Swenson
   Voting:
   Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Nancy Swenson - Yes

6. APPROVE Master Lease Agreement #1156-1-102781 (DUSD Agreement No. 201920-254) with Apple, Inc. for the lease-purchase of iPads for elementary student use.

Motion made by: Barbara Samperi
Motion seconded by: Giovanna Perez-Saab
Voting:
Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Nancy Swenson - Yes

IV. SPECIAL ADMINISTRATIVE SERVICES - Instruction

1. APPROVE the proposed 2020-21 Course of Study for the middle and high schools.

Motion made by: D. Mark Morris
Motion seconded by: Tod Corrin
Voting:
Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Nancy Swenson - Yes

2. APPROVE Revision of the Comprehensive School Safety Plans for the 2019-20 school year.

Motion made by: Barbara Samperi
Motion seconded by: D. Mark Morris
Voting:
Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Nancy Swenson - Yes

V. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, March 10, 2020, at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

The meeting was recessed at 6:45 p.m. and reconvened at 6:58 p.m.
VI. CLOSED SESSION to discuss:

The Board of Education retired into Closed Session at 6:59 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release and Negotiations.

Mrs. Perez-Saab left at 7:50 p.m., and the vote shall reflect that of six members from this point forward.

The Board of Education continued Closed Session to Conference with Real Property Negotiators, and reconvened into Open Session at 8:06 p.m.

During its recently concluded Closed Session, the Board of Education voted to unanimously hire Danielle Duncan as Program Administrator.

VII. ADJOURNMENT

The Board of Education Meeting adjourned at 8:08 p.m. in memory of Dolores Arko, Sid Garcia, Margaret Jones and Diane Zowada.

Board of Education
DOWNEY UNIFIED SCHOOL DISTRICT

________________________________________
Donald E. LaPlante, President

________________________________________
D. Mark Morris, Clerk
The following gift donations have been received by the Downey Unified School District:

1. Donation of two rice cookers, books and lotion from Charlene Shimada, value determined by donor to be $20.00, to be used in support of the TLC Family Resource Center;

2. Donation of toiletries from Columbus High School students and staff, value determined by donor to be $50.00, to be used in support of the TLC Family Resource Center;

3. Sponsorship donation of $250.00 for the Healthy Downey 5K for TLC from Julane E. Helm, to be used in support of the TLC Family Resource Center;

4. Sponsorship donation of $500.00 for the Healthy Downey 5K for TLC from Artkinson, Andelson, Loya, Ruud & Romo, to be used in support of the TLC Family Resource Center;

5. Sponsorship donation of $500.00 for the Healthy Downey 5K for TLC from the Downey Administrators Association, to be used in support of the TLC Family Resource Center;

6. Sponsorship donation of $1,001.00 for the Healthy Downey 5K for TLC from Mary R. Stauffer Middle School students and staff, to be used in support of the TLC Family Resource Center;

7. Donation of 48 bags of jambalaya from the Downey Federal Credit Union, value determined by donor to be $144.00, to be used in support of the TLC Family Resource Center;

8. Donation of two boxes of sanitary napkins from Ellie Eck, value determined by donor to be $35.00, to be used in support of the TLC Family Resource Center;
9. Donation of 100 TAP cards for the Metro from Linda Osborn, value determined by donor to be $500.00, to be used in support of the TLC Family Resource Center;

10. Donation of a $30.00 Smart & Final gift card from the San Gabriel Valley Purchasing Association, to be used in support of the Culinary Arts Program at Warren High School;

11. Donation of 44 three-ring binders from Legacy Church, value determined by donor to be $66.00, to be used in support of the TLC Family Resource Center.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through February 2020.
<table>
<thead>
<tr>
<th>Name</th>
<th>Last Name</th>
<th>Position</th>
<th>Dates</th>
<th>Conference Title</th>
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<td>10/25/2019</td>
<td>Ameliorating Child Outcomes</td>
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<td>Event/Conference</td>
<td>Location</td>
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<td>Jackie Carril</td>
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<td>5/22/2020 to 6/25/2020</td>
<td>AP Capstone @ The Beach 2020</td>
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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.
DATE: March 10, 2020  
TO: Board of Education  
FROM: John A. Garcia, Jr., Ph.D., Superintendent  
SUBJECT: CONFERENCE REQUESTS FROM OTHER THAN EMPLOYEES  

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

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<td>Beall</td>
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<td>Spring Computer Using Educators</td>
<td>Palm Springs</td>
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<tr>
<td>Helen</td>
<td>Haas</td>
<td>Vice Principal</td>
<td>3/19/2020 to 3/21/2020</td>
<td>Spring Computer Using Educators</td>
<td>Palm Springs</td>
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<tr>
<td>Brian</td>
<td>Miller</td>
<td>Administrator</td>
<td>3/19/2020 to 3/21/2020</td>
<td>Spring Computer Using Educators</td>
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<td>Wicck</td>
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<td>3/19/2020 to 3/21/2020</td>
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<tr>
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<td>6/28/2020 to 7/1/2020</td>
<td>International Society for Tech. in Educ.</td>
<td>Anaheim</td>
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<td>Meisel</td>
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<td>6/28/2020 to 7/1/2020</td>
<td>International Society for Tech. in Educ.</td>
<td>Anaheim</td>
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<tr>
<td>Brian</td>
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<td>6/28/2020 to 7/1/2020</td>
<td>International Society for Tech. in Educ.</td>
<td>Anaheim</td>
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<tr>
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<td>6/28/2020 to 7/1/2020</td>
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<td>Anaheim</td>
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**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.
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<td></td>
<td>PO3W</td>
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</tr>
<tr>
<td>FUND 13.0</td>
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<td></td>
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<tr>
<td>CAFETERIA</td>
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<td>$830,182.97</td>
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<td>PO3W</td>
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<td>$106,993.45</td>
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<td>FUND 21.0</td>
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<td>BOND MEASURE O</td>
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<td>FUND 40.0</td>
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<td>SPECIAL RESERVE</td>
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<td>$454,739.53</td>
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<td>FUND 67.0</td>
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<td>SELF INS. PROPERTY/ LIABILITY</td>
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<td>$3,062.90</td>
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<td>FUND 67.1</td>
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<td></td>
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<tr>
<td>SELF INSURANCE WORKERS' COMP</td>
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<tr>
<td>$50,000.00</td>
<td>PO2W</td>
<td>200000001321</td>
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</tbody>
</table>
DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: March 10, 2020
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 January 2020, covered by Payroll Orders issued through February 2020.

<table>
<thead>
<tr>
<th></th>
<th>Hourly</th>
<th>Overtime</th>
<th>Civic Center &amp; Recreation</th>
<th>Adult School</th>
<th>Food Services</th>
<th>Building Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reg. #H1O-N</td>
<td>205,700.01</td>
<td>13,030.30</td>
<td>45,478.02</td>
<td>1,802.48</td>
<td>116,875.07</td>
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<td>Reg. #H1O-C</td>
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<td>Reg. #044-N</td>
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<td>Reg. #038-N</td>
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<td>11,163.01</td>
<td>42,963.21</td>
<td>2,158.73</td>
<td>140,055.25</td>
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<tr>
<td>Reg. #H1N-C</td>
<td>2,327.00</td>
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<tr>
<td>Reg. #E4N-N</td>
<td>134,566.83</td>
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<td>Reg. #036-N</td>
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<td>51.92</td>
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<td>Reg. #030-N</td>
<td></td>
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<td></td>
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<td></td>
<td>396.47</td>
</tr>
</tbody>
</table>

TOTAL $939,046.74
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
        Michael Martinez, Senior Director, Budget and Finance

SUBJECT: B WARRANTS

ACTION ITEM

RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20064770 and 20074963 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning February 1, 2020 and ending February 29, 2020:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund (01.0)</td>
<td>3,353,380.29</td>
</tr>
<tr>
<td>SELPA Administrative Unit Fund (01.1)</td>
<td>327.41</td>
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<tr>
<td>Adult Education Fund (11.0)</td>
<td>85,370.06</td>
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<tr>
<td>Cafeteria Fund (13.0)</td>
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<tr>
<td>Deferred Maintenance Fund (14.0)</td>
<td>42,831.51</td>
</tr>
<tr>
<td>Building Fund (21.0)</td>
<td>5,059,091.35</td>
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<tr>
<td>Special Reserve for Capital Outlay Fund (40.0)</td>
<td>2,280.00</td>
</tr>
<tr>
<td>Property/Liability Self-Insurance Fund (67.0)</td>
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<tr>
<td>Workers' Comp. Self-Insurance Fund (67.1)</td>
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<td>Health Care Self-Insurance Fund (67.2)</td>
<td>1,175,611.62</td>
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<tr>
<td>Dental Care Self-Insurance Fund (67.3)</td>
<td>329,037.69</td>
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<tr>
<td>Vision Care Self-Insurance Fund (67.4)</td>
<td>42,042.17</td>
</tr>
<tr>
<td>Retirement Medical Self-Insurance Fund (67.5)</td>
<td>21,690.13</td>
</tr>
<tr>
<td>Payroll Clearance Fund (76.0)</td>
<td>1,052,936.53</td>
</tr>
</tbody>
</table>

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 10th day of March, 2020, between Haynes Family of Programs/dba S.T.A.R. Academy, hereinafter referred to as “CONSULTANT”, and the DONNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT NO. 201920-74 approved by the Board of Education on September 9, 2019 and amended March 10, 2020 to provide compensatory speech and language services for Student #607759, to include the following:

   A. By adding twenty (20) additional hours per the attached rate sheet; and

   B. By increasing the AGREEMENT amount by THREE THOUSAND, THREE HUNDRED DOLLARS AND NO/100 ($3,300.00) from THREE THOUSAND, THREE HUNDRED DOLLARS AND NO/100 ($3,300.00), for a total AGREEMENT amount of SIX THOUSAND, SIX HUNDRED DOLLARS AND NO/100 ($6,600.00); and

   C. By extending the contract completion date from December 31, 2019 to be through June 30, 2020.

2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT NO. 201920-74, shall remain in full force and effect.

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

HAYNES FAMILY OF PROGRAMS/DBA S.T.A.R. ACADEMY

By________________________________________

Print Name_______________________________

Title______________________________________

Date_______________________________________

DONWEY UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

By________________________________________

Christina Aragon

Associate Superintendent, Business Services

Date_______________________________________

EXHIBIT “A” ATTACHED
# Non-Public School & Non-Public Agency Services Haynes

## Education Center (NPS) & S.T.A.R. Academy (NPA)

### Rate Sheet – Home Based Services 2019-2020***

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Supplemental Academic Services (SAS) or Transition Services</td>
<td>$85.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>(2) In-Home &amp; Hospital (IHH)/Resource Specialist Program (RSP) Services**</td>
<td>$120.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>(3) Educational Counseling &amp; Guidance – Individual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Parent Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Educational Counseling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. E.R.I.C.S. or E.R.M.H.S.</td>
<td>$120.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>(4) Language and Speech Services (LAS)/Therapy – Individual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Language &amp; Speech Therapy</td>
<td>$165.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>b. Language and Speech Assessment</td>
<td>$1,750.00</td>
<td>Per Student</td>
</tr>
<tr>
<td>c. Language and Speech Assessment – Includes AAC Assessment</td>
<td>$1,950.00</td>
<td>Per Student</td>
</tr>
<tr>
<td>(5) Occupational Therapy (OT) – Individual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Occupational Therapy</td>
<td>$165.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>b. Occupational Therapy Assessment</td>
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<td>Per Student</td>
</tr>
<tr>
<td>(6) Behavior Intervention - School or Home Based</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Behavior Intervention Implementation (BII)</td>
<td>$85.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>b. Behavior Intervention Development (BID) or Consultation</td>
<td>$130.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>c. Functional Behavioral Assessment – One Location</td>
<td>$1,750.00</td>
<td>Per Student</td>
</tr>
<tr>
<td>d. Functional Behavioral Assessment – Two Locations (School &amp; Home)</td>
<td>$1,950.00</td>
<td>Per Student</td>
</tr>
<tr>
<td>e. Functional Analysis Assessment</td>
<td>$1,950.00</td>
<td>Per Student</td>
</tr>
<tr>
<td>(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing</td>
<td>$100.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>(8) Academic Achievement Test or Transition Assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Comprehensive Academic Assessment (WJ IV, KTEA, Brigance) - Max 2 Tests</td>
<td>$850.00</td>
<td>Per Student</td>
</tr>
<tr>
<td>b. Transition Assessment</td>
<td>$1,700.00</td>
<td>Per Student</td>
</tr>
</tbody>
</table>

**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charged at the same hourly rate listed above.**

***School District & Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized NPA service/contracted hours. SSR report will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services as "Final Session/SSR."**
FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 10th day of March, 2020, between Haynes Family of Programs/dba S.T.A.R. Academy, hereinafter referred to as “CONSULTANT”, and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT NO. 201920-75 approved by the Board of Education on September 9, 2019 and amended March 10, 2020 to provide compensatory supplemental academic support for Student #607759, to include the following:

   A. By adding twenty (20) additional hours per the attached rate sheet; and

   B. By increasing the AGREEMENT amount by TWO THOUSAND, FIVE HUNDRED FIFTY DOLLARS AND NO/100 ($2,550.00) from TWO THOUSAND, FIVE HUNDRED FIFTY DOLLARS AND NO/100 ($2,550.00), for a total AGREEMENT amount of FIVE THOUSAND, ONE HUNDRED DOLLARS AND NO/100 ($5,100.00); and

   C. By extending the contract completion date from December 31, 2019 to be through June 30, 2020.

2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT NO. 201920-75, shall remain in full force and effect.

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

HAYNES FAMILY OF PROGRAMS/DBA S.T.A.R. ACADEMY

By ____________________________

Print Name ____________________________

Title ____________________________

Date ____________________________

DONWEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

By ____________________________

Christina Aragon

Associate Superintendent, Business Services

Date ____________________________

EXHIBIT “A” ATTACHED
Non-Public School & Non-Public Agency Services Haynes Education Center (NPS) & S.T.A.R. Academy (NPA)

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</tr>
<tr>
<td>a. Parent Training</td>
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<td>Per Hour</td>
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Updated: 02/01/19
DOWNey unified school district
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

Service agreement
Agreement No. 201920-168

This agreement made and entered into this 10th day of March, 2020 by and between Rob Witsey Creative Partners, hereinafter called the Service Provider and the Downey unified school district, hereinafter called the district mutually agree as follows:

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

See Attachment A

2. Cost of services. The district agrees to pay Service provider the total contract price of: $________________, not to exceed $6,000 for the services. Service Provider shall provide an invoice to District monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School District, 11627 Brookshire Avenue, Downey, CA 90241.

3. Include W-9. Internal Revenue service Form W-9 must be completed and included with the agreement.

4. Term. The term of this agreement begins March 10, 2020 and will terminate on or before June 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the District. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. Background check and fingerprinting. Service provider will be responsible to fully comply with the provisions of the education code section 45125.1 when it is determined that the Service provider or Service provider’s employees/subcontractors will have more than limited contact with district students in the performance of the work of the agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A\:VII by A.M. Best Company:

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

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

**Workers' Compensation/Employer's Liability:**
   b. Employer's Liability, $1,000,000 per accident for bodily injury or disease.

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

**Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):**
   a. an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

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

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

Downey Unified School District
Service Agreement No. 201920-168
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such
property, done or caused by such persons. DISTRICT assumes no responsibility
whatsoever for any property placed on the premises. SERVICE PROVIDER further
agrees to waive all rights of subrogation against the DISTRICT. The provisions of the
Article do not apply to any damage or losses caused solely by the negligence of the
DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the
DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds
as respects any and all liability arising out of, or pertaining to, products of the SERVICE
PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired
or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER’s insurance coverage
shall be primary insurance as respects the DISTRICT, its officers, officials, employees
and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute
between them arising out of or in any way related to this Agreement, the relationship
between them, or any disputes upon termination of Agreement. Arbitration is the parties’
only recourse for such claims and the parties waive the right to pursue such claims in
any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance
thereunder during the time and to the extent that they are prevented from obtaining,
delivering, or performing by act of God, fire, strike, loss, or shortage of transportation
facilities, lock-out, commandeering of materials, products, plants or facilities by the
government, when satisfactory evidence thereof is presented to the other party(ies),
provided that it is satisfactorily established that the non-performance is not due to the
fault or neglect of the party not performing.

10. **Attorney’s Fees.** If any action is brought by either party against the other party
hereunder, each party shall be responsible for its own expenses, including legal and
accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to
obtain any needed business licenses, certificates, permits to conduct business to meet
the terms of this Agreement.

12. **DISTRICT’s Right of Retention.** DISTRICT shall become the owner of and entitled to
exclusive possession of all records, documents, graphs, photographic or other
reproductions of newly produced records as part of or resulting from this Agreement
and no other uses thereof will be permitted except by permission of DISTRICT. All
pre-existing Service Provider data and materials provided to District by Service
Provider to assist in the performance of this Agreement shall remain Service
Provider’s property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and
made a part of this agreement.
14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

**DISTRICT**

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

**SERVICE PROVIDER**

Name: Rob Wiltsey Creative Partners
Dept.: 
Address: 300 S Raymond, Suite 6
Pasadena, CA 91105
Contact: Rob Wiltsey
Phone/email: (626) 533-0334; rob@schoolshine.com

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

**DISTRICT**

DOWNNEY UNIFIED SCHOOL DISTRICT

Signature

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

**SERVICE PROVIDER**

Rob Wiltsey Creative Partners dba School Shine

Signature

Print Name: Rob Wiltsey
Print Title: President
Date: 2/24/2020

_District use only below line_

Account Number to be Charged 01.0-00000.0-00000-71500-5890-7517770

John Garcia - Superintendent

Name and Title of Site Administrator-Please print

Signature of Site Administrator 2/24/2020
Date

Signature of Program Director ONLY IF using categorical funds Date

Downey Unified School District
Service Agreement No. 201920-168
Downey Unified School District  
Retainer Agreement: March 10th, 2020 - June 30th, 2020

FROM  
Rob Wiltsey Creative Partners (DBA School Shine)  
300 S Raymond Ave, Suite 6  
Pasadena, CA 91105  
(626) 533-0334

FOR  
Downey Unified School District  
11627 Brookshire Ave  
Downey, CA 90241  
(562) 469-6500

Overview

The purpose of this retainer agreement is to produce 3 "basic standard" videos from March 10th, 2020 through June 30th, 2020 for Downey Unified School District.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Quantity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Basic Standard Videos&quot;</td>
<td>$2,000</td>
<td>3</td>
<td>Production Schedule: March 10th, 2020 - June 30th, 2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Video Style: Short, premium, cinematic, narrative, promotional</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Runtime: Approx 45-60 seconds each</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Music Licensing: Included</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$6,000</td>
</tr>
</tbody>
</table>

Amount

If you have any questions about this quote, please contact

Rob Wiltsey  
(626) 533-0334  
rob@schoolshine.org

Agreement Draft Date: February 21st, 2020
Service Provider Production Retainer Agreement – CYP5D

This is a contract between Downey Unified School District ("Client") and Rob Wiltsey Creative Partners, LLC (DBA School Shine) ("Service Provider") to retain video production services. The terms and conditions of this agreement are set forth as follows:

1. Services. Client has retained Service Provider to provide video production. The purpose of this retainer is for Client to retain Three Production Days, as defined in section 4, with Service Provider.

2. Term. This retainer shall expire on June 30th, 2020 or when Client enters into another retainer agreement.

3. Payment. Client agrees to pay Service Provider a sum of $6,000 ($2,000 per Production Day) to retain services at the rate and with the benefits stated within this contract.

Client will pay one payment installment as follows:

   Installment 1: $6,000

The Client must pay the first installment of the retainer in full before any work will commence. Project charges will be applied against the retainer until expended. If the retainer is expended, projects will not continue until the Client deposits additional funds with Service Provider or negotiates a new retainer. Retainers and additional funds are considered fully earned and non-refundable. Unused funds may be carried over for a maximum of 1 month past the contract end date; it is incumbent upon Client to utilize their funds by commissioning projects.

4. Rates. A standard School Shine Production includes a maximum of 2 hours of consulting and pre-production, a maximum of 4 hours of production (on a single calendar day), and a maximum of 8 hours of post-production and final delivery. Hours begin at pre-agreed meeting time. Each Production retained ahead of time by Client will fall within the scope and details defined by one of School Shine’s Project Blueprints.

   Any projects requiring additional hours beyond the scope of a School Shine Project Template will be charged the following rates:

   Consulting and Pre-Production: $100 per hour
   Production: $250 per hour
   Post-Production: $150 per hour

Cost includes music licensing from Service Provider’s preferred music subscription services. Projects requiring stock footage, additional music licensing, or anything not included in a standard basic video will be charged cost for those items and billed to the retainer first.

5. Quotes. The size and scope of each video project will be defined during the consulting phase and Service Provider will provide a quote to the Client for any additional expected fees should the project fall beyond the scope of a standard basic Service Provider video. Client must approve the quote before Service Provider will proceed with the project.

6. Logistics. Client agrees to limit production to one address location per Production Day, unless allowed under the discretion of Service Provider. Client defers completely to Service Provider’s discretion to approve all Production schedules required to produce the agreed upon deliverables.

7. Communication. Client must designate a singular point of contact through whom all communication must pass. A secondary point of contact may be designate should the primary be unavailable. Service Provider must be advised immediately of any changes to the primary point of contact. Service Provider is not responsible for any errors in communication caused by the Clients failure to notify Service Provider of a change in contact. The primary point of contact is:

   Name: Ashley Greaney
   Position: Public Relations Coordinator
   Phone: (562) 469-6513
   Work Address: 11627 Brookshire Ave, Downey, CA 90241
   Email: agreaney@dusd.net

   Email communication and phone calls under fifteen minutes between Client and Service Provider to discuss projects will not count against any project hours.

Agreement Draft Date: February 21st, 2020

schoolSHINE
www.schoolshine.org

24
8. Cancellation. Retainers are considered fully earned and non-refundable.

9. Client Responsibilities. Client understands that Service Provider and its staff are not employees, and that this will be a collaborative, professional relationship of equals where mutual professional respect, courtesy and consideration are expected. Due to the virtual nature of the relationship, Client understands the importance of communication, especially via email, and agrees to respond to questions, requests and communications from Service Provider in a timely manner. Client understands that Service Provider is a business with other clients to serve, and requires fair, realistic notice in order to attend to Client's needs.

In order for a School Shine Production Date to be confirmed, all Pre-Production Tasks related to said Production Date (assigned to Client by Service Provider) must be completed and approved by Client. Pre-Production Tasks may include:
- Preliminary Creative Call
- Review/Approval of Project Master Documents
- Confirming logistical details
- Additional tasks critical to the Production

Production Dates must be scheduled with Service Provider no sooner than 7 days in advanced.

First delivery of video edits will be delivered to Service Provider 3 weeks from respective Production Date, unless otherwise agreed to.

10. Return of Records. Upon termination of this Agreement, Service Provider shall deliver all records, notes, and data of any nature that are in Service Provider's possession or under Service Provider's control and that are Client's property or relate to Client's business.

11. Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. Use and Copyright: Client is entitled to unlimited use, may retain a copy of, and otherwise distribute all videos produced by Service Provider for Client under this agreement for eternity. Service Provider shall own the copyrights for every video produced by them for the Client. Further, Client owns the rights for unlimited use, storage, and distribution for all videos for any purpose for eternity.

15. Applicable Law. This Agreement shall be governed by the laws of the State of California.

Service Provider Signature: [Signature] Date: 2/21/20

Client Signature: [Signature] Date: [Signature]

Agreement Draft Date: February 21st, 2020

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

SERVICE AGREEMENT  
Agreement No. 201920-243

THIS AGREEMENT made and entered into this 23rd of January, 2020 by and between PEBSAF **See Full Name Below** , hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

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

**Consultant Name: Parent Education Bridge for Student Achievement Foundation**

Providing Parent Workshops for the Parent Empowerment Summit

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $2,992.00, not to exceed $2,992.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins 03/28/2020 and will terminate on or before 03/28/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER’s employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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

**Automobile Liability:**
- a. $1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include “Owned, Non-Owned, and Hired” automobiles.

**Workers' Compensation/Employer's Liability:**
- b. Employer’s Liability, $1,000,000 per accident for bodily injury or disease.

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

**Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):**
- a. an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party’s premises.

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERs, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.
14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

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

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

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature
Print Name: Christina Aragon
Print Title: Associate Superintendent Business Services
Date:

SERVICE PROVIDER

PEBSAF

Signature
Print Name: Jenny Marquez
Print Title: Director
Date: 01/23/2020

District use only below line

Account Number to be Charged 91.0-30100.0-11100-10000-5804-7470000

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

Name and Title of Site Administrator—Please print

Signature of Site Administrator
Date

Signature of Program Director ONLY IF using categorical funds
Date

Downey Unified School District
Service Agreement No. 201920-243
This agreement is entered between Parent Education Bridge for Student Achievement Foundation (PEBSAF) and Downey Unified School District.

Workshop Series: PEBSAF PARENT UNIVERSITY

Service: Full Service  # of Sessions: 8  Total fee-for-service: $ 2,992.00

Presented in Spanish

# of Instructors: One Instructor per session

Important:

- School will provide translation services, if necessary.
- School will make copies of instructional material provided by PEBSAF, if necessary.
- Invoicing will take place upon completion of each parent workshop session.
- Please itemize the purchase order, so we may be able to invoice as we complete the workshop sessions.
- School will provide a Purchase Order or Board approved documentation prior to the first workshop.
School: Downey Unified School District
11627 Brookshire Ave
Downey, California 90241
School District: Downey Unified School District

Requested by: Veronica Lizardi
(562) 904-3500
vlizzard@dusd.net

Workshop Series: PEBSAF PARENT UNIVERSITY

Presented in Spanish Service: Full Service

<table>
<thead>
<tr>
<th>Workshop Title</th>
<th>Workshop Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Helping your child think STEAM</td>
<td>3/28/2020</td>
</tr>
<tr>
<td>Helping your child think STEAM</td>
<td>3/28/2020</td>
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<tr>
<td>Fixed vs. Growth Mindset Self-Talk</td>
<td>3/28/2020</td>
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<tr>
<td>Fixed vs. Growth Mindset Self-Talk</td>
<td>3/28/2020</td>
</tr>
<tr>
<td>Introduction: Practical strategies to reduce bullying</td>
<td>3/28/2020</td>
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<tr>
<td>Introduction: Practical strategies to reduce bullying</td>
<td>3/28/2020</td>
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<tr>
<td>Mapping a plan to college throughout the high school years 9-12</td>
<td>3/28/2020</td>
</tr>
<tr>
<td>Mapping a plan to college throughout the high school years 9-12</td>
<td>3/28/2020</td>
</tr>
</tbody>
</table>

School Approval: ___________________________ Title: ___________________________ Date: ________________
DOWNEY UNIFIED SCHOOL DISTRICT  
11627 Brookshire Avenue  
Downey, CA 90241  
(562) 469-6500

SERVICE AGREEMENT  
Agreement No. 201920-248

THIS AGREEMENT made and entered into this 20 of October, 2020 by and between Apex Leadership Co/ _____________, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

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

   One time booking fee to assist with Fun Run

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $750 _____________, not to exceed $750 _____________ for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins 03/30/2020 ___________ and will terminate on or before 4/10/2020 ___________ provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER’s employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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

**Automobile Liability:**
- a. $1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include “Owned, Non-Owned, and Hired” automobiles.

**Workers’ Compensation/Employer’s Liability:**
- b. Employer’s Liability, $1,000,000 per accident for bodily injury or disease.

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

**Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):**
- a. an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party’s premises.

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER’s insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties’ only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

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

**DISTRICT**
Downey Unified School District  
Business Services  
11527 Brookshire Ave.  
Downey, CA 90241  
Contact: Debbie Black  
(562)469-6521/dblack@dusd.net

**SERVICE PROVIDER**
Name: APEX Leadership Co.  
Dept.:  
Address: 3435 E. Thousand Oaks Blvd # 6325  
Thousand Oaks, CA 91362  
Contact: Ron Evans  
Phone/email: 310.403.9951

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

**DISTRICT**

**DOWNNEY UNIFIED SCHOOL DISTRICT**

Print Name: Christina Aragon  
Print Title: Associate Superintendent  
Business Services

Date:

**SERVICE PROVIDER**

APEX Leadership Co.  

Print Name:  
Print Title:  

Date: 1-30-20

---

**District use only below line**

Account Number to be Charged 01.0-00000.0-11100-10000-4320-1046200  
Katherine Estevaz, Principal  
Name and Title of Site Administrator-Please print

Signature of Site Administrator  
Date  

Signature of Program Director ONLY IF using categorical funds  
Date  

Downey Unified School District  
Service Agreement No. 201920-248
EVENT AGREEMENT

This Event Agreement (the "Agreement") is entered into effective as of the 2nd day of October, 2019 by and between APEX LEADERSHIP CO (hereinafter "Apex") and Gallatin Elementary ("Customer"). Customer’s profile: Grades TK-5; Population 757; FRL% 56.6.

WHEREAS, Customer desires to organize a Fun Run and conduct related promotional and educational activities (collectively, the "Race") commencing on March 30, 2020, and continuing through April 18, 2020 (the "Term"), in order to promote Customer as well as raise funds for Customer’s desired needs or purposes;

WHEREAS, Apex is in the business of organizing, marketing, and putting on fundraising events such as the Race.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

1. Apex Services. Apex agrees to plan, organize, market, promote, and conduct the Teacher Huddle, Pep Rally, daily customer service, and the Race. Such services shall include the following: (i) marketing and promotional activities in connection with the Race in order to increase participation including presentations to students and teachers; (ii) contracting with sponsors (provided that any sponsors shall be subject to Customer’s approval); (iii) coordinate the Race course design/layout, as well as coordinate all water stations, starting lines, and finish lines; (iv) maintain commercial general liability insurance with minimum policy limits of $1,000,000 per occurrence to cover liability for bodily injury or property damage arising out of Apex’s activities in connection with the Race.

2. Customer Cooperation. Customer agrees to cooperate with Apex in the performance of Apex’s activities pursuant to this Agreement. Customer agrees to provide Apex with reasonable access to students and teachers in order to promote the Race and increase participation as well as to provide leads to Apex for other marketing and sponsorship activities in order to increase total revenue for the Race. Customer grants to Apex the right to use its name and its marks during the term of the Agreement solely for purposes of marketing and promoting the Race. Customer agrees to use Apex’s online system, including, subject to applicable law, providing Apex the student’s name and grade. Any funds received directly by Apex staff in connection with the Race will be promptly remitted to Customer and will be paid in accordance with Paragraph 3 below.

3. Collections. Collections will be held with our new Quick Collect system. Once the recap is final customer agrees to fulfill payment to Apex no later than 1 week from Final Recap. Customer initials (this confirms you have seen this portion)

4. Fees. Upon execution of this Agreement, Customer shall pay to Apex a booking fee of $750 (the "Booking Fee"). Upon any cancellation of the Agreement by Customer (other than due to default by Apex), Apex shall be entitled to retain the Booking Fee as its liquidated damages and not as a penalty. All entry fees and sponsorship fees shall be paid to Customer. Apex will be paid a percentage of funds collected, and the Customer shall retain the following percentage of funds collected, based on total amount collected from the Race: between 50-75% (see attached table).

5. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that the other party substantially fails to perform or observe any of its obligations under this Agreement and such failure continues for a period of ten (10) days after written notice to said party.

6. Force Majeure. Apex will use its good faith efforts to conduct the Race on the scheduled day for the Race; provided, however, that Apex shall not be responsible for damages that result from delays or postponements of the Race due to circumstances beyond its reasonable control. No party shall be responsible for events beyond its reasonable control.

7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original instrument.

8. Exclusivity. Customer agrees that the Race shall be their only major fundraising activity for the semester in which the Race occurs. Failing to do so could hurt the success of the Race and cause Apex to lose money. Apex reserves the right to charge up to 60% in some cases to cover costs.

CUSTOMER:

By: _______________________________  By: _______________________________
Name: _______  Name: _______
Title: _______  Title: _______

**Pledges to remain during spring break until April 19.**

APEX LEADERSHIP CO:

By: _______________________________.
Name: _______________________________.
Title: _______________________________.

258043
### EVENT AGREEMENT (CONT.)

Below is the pricing table from Section 3 in the Event Agreement:

<table>
<thead>
<tr>
<th>Min Collected</th>
<th>Max Collected</th>
<th>School %</th>
<th>Apex %</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,001</td>
<td>+</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>$95,001</td>
<td>$100,000</td>
<td>74%</td>
<td>26%</td>
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<tr>
<td>$10,000</td>
<td>$12,000</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

**Please Note:** "For credit card payments made online our vendor charges a nominal transaction fee, similar to PayPal, of 2.9% + .30 cents. Some of this cost will be offset by sponsors choosing to pay the $2.00 transaction online. Whatever the remaining fee total will be split equally between Apex and the School per the sliding scale agreement."

**NOTE:** All absent/sick/hurt students have a default of 30 laps for sponsors to still pay if they are able.

*Customer Initials [Signature]* (this confirms you have seen this portion)
DOWNEy UNIFIED SCHOOL DISTRICT
11627 BROOKSHIRE AVENUE
DOWNey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-260

THIS AGREEMENT made and entered into this 14th of February, 2020 by and between Luxury Flush LLC DBA All in Sanitation, hereinafter called the SERVICE PROVIDER and the DOWNEy UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described in the “Scope of Work” attached as Addendum A and made a part thereof.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of $775.00, not to exceed $1550.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT on a monthly basis showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins 2/14/20 and will terminate on or before 2/21/20 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER’s employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company.
General Liability:
   a. Commercial General Liability with a $1,000,000 each occurrence, $2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
   b. SERVICE PROVIDER’s insurance to be primary and non-contributory.
   c. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
   d. DISTRICT to be named as “Additional Insured” by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:
   a. $1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
   b. Coverage to include “Owned, Non-Owned, and Hired” automobiles.
   c. 30-day notice of intent to cancel, non-renew or make material change in coverage.

Workers’ Compensation/Employer’s Liability:
   b. Employer’s Liability, $1,000,000 per accident for bodily injury or disease.
   c. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

Professional Liability:
   a. $1,000,000 Errors & Omissions/Professional Liability.
   b. 30-day notice of intent to cancel, non-renew or make material change in coverage.

Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):
   a. $3,000,000 Sexual Abuse Injury Limit of Insurance.

7. Hold Harmless Agreement. SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER’s insurance coverage

Downey Unified School District  
Service Agreement No. 201620-260  
39
shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT.

13. **Incorporation By Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

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

| DISTRICT: Downey Unified School District | SERVICE PROVIDER: | Name: | Office: F&H PLUMBING LLC DBA All Sanitation |
| Business Services |  | Dept.: | |
| 11627 Brookshire Ave. |  | Address: | 2484 Wilshire Blvd Suite 65 |
| Downey, CA 90241 |  | City, State: | Beverly Hills, CA 90211 |
| Contact: Debbie Black |  | Contact: | Idgie@allsanitation.com |
| (562) 469-6521/dbblack@dusd.net |  | Phone/email: | 562-648-4262 |

Downey Unified School District
Service Agreement No. 201920-260

\[\text{Page 3 of 4}\]
IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon
Print Title: Associate Superintendent Business Services
Date: _______________________

SERVICE PROVIDER

Luxury Touch LLC
DNA Call in Sanitation

Signature /

Print Name: Rustie Martinez
Print Title: Office Manager
Date: 2/17/2020
DOWNIE UNIFIED SCHOOL DISTRICT  
11627 Brookshire Avenue  
Downey, CA 90241  
(562) 469-6500

SERVICE AGREEMENT  
Agreement No. 201920.261

THIS AGREEMENT made and entered into this 10 of February, 2020 by and between CRAIC, Inc. / 59th New York Co. C, hereinafter called the SERVICE PROVIDER and the DOWNIE UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

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

   Organization will put on a Civil War living history demonstration. Further details listed on the Invoice that is attached to this document.

2. Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $2,500, not to exceed $2,500 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. Term. The term of this agreement begins 5/1/2020 and will terminate on or before 6/30/2020, provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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

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

**Workers' Compensation/Employer's Liability:**
- Certificate of Insurance indicating "statutory" limits.
- Employer's Liability, $1,000,000 per accident for bodily injury or disease.

**Professional Liability:**
- $1,000,000 Errors & Omissions/Professional Liability.

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

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER’s insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties’ only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney’s Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT’s Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider’s property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.
14. **Notices**: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

**DISTRICT**

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

**SERVICE PROVIDER**

Name: CRAIC, Inc. / 69th New York Co.C  
Dept.: Civil War Living History  
Address: 4736 Crater Rim Rd.  
Carlsbad, CA. 92010  
Contact: Michael S Padden  
Phone/email: 951-445-1516 / mpadden@ucsd.edu

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

**DISTRICT**

**DOWNEY UNIFIED SCHOOL DISTRICT**

| Signature |

| Print Name: Christina Aragon |
| Print Title: Associate Superintendent Business Services |
| Date:  |

**SERVICE PROVIDER**

**CRAIC, Inc. / 69th New York Co.C**

| Signature |

| Print Name: Michael S Padden |
| Print Title: President |
| Date: 2/10/2020 |

**District use only below line**

Account Number to be Charged  

Name and Title of Site Administrator-Please print  

Signature of Site Administrator  

Date  

Signature of Program Director ONLY IF using categorical funds  

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

SERVICE AGREEMENT
Agreement No. 201920-262

THIS AGREEMENT made and entered into this 4th of February, 2020 by and between Talin Babikian, hereinafter called the SERVICE PROVIDER and the DOWNNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

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

   Independent Educational Evaluation (IEE) in the area of Neuropsychology for student #608422

   Student will be accompanied by parent or guardian during assessments.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $4,500.00, not to exceed $4,500.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins 02/04/2020 and will terminate on or before 06/30/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER’s employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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

**Automobile Liability:**
- a. $1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include “Owned, Non-Owned, and Hired” automobiles.

**Workers’ Compensation/Employer’s Liability:**
- b. Employer’s Liability, $1,000,000 per accident for bodily injury or disease.

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

**Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):**
- a. an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party’s premises.

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER’s insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. Agreement to Arbitrate. The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties’ only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. Force Majeure Clause. The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. Attorney’s Fees. If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. Licenses and Permits. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. DISTRICT’s Right of Retention. DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider’s property.

13. Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.
14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

**DISTRICT**

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

**SERVICE PROVIDER**

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

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

**DISTRICT**

DOWNNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon
Print Title: Associate Superintendent Business Services
Date: ______________________

**SERVICE PROVIDER**

Digitally signed by Talin Babikian
Date: 2020.02.04 18:25:33 -08'00'

Signature

Print Name: Talin Babikian, PhD
Print Title: Clinical Neuropsychologist
Date: February 4, 2020

*District use only below line*

Account Number to be Charged 0104-65000.0-50010-31200-5917-7430000

Patricia Sandoval, Ed.D. Director of Special Education

Name and Title of Site Administrator-Please print

Signature of Site Administrator
Date 2/24/20

Signature of Program Director ONLY IF using categorical funds
Date

Downey Unified School District
Service Agreement No. 201920-262

Page 4 of 4
DOWNNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-263

THIS AGREEMENT made and entered into this 4th of February, 2020 by and between Trenholme Pediatric Speech Therapy Inc., hereinafter called the SERVICE PROVIDER and the DOWNNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

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

   Independent Educational Evaluation in the area of Language and Speech for student #608422

   Assessor also agrees to have parent or adult present at all times.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $3000.00, not to exceed $3000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins 02/04/2020 and will terminate on or before 06/30/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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

**Automobile Liability:**
- a. $1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include “Owned, Non-Owned, and Hired” automobiles.

**Workers’ Compensation/Employer’s Liability:**
- b. Employer’s Liability, $1,000,000 per accident for bodily injury or disease.

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

**Sexual Abuse or Molestation Insurance (if working with students/children unsupervised):**
- a. an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party’s premises.

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER’s insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. Agreement to Arbitrate. The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties’ only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. Force Majeure Clause. The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. Attorney’s Fees. If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. Licenses and Permits. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. DISTRICT’s Right of Retention. DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider’s property.

13. Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.
14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

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

**SERVICE PROVIDER**  
Name: Stefanie Trenholme  
Dept.:  
Address: 2346 Westwood Blvd. Suite 6  
Los Angeles, CA 90064  
Contact: Stefanie Trenholme  
Phone/email: 310-923-8323/trenholmespeech@aol.com

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

**DISTRICT**  

**DOWNNEY UNIFIED SCHOOL DISTRICT**  

Print Name: Christina Aragon  
Print Title: Associate Superintendent Business Services

**SERVICE PROVIDER**  

Signature  
Print Name: Stefanie Trenholme  
Print Title: Owner/SpeechLang Patholg.  
Trenholmespeech

Date: 2/6/2020

---

**District use only below line**

Account Number to be Charged 01+0-65000.0-57700-31500-5804-7430000  
Patricia Sandoval, Ed.D. Director of Special Education  
Name and Title of Site Administrator - Please print  
Signature of Site Administrator  
Date  

Signature of Program Director ONLY IF using categorical funds  
Date

Downey Unified School District  
Service Agreement No. 201920-263
Policies for Private Pay Clients

- Therapy sessions are based on a 50 minute treatment hour.

- 24-hour notification is required for all cancelled appointments. Please call when cancelling an appointment. Last minute cancellations or “no show” appointments will be billed at the full session rate.

- Make-up therapy sessions cannot be offered for “no show” appointments or for appointments that are cancelled with less than 24 hour notification.

- 3 consecutive “no shows” or less than 24 hours notification for cancelled appointments may result in the termination of services.

- Frequent cancelled appointments may additionally result in termination of services.

- Therapy can be discontinued at any time.

- Should you plan to be out of town for 2 weeks or less, your therapy schedule will not be affected and you will be able to maintain your place. However, should you plan to be out of town for more than 2 weeks, it cannot be guaranteed that your current appointment times will be held. This applies to the summer months and during the school year.

- If your child exhibits any of the following symptoms, therapy appointments should be cancelled: coughing, sneezing, vomiting, fever, diarrhea, pink eye, runny nose. If you come to your appointment or the clinician arrives at your home and your child exhibits any of these symptoms, your clinician reserves the right to send your child home/leave, and you will be billed for the session.

- In the event that a client cancels services, a makeup appointment will be attempted, but it is not guaranteed that the missed session will be made up.

- If the therapist cancels an appointment, every effort will be made (within reason) to make up the missed therapy appointment(s). Every effort will be made to offer make-ups at reasonable therapy times, however ideal times cannot be guaranteed.

- Therapy sessions are charged at the rate of $170.00 per treatment hour for in office sessions. In home therapy session rates start at $180.00 per treatment hour.

2346 Westwood Blvd., Suite 6 • Los Angeles, CA • 90064
Phone: (310) 923-6323 • Fax: (310) 943-3362
Email: trenholmespeach@aol.com
www.stefanietrenholme.com
• Payment is due no later than 10 days from receipt of your invoice. Payments can be made with cash, check or via Venmo. Accounts not paid within terms are subject to a 10% late fee. If any checks are returned by the bank and there is a fee, this will be the client's responsibility.

• New clients must pay at the end of their first session; subsequent sessions will be billed at the end of the month.

• While there is no direct insurance billing, an appropriate super bill will be given to you at the end of each month for you to submit which contains the relevant diagnosis and treatment codes. Periodically your insurance company may request documentation regarding speech therapy services (e.g., daily notes or reports). Please remember, your relationship with your insurance company is between you and your company, and it is your responsibility to determine what is needed by your insurance company. However, everything will be done to try and assist you.

• If you wish your clinician to attend an IEP, IFSP and/or team meetings, at least 2 weeks’ notice must be given, and you will be billed at your hourly rate.

• Progress and/or discharge reports are billed at the hourly rate and at least 4 weeks’ notice must be given when requesting reports.

• Should you wish to have copies of your files or any documentation from your file, at least 2 weeks’ notice is needed. Additionally, less than 10 pages will not be charged, however over 10 pages will be charged at the rate of $0.10/page.

• If you wish any information about your child to be shared with other individuals (e.g., teachers, doctors, occupational therapists, behavioral agencies etc), a Release of Information form must be signed.

• Phone calls of less than 10 minutes will not be charged, phone calls over 10 minutes will be charged in half hour increments.

__________________________________________ have read and understand the above stated policies, and agree to abide by them.

______________________________
Signature of Parent/Guardian

______________________________
Date

2346 Westwood Blvd., Suite 6 • Los Angeles, CA • 90064
Phone: (310) 923-6323 • Fax: (310) 943-3382
Email: trenholmespeech@aol.com
www.stefanietrenholme.com
DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-264

THIS AGREEMENT made and entered into this 3rd of January, 2020 by and between Karen Schnee, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   
   Speech and Language Independent Educational Evaluation (Student #720737) to include: testing, report preparation, observation, and review of results via conference call at IEP meeting.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $4,000.00, not to exceed $4,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins February 3, 2020 and will terminate on or before August 1, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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

**Automobile Liability:**
- a. $1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include “Owned, Non-Owned, and Hired” automobiles.

**Workers’ Compensation/Employer’s Liability:**
- b. Employer’s Liability, $1,000,000 per accident for bodily injury or disease.

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

**Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):**
- a. an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party’s premises.

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER...
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER’s insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties’ only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney’s Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT’s Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider’s property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.
14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

**DISTRICT**
Downey Unified School District  
Purchasing Services  
11627 Brookshire Ave.  
Downey, CA 90241  
Contact: Darren Purseglove  
(562)469-6531/  
dpurseglove@dusd.net

**SERVICE PROVIDER**
Name: Karen Schnee  
Dept.:  
Address: 20700 Ventura Blvd., Suite 228  
Woodland Hills, CA 91364  
Contact: Karen Schnee  
Phone/email: 818-363-1912/kslearn@aol.com

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

**DISTRICT**

**DOWNEY UNIFIED SCHOOL DISTRICT**

[Signature]

Print Name: Christina Aragon  
Print Title: Associate Superintendent  
Business Services  
Date: 2/18/20

**SERVICE PROVIDER**

[Signature]

Print Name: Karen Schnee  
Print Title: Speech & Language Pathologist  
Date: 2/3/20

District use only below line

Account Number to be Charged 01.0-65000.0- 57700-31500-5804-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print  

[Signature]  
Date 2/4/20

Signature of Program Director ONLY IF using categorical funds  
Date

Downey Unified School District  
Service Agreement No. 201920-2/64

Page 4 of 4
DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-267

THIS AGREEMENT made and entered into this 28th of February, 2020 by and between SpeechCom Incorporated, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   
   Provide SLP's and/or SLPA's to cover the districts speech and language needs between March 1 and July 16, 2020.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $132,000.00, not to exceed $132,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins March 1, 2020 and will terminate on or before July 16, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER’s employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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

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

**Workers' Compensation/Employer's Liability:**
- b. Employer's Liability, $1,000,000 per accident for bodily injury or disease.

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

**Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):**
- a. an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. Agreement to Arbitrate. The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. Force Majeure Clause. The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. Attorney's Fees. If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. Licenses and Permits. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. DISTRICT's Right of Retention. DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District
Service Agreement No. 201920-287

Page 3 of 4
14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

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

**SERVICE PROVIDER**
Name: SpeechCom  
Dept.:  
Address: 2850 Artesia Blvd. #107  
Redondo Beach, CA 90278  
Contact: Anna Weber  
Phone/email: (714) 206-1287

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

**DISTRICT**

**DOWNEY UNIFIED SCHOOL DISTRICT**

Signature

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

**SERVICE PROVIDER**

SpeechCom Inc

Signature

Print Name: **Anna Weber**  
Print Title: **CEO President**  
Date: **3/24/2020**

---

**District use only below line**

Account Number to be Charged 01.0-65000.0-57700-31500-5816-7430000

Patricia G. Sandoval, Director of Special Education  
Name and Title of Site Administrator, Please print  
Signature of Site Administrator  
Date: **3/24/20**

**Signature of Program Director ONLY IF using categorical funds**  
Page 4 of 4  
Downey Unified School District  
Service Agreement No. 201920-267
DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-270

THIS AGREEMENT made and entered into this 11th of February, 2020 by and between Paradise Cookies and Ice Cream, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

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

   Paradise will be serving cookies and ice cream to approximately 600 students for the Warren High School College Day Luncheon on 5/21/20

2. Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $2,550.00, not to exceed $2,550.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. Term. The term of this agreement begins 5/21/20 and will terminate on or before 5/22/20 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER’s employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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

**Automobile Liability:**
- a. $1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include “Owned, Non-Owned, and Hired” automobiles.

**Workers’ Compensation/Employer’s Liability:**
- b. Employer’s Liability, $1,000,000 per accident for bodily injury or disease.

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

**Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):**
- a. an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party’s premises.

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERs, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER’s insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties’ only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney’s Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT’s Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider’s property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.
14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

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

**SERVICE PROVIDER**
Name: Paradise Cookies & Ice Cream  
Dept.:  
Address: P.O. Box 80906  
San Marino, CA 91118  
Contact: Chick Young  
Phone/email: 626-329-1313/info@theparadisetruck.com

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

**DISTRICT**

**DOWNNEY UNIFIED SCHOOL DISTRICT**

Signature

Print Name: Christina Aragon  
Print Title: Associate Superintendent  
Business Services

Date:  

**SERVICE PROVIDER**

Paradise Cookies and Ice Cream

Signature

Print Name: Chick Young  
Print Title: General Manager

Date: 2/12/2020

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District use only below line

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

Russ Heicke, Assistant Principal

Name and Title of Site Administrator—Please print

Russ Heicke

Signature of Site Administrator  
Date

Signature of Program Director ONLY IF using categorical funds  
Date

Downey Unified School District  
Service Agreement No. 201920-270

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DOWNEY UNIFIED SCHOOL DISTRICT
AGreement for Independent Consultant Services
No. 201920-272

This AGREEMENT is made and entered into this 18th day of __________ February __________, 2020, between the Downey Unified School District ("DISTRICT") and

Brad Formosa
(CONSULTANT"), to provide services

under the direction of:
BethAnn Arko, Classified Human Resources
(Printed Name Administrator Site/Department) (Site/Department)

1. SCOPE OF SERVICES
CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: (Attach additional sheet as needed).

Lecturer for Saturday Professional Growth Saturday Workshop

2. LOCATION OF PERFORMANCE/SERVICE: Warren High School Cafeteria

3. PERIOD OF AGREEMENT
This Agreement is effective March 21, 2020 and will be completed by March 21, 2020 inclusive. CONSULTANT acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

4. CREDENTIAL
Does service provided require a credential, certificate, or permit: ☐ Yes ☑ No

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

If Yes and service requires a credential, certificate, or a permit, you must be hired as an employee, paid through District payroll, subject to withholding and fingerprint clearance. Contact Certificated Personnel for an application prior to beginning services. Individual may be responsible for the cost of fingerprinting. NOTE: CalSTRS retirees may not be employed after retirement in classified positions in the public school system except: (1) as an aide in a class with a high pupil-to-teacher ratio, or (2) to provide one-on-one instruction in a remedial class or for underprivileged students. (California Ed. Code Section 45134 and Section 88033.)

5. INDEPENDENT CONSULTANT
While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employment relationship.
CONSULTANT is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

CONSULTANT, as an independent contractor, will carry workers' compensation insurance on CONSULTANT'S employees and other individuals (e.g., volunteers) as required by any applicable laws and/or regulations.

6. PAYMENT
DISTRICT agrees to pay CONSULTANT at a rate of $1,672.00 per day not to exceed a total of $1,672.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION
CONSULTANT agrees to defend, indemnify, and hold harmless DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONSULTANT, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONSULTANT shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

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

a. Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

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

Agreement for Independent Consultant Services
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(1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

(3) The policy shall be endorsed with the insurer’s waiver of its rights of subrogation against DISTRICT.

c. Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.

d. Workers Compensation Insurance as required by the California Labor Code and Employer’s Liability Insurance in an amount not less than $1,000,000 per accident/disease. The policy shall be endorsed with the insurer’s waiver of its rights of subrogation against DISTRICT.

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

The coverage and limits required hereunder shall not in any way limit the liability of The CONSULTANT nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONSULTANT’S risks here under.

9. FINGERPRINTING
If DISTRICT determines that the services provided by CONSULTANT involve direct contact with students, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall be fingerprinted as arranged by the DISTRICT before services commence pursuant to California Education Code §45125.1. CONSULTANT will be responsible for the fee to be paid to the DISTRICT for fingerprinting.
10. **ASSIGNMENT**
CONSULTANT shall not assign or subcontract to any other individual or entity the services to be provided by CONSULTANT to DISTRICT without the prior written approval of DISTRICT.

11. **CONFIDENTIAL INFORMATION**
CONSULTANT agrees to hold DISTRICT’S confidential information in strict confidence and not to disclose such confidential information to third parties without DISTRICT’S prior written consent unless required by court order or as permitted by law. “Confidential information” as used in this Agreement shall mean all information disclosed by DISTRICT to CONSULTANT that is not generally known to the public including, but not limited to, information regarding students that is not “directory information” and/or is not released pursuant to DISTRICT policy (California Education Code §§49073-49079).

12. **WORK PRODUCT**
CONSULTANT agrees that DISTRICT shall be owner of the Work Product produced by CONSULTANT hereunder. “Work Product” for the purposes of this Agreement shall include but is not limited to all materials prepared, developed, assembled or collected by CONSULTANT pursuant to performance of this Agreement. This Work Product shall not be divulged or made available to third parties without the prior written consent of DISTRICT, except by court order or as permitted by law.

13. **TERMINATION**
Either party may terminate this Agreement during the term of this Agreement, with or without cause, upon thirty (30) days’ written notice of termination.

14. **GOVERNING LAW**
This Agreement shall be governed by the laws of the State of California.

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

16. **WAIVER**
The waiver by DISTRICT of a breach of any provision of this Agreement by CONSULTANT shall not operate or be construed as a waiver of any other or subsequent breach by CONSULTANT.

17. **ENTIRE AGREEMENT**. This Agreement shall incorporate CONSULTANT’S proposal to DISTRICT and shall constitute the entire agreement between the parties relating to the services to be provided to DISTRICT by CONSULTANT as specified in section one. This Agreement may only be changed by the parties’ written mutual agreement.
Brad Formsma
Consultant Name

Signature

Downey Unified School District

Christina Aragon
Associate Superintendent

March 10, 2020
Date

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

February 18, 2020
Date

District use only below line

Account Number to be Charged: ________________________________

BathAnn Arko
Print Name and Title of Site Administrator

Date
Signature of Site Administrator

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

Signature of Program Director

Date
Financial Services (verify acct. #)

Agreement for Independent Consultant Services

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

SERVICE AGREEMENT  
Agreement No. 201920-276  

THIS AGREEMENT made and entered into this 25th of Febrary, 2020 by and between Nexx Burger Catering, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

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

   Nexx Burger will be serving 300 students Cheesburger Combos for the College Day Luncheon on May 21, 2020.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $3,267.00, not to exceed $3,267.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins 5/21/20 and will terminate on or before 5/22/20 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER’s employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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

**Automobile Liability:**
- a. $1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include “Owned, Non-Owned, and Hired” automobiles.

**Workers’ Compensation/Employer’s Liability:**
- b. Employer’s Liability, $1,000,000 per accident for bodily injury or disease.

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

**Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):**
- a. an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party’s premises.

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER’s insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties’ only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney’s Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider’s property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.
14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

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

**SERVICE PROVIDER**
Name: Nexx Burger  
Dept.: Catering  
Address: 21153 Newport Coast Dr. #484  
Newport Coast, CA 90807-3340  
Contact: Michael Rivera  
Phone/email: 855-639-9247/michael@nexxburger.com

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

**DISTRICT**

**DOWNEY UNIFIED SCHOOL DISTRICT**

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent  
Business Services

Date:

---

**SERVICE PROVIDER**

Signature

Print Name: Michael Rivera

Print Title: 

Date: 02/25/2020

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Account Number to be Charged: 01.0-00000.0-00000-27000-5890-4266300

Russ Heike, Assistant Principal

Name and Title of Site Administrator-Please print

Russ Heike  
Digitally signed by Russ Heike  
Date: 2020.02.25 14:53:40 -08'00'

Signature of Site Administrator  
Date

---

Signature of Program Director ONLY IF using categorical funds  
Date

Downey Unified School District  
Service Agreement No. 201920-276
Nexx Burger Catering Contract
(855)639-9247
Catering@NexxBurger.com

Client: Debra Lee

Catering Location: 8141 DePalma St
Downey, CA 90241 (5 miles)

Contact Number: (562) 869-7306 ext 5833

Date of Event: May 21st, 2020 at 10:45am

1. To secure the date, a signed contract and $500.00 deposit is required.
2. If the client cancels the catering within two weeks, 14 days, from the event, the deposit is non-refundable.
3. Menu modifications cannot be made within two weeks, 14 days, from the event. If changes are made before two weeks, 14 days, the price will be adjusted according to the price on the catering menu.
4. If the client orders more than agreed to on contract the day of the event, client pays the difference at the end of the event.
5. Our standard service is 2 hours. Additional serving time is $175 for each additional 1/2 hour.
6. If the start of the serving time is delayed by the client, client is subject to additional charges.
7. Nexx Burger Trucks will travel 60 miles roundtrip with no additional fees. After 60 miles round trip, we charge $2 per mile.
8. A $300 late night fee will apply to events scheduled between the hours of 9:00 pm – 11:59 pm.
9. A $500 late night fee will apply to events scheduled between the hours 12:00 am – 7:00 am.

$500 Deposit Paid with: Credit Card Cash Check #

Card Number: ________________ Exp. Date ___/___

3 Digit Security Code: _____

Balance to be: _____ Charged to the Credit Card above the day of the event.
_____ Paid by Company Check or Cash the day of the event.

Catering Details:

Number of Guests: 300

Serving Time: 2 hours

Description of Meal:

Quantity 300 Cheeseburger Combos
* Combos include our standard french fries and a normal 16 oz drink.

Additional Options: None (Everything will be made standard).

Special Requests: No special requests.

Sub-Total: $2,970.00
Tax: $297.00
Total: $3,267

OK to pay

[Signature]
DEPOSIT: $500.00          BALANCE: $2,767.00

Please sign to confirm booking.
Client Signature: ___________________________  Contract Number: NXBC019
Date: 2/26/23

Nexx Burger: ___________________________  Date: _____________

Ok to pay

[Signature]
DOWNNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES
No. 201920-279

This AGREEMENT is made and entered into this _1_ day of __March__ 2020__,

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

John Lucas Consulting ____________________________, ("CONSULTANT"), to provide services

under the direction of:

Alanna Cooper ____________________________, SELPA

(Printed Name Administrator Site/Department) (Site/Department)

1. SCOPE OF SERVICES
CONSULTANT agrees to perform the following services to DISTRICT at times and
places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services
will include the following: (Attach additional sheet as needed).

Please refer to the attached document

2. LOCATION OF PERFORMANCE/SERVICE: SELPA Office

3. PERIOD OF AGREEMENT
This Agreement is effective __March 2, 2020__ and will be completed by
__June 30, 2020__ inclusive. CONSULTANT acknowledges that the DISTRICT fully
reserves the right to cancel this agreement at any time and/or to limit services due to
non-availability or non-appropriation of sufficient funds.

4. CREDENTIAL
Does service provided require a credential, certificate, or permit: □Yes [✓] No

Have you ever paid into or are you a retiree of CalSTRS? [✓] Yes □ No

If Yes and service requires a credential, certificate, or a permit, you must be hired as an
employee, paid through District payroll, subject to withholding and fingerprint clearance.
Contact Certificated Personnel for an application prior to beginning services. Individual
may be responsible for the cost of fingerprinting. NOTE: CalSTRS retirees may not be
employed after retirement in classified positions in the public school system except: (1)
as an aide in a class with a high pupil-to-teacher ratio, or (2) to provide one-on-one
instruction in a remedial class or for underprivileged students. (California Ed. Code
Section 45134 and Section 88033.)

5. INDEPENDENT CONSULTANT
While performing the services herein, CONSULTANT is an independent contractor and not
an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed
to create a partnership, agency, joint venture, or employment relationship.
CONSULTANT is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

CONSULTANT, as an independent contractor, will carry workers' compensation insurance on CONSULTANT'S employees and other individuals (e.g., volunteers) as required by any applicable laws and/or regulations.

6. **PAYMENT**

   DISTRICT agrees to pay CONSULTANT at a rate of $150 per hour, not to exceed a total of $10,000. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. **INDEMNIFICATION**

   CONSULTANT agrees to defend, indemnify, and hold harmless DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONSULTANT, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONSULTANT shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

8. **INSURANCE**

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

   a. **Professional Liability Insurance** in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

   b. **General Liability Insurance** in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.
(1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

(3) The policy shall be endorsed with the insurer’s waiver of its rights of subrogation against DISTRICT.

c. Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.

d. Workers Compensation Insurance as required by the California Labor Code and Employer’s Liability Insurance in an amount not less than $1,000,000 per accident/disease. The policy shall be endorsed with the insurer’s waiver of its rights of subrogation against DISTRICT.

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

The coverage and limits required hereunder shall not in any way limit the liability of The CONSULTANT nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONSULTANT’s risks hereunder.

9. FINGERPRINTING

If DISTRICT determines that the services provided by CONSULTANT involve direct contact with students, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall be fingerprinted as arranged by the DISTRICT before services commence pursuant to California Education Code §45125.1. CONSULTANT will be responsible for the fee to be paid to the DISTRICT for fingerprinting.
10. **ASSIGNMENT**
CONSULTANT shall not assign or subcontract to any other individual or entity the services to be provided by CONSULTANT to DISTRICT without the prior written approval of DISTRICT.

11. **CONFIDENTIAL INFORMATION**
CONSULTANT agrees to hold DISTRICT'S confidential information in strict confidence and not to disclose such confidential information to third parties without DISTRICT'S prior written consent unless required by court order or as permitted by law. "Confidential information" as used in this Agreement shall mean all information disclosed by DISTRICT to CONSULTANT that is not generally known to the public including, but not limited to, information regarding students that is not "directory information" and/or is not released pursuant to DISTRICT policy (California Education Code §§49073-49079).

12. **WORK PRODUCT**
CONSULTANT agrees that DISTRICT shall be owner of the Work Product produced by CONSULTANT hereunder. "Work Product" for the purposes of this Agreement shall include but is not limited to all materials prepared, developed, assembled or collected by CONSULTANT pursuant to performance of this Agreement. This Work Product shall not be divulged or made available to third parties without the prior written consent of DISTRICT, except by court order or as permitted by law.

13. **TERMINATION**
Either party may terminate this Agreement during the term of this Agreement, with or without cause, upon thirty (30) days' written notice of termination.

14. **GOVERNING LAW**
This Agreement shall be governed by the laws of the State of California.

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

16. **WAIVER**
The waiver by DISTRICT of a breach of any provision of this Agreement by CONSULTANT shall not operate or be construed as a waiver of any other or subsequent breach by CONSULTANT.

17. **ENTIRE AGREEMENT.** This Agreement shall incorporate CONSULTANT'S proposal to DISTRICT and shall constitute the entire agreement between the parties relating to the services to be provided to DISTRICT by CONSULTANT as specified in section one. This Agreement may only be changed by the parties' written mutual agreement.
John Lucas
Consultant Name

Signature

Downey Unified School District

Christina Aragon
Associate Superintendent

Taxpayer ID no. or Soc. Sec. Number

Date

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

Street Address

City, State, Zip Code

2/19/20
Date

District use only below line

Account Number to be Charged: 01.1-65000.0-50500-22000-5890-7210000

Alanna Cooper, SELPA Director
Print Name and Title of Site Administrator

2/11/20
Date

Signature of Site Administrator

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

Signature of Program Director
Date
Financial Services (verify acct. #)

Agreement for Independent Consultant Services
Attachment A
Statement of Work
For
John Lucas

- Review P1 and P2 Certification special education revenue distributions to determine that the SELPA is receiving all of its revenue after the move of the administrative unit to Downey Unified.
- Monitor the distribution of special education funds to both SELPA member districts and the SELPA.
- Review current allocation process and reporting for federal grant allocations to determine that all reporting requirements are being met, including the calculation of the private school local assistance grant proportionate share.
- Review the current SELPA level budget process to ensure SELPA funds are separated from program related funding and cost accounting is accurate for maintenance of effort reporting purposes.
- Develop special education funding simulations for the 2020 – 21 school year based on proposed State Budget and proposed changes to the AB 602 funding calculation.
- Provide assistance to business staff responsible for special education revenue distribution and cost reporting.
- Assist in developing the SELPA budget plan based on the new format and reporting process.
- Provide updates regarding adjustments to the proposed State and Federal Budgets.
DOWNEY UNIFIED SCHOOL DISTRICT  
11627 Brookshire Avenue  
Downey, CA 90241  
(562) 469-6500

SERVICE AGREEMENT  
Agreement No. 202021-03

THIS AGREEMENT made and entered into this 10th of March, 2020 by and between Pali Institute, Inc., hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A “Scope of Work” and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.  
   
   Attendance at the Pali Institute Outdoor Education Camp by 5th Grade students from Downey Unified School District Elementary Schools per attachment A & B.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $218,880.00, not to exceed $218,880.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins January 25, 2021 and will terminate on or before February 3, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER’s employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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

**Automobile Liability:**
   a. $1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
   b. Coverage to include “Owned, Non-Owned, and Hired” automobiles.

**Workers’ Compensation/Employer’s Liability:**
   b. Employer’s Liability, $1,000,000 per accident for bodily injury or disease.

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

**Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):**
   a. an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party’s premises.

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER
shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER’s insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties’ only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney’s Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT’s Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider’s property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District
Service Agreement No. 202021-03

Page 3 of 4

87
14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

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

**SERVICE PROVIDER**
Name: Pali Institute, Inc.  
Dept.:  
Address: PO Box 2237  
Running Springs, CA 92382  
Contact: Annie Jackson, Director, Outdoor Ed. Sr  
Phone/email: annie@palinstitute.com

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

**DISTRICT**

**DOWNNEY UNIFIED SCHOOL DISTRICT**  
Signature  
Print Name: Christina Aragon  
Print Title: Associate Superintendent Business Services  
Date: March 10, 2020

**SERVICE PROVIDER**

Pali Institute, Inc.  
Signature  
Print Name: Annie Jackson  
Print Title: Sales Director  
Date: 2/24/2020

District use only below line

Account Number to be Charged

Name and Title of Site Administrator-Please print

Signature of Site Administrator  
Date

Signature of Program Director ONLY IF using categorical funds  
Date

Downey Unified School District  
Service Agreement No. 202021-03
PILI NSTITUTE

Date: 2/20/2020
PO Box 2237
Running Springs, CA 92382
Phone (909) 939-8888
Fax (909) 867-1964

Contract #: 06700
Dates of Attendance: 01-25-2021 to 01-27-2021

SITE RESERVATION AGREEMENT

This is an agreement between Pali Institute and Downey Unified - 5th for the use of Pali Institute’s Outdoor Education program.

Downey Unified - 5th
11627 Brookshire Ave., Downey, California 90241
(323) 683-1242

Trip Details: 3-day Trip

<table>
<thead>
<tr>
<th>Attendee Type</th>
<th>Quantity</th>
<th>Price:</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Payee</td>
<td>384</td>
<td>$285.00</td>
<td>$109,440.00</td>
</tr>
<tr>
<td>Student Scholarship</td>
<td>16</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Teacher Scholarship</td>
<td>16</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total Cost: $109,440.00

Reservations & Deposits

Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25-student minimum to reserve site facilities. Full payment is due 30 days prior to check-in. Any changes to the standard due dates and payment structure are subject to Pali Institute’s approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 01-25-2021 through Lunch on 01-27-2021, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute Staff.

Late Payment Fees

Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Downey Unified - 5th, with payment due upon receipt.

If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys’ fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of 1.5% per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

<table>
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<tr>
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<th>Amount Due</th>
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<tr>
<td>3</td>
<td>$54,720.00</td>
<td>12-26-2020</td>
</tr>
</tbody>
</table>

All payments should be made out to Pali Institute, and mailed to:

Pali Institute  Attn: Relationship Manager
PO Box 2237, Running Springs, CA 92382

Page 1 of 3
Scholarships

Pali Institute will issue scholarships to both students and teachers. For students, one (1) scholarship will be allotted for every twenty-five (25) paying students. For teachers, one (1) scholarship will be allotted for every twenty-five (25) paying students. Additionally, for every teacher that attends above the 1:25 scholarship allotment the listed Rate per Teacher Payee will be incurred.

Cancellations

Written cancellations received at least 120 days prior to check-in will be eligible for a refund of all monies paid. Any cancellation received less than 120 days prior to check-in will not be eligible for a refund and all deposits paid will be forfeited. All cancellations must be sent directly to the business office in writing either via mail or e-mail.

Reductions

The last day to reduce the number of students on your invoice is 12/11/2020 12:00:00 AM, which is 45 days prior to arrival. Any reduction in student attendance numbers reduce their payment numbers below 25 students. Any proposed increase in student numbers is contingent upon availability and must be approved by Pali Institute. All refund requests are subject to the approval of Pali Institute. A written refund request does not guarantee that a refund will be issued.

In the event that a student(s) cannot attend due to a last minute illness, a refund of half (50%) the cost per student will be available if a written refund request is submitted within five (5) days of departure with an attached doctor’s note. If Pali Institute approves a refund it will be submitted to the school or financially responsible organization.

Guest Room Accommodations and Meals

Our guest rooms vary in size and type and are assigned to event participants based on a variety of factors. Cabins have built-in solid wood bunks, showers and full toilet and sink facilities as well as ample storage for personal belongings. The maximum number of guests in a cabin will not exceed 10 to 1 student to staff ratio.

Meals are served in our dining hall at the following times: Breakfast - 8:00 a.m., Lunch - 12:30 p.m., Dinner - 5:30 p.m. Meal times may change due to space limits in the dining hall or at the discretion of Pali Institute.

Smoke Free Environment

Pursuant to state law, we have adopted a smoke-free policy in all buildings including guest cabins, meeting, social and dining rooms. Additionally, due to fire hazard in our mountain environment, smoking is prohibited anywhere at Pali Mountain.

Student Behavior and Facility Damage

The school agrees to take responsibility for behavior issues that may occur on behalf of their students while attending Pali Institute. If a student violates the behavior policy of Pali Institute and/or the attending school, the principal, administrators from Pali Institute and the attending school may require a parent or guardian to remove their student. If the parent or guardian refuses to remove their student a school official will be responsible.

We cannot be responsible for lost or stolen articles, and there will be a charge for any damage to facilities by your students.

Transportation

The attending school will be responsible for transportation to and from Pali Mountain. The scheduled arrival time will be between 10:30AM and 11:00AM, and buses should arrive on the day of departure between 9:00AM and 10:00AM to be loaded and depart by 11:00AM.

Inclement Weather

During times of snowstorms and inclement weather, the Pali site remains open and operational. During these times Route 18 and 330, our chief access roads, remain open to buses with chains. It is therefore the responsibility of the client to reach Pali for scheduled programming. If the client is unable to reach the site due to the weather 4 hours on arrival day, Pali and the school shall use best efforts to reschedule a mutually convenient date, recognizing that it will be dependent on Pali Institute’s school year in which the trip was scheduled for, and a refund will be given.

Emergency Situations

If the school or Pali must cancel a trip due to a declared emergency condition such as fire, flood, earthquake, Pali will communicate with the appropriate governmental agencies having jurisdiction over Pali Institute’s location (U.S. Forest Service, California Highway Patrol, San Bernardino County Sheriff, or the San Bernardino County school shall mutually agree on a course of action regarding the health and safety of students and staff. If the site in question is deemed inaccessible and/or unsafe condition prohibits participation from the first (1st) day of the trip, the trip shall be rescheduled to a mutually convenient date as soon as practicable thereafter. It shall be the responsibility of school to update parents and school staff of such decisions.

School’s Authorized Signature: Christina Aragon

Printed Name: Date: March 10, 2020


Contract Notes: Additional teachers are half of the student price ($142.50)

District will receive scholarship numbers based on the total counts of both contracts.

90
Schools:
Price
Rio San Gabriel
Rio Hondo
Lewis
Gauldin
Pali Institute

Date: 2/20/2020
PO Box 2237
Running Springs, CA 92382
Phone (909) 939-0888
Fax (909) 867-1964

Contract #: 06702
Dates of Attendance: 02-01-2021 to 02-03-2021

SITE RESERVATION AGREEMENT

This is an agreement between Pali Institute and Downey Unified - 5th for the use of
Pali Institute's Outdoor Education program.

Downey Unified - 5th
11627 Brookshire Ave., Downey, California 90241
(323) 683-1242

Trip Details: 3-day Trip

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Total Cost: $109,440.00

Reservations & Deposits

Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25-student minimum to reserve site facilities. Full payment is due 30 days prior to check-in. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 02-03-2021 through Lunch on 02-03-2021, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute Staff.

Late Payment Fees

Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Downey Unified - 5th, with payment due upon receipt.

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DEPOSIT SCHEDULE

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<td>2</td>
<td>$49,720.00</td>
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<td>3</td>
<td>$54,720.00</td>
<td>01-02-2021</td>
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</table>

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Pali Institute
Attn: Relationship Manager
PO Box 2237, Running Springs, CA 92382
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Reductions

The last day to reduce the number of students on your invoice is 12/11/2020 12:00:00 AM, which is 45 days prior to arrival. Any reduction in student attendance numbers received less than 45 days prior to arrival are only eligible for a refund of half (50%) the student cost when submitted with a doctor’s note. Schools are unable to reduce their payment numbers below 25 students. Any proposed increase in student numbers is contingent upon availability and must be approved by Pali Institute. All refund requests are subject to the approval of Pali Institute. A written refund request does not guarantee that a refund will be issued.

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Our guest rooms vary in size and type and are assigned to event participants based on a variety of factors. Cabins have built-in solid wood bunks, showers and full toilet and sink facilities as well as ample storage for personal belongings. The maximum number of guests in a cabin will not exceed 10 to 1 student to staff ratio.

Meals are served in our dining hall at the following times: Breakfast - 8:00 a.m., Lunch - 12:30 p.m., Dinner - 5:30 p.m. Meal times may change due to spacing limits in the dining hall or at the discretion of Pali Institute.

Smoke Free Environment

Pursuant to state law, we have adopted a smoke-free policy in all buildings including guest cabins, meeting, social and dining rooms. Additionally, due to fire hazard in our mountain environment, smoking is prohibited anywhere at Pali Mountain.

Student Behavior and Facility Damage

The school agrees to take responsibility for behavior issues that may occur on behalf of their students while attending Pali Institute. If a student violates the behavior policy of Pali Institute and/or the attending school, administrators from Pali Institute and the attending school may require a parent or guardian to remove their student. If the parent or guardian refuses to remove their student a school official will be responsible. We cannot be responsible for lost or stolen articles, and there will be a charge for any damage to facilities by your students.

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Inclement Weather

During times of snowstorms and inclement weather, the Pali site remains open and operational. During these times Route 18 and 330, our chief access roads, remain open to buses with chains. It is therefore the responsibility of the client to reach Pali for scheduled programming. If the client is unable to reach the site due to the weather 4 hours on arrival day, Pali and the school shall use best efforts to reschedule a mutually convenient date, recognizing that it will be dependent on Pali Institute’s school year in which the trip was scheduled for, a refund will be given.

Emergency Situations

If the school or Pali must cancel a trip due to a declared emergency condition such as fire, flood, earthquake, Pali shall communicate with the appropriate governmental Health and Safety Department to ascertain the accessibility and safe operation of the program. Based on the recommendations made by the agencies, Pali and the school shall mutually agree on a course of action regarding the health and safety of students and staff. If the site in question is deemed inaccessible and/or unsafe the trip will be postponed or rescheduled. If the inaccessible or unsafe condition continues for more than (1) 4 days of the trip the trip shall be rescheduled to a mutually convenient date as soon as practicable thereafter. It shall be the responsibility of school to update parents and school staff of such decisions.

School’s Authorized Signature:  

Printed Name:  Christina Aragon  

Date:  March 10, 2020  


Contract Notes: Additional teachers are half of the student price ($142.50)  

District will receive scholarship numbers based on the total counts of both contracts.
Schools:
Old River School Road
Unworth
Gallatin
Alameda
Ward
Effective Agreement Start Date: **July 1, 2020**

Official LEA Provider Name: **Downey Unified School District**

ARTICLE I – STATEMENT OF INTENT

The purpose of this Provider Participation Agreement (PPA) is to permit qualified Local Educational Agencies (LEA) - Provider Type 55 to participate as providers (LEA Provider) of services under California's Medicaid program (Medi-Cal). The mutual objective of the California Department of Health Care Services (DHCS) and the LEA is to improve access to needed services for children. This PPA sets out responsibilities relative to the LEA Provider's participation in the LEA Medi-Cal Billing Option Program.

ARTICLE II – LEA PROVIDER RESPONSIBILITIES

By entering into this PPA, the LEA Provider shall:

1. Comply with Welfare and Institutions Code (W&I Code), Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200); California Code of Regulations (CCR), Title 22, Division 3 (commencing with Section 50000) and Title 5, Division 1, Sections 3029, 3051.12 and 3065; the Medi-Cal Provider Manual; and Education Code, Division 1, Part 6, Chapter 5, Articles 1, 2, 3 and 4 and Section and 49400; all as periodically amended.

2. Retain necessary records for a minimum of three years from the date of submission of the LEA Cost and Reimbursement Comparison Schedule (CRCSS), as set forth in the Medi-Cal Provider Manual, Inpatient/Outpatient LEA section (LEA Program Provider Manual).

3. Ensure that all Medi-Cal covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000.

4. Ensure that all Medi-Cal beneficiaries are aware of and understand the freedom of choice options outlined in Section 1902(a)(23) of the Social Security Act (SSA) as specified in 42 Code of Federal Regulations (CFR) Sections 431.51(a)(1) and 441.18(a)(1).

5. Ensure services billed using the National Provider Identification (NPI) number will not be separately billed by the rendering practitioners.
6. Annually put forth and certify the public portion of federal claiming dollars for unique LEA bundled services only as specified in 22 CCR Section 51270. (Attachment 1: Certification of the Public Portion of Federal Claiming Dollars for current fiscal year)

7. Accept as payment the approved LEA service rates minus the LEA Medi-Cal Billing Option Program related costs as set forth in the LEA Program Provider Manual.

8. Reinvest federal funds received for LEA services into LEA Services, as specified in 22 CCR Section 51270(b)(1) and 51360 for school children and their families.

9. Ensure the LEA’s administrative costs are necessary and reasonable for the proper and efficient administration of the program. The cost of professional and consultant services are allowable when reasonable in relation to the services rendered and when not contingent upon recovery of costs from the federal government, as provided in OMB Circular A-87 § 32(a).

10. Establish or designate an existing collaborative interagency human services group (LEA local collaborative group) at the county level or sub-county level to make decisions about the reinvestment of funds made available through the LEA Medi-Cal Billing Option Program as set forth in 22 CCR Section 51270.

11. Provide LEA local collaborative group information including, name, title and organization of the collaborative partner. The LEA local collaborative group shall include parents/guardians and teachers of the children receiving LEA services, LEA Providers or potential LEA Providers, or their representatives.

12. Submit an Annual Report (AR) by the mandated due date after the close of each fiscal year, as outlined in 22 CCR Section 51270 and as set forth in the LEA Program Provider Manual.

13. Submit a CRCS report by the mandated due date after the close of each fiscal year, as set forth in the LEA Program Provider Manual, to certify that the public funds expended for services provided have been expended as necessary for federal financial participation (FFP) pursuant to the requirements of SSA, Section 1903, Subdivision (w) and 42 CFR Part 433.50, et seq. for allowable medical costs.

14. Adhere to and comply with all federal and state third-party liability requirements prior to billing Medi-Cal, including, but not limited to, any policy directives issued by Federal Health and Human Services (HHS) and Centers for Medicare and Medicaid Services (CMS) and the standards found in 42 United States Code (USC) Section 1396a, Subdivision (a), paragraph (25); 42 CFR Part433.139; W&I Code Sections 14005, 14023.7, 14124.90; and 22 CCR Sections 50761 et. seq. and 51005.

15. Conform any claims for LEA Services rendered by LEA Providers to the standards set forth in W&I Code Sections 14115 et. seq.

16. Not discriminate against any beneficiary on the basis of race, color, national or ethnic origin, sex, age, religion, political beliefs, or mental or physical disability.
17. Comply with the Family Educational Rights and Privacy Act (FERPA) by requiring that schools obtain written consent from the parent or guardian of the student prior to releasing any medical information from the student’s education record. Pursuant to 34 CFR, Part 99.30, the written consent must specify the records that may be disclosed, state the purpose of the disclosure, and identify the party to whom the disclosure may be made.

Pursuant to the requirements found in 34 CFR Part 300.154, the LEA shall obtain written consent from the parent or guardian of the student to access the student’s or parent’s public benefits or insurance to pay for related services. The LEA shall seek written parental consent, subject to the requirements found in 34 CFR Part 300.154, for the release and exchange of personally identifiable information that may be disclosed (e.g. records or information about the services provided), which specifies that the purpose of the consent is for Medi-Cal billing purposes, and which specifies the Medi-Cal agency to which disclosure may be made. Prior to accessing the student’s or parent’s public benefits or insurance for the first time, and annually thereafter, the LEA shall provide written notification, consistent with 34 CFR Part 300.503(c), to the student’s parents, that includes the provisions found in 34 CFR Part 300.154(d)(2)(v)(A-D).

Notwithstanding the above, the LEA shall comply with confidentiality requirements as specified in 42 USC Section 1320c-9; 20 USC Section 1232g; 42 CFR Part 431.300; 34 CFR Parts 99.30, 99.31 and 300.154; 45 CFR Part 164.502; W&I Code Section 14100.2; 22 CCR Sections 51009 and 51270(b)(4); and Education Code Sections 49060, and 49073 through 49079.

18. Comply with FERPA (20 U.S.C. § 1232g; 34 CFR § 99) by requiring that schools obtain written consent from the parent or guardian of the student for the release and exchange of all relevant medical student information, when overall care is coordinated between the school and another entity that is providing medically necessary services to the student, including Medi-Cal managed care health plans (MCPs). LEAs shall also coordinate care to minimize any duplication in services. LEAs may contract with MCPs or their delegated entities to render health care services separate and distinct from LEA services if mutually agreeable terms can be reached between the LEA and MCP.

19. Ensure all applicable state and federal requirements are met in rendering services under this PPA. It is understood and agreed that failure by the LEA Provider to ensure all applicable state and federal requirements are met in rendering services under this PPA shall be sufficient cause for DHCS to deny or recoup payments to the LEA Provider and/or to terminate this PPA. In the event of a federal audit disallowance, the LEA Provider shall cooperate with DHCS in replying to and complying with any federal audit exception related to the LEA Medi-Cal Billing Option Program. The LEA Provider shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PPA. The LEA Provider shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PPA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.

If the LEA Provider fails to remit payment for a federal audit disallowance, and/or for any interest or penalties due for an audit disallowance, following a demand for such payment from DHCS, DHCS may, at its option: terminate this PPA, withhold future payments to the LEA
LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: Downey Unified School District  NPI Number: 1467582817

Provider for services rendered, or recoup payments made to the LEA Provider for services rendered under the LEA Medi-Cal Billing Option Program.

20. Utilize current safety net and traditional health care providers when those providers are accessible to specific school sites identified by the LEA Provider to participate in this program, rather than adding duplicate capacity.

21. Adhere to and comply with all HHS and CMS requirements with respect to billing for services provided by other health care professionals under contract with the LEA Provider and avoid duplication of services and billing with other programs.

22. Abide by the Business Associate Addendum (BAA) (Exhibit A), as incorporated herein and made part of this Agreement by this reference. Data released to the LEA is to be used solely for the purpose of verifying Medi-Cal eligibility of the beneficiaries. The data elements released to the LEA are listed in Exhibit B.

23. Ensure that providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (i.e. 2 CFR Part 200 specifically, 2 CFR § 200.330). Consequently, as a contractor, as distinguished from subrecipient, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.

24. Participate in the Random Moment Time Survey (RMTS), as required for the cost settlement process. RMTS is a federally approved, web-based statistical sampling method used to capture the amount of time spent providing direct services to students by qualified health service practitioners that participate in the LEA Medi-Cal Billing Option Program, and is a required component of the reimbursement methodology. RMTS will be conducted quarterly during the school year, excluding the summer quarter. The LEA shall abide by the requirements and timelines for the survey submission and review, as set forth in the California School-Based Medi-Cal Random Moment Time Survey Manual.

25. Maintain an agreement, as required, with the LEA’s regional Local Educational Consortium (LEC) or Local Governmental Agency (LGA) for the purpose of administering RMTS, as set forth in the California School-Based Medi-Cal Random Moment Time Survey Manual. LEAs may be responsible for associated RMTS participation fees.

26. Cooperate with its regional LEC or LGA, subcontractors, DHCS and federal government in the administration of RMTS for the purposes of participating in the LEA Medi-Cal Billing Option Program.

ARTICLE III – DHCS RESPONSIBILITIES

By entering into this PPA, DHCS shall:

1. Remit payment to the LEA Provider for services rendered to eligible beneficiaries in accordance with applicable medical necessity and utilization review requirements, and billed in accordance with applicable claims submission requirements.
LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: Downey Unified School District NPI Number: 1467582817

2. Make training available in proper documentation and billing procedures to LEA Providers.
3. Collect and review the LEA Annual Report.
4. Chair the LEA Ad Hoc Work Group meetings and perform the services as authorized by the legislature in W&I Code Section 14115.8.

ARTICLE IV – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this PPA does not appropriate sufficient funds for the LEA Medi-Cal Billing Option Program, this PPA shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to the LEA Provider or to furnish any other considerations under the PPA and the LEA Provider shall not be obligated to perform any provisions of this PPA.

2. If funding for any state fiscal year is reduced or deleted by the State Budget Act for purposes of this LEA Medi-Cal Billing Option Program, DHCS shall have the option to either cancel this PPA, with no liability occurring to DHCS, or offer an agreement amendment to the LEA Provider to reflect the reduced amount.

ARTICLE V – GENERAL PROVISIONS

1. This PPA constitutes the entire agreement between the parties regarding the LEA Program. No condition, provision, agreement, or understanding not stated in the PPA shall affect any rights, duties, or privileges in connection with this agreement.

2. This PPA shall not be altered except by an amendment in writing signed by all parties. No person is authorized to alter or vary the terms or make any representation or inducement relative to it, unless the alteration appears by way of a written amendment to this PPA, signed by the duly authorized representatives of DHCS and the LEA Provider.

Activation of Agreement

3. This PPA will be considered in effect, upon all the following occurring:
   a. This PPA is signed by authorized representatives of the LEA Provider and DHCS;
   b. Submission of the LEA Medi-Cal Provider Enrollment Information Sheet;
   c. Submission of Certification of State Matching Funds for LEA Services;
   d. Submission of Annual Report Financial Statement Data;
   e. Submission of LEA Local Collaborative Group Information identified in Article II, paragraph 11.

Agreement Termination

4. This PPA will remain in effect until terminated by either party pursuant to this section subject to the requirements and conditions set forth in this PPA. The LEA Provider may terminate this
PPA by the termination of its Medi-Cal Certification. The LEA Provider must submit a cover letter explaining the action requested, as well as a Medi-Cal Supplemental Change Form (DHCS 6209) to DHCS Provider Enrollment Division (PED). A copy of the termination request must be emailed by the LEA Provider to the DHCS LEA Medi-Cal Billing Option Program at LEA@dhcs.ca.gov.

5. DHCS may terminate this PPA without cause, and terminate the participation of the LEA Provider in the LEA Medi-Cal Billing Option Program by giving at least a 30-day prior written notification of the termination. In cases where the DHCS Director determines that the health and welfare of beneficiaries or of the public is jeopardized by continuation of this PPA, this PPA shall be immediately terminated. In addition, DHCS may terminate this PPA for cause, which includes failure to comply with any of the terms of this PPA, suspension or termination of the LEA Provider’s certification from the California Department of Education (CDE), or if it is determined that the LEA Provider does not meet the requirements for participation in the LEA Medi-Cal Billing Option Program, the LEA Provider has not submitted a reimbursement claim to the Medi-Cal Program within the last twelve (12) months, or that the LEA Provider has failed to certify that the match of state funds has been made. DHCS may terminate this PPA in the event that it is determined that the LEA Provider, or any employee or contract practitioner has violated the laws, regulations or rules governing the LEA Medi-Cal Billing Option Program.

Program Compliance

6. In accordance with 22 CCR Section 51270, each LEA Provider participating in the LEA Medi-Cal Billing Option Program must produce the following:

   a. An executed PPA
   b. An AR
   c. A CRCS or certification of receiving zero reimbursement for LEA services

DHCS may place the LEA Provider on withhold from claims reimbursement in the LEA Medi-Cal Billing Option Program, in accordance with W&I Code Section 14123 and with the regulations contained in 22 CCR Section 51452.

LEA Providers that do not comply with the participation provisions or do not timely submit all required compliance documents may be placed on a 100 percent withhold from claim reimbursements. LEA Providers will be notified and given the opportunity to submit the required documents prior to the time the withhold is instituted. The withhold will remain in effect until the required documents are accepted and filed by DHCS. In the event the LEA Provider refuses to submit the required compliance documents or if the LEA Provider elects to no longer participate in the LEA Program, the LEA Provider may be required to return all LEA Medi-Cal reimbursement funds received, and all future LEA Medi-Cal reimbursements may be suspended.

7. It is agreed that the LEA Provider shall defend, hold harmless, and indemnify DHCS and CDE, their officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this PPA and the negligent and intentional acts or omissions of the LEA Provider, its officers, employees, or agents.
8. None of the provisions of this PPA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PPA.

9. If any term, condition, or provision of this PPA 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 anyway. Notwithstanding the previous sentence, if a decision by court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this PPA that is included in the purpose of this PPA then the parties to this PPA shall either amend this PPA or it shall be terminated.

10. The validity of this PPA and its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this PPA shall be governed by the State of California. Venue shall lie only in counties in which the California Attorney General maintains an office.

11. This PPA and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to this PPA.

12. The LEA Provider shall avoid any conflict of interest on the part of its subcontractors, its employees, its officers, and its directors. Thus, DHCS reserves the right to determine at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and, if a conflict of interest is found to exist, to require the LEA Provider to submit additional information or a plan for resolving the conflict, subject to DHCS's review and prior approval.

Conflicts of interest include, but are not limited to:

a. An instance where the LEA Provider or any of its subcontractors, its employees, its officers, or its directors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to goals and objectives to the contract.

b. An instance where the LEA Provider or any subcontractors, employees, officers, or directors use their positions for purposes that are or give the appearance of being, motivated for a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

If DHCS is or becomes aware of a known or suspected conflict, the LEA Provider will be given an opportunity to submit additional information, or to take action to resolve the conflict. The LEA Provider will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the contract. DHCS may, at its discretion, upon receipt of a written request, authorize an extension of the timeline herein.
ARTICLE VI – EXECUTION

The signatories to this PPA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

Official LEA Provider Name: Downey Unified School District

Christina Aragon
Name of First Authorized Representative
(Person legally authorized to bind contracts for the LEA: Superintendent, Assistant Superintendent, Business/Fiscal Officer)

Asst Sup of Business Services
Title of First Authorized Representative

Signature of First Authorized Representative

Date

Name of Second Authorized Representative
(If necessary)

Title of Second Authorized Representative

Signature of Second Authorized Representative

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Typed or Printed Name of the DHCS Authorized Representative

Typed or Printed Title of the DHCS Authorized Representative

Date
FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT to MEMORANDUM OF UNDERSTANDING is made this 10th day of March, 2020 between Los Angeles County Office of Education, hereinafter referred to as "COUNTY OFFICE", and the Downey Unified School District, hereinafter referred to as "DISTRICT".

WITNESSETH

The COUNTY OFFICE and DISTRICT do mutually agree as follows:

1. To amend certain Memorandum of Understanding approved by the Downey Unified School District Board of Education on December 10, 2019 to participate in the census outreach program to include the following:

   A. By adding E. W. Ward Elementary School and Edward A. Sussman Middle School per the attached revised attachment 1; and

   B. By increasing the Memorandum of Understanding stipend amount by FOUR THOUSAND DOLLARS AND NO/100 ($4,000.00) from TEN THOUSAND DOLLARS AND NO/100 ($10,000.00), for a total Memorandum of Understanding amount of FOURTEEN THOUSAND DOLLARS AND NO/100 ($14,000.00)

2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the Memorandum of Understanding shall remain in full force and effect.

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

LOS ANGELES COUNTY OFFICE OF EDUCATION
By
Print Name
Title
Date

DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By Christina Aragon
Associate Superintendent, Business Services
Date: March 10, 2020

ATTACHMENT 1 - REVISED
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DATE: March 10, 2020
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 RIO SAN GABRIEL, RIO HONDO, GAULDIN, LEWIS, AND OLD RIVER ELEMENTARY SCHOOLS

ACTION ITEM

Board authorization is requested to advertise for bids for exterior painting of Rio San Gabriel, Rio Hondo, Gauldin, Lewis, and Old River Elementary Schools.

The above referenced school sites are being scheduled as a part of the District's overall deferred maintenance plan to preserve their appearance and maintain a clean and fresh look. The scope of work for this project includes all work, materials, and supplies necessary to repaint the above schools.

The estimated cost for this project is $850,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #19/20-08, Painting of Rio San Gabriel, Rio Hondo, Gauldin, Lewis, and Old River Elementary Schools, to be charged to the Deferred Maintenance Fund.
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: FOOD SERVICE PAPER PRODUCTS

ACTION ITEM

Board of Education authorization is requested to advertise for bids for the purchase of paper products as needed by the Food Services Department for the 2020-21 school year.

Items in this bid will include various types of trays, containers, and other paper products used in the preparation of student meals. The projected annual cost to the district is $353,000.

SUPERINTENDENT’S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #20/21-01 for the purchase of Paper Products for the Food Services Department, to be charged to the Food Services fund.
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: COOPERATIVE PURCHASING AGREEMENT – ADVANCED COMMUNICATION SOLUTIONS FROM NEC

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a National Cooperative Purchasing Alliance agreement through the Region 14 Education Center, Abilene, Texas, for the purchase of advance communication solutions for purchase and installation at various schools and offices throughout the District.

The State of California approves the use of competitively solicited agreements by local public agencies for both Information Technology products and services and non-Information Technology commodity products. The Los Angeles County Office of Education also allows the use of these agreements in lieu of formal bidding requirements. The use of this master agreement will allow the Downey Unified School District to take advantage of District approved communication items without having to invest in the lengthy and costly process of advertised bidding. All items will be purchased through a local distributor, ATEL Communications, Inc., San Diego. This master agreement expires August 31, 2020.

SUPERINTENDENT’S RECOMMENDATION:

ACCEPT and APPROVE the use of the National Cooperative Purchasing Alliance Request for Proposals (RFP) #21-16 with the Region 14 Education Service Center, Abilene, Texas and NEC Corporation of America by the Downey Unified School District on an as needed basis to fill orders for advanced communication solutions with the same advantages, terms and conditions.
DATE: March 10, 2020
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 CLASSROOM AND OFFICE FURNITURE

ACTION ITEM

Board of Education approval is requested to accept and approve, where appropriate, the use of a piggyback bid by and between the Torrance Unified School District and Culver-Newlin School and Office Solutions, Corona, and McDowell-Craig, Santa Fe Springs, for the purchase of classroom and office furniture as needed.

The use of this bid, which has been authorized by the Torrance Unified School District, will allow the District to take advantage of bid pricing for various brands of school and office furniture, without having to go through the lengthy and costly process of formal advertised bidding.

This bid is valid through May 6, 2020.

SUPERINTENDENT’S RECOMMENDATION:

ACCEPT and APPROVE the use of the Torrance Unified School District Bid #10-04.09.19, Classroom and Office Furniture, with Culver-Newlin School and Office Solutions, Inc., Corona, and McDowell-Craig, Santa Fe Springs, to purchase classroom and office furniture on an as-needed basis with the same advantages, terms and conditions.
DATE: March 10, 2020
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 CLASSROOM FURNITURE

ACTION ITEM

Board of Education approval is requested to accept and approve, where appropriate, the use of a piggyback bid by and between the Prince William County Public Schools, Virginia, in cooperation with Omnia Partners (formerly U.S. Communities and National IPA purchasing alliances) and Virco Inc., Torrance, for the purchase of classroom furniture as needed.

The use of this bid will allow the District to take advantage of bid pricing for Virco brand school furniture without having to go through the lengthy and costly process of formal advertised bidding.

This bid is valid through December 31, 2022.

SUPERINTENDENT’S RECOMMENDATION:

ACCEPT and APPROVE the use of the Prince William County Public Schools Request for Proposals (RFP) #R-TC-18004, for Educational, Classroom, Miscellaneous Support Furniture and Related Products and Services, Virco, Inc., Torrance, to purchase classroom furniture on an as-needed basis with the same advantages, terms and conditions.
DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: REMOVAL AND REPLACEMENT OF WALK-IN REFRIGERATOR AND FREEZER AT THE GALLEGOS ADMINISTRATION CENTER

ACTION ITEM

Board of Education authorization is requested to award Bid #19/20-05 for the removal and replacement of the walk-in refrigerator and freezer units at the Gallegos Administration Center, which received Board authorization to bid at the meeting of January 21, 2020.

Six bidders responded to the advertisement for bids by the 1:30 p.m. deadline on Thursday, February 20, 2020. The low responsive bidder, AID Builders, Inc., Los Alamitos, has the required licenses and bonding, and is qualified to perform the work as specified.

As a part of this award, the District will implement an owner's contingency in the amount of 5% of the bid award to cover any District requested changes due to unforeseen conditions or other issues that could arise during the performance of the work.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Bid #19/20-05, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, to AID Builders, Inc., Los Alamitos, in the amount of $1,361,600.00, to be charged to the Food Services Fund.
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: BASIC MAINTENANCE OF ELIGIBLE INTERNAL CONNECTIONS FOR THE TECHNOLOGY DEPARTMENT (E-RATE)

ACTION ITEM

Board of Education authorization is requested to award Bid #19/20-06 for services related to the basic maintenance of the District’s internal connections for all network equipment, which received Board authorization to advertise for bids at the meeting of January 21, 2020.

The Universal Service Fund Program Schools and Libraries Division (SLD) is appointed by the federal government to administer the E-Rate program and to disburse funds based on discounts in the form of reimbursements to help offset telecommunications costs. The purpose of this fund is to offset a majority of the service cost and to enhance communication by connecting schools, classrooms, and libraries to the internet and the public switched telephone network.

Two bidders responded to the bid by the 1:00 pm deadline on February 21, 2020. Public Contract Code Section 20118.1 allows the governing board of any school district to contract with an acceptable party who is one of the three lowest responsible bidders for the procurement of electronic data-processing systems. The selected bidder, AMS.NET, Inc., Livermore, currently meets the requirements of the District and of the Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company (USAC) which administers the E-Rate program.

SUPERINTENDENT’S RECOMMENDATION:

AWARD Bid #19/20-06 for Basic Maintenance of Eligible Internal Connections (E-RATE), to AMS.NET, Livermore, in the amount of $100,829.70, to be charged to the General and E-Rate Funds.
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Pursglove, Director, Purchasing and Warehouse

SUBJECT: UNINTERRUPTIBLE POWER SUPPLY (UPS)/BATTERY BACKUP FOR THE TECHNOLOGY DEPARTMENT (E-RATE)

ACTION ITEM

Board of Education authorization is requested to award Bid #19/20-07 for the purchase of uninterruptible power supply (UPS) units, otherwise known as battery backup systems, for the Technology Department, which received Board authorization to advertise for bids at the meeting of January 21, 2020.

The Universal Service Fund Program Schools and Libraries Division (SLD) is appointed by the federal government to administer the E-Rate program and to disburse funds based on discounts in the form of reimbursements to help offset telecommunications costs. The purpose of this fund is to offset a majority of the service cost and to enhance communication by connecting schools, classrooms, and libraries to the internet and the public switched telephone network.

Two bidders responded to the bid by the 1:00 pm deadline on February 21, 2020. The low bidder, GigaKOM, San Diego, currently meets the requirements of the District and of the Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company (USAC) which administers the E-Rate program.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Bid #19/20-07 for the purchase of Uninterruptible Power Supply (UPS)/Battery Backup Units (E-RATE), in the amount of $41,892.20, to be charged to the General and E-Rate Funds.
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ENVIRONMENTAL AND HAZARDOUS MATERIALS TESTING SERVICES

ACTION ITEM

Board of Education approval is requested to award Request for Qualifications (RFQ) #2019/2020-04 for environmental and hazardous materials testing services, which received Board authorization to advertise at the meeting of October 8, 2019.

Qualification documents were forwarded to three companies familiar with CEQA and/or other environmental policy guidelines as set forth in the California Code of Regulations. The District’s goal was to select one or more qualified consultants to assist the District with environmental and hazardous materials testing related to completing public works projects according to the District’s schedule.

The District rated consultants on several factors, including the timeliness and completeness of their responses, technical qualifications and competence, record of past performance, cost control, and other related requirements.

After individual reviews of the responses, it was determined that all three respondents were qualified to perform the work necessary to meet the District’s needs and schedule.

SUPERINTENDENT’S RECOMMENDATION:

AWARD Request for Qualifications (RFQ) #2019/2020-04 for Environmental and Hazardous Materials Testing Services to Aurora Industrial Hygiene, South Pasadena; Titan Environmental, Fullerton; and Executive Environmental, Arcadia, to be used as needed and charged to Measure O Bond Funds.
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: CEQA CONSULTING SERVICES

ACTION ITEM

Board of Education approval is requested to award Request for Qualifications (RFQ) #2019/2020-05 for California Environmental Quality Act (CEQA) consultants, which received Board authorization to advertise at the meeting of October 8, 2019.

Qualification documents were forwarded to two companies familiar with CEQA and/or other environmental policy guidelines as set forth in the California Code of Regulations. The District’s goal was to select one or more qualified consultants to assist the District with environmental consulting related to completing public works projects according to the District’s schedule.

The District rated consultants on several factors, including the timeliness and completeness of their responses, technical qualifications and competence, record of past performance, cost control, and other related requirements.

After individual reviews of the responses, it was determined that both respondents were qualified to perform the work necessary to meet the District’s needs and schedule.

SUPERINTENDENT’S RECOMMENDATION:

AWARD Request for Qualifications (RFQ) #2019/2020-05 for California Environmental Quality Act (CEQA) Consulting Services to Ultra Systems Environmental, Inc., Irvine, and Placeworks, Inc., Santa Ana, to be used as needed and charged to Measure O Bond Funds.
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: STAUFFER MIDDLE SCHOOL MODERNIZATION

ACTION ITEM

Board of Education approval is requested for Change Order #28 to Bid #16/17-11 for the modernization of Stauffer Middle School, which received Board approval to award on June 6, 2017.

The above change reflects a less than 1% increase to the contract due to changes and/or additions to the project, which includes the demolition and patching of sheet metal at the A-North Building façade, the replacement of mechanical curbs, addition of closer trim for the rolling shades in Building L, hose bibs at the Building F-North restroom area, the installation of manual dampers at Buildings A-North, B-South, D-North, and F-North, demolition of the secondary ceilings in the Building C, D, E, and F wings, floor boxes in Building C, the addition of a fire smoke damper in Building D-North, blower/shaker motor power, Building G technology missing scope of work, power and data in Building G for TV's in the locker room and GeoTile walk-off mat with transition stripes which were not part of the original plans and specifications. This change also includes a credit for power low voltage.

The increase associated with the above changes is $152,019.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #28 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of $152,019.00, to be charged to Measure O Bond Funds.
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: WARREN HIGH SCHOOL SAND VOLLEYBALL COURTS

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Bid #19/20-02 for the construction of two new sand volleyball courts at Warren High School, which received Board approval to award on October 8, 2019.

The above change reflects a 2% increase to the contract due to changes and/or additions to the project, which includes the addition of custom printed volleyball pole pads and boundary lines, and the widening of the drive path next to the volleyball courts and relocation of an irrigation mainline which were not part of the original plans and specifications.

The increase associated with the above changes is $9,839.53.

SUPERINTENDENT’S RECOMMENDATION:

APPROVE Change Order #1 to Bid #19/20-02, Warren High School New Volleyball Courts, with Asphalt Fabric & Engineering, Inc., Signal Hill, in the amount of $9,839.53, to be charged to the Capital Outlay Fund.
DATE: March 10, 2020
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: 2019-20 BUDGET TRANSFERS AND ADJUSTMENTS

ACTION ITEM

Budget transfers and adjustments are presented to recommend changes in the District’s operating budget based on the most current information regarding revenue and expense. Budget transfers propose changes in expenditure patterns without having an effect on the total approved operating budget. Budget adjustments, however, are changes in revenue and expenditures which change the total of the Board-approved budget.

Budget transfers include implementation of requested changes from site administrators and department heads within their programs. Budget adjustments are reviewed and approved by senior management on a case-by-case basis.

These transfers change the funds’ ending balances as follows:

General Fund Unrestricted $834,511.00
General Fund Restricted 244,496.00
SELPA Administrative Unit Fund Restricted 00.00
SELPA Pass Through Fund Restricted 00.00
Cafeteria Fund Restricted (258,334.00)
Deferred Maintenance Fund Unrestricted 50,000.00
Building Fund Restricted 00.00
Capital Facilities Fund Unrestricted (63,759.00)
County School Facilities Fund Unrestricted 1,000.00
County School Facilities Fund Restricted 221,014.00
Health Care Self-Insurance Fund Unrestricted (340,778.00)

SUPERINTENDENT’S RECOMMENDATION:

APPROVE the March 2020 budget transfers and adjustments for the 2019-20 fiscal year.
**Budget Adjustment Summary**  
**K-12/ROPs/JPAs**

**PERIOD AFFECTED:**
- [ ] Adopted Budget  
- [x] First Interim  
- [ ] Second Interim  
- [ ] Third Interim  
- [ ] Unaudited Actuals

**DISTRICT NUMBER**
64451

**GL JOURNAL ID NUMBER**
BA781-01U

**FUND NUMBER**
01.0

**FISCAL YEAR**
19-20

**NAME OF SCHOOL DISTRICT**
DOWNEY UNIFIED SCHOOL DISTRICT

---

### A. Revenues/Other Financing Sources

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8010-8099</td>
<td>see attached</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>8100-8299</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>8300-8599</td>
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<td>39,464.00</td>
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<td>8600-8799</td>
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<td>102,343.00</td>
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<td>8900-8929</td>
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</tr>
<tr>
<td>8930-8979</td>
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</tr>
<tr>
<td>8980-8999</td>
<td></td>
<td></td>
<td>610,666.00</td>
</tr>
</tbody>
</table>

**8. Total Revenues/Other Financing Sources**

|                      |                                |                        | 752,473.00 |

### B. Expenditures/Other Financing Uses

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Resource Code (Optional)</th>
<th>Budget Adjustment Increase (Decrease)</th>
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<tbody>
<tr>
<td>1000-1999</td>
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<td>$7,553.00</td>
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<tr>
<td>2000-2999</td>
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<td>15,980.00</td>
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<tr>
<td>3000-3999</td>
<td></td>
<td>17,375.00</td>
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<td>4000-4999</td>
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<td>29,002.00</td>
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<tr>
<td>5000-5999</td>
<td></td>
<td>(32,277.00)</td>
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<td>6000-6999</td>
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<td>(75,500.00)</td>
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<tr>
<td>7100-7199</td>
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<tr>
<td>7200-7299</td>
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<td>7300-7399</td>
<td></td>
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<td></td>
<td>0.00</td>
</tr>
<tr>
<td>7630-7699</td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

**13. Total Expenditures/Other Financing Uses**

|                      |                                | (82,038.00)                        |

### C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

|                      |                                | $834,511.00                        |

**NOTES:**
Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.
D. Components of Ending Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Nonspendable Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving Cash</td>
<td>9711</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Stores</td>
<td>9712</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Prepaid Expenditures</td>
<td>9713</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>All Others</td>
<td>9719</td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total Nonspendable Amounts: 0.00

2. Restricted Amounts

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restricted</td>
<td>9740</td>
<td>$</td>
<td></td>
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</tbody>
</table>

Total Restricted Amounts: 0.00

3. Committed Amounts

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stabilization Arrangements</td>
<td>9750</td>
<td>$</td>
<td></td>
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<tr>
<td>Other Commitments</td>
<td>9760</td>
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<td>0.00</td>
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</tbody>
</table>

Total Committed Amounts: 0.00

4. Assigned Amounts

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Assignments</td>
<td>9780</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Total Assigned Amounts: 0.00

5. Unassigned/Unappropriated Amounts

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for Economic Uncertainties</td>
<td>9789</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Unassigned/Unappropriated/Unrestricted Net Position</td>
<td>9790</td>
<td>834,511.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Unassigned/Unappropriated Amounts: 834,511.00

6. Total Components of Ending Fund Balance (Must Equal the Total in Section C)

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Total: 834,511.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim projections.

F. School District Certification - Must be Completed

<table>
<thead>
<tr>
<th>Name of School District Contact Person</th>
<th>Telephone Number of Contact Person</th>
<th>Email Address of Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Martinez</td>
<td>(562) 469-6621</td>
<td><a href="mailto:mimartinez@dusd.net">mimartinez@dusd.net</a></td>
</tr>
</tbody>
</table>

Date of Board Approval: 03/10/2020
Signature of Authorized Signatory or Designee of the Board: John A. Garcia, Jr., Ph.D., Supt.

Submit one (1) certified original of this form to:
Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County Superintendent

Signature of Los Angeles County Superintendent of Schools Deputy: ___________________________
Date Signed: ___________________________
<table>
<thead>
<tr>
<th>Date of Summary</th>
<th>Name of School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 10, 2020</td>
<td>Downey Unified School District</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A. Revenues/Other Financing Sources</th>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Revenue Limit</td>
<td>8011-8099</td>
<td>8011, 8012, 8019</td>
<td>00000</td>
</tr>
<tr>
<td>2. Federal</td>
<td>8100-8299</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. State</td>
<td>8300-8599</td>
<td>8550</td>
<td>00000</td>
</tr>
<tr>
<td>4. Local</td>
<td>8600-8799</td>
<td>8899</td>
<td>00000</td>
</tr>
<tr>
<td>5. Interfund Transfers In</td>
<td>8910-8929</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Other Financing Sources</td>
<td>8930-8979</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Contributions to Restricted Programs</td>
<td>8980-8999</td>
<td>8980</td>
<td>00000, 07230, 07240</td>
</tr>
</tbody>
</table>

District (Unit) Number: 64451
GL Journal ID Number: 781-01U
Fund Number: 01.0
Fund Type: Unrestricted / Restricted (Circle One)
General: Unrestricted

Los Angeles County
Division of Business Advisory Services
Office of Education
9300 Imperial Highway * Downey, CA 90242-2890
# Budget Adjustment Summary

**K-12/ROPs/JPAs**

**PERIOD AFFECTED:**
- [ ] Accepted Budget
- [ ] First Interim
- [x] Second Interim
- [ ] Third Interim
- [ ] Unaudited Actuals

<table>
<thead>
<tr>
<th>DISTRICT NUMBER</th>
<th>GL JOURNAL ID NUMBER</th>
<th>FUND NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>64451</td>
<td>BA782-01R</td>
<td>01.0</td>
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</table>

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>FUND NAME</th>
<th>UNRESTRICTED</th>
<th>RESTRICTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-20</td>
<td>GENERAL FUND</td>
<td></td>
<td>[ ]</td>
</tr>
</tbody>
</table>

#### DATE OF SUMMARY
03/10/2020

#### NAME OF SCHOOL DISTRICT
DOWNNEY UNIFIED SCHOOL DISTRICT

## A. Revenues/Other Financing Sources

<table>
<thead>
<tr>
<th>Source</th>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. LCFF Sources</td>
<td>8010-8099</td>
<td>see attached</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>2. Federal Revenue</td>
<td>8100-8299</td>
<td></td>
<td>20,583.00</td>
<td></td>
</tr>
<tr>
<td>3. Other State Revenue</td>
<td>8300-8599</td>
<td></td>
<td>250,648.00</td>
<td></td>
</tr>
<tr>
<td>4. Other Local Revenue</td>
<td>8600-8799</td>
<td></td>
<td>3,209,453.00</td>
<td></td>
</tr>
<tr>
<td>5. Interfund Transfers In</td>
<td>8900-8929</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>6. All Other Financing Sources</td>
<td>8930-8979</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>7. Contributions</td>
<td>8980-8999</td>
<td></td>
<td>(610,666.00)</td>
<td></td>
</tr>
<tr>
<td><strong>8. Total Revenues/Other Financing Sources</strong></td>
<td></td>
<td></td>
<td>$</td>
<td>2,870,018.00</td>
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</table>

## B. Expenditures/Other Financing Uses

<table>
<thead>
<tr>
<th>Use</th>
<th>Object Code</th>
<th>Resource Code (Optional)</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Certificated Personnel Salaries</td>
<td>1000-1999</td>
<td>$</td>
<td>156,347.00</td>
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<tr>
<td>2. Classified Personnel Salaries</td>
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<td></td>
<td>95,749.00</td>
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<td>3. Employee Benefits</td>
<td>3000-3999</td>
<td></td>
<td>212,303.00</td>
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<tr>
<td>4. Books and Supplies</td>
<td>4000-4999</td>
<td></td>
<td>(11,295.00)</td>
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<tr>
<td>5. Services and Other Operating Expenditures</td>
<td>5000-5999</td>
<td></td>
<td>1,406,990.00</td>
</tr>
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<td>6. Capital Outlay</td>
<td>6000-6999</td>
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<td>0.00</td>
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<tr>
<td>7. Tuition</td>
<td>7100-7199</td>
<td></td>
<td>771,257.00</td>
</tr>
<tr>
<td>8. Interagency Transfers Out</td>
<td>7200-7299</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>9. Transfers of Indirect Costs</td>
<td>7300-7399</td>
<td></td>
<td>(5,829.00)</td>
</tr>
<tr>
<td>10. Debt Service</td>
<td>7430-7439</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>11. Interfund Transfers Out</td>
<td>7600-7629</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>12. All Other Financing Uses</td>
<td>7630-7699</td>
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<td>0.00</td>
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<tr>
<td><strong>13. Total Expenditures/Other Financing Uses</strong></td>
<td></td>
<td>$</td>
<td>2,525,522.00</td>
</tr>
</tbody>
</table>

## C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

| Subtotal | $244,496.00 |

**NOTES:**
- Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
- Line A7 - Contributions must net to zero at the total fund level.
- If Section C is not zero, you must complete Section D on Page 2.

*Form No. 503-058A Page 1 of 4 Rev: 04/23/2018*

DISTRIBUTION: Original to Business Advisory Services.
### D. Components of Ending Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Nonspendable Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving Cash</td>
<td>9711</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Stores</td>
<td>9712</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid Expenditures</td>
<td>9713</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Others</td>
<td>9719</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Nonspendable Amounts</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

| 2. Restricted Amounts              |             |               |                              |
| Restricted                         | 9740        |               | $                            |
| Total Restricted Amounts           |             |               | 0.00                         |

| 3. Committed Amounts               |             |               |                              |
| Stabilization Arrangements         | 9750        |               | $                            |
| Other Commitments                  | 9760        |               |                              |
| Total Committed Amounts            |             |               | 0.00                         |

| 4. Assigned Amounts                |             |               |                              |
| Other Assignments                  | 9780        |               | $                            |
| Total Assigned Amounts             |             |               | 0.00                         |

| 5. Unassigned/Unappropriated Amounts|             |               |                              |
| Reserve for Economic Uncertainties| 9789        |               | $                            |
| Unassigned/Unappropriated/Unrestricted Net Position | 9790 | 244,496.00 |
| Total Unassigned/Unappropriated Amounts |             |               | 244,496.00 |

| 6. Total Components of Ending Fund Balance (Must Equal the Total in Section C) |             |               | $ 244,496.00 |

### E. Narrative Explanation for this Revision - Must be Completed

*To revise budgets for Second Interim projections.*

### F. School District Certification - Must be Completed

<table>
<thead>
<tr>
<th>NAME OF SCHOOL DISTRICT CONTACT PERSON</th>
<th>TELEPHONE NUMBER OF CONTACT PERSON</th>
<th>EMAIL ADDRESS OF CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Martinez</td>
<td>(562) 469-6621</td>
<td><a href="mailto:mimartinez@dusd.net">mimartinez@dusd.net</a></td>
</tr>
</tbody>
</table>

DATE OF BOARD APPROVAL: 03/10/2020

SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD: John A. Garcia, Jr., Ph.D., Supt.

DATE SIGNED: 03/10/2020

Submit one (1) certified original of this form to:

Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY

DATE SIGNED
<table>
<thead>
<tr>
<th>Date of Summary</th>
<th>Name of School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 10, 2020</td>
<td>Downey Unified School District</td>
</tr>
</tbody>
</table>

### A. Revenues/Other Financing Sources

<table>
<thead>
<tr>
<th>Sources</th>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Revenue Limit</td>
<td>8011-8099</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Federal</td>
<td>8100-8299</td>
<td>8181, 8182, 8290</td>
<td>30100, 33110, 33270, 33950, 40350, 41270, 42030</td>
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<tr>
<td>3. State</td>
<td>8300-8599</td>
<td>8590</td>
<td>63870</td>
</tr>
<tr>
<td>4. Local</td>
<td>8600-8799</td>
<td>8677, 8699, 8792, 8793</td>
<td>62300, 65000, 65003, 65120, 92004, 92005, 92006, 92007, 92011, 92016, 92019</td>
</tr>
<tr>
<td>5. Interfund Transfers In</td>
<td>8910-8929</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Other Financing Sources</td>
<td>8930-8979</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Contributions to Restricted Programs</td>
<td>8980-8999</td>
<td>8980</td>
<td>65000</td>
</tr>
</tbody>
</table>
# Budget Adjustment Summary
## K-12/ROPs/JPAs

**Submit one (1) certified original of this form.**

<table>
<thead>
<tr>
<th>District Number</th>
<th>GL Journal ID Number</th>
<th>Fund Number</th>
<th>Fiscal Year</th>
<th>Fund Name</th>
</tr>
</thead>
<tbody>
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<td>64451</td>
<td>BA783-01R</td>
<td>01.1</td>
<td>19-20</td>
<td>SELPA ADMINISTRATIVE UNIT</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Date of Summary</th>
<th>Name of School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/10/2020</td>
<td>DOWNEY UNIFIED SCHOOL DISTRICT</td>
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### A. Revenues/Other Financing Sources

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8010-8099</td>
<td>8182</td>
<td>33850</td>
<td>135,366.00</td>
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<tr>
<td>8100-8299</td>
<td>8792</td>
<td>65000</td>
<td>(57,632.00)</td>
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<tr>
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<td>8600-8799</td>
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</tr>
<tr>
<td>8900-8929</td>
<td></td>
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<td>0.00</td>
</tr>
<tr>
<td>8930-8979</td>
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<td></td>
<td>0.00</td>
</tr>
<tr>
<td>8980-8999</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
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**8. Total Revenues/Other Financing Sources:** $77,734.00

### B. Expenditures/Other Financing Uses

<table>
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<th>Object Code</th>
<th>Resource Code (Optional)</th>
<th>Budget Adjustment Increase (Decrease)</th>
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<tr>
<td>1000-1999</td>
<td></td>
<td>(48.00)</td>
</tr>
<tr>
<td>2000-2999</td>
<td></td>
<td>(25,310.00)</td>
</tr>
<tr>
<td>3000-3999</td>
<td></td>
<td>(29,311.00)</td>
</tr>
<tr>
<td>4000-4999</td>
<td></td>
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<td>5000-5999</td>
<td></td>
<td>(1,525.00)</td>
</tr>
<tr>
<td>6000-6999</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>7100-7199</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>7200-7299</td>
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<td>0.00</td>
</tr>
<tr>
<td>7300-7399</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>7430-7439</td>
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</tr>
<tr>
<td>7800-7829</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>7830-7899</td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

**13. Total Expenditures/Other Financing Uses:** $77,734.00

### C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

| Subtotal | $ | 0.00 |

**NOTES:**
- Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
- Line A7 - Contributions must net to zero at the total fund level.
- If Section C is not zero, you must complete Section D on Page 2.

*Form No. 503-056A Page 1 of 4 Rev. 04/23/2018*

*DISTRIBUTION: Original to Business Advisory Services.*
### D. Components of Ending Fund Balance

<table>
<thead>
<tr>
<th>Component</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Nonspendable Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving Cash</td>
<td>9711</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Stores</td>
<td>9712</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid Expenditures</td>
<td>9713</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Others</td>
<td>9719</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Nonspendable Amounts</strong></td>
<td></td>
<td></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td>2. Restricted Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted</td>
<td>9740</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Restricted Amounts</strong></td>
<td></td>
<td></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td>3. Committed Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stabilization Arrangements</td>
<td>9750</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Other Commitments</td>
<td>9760</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Committed Amounts</strong></td>
<td></td>
<td></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td>4. Assigned Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Assignments</td>
<td>9780</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Assigned Amounts</strong></td>
<td></td>
<td></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td>5. Unassigned/Unappropriated Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reserve for Economic Uncertainties</td>
<td>9789</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Unassigned/Unappropriated/Unrestricted Net Position</td>
<td>9790</td>
<td></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td><strong>Total Unassigned/Unappropriated Amounts</strong></td>
<td></td>
<td></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td>6. Total Components of Ending Fund Balance (Must Equal the Total in Section C)</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

### E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim projections.

### F. School District Certification - Must be Completed

<table>
<thead>
<tr>
<th>Name of School District Contact Person</th>
<th>Telephone Number of Contact Person</th>
<th>Email Address of Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Martinez</td>
<td>(562) 469-6621</td>
<td><a href="mailto:mimartinez@dusd.net">mimartinez@dusd.net</a></td>
</tr>
</tbody>
</table>

**Date of Board Approval:** 03/10/2020

**Signature of Authorized Signatory or Designee of the Board:** John A. Garcia, Jr., Ph.D., Supt.

**Print Name and Title:**

Submit one (1) certified original of this form to:

Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

**Approved:**

Debra Duardo, M.S.W., Ed.D.
Los Angeles County Superintendent

**Signature of Los Angeles County Superintendent of Schools Deputy**

Form No. 503-056A Page 2 of 4 Rev: 04/23/2018
# Budget Adjustment Summary
## K-12/ROPs/JPAs

**Submit one (1) certified original of this form.**

<table>
<thead>
<tr>
<th>DISTRICT NUMBER</th>
<th>GL JOURNAL ID NUMBER</th>
<th>FUND NUMBER</th>
<th>FUND NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>64451</td>
<td>BA784-10R</td>
<td>10.0</td>
<td>SELPA PASS THROUGH</td>
</tr>
</tbody>
</table>

**DATE OF SUMMARY**
03/10/2020

**NAME OF SCHOOL DISTRICT**
DOWNEY UNIFIED SCHOOL DISTRICT

## A. Revenues/Other Financing Sources

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8010-8099</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>8100-8299</td>
<td>8287</td>
<td>3310, 3327, 3395</td>
<td>(193,568.00)</td>
</tr>
<tr>
<td>8300-8599</td>
<td>8311, 8587</td>
<td>6500, 65003,6512</td>
<td>6,353,188.00</td>
</tr>
<tr>
<td>8600-8799</td>
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<tr>
<td>8900-8929</td>
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<td>0.00</td>
</tr>
<tr>
<td>8930-8979</td>
<td></td>
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<td>0.00</td>
</tr>
<tr>
<td>8980-8999</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td><strong>8. Total Revenues/Other Financing Sources</strong></td>
<td></td>
<td></td>
<td>$6,159,620.00</td>
</tr>
</tbody>
</table>

## B. Expenditures/Other Financing Uses

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Resource Code (Optional)</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000-1999</td>
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<td>2000-2999</td>
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<td>7200-7299</td>
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<tr>
<td>7630-7699</td>
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</tr>
<tr>
<td><strong>13. Total Expenditures/Other Financing Uses</strong></td>
<td></td>
<td>$6,159,620.00</td>
</tr>
</tbody>
</table>

## C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

$0.00

**NOTES:**
- Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
- Line A7 - Contributions must net to zero at the total fund level.
- If Section C is not zero, you must complete Section D on Page 2.
### D. Components of Ending Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
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<tbody>
<tr>
<td>1. Nonspendable Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving Cash</td>
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<td></td>
<td>$</td>
</tr>
<tr>
<td>Stores</td>
<td>9712</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid Expenditures</td>
<td>9713</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Others</td>
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<tr>
<td>2. Restricted Amounts</td>
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<tr>
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<tr>
<td>Total Restricted Amounts</td>
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<td></td>
<td>Total Restricted Amounts</td>
</tr>
<tr>
<td>3. Committed Amounts</td>
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<td></td>
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</tr>
<tr>
<td>Stabilization Arrangements</td>
<td>9750</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Other Commitments</td>
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<td>Total Committed Amounts</td>
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<tr>
<td>4. Assigned Amounts</td>
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<td></td>
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</tr>
<tr>
<td>Other Assignments</td>
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<td>$</td>
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<tr>
<td>Total Assigned Amounts</td>
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<td>Total Assigned Amounts</td>
</tr>
<tr>
<td>5. Unassigned/Unappropriated Amounts</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Reserve for Economic Uncertainties</td>
<td>9789</td>
<td></td>
<td>$</td>
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<tr>
<td>Unassigned/Unappropriated/Unrestricted Net Position</td>
<td>9790</td>
<td></td>
<td>Total Unassigned/Unappropriated Amounts</td>
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<tr>
<td>6. Total Components of Ending Fund Balance (Must Equal the Total in Section C)</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

#### E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim projections.

---

### F. School District Certification - Must be Completed

**NAME OF SCHOOL DISTRICT CONTACT PERSON**

Michael Martinez

**TELEPHONE NUMBER OF CONTACT PERSON**

(562) 469-6621

**EMAIL ADDRESS OF CONTACT PERSON**

mimartinez@dusd.net

**DATE OF BOARD APPROVAL**

03/10/2020

**SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD**

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

**PRINT NAME AND TITLE**

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

**DATE SIGNED**

03/10/2020

Submit one (1) certified original of this form to:

Los Angeles County Office of Education

Business Advisory Services

9300 Imperial Highway

Downey, CA 90242-2890

Approved:

Debra Duardo, M.S.W., Ed.D.
Los Angeles County Superintendent

**SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY**

**DATE SIGNED**

Form No. 503-056A Page 2 of 4 Rev. 04/23/2018
# Los Angeles County Office of Education

## Budget Adjustment Summary

**K-12/ROPs/JPAs**

Submit one (1) certified original of this form.

<table>
<thead>
<tr>
<th>District Number</th>
<th>GL Journal ID Number</th>
<th>Fund Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>64451</td>
<td>BA787-13R</td>
<td>13.0</td>
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<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Name</th>
<th>[ ] Unrestricted [ ] Restricted</th>
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<tbody>
<tr>
<td>19-20</td>
<td>CAFETERIA FUND</td>
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**Date of Summary**

03/10/2020

**Name of School District**

DOWNEY UNIFIED SCHOOL DISTRICT

### A. Revenues/Other Financing Sources

<table>
<thead>
<tr>
<th>Financing Sources</th>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
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<tbody>
<tr>
<td>1. LCFF Sources</td>
<td>8010-8099</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>2. Federal Revenue</td>
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<td>0.00</td>
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<tr>
<td>3. Other State Revenue</td>
<td>8300-8599</td>
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<td>53100</td>
<td>30,000.00</td>
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<tr>
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<td>8634</td>
<td>53100</td>
<td>5,000.00</td>
</tr>
<tr>
<td>5. Interfund Transfers In</td>
<td>8900-8929</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>6. All Other Financing Sources</td>
<td>8930-8979</td>
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<td></td>
<td>0.00</td>
</tr>
<tr>
<td>7. Contributions</td>
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<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

**8. Total Revenues/Other Financing Sources**

| $ 35,000.00 |

### B. Expenditures/Other Financing Uses

<table>
<thead>
<tr>
<th>Financing Uses</th>
<th>Object Code</th>
<th>Resource Code (Optional)</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Certificated Personnel Salaries</td>
<td>1000-1999</td>
<td>$</td>
<td>0.00</td>
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<tr>
<td>2. Classified Personnel Salaries</td>
<td>2000-2999</td>
<td>$</td>
<td>18,746.00</td>
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<tr>
<td>3. Employee Benefits</td>
<td>3000-3999</td>
<td>$</td>
<td>59,450.00</td>
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<td>4. Books and Supplies</td>
<td>4000-4999</td>
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<td>126,850.00</td>
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<td>5. Services and Other Operating Expenses</td>
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<td>6. Capital Outlay</td>
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<td>(5,778.00)</td>
<td>0.00</td>
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<td>7. Tuition</td>
<td>7100-7199</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>8. Interagency Transfers Out</td>
<td>7200-7299</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>9. Transfers of Indirect Costs</td>
<td>7300-7399</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>10. Debt Service</td>
<td>7430-7439</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>11. Interfund Transfers Out</td>
<td>7600-7629</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>12. All Other Financing Uses</td>
<td>7630-7699</td>
<td>$</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**13. Total Expenditures/Other Financing Uses**

| $ 293,334.00 |

### C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

| $ (258,334.00) |

**NOTES:**

Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must not to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.
<table>
<thead>
<tr>
<th>D. Components of Ending Fund Balance</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Nonspendable Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving Cash</td>
<td>9711</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Stores</td>
<td>9712</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid Expenditures</td>
<td>9713</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Others</td>
<td>9719</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Nonspendable Amounts</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>2. Restricted Amounts</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Restricted</td>
<td>9740</td>
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</tr>
<tr>
<td>Total Restricted Amounts</td>
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<td>0.00</td>
</tr>
<tr>
<td>3. Committed Amounts</td>
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<td></td>
<td>$</td>
</tr>
<tr>
<td>Stabilization Arrangements</td>
<td>9750</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Commitments</td>
<td>9760</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Committed Amounts</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>4. Assigned Amounts</td>
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<td>$</td>
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<tr>
<td>Other Assignments</td>
<td>9780</td>
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</tr>
<tr>
<td>Total Assigned Amounts</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>5. Unassigned/Unappropriated Amounts</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Reserve for Economic Uncertainties</td>
<td>9789</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unassigned/Unappropriated/Unrestricted Net Position</td>
<td>9790</td>
<td>(258,334.00)</td>
<td></td>
</tr>
<tr>
<td>Total Unassigned/Unappropriated Amounts</td>
<td></td>
<td>(258,334.00)</td>
<td></td>
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<tr>
<td>6. Total Components of Ending Fund Balance (Must Equal the Total in Section C)</td>
<td>$</td>
<td>(258,334.00)</td>
<td></td>
</tr>
</tbody>
</table>

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim projections.

---

F. School District Certification - Must be Completed

<table>
<thead>
<tr>
<th>NAME OF SCHOOL DISTRICT CONTACT PERSON</th>
<th>TELEPHONE NUMBER OF CONTACT PERSON</th>
<th>EMAIL ADDRESS OF CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Martinez</td>
<td>(562) 469-6621</td>
<td><a href="mailto:mimartinez@dusd.net">mimartinez@dusd.net</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE OF BOARD APPROVAL</th>
<th>SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD</th>
<th>PRINT NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/10/2020</td>
<td></td>
<td>John A. Garcia, Jr., Ph.D., Supt.</td>
<td>03/10/2020</td>
</tr>
</tbody>
</table>

Submit one (1) certified original of this form to:

Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:

Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

Signature of Los Angeles County Superintendent of Schools Deputy

Form No. 503-056A Page 2 of 4 Rev. 04/23/2018
# Budget Adjustment Summary

**K-12/ROPs/JPAs**

**Los Angeles County Office of Education**

**Submit one (1) certified original of this form.**

<table>
<thead>
<tr>
<th>DISTRICT NUMBER</th>
<th>GL JOURNAL ID NUMBER</th>
<th>FUND NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>64451</td>
<td>BA788-14U</td>
<td>14.0</td>
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</tbody>
</table>

**FISCAL YEAR**

<table>
<thead>
<tr>
<th>19-20</th>
<th>FUND NAME</th>
<th>DEFERRED MAINTENANCE FUND</th>
<th>UNRESTRICTED</th>
<th>RESTRICTED</th>
</tr>
</thead>
</table>

**DATE OF SUMMARY**

<table>
<thead>
<tr>
<th>03/10/2020</th>
</tr>
</thead>
</table>

**NAME OF SCHOOL DISTRICT**

<table>
<thead>
<tr>
<th>DOWNEY UNIFIED SCHOOL DISTRICT</th>
</tr>
</thead>
</table>

## A. Revenues/Other Financing Sources

<table>
<thead>
<tr>
<th>Revenues/Other Financing Sources</th>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCFF Sources</td>
<td>8010-8099</td>
<td>$</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Federal Revenue</td>
<td>8100-8299</td>
<td>$</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Other State Revenue</td>
<td>8300-8599</td>
<td>$</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Other Local Revenue</td>
<td>8600-8799</td>
<td>8660</td>
<td>00000</td>
<td>50,000.00</td>
</tr>
<tr>
<td>Interfund Transfers In</td>
<td>8900-8929</td>
<td>$</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>All Other Financing Sources</td>
<td>8930-8979</td>
<td>$</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Contributions</td>
<td>8980-8999</td>
<td>$</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>8. Total Revenues/Other Financing Sources</strong></td>
<td>$</td>
<td>50,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## B. Expenditures/Other Financing Uses

<table>
<thead>
<tr>
<th>Expenditures/Other Financing Uses</th>
<th>Object Code</th>
<th>Resource Code (Optional)</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Personnel Salaries</td>
<td>1000-1999</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>Classified Personnel Salaries</td>
<td>2000-2999</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>3000-3999</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>Books and Supplies</td>
<td>4000-4999</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>Services and Other Operating Expenditures</td>
<td>5000-5999</td>
<td>(2,820.00)</td>
<td></td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>6000-6999</td>
<td>$</td>
<td>2,820.00</td>
</tr>
<tr>
<td>Tuition</td>
<td>7100-7199</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>Interagency Transfers Out</td>
<td>7200-7299</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>Transfers of Indirect Costs</td>
<td>7300-7399</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>Debt Service</td>
<td>7430-7439</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>Interfund Transfers Out</td>
<td>7600-7629</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>All Other Financing Uses</td>
<td>7630-7699</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>13. Total Expenditures/Other Financing Uses</strong></td>
<td>$</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

## C. Subtotal A8 - B13 (This amount will increase (decrease) ending fund balance)

<table>
<thead>
<tr>
<th>Subtotal A8 - B13</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>(This amount will increase (decrease) ending fund balance)</td>
<td>50,000.00</td>
</tr>
</tbody>
</table>

### NOTES:

- Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
- Line A7 - Contributions must net to zero at the total fund level.
- If Section C is not zero, you must complete Section D on Page 2.

Form No. 503-056A Page 1 of 4 Rev. 04/23/2018

DISTRIBUTION: Original to Business Advisory Services.
<table>
<thead>
<tr>
<th>D. Components of Ending Fund Balance</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Nonspendable Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving Cash</td>
<td>9711</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Stores</td>
<td>9712</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid Expenditures</td>
<td>9713</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Others</td>
<td>9719</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Nonspendable Amounts</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>2. Restricted Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted</td>
<td>9740</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total Restricted Amounts</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>3. Committed Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stabilization Arrangements</td>
<td>9750</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Other Commitments</td>
<td>9760</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Committed Amounts</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>4. Assigned Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Assignments</td>
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<tr>
<td>Total Assigned Amounts</td>
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<td>0.00</td>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Reserve for Economic Uncertainties</td>
<td>9789</td>
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<td>$</td>
</tr>
<tr>
<td>Unassigned/Unappropriated/Unrestricted Net Position</td>
<td>9790</td>
<td>50,000.00</td>
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<tr>
<td>Total Unassigned/Unappropriated Amounts</td>
<td></td>
<td></td>
<td>50,000.00</td>
</tr>
<tr>
<td>6. Total Components of Ending Fund Balance (Must Equal the Total in Section C)</td>
<td></td>
<td></td>
<td>$ 50,000.00</td>
</tr>
</tbody>
</table>

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim projections.

F. School District Certification - Must be Completed

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<th>TELEPHONE NUMBER OF CONTACT PERSON</th>
<th>EMAIL ADDRESS OF CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
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<td><a href="mailto:mimartinez@dusd.net">mimartinez@dusd.net</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE OF BOARD APPROVAL</th>
<th>SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD</th>
<th>PRINT NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/10/2020</td>
<td>John A. Garcia, Jr., Ph.D., Supt.</td>
<td></td>
<td>03/10/2020</td>
</tr>
</tbody>
</table>

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Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

<table>
<thead>
<tr>
<th>SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY</th>
<th>DATE SIGNED</th>
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</table>
## Budget Adjustment Summary
### K-12/ROPs/JPAs

<table>
<thead>
<tr>
<th>DISTRICT NUMBER</th>
<th>GL. JOURNAL ID NUMBER</th>
<th>FUND NUMBER</th>
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<tbody>
<tr>
<td>64451</td>
<td>BA789-21R</td>
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</table>

<table>
<thead>
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<th>FISCAL YEAR</th>
<th>FUND NAME</th>
<th>PERIOD AFFECTED</th>
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<tbody>
<tr>
<td>19-20</td>
<td>BUILDING FUND</td>
<td>☑ Restricted</td>
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</table>

<table>
<thead>
<tr>
<th>DATE OF SUMMARY</th>
<th>NAME OF SCHOOL DISTRICT</th>
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</thead>
<tbody>
<tr>
<td>03/10/2020</td>
<td>DOWNNEY UNIFIED SCHOOL DISTRICT</td>
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</tbody>
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### A. Revenues/Other Financing Sources

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8010-8099</td>
<td></td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>8100-8299</td>
<td></td>
<td>$</td>
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</tr>
<tr>
<td>8300-8599</td>
<td></td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>8600-8799</td>
<td></td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>8900-8929</td>
<td></td>
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</tr>
<tr>
<td>8980-8999</td>
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<td>$</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**8. Total Revenues/Other Financing Sources**

| $ | 0.00 |

### B. Expenditures/Other Financing Uses

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Resource Code (Optional)</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000-1999</td>
<td>$</td>
<td>0.00</td>
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<tr>
<td>2000-2999</td>
<td>(13,201.00)</td>
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<tr>
<td>3000-3999</td>
<td>(36,268.00)</td>
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<tr>
<td>4000-4999</td>
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<td>5000-5999</td>
<td>49,469.00</td>
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<td>6000-6999</td>
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<td>7100-7199</td>
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<td>7200-7299</td>
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<td>7300-7399</td>
<td>0.00</td>
<td></td>
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<td>7430-7439</td>
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<td>7600-7629</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>7630-7699</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

**13. Total Expenditures/Other Financing Uses**

| $ | 0.00 |

### C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

| $ | 0.00 |

**NOTES:** Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must not be zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.
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<thead>
<tr>
<th>D. Components of Ending Fund Balance</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
</tr>
</thead>
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<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving Cash</td>
<td>9711</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Stores</td>
<td>9712</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid Expenditures</td>
<td>9713</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Others</td>
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<td></td>
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<tr>
<td>Total Nonspendable Amounts</td>
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<td></td>
<td>0.00</td>
</tr>
<tr>
<td>2. Restricted Amounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted</td>
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<tr>
<td>3. Committed Amounts</td>
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</tr>
<tr>
<td>Stabilization Arrangements</td>
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<td>$</td>
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<tr>
<td>Other Commitments</td>
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<tr>
<td>Total Committed Amounts</td>
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<tr>
<td>4. Assigned Amounts</td>
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<td>Other Assignments</td>
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<td>Total Assigned Amounts</td>
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<tr>
<td>5. Unassigned/Unappropriated Amounts</td>
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<td>Unassigned/Unappropriated/Unrestricted Net Position</td>
<td>9790</td>
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<td>Total Unassigned/Unappropriated Amounts</td>
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<tr>
<td>6. Total Components of Ending Fund Balance (Must Equal the Total in Section C)</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON: Michael Martinez
TELEPHONE NUMBER OF CONTACT PERSON: (562) 469-6621
EMAIL ADDRESS OF CONTACT PERSON: mimartinez@dusd.net
DATE OF BOARD APPROVAL: 03/10/2020
DQEIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD: John A. Garcia, Jr., Ph.D., Supt.
PRINT NAME AND TITLE: 03/10/2020

Submit one (1) certified original of this form to: Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County Superintendent

Signature of Los Angeles County Superintendent of Schools Deputy: 
Date Signed: 
**Budget Adjustment Summary**

**K-12/ROPs/JPAs**

<table>
<thead>
<tr>
<th>District Number</th>
<th>GL Journal ID Number</th>
<th>Fund Number</th>
</tr>
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<tbody>
<tr>
<td>64451</td>
<td>BA790-25U</td>
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<table>
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<th>Fiscal Year</th>
<th>Fund Name</th>
<th>Status</th>
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<tbody>
<tr>
<td>19-20</td>
<td>CAPITAL FACILITIES FUND</td>
<td>UNRESTRICTED</td>
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**DATE OF SUMMARY**

03/10/2020

**Name of School District**

DOWNEY UNIFIED SCHOOL DISTRICT

### A. Revenues/Other Financing Sources

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. LCFF Sources</td>
<td>8010-8099</td>
<td>$0.00</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>2. Federal Revenue</td>
<td>8100-8299</td>
<td>$0.00</td>
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<tr>
<td>3. Other State Revenue</td>
<td>8300-8599</td>
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<tr>
<td>4. Other Local Revenue</td>
<td>8600-8799</td>
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<tr>
<td>5. Interfund Transfers In</td>
<td>8900-8929</td>
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<td></td>
<td>0.00</td>
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<tr>
<td>6. All Other Financing Sources</td>
<td>8930-8979</td>
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<tr>
<td>7. Contributions</td>
<td>8980-8999</td>
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**8. Total Revenues/Other Financing Sources**

$0.00

### B. Expenditures/Other Financing Uses

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Resource Code (Optional)</th>
<th>Budget Adjustment Increase (Decrease)</th>
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<tbody>
<tr>
<td>1. Certificated Personnel Salaries</td>
<td>1000-1999</td>
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<td>2. Classified Personnel Salaries</td>
<td>2000-2999</td>
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<tr>
<td>3. Employee Benefits</td>
<td>3000-3999</td>
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<td>0.00</td>
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<tr>
<td>4. Books and Supplies</td>
<td>4000-4999</td>
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<tr>
<td>5. Services and Other Operating Expenditures</td>
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<td>6. Capital Outlay</td>
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<td>7. Tuition</td>
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<td>8. Interagency Transfers Out</td>
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<tr>
<td>9. Transfers of Indirect Costs</td>
<td>7300-7399</td>
<td>$0.00</td>
<td>0.00</td>
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<tr>
<td>10. Debt Service</td>
<td>7430-7439</td>
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<td>0.00</td>
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<tr>
<td>11. Interfund Transfers Out</td>
<td>7600-7629</td>
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<td>7630-7699</td>
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</table>

**13. Total Expenditures/Other Financing Uses**

$63,759.00

### C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

$(-63,759.00)

**NOTES:**

Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.
### D. Components of Ending Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
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<th>Revision Increase (Decrease)</th>
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<tr>
<td>1. Nonspendable Amounts</td>
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<tr>
<td>Revolving Cash</td>
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<tr>
<td>Stores</td>
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<tr>
<td>Prepaid Expenditures</td>
<td>9713</td>
<td></td>
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<tr>
<td>All Others</td>
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<td>0.00</td>
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<tr>
<td>3. Committed Amounts</td>
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<td>$</td>
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<tr>
<td>Stabilization Arrangements</td>
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<tr>
<td>4. Assigned Amounts</td>
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<tr>
<td>5. Unassigned/Unappropriated Amounts</td>
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<td>Unassigned/Unappropriated/Unrestricted Net Position</td>
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<tr>
<td><strong>Total Unassigned/Unappropriated Amounts</strong></td>
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<td>($63,759.00)</td>
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</table>
| 6. Total Components of Ending Fund Balance (Must Equal the Total in Section C) | | | |}

**E. Narrative Explanation for this Revision - Must be Completed**

To revise budgets for Second Interim.

---

### F. School District Certification - Must be Completed

**NAME OF SCHOOL DISTRICT CONTACT PERSON**
Michael Martinez

**TELEPHONE NUMBER OF CONTACT PERSON**
(562) 469-6621

**EMAIL ADDRESS OF CONTACT PERSON**
mimartinez@dusd.net

**DATE OF BOARD APPROVAL**
03/10/2020

**SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD**
John A. Garcia, Jr., Ph.D., Supt.

**PRINT NAME AND TITLE**

**DATE SIGNED**
03/10/2020

Submit one (1) certified original of this form to:
Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

**Approved:**
Debra Duardo, M.S.W., Ed.D.
Los Angeles County Superintendent

**SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY**

**DATE SIGNED**
### Budget Adjustment Summary

**K-12/ROPs/JPAs**

**Submit one (1) certified original of this form.**

<table>
<thead>
<tr>
<th>DISTRICT NUMBER</th>
<th>GL JOURNAL ID NUMBER</th>
<th>FUND NUMBER</th>
<th>FUND NAME</th>
<th>PERIOD AFFECTED</th>
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</thead>
<tbody>
<tr>
<td>64451</td>
<td>BA791-35U</td>
<td>35.0</td>
<td>COUNTY SCHOOL FACILITIES FUND</td>
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<th>NAME OF SCHOOL DISTRICT</th>
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<tbody>
<tr>
<td>03/10/2020</td>
<td>DOWNEY UNIFIED SCHOOL DISTRICT</td>
</tr>
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#### A. Revenues/Other Financing Sources

<table>
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<th>Revenues/Other Financing Sources</th>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
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<tr>
<td>1. LCFF Sources</td>
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<tr>
<td>2. Federal Revenue</td>
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<td>0.00</td>
</tr>
<tr>
<td>3. Other State Revenue</td>
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<td>4. Other Local Revenue</td>
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<td>1,000.00</td>
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<td>5. Interfund Transfers In</td>
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</tr>
<tr>
<td>6. All Other Financing Sources</td>
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<td>0.00</td>
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<tr>
<td>7. Contributions</td>
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#### B. Expenditures/Other Financing Uses

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<td>0.00</td>
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<td>3. Employee Benefits</td>
<td>3000-3999</td>
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<td>0.00</td>
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<tr>
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<td>0.00</td>
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<td>6000-6999</td>
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<td>0.00</td>
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<tr>
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<tr>
<td>11. Interfund Transfers Out</td>
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<td></td>
<td>0.00</td>
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<tr>
<td>12. All Other Financing Uses</td>
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<td>0.00</td>
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<tr>
<td><strong>13. Total Expenditures/Other Financing Uses</strong></td>
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#### C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

<table>
<thead>
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<th>Subtotal A8 - B13</th>
<th>Ending Fund Balance</th>
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<td></td>
<td>$1,000.00</td>
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</tbody>
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**NOTES:**
- Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
- Line A7 - Contributions must not exceed the total fund level.
- If Section C is not zero, you must complete Section D on Page 2.

*Form No. 503-056A Page 1 of 4 Rev. 04/23/2018*

**DISTRIBUTION:** Original to Business Advisory Services.
D. Components of Ending Fund Balance

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
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</thead>
<tbody>
<tr>
<td>9711</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

1. Nonspendable Amounts
   - Revolving Cash
   - Stores
   - Prepaid Expenditures
   - All Others

Total Nonspendable Amounts: 0.00

2. Restricted Amounts
   - Restricted

Total Restricted Amounts: 0.00

3. Committed Amounts
   - Stabilization Arrangements
   - Other Commitments

Total Committed Amounts: 0.00

4. Assigned Amounts
   - Other Assignments

Total Assigned Amounts: 0.00

5. Unassigned/Unappropriated Amounts
   - Reserve for Economic Uncertainties
   - Unassigned/Unappropriated/Unrestricted Net Position

Total Unassigned/Unappropriated Amounts: 1,000.00

6. Total Components of Ending Fund Balance (Must Equal the Total in Section C): 1,000.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON: Michael Martinez
TELEPHONE NUMBER OF CONTACT PERSON: (562) 469-6621
EMAIL ADDRESS OF CONTACT PERSON: mimartinez@dusd.net
DATE OF BOARD APPROVAL: 03/10/2020
SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD: John A. Garcia, Jr., Ph.D., Supt.
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Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY
DATE SIGNED

Form No. 503-056A Page 2 of 4 Rev 04/23/2018

137
# Budget Adjustment Summary

**K-12/ROPs/JPAs**

Submit one (1) certified original of this form.

<table>
<thead>
<tr>
<th>DISTRICT NUMBER</th>
<th>GL JOURNAL ID NUMBER</th>
<th>FUND NUMBER</th>
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</thead>
<tbody>
<tr>
<td>64451</td>
<td>BA791-35R</td>
<td>35.0</td>
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</tbody>
</table>

**Fiscal Year**

<table>
<thead>
<tr>
<th>19-20</th>
<th>FUND NAME</th>
<th>PERIOD AFFECTED:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COUNTY SCHOOL FACILITIES FUND</td>
<td>Adopted Budget</td>
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</table>

**Date of Summary**

03/10/2020

**Name of School District**

DOWNEY UNIFIED SCHOOL DISTRICT

## A. Revenues/Other Financing Sources

<table>
<thead>
<tr>
<th>Object Code</th>
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<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
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</thead>
<tbody>
<tr>
<td>8010-8099</td>
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<td></td>
<td>$</td>
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<td>8100-8299</td>
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## B. Expenditures/Other Financing Uses

<table>
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<th>Object Code</th>
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<th>Budget Adjustment Increase (Decrease)</th>
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<tr>
<td>7630-7699</td>
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<tr>
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<td><strong>$</strong></td>
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</tbody>
</table>

## C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal. Line A7 - Contributions must net to zero at the total fund level. If Section C is not zero, you must complete Section D on Page 2.

Form No. 503-056A Page 1 of 4 Rev. 04/23/2018

DISTRIBUTION: Original to Business Advisory Services.
D. Components of Ending Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
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<tbody>
<tr>
<td>1. Nonspendable Amounts</td>
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</tr>
<tr>
<td>Revolving Cash</td>
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<td></td>
<td>$</td>
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<tr>
<td>Stores</td>
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<tr>
<td>Prepaid Expenditures</td>
<td>9713</td>
<td></td>
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<tr>
<td>All Others</td>
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<td></td>
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<tr>
<td>Total Nonspendable Amounts</td>
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<tr>
<td>2. Restricted Amounts</td>
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<tr>
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<td>Total Restricted Amounts</td>
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<td>0.00</td>
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<tr>
<td>3. Committed Amounts</td>
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<td></td>
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</tr>
<tr>
<td>Stabilization Arrangements</td>
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<tr>
<td>Other Commitments</td>
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<td>Total Committed Amounts</td>
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<td>4. Assigned Amounts</td>
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<tr>
<td>5. Unassigned/Unappropriated Amounts</td>
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<td>Unassigned/Unappropriated/Unrestricted Net Position</td>
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<td>$ 221,014.00</td>
</tr>
</tbody>
</table>

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim.

F. School District Certification - Must be Completed

Submit one (1) certified original of this form to:

Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

Form No. 503-056A Page 2 of 4 Rev. 04/23/2019
Budget Adjustment Summary
K-12/ROPs/JPAs

Submit one (1) certified original of this form.

DISTRIBUTION: Original to Business Advisory Services.

<table>
<thead>
<tr>
<th>Revenues/Other Financing Sources</th>
<th>Object Code</th>
<th>Specific Object Code</th>
<th>Specific Resource Code</th>
<th>Budget Adjustment Increase (Decrease)</th>
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</table>

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance] $ (340,778.00)

NOTES:
Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.
# D. Components of Ending Fund Balance

<table>
<thead>
<tr>
<th>Details</th>
<th>Object Code</th>
<th>Resource Code</th>
<th>Revision Increase (Decrease)</th>
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<tbody>
<tr>
<td>1. Nonspendable Amounts</td>
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<tr>
<td>Revolving Cash</td>
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<td>Stores</td>
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<tr>
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<td>All Others</td>
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<td>0.00</td>
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<tr>
<td>3. Committed Amounts</td>
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<tr>
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<tr>
<td>5. Unassigned/Unappropriated Amounts</td>
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<tr>
<td>Reserve for Economic Uncertainties</td>
<td>9789</td>
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<td>Unassigned/Unappropriated/Unrestricted Net Position</td>
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<td>Total Unassigned/Unappropriated Amounts</td>
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<tr>
<td>6. Total Components of Ending Fund Balance (Must Equal the Total in Section C)</td>
<td>$</td>
<td></td>
<td>340,778.00</td>
</tr>
</tbody>
</table>

## E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim projections and PHP Clinic fees.

---

### F. School District Certification - Must be Completed

<table>
<thead>
<tr>
<th>NAME OF SCHOOL DISTRICT CONTACT PERSON</th>
<th>TELEPHONE NUMBER OF CONTACT PERSON</th>
<th>EMAIL ADDRESS OF CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Martinez</td>
<td>(562) 469-6621</td>
<td><a href="mailto:mimartinez@dusd.net">mimartinez@dusd.net</a></td>
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</tbody>
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<table>
<thead>
<tr>
<th>DATE OF BOARD APPROVAL</th>
<th>SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD</th>
<th>PRINT NAME AND TITLE</th>
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<tbody>
<tr>
<td>03/10/2020</td>
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<td>John A. Garcia, Jr., Ph.D., Supt.</td>
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</table>

<table>
<thead>
<tr>
<th>PRINT NAME AND TITLE</th>
<th>DATE SIGNED</th>
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<tbody>
<tr>
<td>John A. Garcia, Jr., Ph.D., Supt.</td>
<td>03/10/2020</td>
</tr>
</tbody>
</table>

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9300 Imperial Highway
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Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

---

Form No. 503-056A Page 2 of 4 Rev. 04/23/2018

141
I. CERTIFICATED

A. Employments

<table>
<thead>
<tr>
<th>Employee</th>
<th>Assignment</th>
<th>Salary Rate</th>
<th>Service Begins</th>
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<tbody>
<tr>
<td>Bellairs, Stephen</td>
<td>Nurse Student Services Temporary</td>
<td>$71,739</td>
<td>2/24/20-6/01/20</td>
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B. Employments (Temporary)

ADMIN COVERAGE – District, $37.30 Per Hour, 1/06/20-3/13/20
Martinez, Lourdes

CAHPERD CONFERENCE – District, $150.00 Per Day, 2019-20 School Year
Flores, James

CARNIVAL OF CHAMPIONS – $1,384.00 Per Year, 2019-20 School Year
District
Flores, James
Johnson, Amber

Lewis
Graves, Todd $461.33
Kacou, Natalie $461.33
Minahan, Melissa $461.33

Rio San Gabriel
Gutierrez, Angela $692.00
Hoetker, Deborah $692.00

EARLY CHILDHOOD SYMPOSIUM – District, $150.00 Per Day, 3/14/20
Alarcon-Davila, Ruth
Carter, Carol
Girardin, Kathleen
Gomez, Susan
King-Adamo, Jill
Lee, Carolina
Mendenhall, Danielle
I. CERTIFICATED

B. Employments (Temporary) (cont.)

<table>
<thead>
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<th>Employee</th>
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<th>Salary Rate</th>
<th>Service Begins</th>
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<td><strong>EXTRA DUTY – 2019-20 School Year</strong></td>
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<td><strong>Doty</strong></td>
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<td>Fetter, Mark</td>
<td>Softball Team</td>
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<td>Mills, Hayden</td>
<td>Baseball Team</td>
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<td><strong>Stauffer</strong></td>
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<td>Holmes, William</td>
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<td>Rowland, Jamie</td>
<td>Softball Team</td>
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<td><strong>Downey</strong></td>
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<tr>
<td>Acevedo, Kyle</td>
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<td></td>
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<tr>
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<td>Ellis, Tyler</td>
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<td>Fitzgerald, Paige</td>
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<td>Harris, Nathan</td>
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<td>McCfadyen, Ian</td>
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<td>Shelton, Larry</td>
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<td><strong>FEMINEER MEETING – District, $37.30 Per Hour, 2019-20 School Year</strong></td>
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143
I. CERTIFICATED

B. Employments (Temporary) (cont.)

<table>
<thead>
<tr>
<th>Employee</th>
<th>Assignment</th>
<th>Salary Rate</th>
<th>Service Begins</th>
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<td>Taylor-Sabo, Melissa</td>
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<td>Worthy, Jessica</td>
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<td>Tanaka, David</td>
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<td>HOME INSTRUCTION – District, $37.30 Per Hour, 2019-20 School Year</td>
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B. Employments (Temporary) (cont.)

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#### B. Employments (Temporary) (cont.)

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**SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM** – $37.30 Per Hour, 2019-20 School Year (cont.)

- Price
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- **Rio Hondo**
  - Ashton, Melissa
  - Garces, Jeanette
  - Melara, Rafael
  - Romero, Yvette

- **Rio San Gabriel**
  - Higginbotham, Gina

- **Unsworth**
  - Brito, Kirsty
  - Escobar, Ernesto
  - Flores, James
  - Gonzalez, Angelica
  - Jones, Ana
  - McLoughry, Amy
  - Morales, Kara
  - Munson, Danielle

- **Ward**
  - Basset, Kristian

- **Williams**
  - Burney, Shelby
  - Caro, Vanessa
  - Estrada, Lilly
  - Lee, Junghae
  - Neimann, Natalie
  - Rush, Samantha
  - Russell Hernandez, Nicole
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B. Employments (Temporary) (cont.)

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TUTORING – $37.30 Per Hour, 2019-20 School Year

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WASC HOURS – Warren, $37.30 Per Hour, 2019-20 School Year

| Mack, Deanna        |
| Muller, Justin      |
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### C. Leave of Absence

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### I. CERTIFICATED

#### E. Terminations

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### I. CERTIFICATED

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I. CERTIFICATED

E. Terminations

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<tr>
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<td>Salazar Jr., Larry</td>
<td>Teacher – SDC Griffiths $84,778</td>
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<td>Teacher Ward $65,206</td>
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<td>Sanchez-Lopez, Michelle</td>
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## I. CERTIFICATED

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## I. CERTIFICATED

### E. Terminations

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## II. CLASSIFIED

### A. Employments (Regular)

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<th>Service Begins</th>
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<tr>
<td>Alcantara, Kathryn</td>
<td>Sr. Instruct. Asst.-BC</td>
<td>$3,613.00 mo. (81.25%)</td>
<td>02/03/20</td>
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<tr>
<td>(Rpl. M. Woolen)</td>
<td>Downey High</td>
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<tr>
<td>Anderson, Kathleen</td>
<td>Student Supv. Asst.</td>
<td>$13.000 hr.</td>
<td>02/19/20</td>
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<tr>
<td>(Rpl. J. Salazar)</td>
<td>Imperial</td>
<td>3.42 Hours</td>
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<tr>
<td>Anguiano, Daniel</td>
<td>Physical Education Asst.</td>
<td>$2,974.00 mo. (50%)</td>
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<tr>
<td>(Rpl. C. Varela)</td>
<td>Instruct. Support Progs.</td>
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<tr>
<td>Casillas, Monique</td>
<td>Instruct. Asst.-Dental</td>
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<td>(New Position)</td>
<td>Adult School</td>
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<td>Garcia, Christina</td>
<td>Sr. Instruct. Asst.</td>
<td>$3,119.00 mo. (61.25%)</td>
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<td>(Rpl. D. Gonzalez)</td>
<td>Old River</td>
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<td>Hercules, Jennifer</td>
<td>Student Supv. Asst.</td>
<td>$13.000 hr.</td>
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<td>(Rpl. A. Aguilar)</td>
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<td>Lopez, Lisseth</td>
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<td>(Rpl. L. Andrade)</td>
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### B. Employments (Temporary)

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<tr>
<td>Antonucci, Anthony</td>
<td>Maintenance Locksmith</td>
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<td>(Substitute)</td>
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<td>Cross, John David</td>
<td>Music Specialist</td>
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#### B. Employments (Temporary) (cont.)

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<tr>
<td>De La Torre, Raquel (Substitute)</td>
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<td>$13,000 hr.</td>
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<td>Kellogg, Angel (Working out of class as needed)</td>
<td>Administrative Secretary Business Services</td>
<td>$6,104.00 mo.</td>
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<td>$4,283.00 mo.</td>
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<td>$19,875 hr.</td>
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<td>$18,883 hr.</td>
<td>02/03/20</td>
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**FOOD SERVICE ASSISTANT (Substitute) – $14.833 Per Hour**

- Ayala, Jessica 02/20/20
- Barron Chavez, Monique 02/19/20
- Martinez, Olivia 02/19/20
II. CLASSIFIED

B. Employments (Temporary) (cont.)

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<td>Williams, Ke Shawn</td>
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<td>02/03/20</td>
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<td><strong>SENIOR INSTRUCTIONAL ASSISTANT-BC (Substitute) - $18.883 Per Hour</strong></td>
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<tr>
<td>Arzate, Zoila</td>
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<td>02/18/20</td>
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<td><strong>STUDENT HELPER – DHH Program, $13.000 Per Hour, Not to exceed 800 Hours</strong></td>
<td></td>
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</tr>
<tr>
<td>Espinoza, Benjamin</td>
<td></td>
<td>02/07/20-06/30/20</td>
<td></td>
</tr>
<tr>
<td>Gonzalez, Kevin</td>
<td></td>
<td>02/07/20-06/30/20</td>
<td></td>
</tr>
<tr>
<td>Grande, David</td>
<td></td>
<td>01/06/20-06/30/20</td>
<td></td>
</tr>
<tr>
<td>Lopez, Anthony</td>
<td></td>
<td>02/07/20-06/30/20</td>
<td></td>
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<tr>
<td>Lopez, Juan</td>
<td></td>
<td>01/06/20-06/30/20</td>
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<tr>
<td>Mena-Ledesma, Luis</td>
<td></td>
<td>01/06/20-06/30/20</td>
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</tr>
<tr>
<td>Pedraza, Elizabeth</td>
<td></td>
<td>01/29/20-06/30/20</td>
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</tr>
<tr>
<td>Reategui, Gabrielle</td>
<td></td>
<td>01/06/20-06/30/20</td>
<td></td>
</tr>
<tr>
<td>Rios Sanchez, Michelle</td>
<td></td>
<td>02/10/20-06/30/20</td>
<td></td>
</tr>
<tr>
<td>Stevenson, Alisa</td>
<td></td>
<td>01/06/20-06/30/20</td>
<td></td>
</tr>
<tr>
<td>Tim, Bryan</td>
<td></td>
<td>01/06/20-06/30/20</td>
<td></td>
</tr>
<tr>
<td>Torres, Noel</td>
<td></td>
<td>01/06/20-06/30/20</td>
<td></td>
</tr>
</tbody>
</table>
## II. CLASSIFIED

### C. Change of Assignment

<table>
<thead>
<tr>
<th>Employee</th>
<th>From:</th>
<th>To:</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calderon, Herman</td>
<td>Sr. Instruct. Asst.-BC</td>
<td>Sr. Instruct. Asst.-BC</td>
<td>02/06/20</td>
</tr>
<tr>
<td>(Administrative Transfer)</td>
<td>Unsworth</td>
<td>Rio Hondo</td>
<td></td>
</tr>
<tr>
<td>(New Position)</td>
<td>$3,273.00 mo.</td>
<td>$3,273.00 mo.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(81.25%)</td>
<td>(81.25%)</td>
<td></td>
</tr>
<tr>
<td>Calderon, Natali</td>
<td>Attend./Records Clerk</td>
<td>Sr. Clerical Asst. Special Education</td>
<td>02/21/20</td>
</tr>
<tr>
<td>(Working out of class</td>
<td>Doty</td>
<td>$4,184.00 mo.</td>
<td></td>
</tr>
<tr>
<td>for regular employee)</td>
<td>$3,794.00 mo.</td>
<td>(100%)</td>
<td></td>
</tr>
<tr>
<td>Chavez, Corrine</td>
<td>Food Service Supv. I Ward</td>
<td>Food Service Asst. II</td>
<td>02/07/20</td>
</tr>
<tr>
<td>(Return to regular</td>
<td></td>
<td>Lewis</td>
<td></td>
</tr>
<tr>
<td>assignment)</td>
<td>$20.780 hr.</td>
<td>$19.338 hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7.5 Hours</td>
<td>5 Hours</td>
<td></td>
</tr>
<tr>
<td>Chavez, Corrine</td>
<td>Food Service Asst. II</td>
<td>Food Service Supv. I</td>
<td>02/12/20</td>
</tr>
<tr>
<td>(Working out of class</td>
<td>Lewis</td>
<td>Lewis</td>
<td>02/14/20</td>
</tr>
<tr>
<td>for regular employee)</td>
<td>$19.338 hr.</td>
<td>$20.780 hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5 Hours</td>
<td>7.5 Hours</td>
<td></td>
</tr>
<tr>
<td>Flores, Maria E.</td>
<td>Food Service Asst. II</td>
<td>Food Service Asst.</td>
<td>01/25/20</td>
</tr>
<tr>
<td>(Return to regular</td>
<td>Alameda</td>
<td>Alameda</td>
<td></td>
</tr>
<tr>
<td>assignment)</td>
<td>$20.308 hr.</td>
<td>$18.894 hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 Hours</td>
<td>3 Hours</td>
<td></td>
</tr>
<tr>
<td>Flores, Milagros</td>
<td>Food Service Asst. II</td>
<td>Food Service Supv. I</td>
<td>01/22/20</td>
</tr>
<tr>
<td>(Working out of class</td>
<td>Downey High</td>
<td>Alameda</td>
<td></td>
</tr>
<tr>
<td>for regular employee)</td>
<td>$19.338 hr.</td>
<td>$20.780 hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 Hours</td>
<td>7.5 Hours</td>
<td></td>
</tr>
<tr>
<td>Gonzalez, Priscila</td>
<td>Food Service Asst.</td>
<td>Food Service Asst.</td>
<td>02/08/20</td>
</tr>
<tr>
<td>(Temporary change of</td>
<td>Griffiths</td>
<td>Columbus High</td>
<td>02/21/20</td>
</tr>
<tr>
<td>location)</td>
<td>$16.362 hr.</td>
<td>$16.362 hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3.5 Hours</td>
<td>3.5 Hours</td>
<td></td>
</tr>
<tr>
<td>Lara, Maggie</td>
<td>Custodian Operations</td>
<td>Lead Custodian Operations</td>
<td>01/21/20</td>
</tr>
<tr>
<td>(Working out of class as</td>
<td>$4,145.00 mo.</td>
<td>$4,561.00 mo.</td>
<td>06/30/20</td>
</tr>
<tr>
<td>needed)</td>
<td>(100%)</td>
<td>(100%)</td>
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</tbody>
</table>
## II. CLASSIFIED

### C. Change of Assignment (cont.)

<table>
<thead>
<tr>
<th>Employee</th>
<th>From:</th>
<th>To:</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Machado, Martha (Voluntary Transfer) (Rpl. B. Madariaga)</td>
<td>Senior Secretary Fac. Plng. &amp; Devel. $5,202.00 mo. (100%)</td>
<td>Senior Secretary CIA-Secondary $5,202.00 mo. (100%)</td>
<td>02/18/20</td>
</tr>
<tr>
<td>Martinez, Anna (Return to regular assignment)</td>
<td>Food Service Asst. II Lewis $17.538 hr. 5 Hours</td>
<td>Food Service Asst. Lewis $16.362 hr. 3 Hours</td>
<td>02/07/20</td>
</tr>
<tr>
<td>Martinez, Anna (Working out of class for regular employee)</td>
<td>Food Service Asst. Lewis $16.362 hr. 3 Hours</td>
<td>Food Service Asst. II Lewis $17.538 hr. 5 Hours</td>
<td>02/12/20-02/14/20</td>
</tr>
<tr>
<td>Morales, Carolina (Administrative Transfer) (New Position)</td>
<td>Sr. Instr. Asst.-S/MH Alameda $3,985.00 mo. (75%)</td>
<td>Sr. Instr. Asst.-S/MH Imperial $3,985.00 mo. (75%)</td>
<td>02/03/20</td>
</tr>
<tr>
<td>Rangel, Raelyn (Return to regular assignment)</td>
<td>Food Service Asst. II Columbus High $20.308 hr. 4 Hours</td>
<td>Food Service Asst. Columbus High $18.894 hr. 3 Hours</td>
<td>02/08/20</td>
</tr>
<tr>
<td>Robles Flores, Karla (Working out of class for regular employee)</td>
<td>Food Service Asst. II Gallatin $19.338 hr. 5 Hours</td>
<td>Food Service Supv. I Rio Hondo $20.780 hr. 7.5 Hours</td>
<td>01/20/20-02/02/20</td>
</tr>
<tr>
<td>Robles Flores, Karla (Return to regular assignment)</td>
<td>Food Service Supv. I Rio Hondo $20.780 hr. 7.5 Hours</td>
<td>Food Service Asst. II Gallatin $19.338 hr. 5 Hours</td>
<td>02/03/20</td>
</tr>
<tr>
<td>Rodriguez Chavez, Nancy (Voluntary Transfer) (Rpl. C. Gonzalez)</td>
<td>Inter. Clerical Asst. Adult School $3,985.00 mo. (100%)</td>
<td>Inter. Clerical Asst.-Bil. Student Services $4,084.00 mo. (100%)</td>
<td>02/18/20</td>
</tr>
</tbody>
</table>
### II. CLASSIFIED

#### C. Change of Assignment (cont.)

<table>
<thead>
<tr>
<th>Employee</th>
<th>From:</th>
<th>To:</th>
<th>Effective</th>
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</thead>
<tbody>
<tr>
<td>Rosales, Miguel</td>
<td>Groundskeeper</td>
<td>Grounds Equip. Oper.</td>
<td>02/03/20</td>
</tr>
<tr>
<td>(Promotion)</td>
<td>Operations</td>
<td>Operations</td>
<td></td>
</tr>
<tr>
<td>(Rpl. M. Moisa)</td>
<td>$4,172.00 mo. (100%)</td>
<td>$4,392.00 mo. (100%)</td>
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</tr>
<tr>
<td>Sepulveda, Patricia</td>
<td>Food Service Asst. II</td>
<td>Food Service Asst.</td>
<td>02/03/20</td>
</tr>
<tr>
<td>(Return to regular</td>
<td>Gallatin</td>
<td>Gallatin</td>
<td></td>
</tr>
<tr>
<td>assignment)</td>
<td>$19.338 hr. 3 Hours</td>
<td>$17.994 hr. 3 Hours</td>
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</tr>
<tr>
<td>Thames Simpson, Sheila</td>
<td>Instruct. Asst.-Dental</td>
<td>Instruct. Asst.-Dental</td>
<td>02/04/20</td>
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<tr>
<td>(Salary Change)</td>
<td>Adult School</td>
<td>Adult School</td>
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<tr>
<td></td>
<td>$2,974.00 mo. (45%)</td>
<td>$3,613.00 mo. (45%)</td>
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<tr>
<td>Yanez, Mariela</td>
<td>Food Service Asst.</td>
<td>Food Service Supv. I</td>
<td>02/03/20-</td>
</tr>
<tr>
<td>(Working out of class</td>
<td>Rio Hondo</td>
<td>Rio Hondo</td>
<td>TBD</td>
</tr>
<tr>
<td>for regular employee)</td>
<td>$16.362 hr. 3 Hours</td>
<td>$20.780 hr. 7.5 Hours</td>
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</tr>
</tbody>
</table>

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#### D. Leaves of Absence

<table>
<thead>
<tr>
<th>Employee</th>
<th>Assignment</th>
<th>Effective</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cano, Giovana</td>
<td>Sr. Instruct. Asst.</td>
<td>02/18/20-03/27/20</td>
<td>AB2393-Child Bonding Leave</td>
</tr>
<tr>
<td>Chase-Pereira, Ana</td>
<td>Sr. Instruct. Asst.-BC</td>
<td>12/10/19-12/20/19</td>
<td>Personal Business W/OUT PAY</td>
</tr>
<tr>
<td>Chase-Pereira, Ana</td>
<td>Sr. Instruct. Asst.-BC</td>
<td>01/06/20-01/10/20</td>
<td>Personal Business W/OUT PAY</td>
</tr>
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</table>
II. CLASSIFIED

D. Leaves of Absence (cont.)

<table>
<thead>
<tr>
<th>Employee</th>
<th>Assignment</th>
<th>Effective</th>
<th>Reason</th>
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<tbody>
<tr>
<td>KK0541600</td>
<td>Sr. School Office Mgr.</td>
<td>02/14/20-02/19/20</td>
<td>Paid Admin. Leave</td>
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<tr>
<td></td>
<td>Downey High</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sanchez, Patricia</td>
<td>Inter. Clerical Asst.</td>
<td>02/28/20-03/31/20</td>
<td>AB2393-Child Bonding Leave</td>
</tr>
<tr>
<td></td>
<td>Lewis</td>
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</table>

E. Terminations

<table>
<thead>
<tr>
<th>Employee</th>
<th>Assignment</th>
<th>Effective</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aragon, Renee</td>
<td>Food Service Asst. Sussman</td>
<td>02/22/20</td>
<td>Voluntary Resignation</td>
</tr>
<tr>
<td>Arzate, Zoila</td>
<td>Student Supv. Asst. Carpenter</td>
<td>02/08/20</td>
<td>Voluntary Resignation</td>
</tr>
<tr>
<td>Bejarano, Floribeth (Placed on 39-mo. re-employment list)</td>
<td>Food Service Asst. Downey High</td>
<td>02/13/20</td>
<td>Medical Layoff</td>
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<tr>
<td>Calvillo, Brianna</td>
<td>Student Supv. Asst. Rio San Gabriel</td>
<td>02/14/20</td>
<td>Voluntary Resignation</td>
</tr>
<tr>
<td>Castro, Gustavo</td>
<td>Custodian Operations</td>
<td>01/21/20</td>
<td>Deceased</td>
</tr>
<tr>
<td>Hardeman, Brandon</td>
<td>Sr. Instruct. Asst.-BC Gallatin</td>
<td>02/22/20</td>
<td>Voluntary Resignation</td>
</tr>
<tr>
<td>Knight, Melinda</td>
<td>Sr. Instruct. Asst.-S/MH Williams</td>
<td>02/01/20</td>
<td>Voluntary Resignation</td>
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<tr>
<td>Lubetski, David</td>
<td>Comp./Ntwrk. Supp. Tech. Technology</td>
<td>04/02/20</td>
<td>Service Retirement</td>
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<tr>
<td>Madariaga, Bernice</td>
<td>Senior Secretary CIA-Secondary</td>
<td>02/20/20</td>
<td>Voluntary Resignation</td>
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## II. CLASSIFIED

### E. Terminations (cont.)

<table>
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<th>Employee</th>
<th>Assignment</th>
<th>Effective</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martinez, Susan</td>
<td>Food Service Asst.</td>
<td>02/01/20</td>
<td>Voluntary Resignation</td>
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<tr>
<td></td>
<td>Downey High</td>
<td></td>
<td></td>
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<tr>
<td>Perez, Marco</td>
<td>Food Service Asst.</td>
<td>02/05/20</td>
<td>Medical Layoff</td>
</tr>
<tr>
<td>(Placed on 39-mo.</td>
<td>Warren High</td>
<td></td>
<td></td>
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<tr>
<td>re-employment list)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rosales, Alyssa</td>
<td>Student Supv. Asst.</td>
<td>02/15/20</td>
<td>Voluntary Resignation</td>
</tr>
<tr>
<td></td>
<td>Rio San Gabriel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salazar, Jessie</td>
<td>Student Supv. Asst.</td>
<td>02/15/20</td>
<td>Voluntary Resignation</td>
</tr>
<tr>
<td></td>
<td>Imperial</td>
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<tr>
<td>Suarez, Roberto</td>
<td>Custodian Operations</td>
<td>02/26/20</td>
<td>Voluntary Resignation</td>
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<tr>
<td>TZ6888072</td>
<td>Inter. Clerical Asst.</td>
<td>02/08/20</td>
<td>Probationary Release</td>
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<tr>
<td></td>
<td>Warren High</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISH DUTIES FOR PROPOSED NEW CLASSIFICATION – SENIOR DIRECTOR, FACILITIES PLANNING & DEVELOPMENT

ACTION ITEM

The Director, Facilities Planning & Development retired, and this created the opportunity for the Superintendent and staff to look at the classification and set up the District in positioning for the future. Staff has recommended changing the position to Senior Director, Facilities Planning & Development with the additions and modifications to the duties as attached. The essential duties were created using the current and established Director, Facilities Planning & Development classification description as a template, proposing the new title of Senior Director, Facilities Planning & Development.

It will be recommended at the Personnel Commission meeting taking place on March 11, 2020, that the salary placement of this new classification be increased from Range 140 ($10,373 - $12,607 per month) to Range 143 ($11,167 - $13,570 per month) on the Classified Management Salary Schedule.

SUPERINTENDENT’S RECOMMENDATION:

APPROVE the duties of the Senior Director, Facilities Planning & Development as attached, effective March 11, 2020.
CLASS TITLE: **SENIOR DIRECTOR, FACILITIES PLANNING AND DEVELOPMENT**

**BASIC FUNCTION:**

Under the direction of the Associate Superintendent of Business Services, maintains, updates, and implements the District Master Plan for construction and modernization involving directly overseeing all aspects of facility planning, design, construction, and modernization; coordinates inspections, consults with contractors working on construction projects, and represents the District in such matters; performs senior management duties including budget development and monitoring, policy maintenance, public relations, employee supervision and management, and special project analysis.

**REPRESENTATIVE DUTIES:**

*Provides administrative oversight, plans, implements, organizes, and administers directs the work of the Facilities Department for the District's facility renovation, modernization, and new construction programs, including analyzing needs and recommending building programs and priorities. E*

Directs the design, development, and analysis of school building construction and modernization projects including implementing quality control for validating construction cost value engineering, constructability of construction modernization projects, bid alternatives, and bid analysis. E

Coordinates activities associated with the construction of new schools, modernization, and additions to existing schools, renovation of and improvements to existing structures and temporary classroom buildings, moving and demolition of buildings, use of existing facilities, facilities/construction emergencies, and other matters related to school facilities. E

Serves as liaison with State Department of Education, the Office of Public School Construction, Division of the State Architect, and other governmental agencies. E

Provides technical expertise to the Associate Superintendent of Business Services regarding assigned functions and participates in the formulation of and recommends policies, procedures, and programs; advises the Associate Superintendent, Business Services, of unusual trends or problems and recommends appropriate corrective action. E

Directs the selection of and monitors the work of construction management and project management teams, architects, engineers, contractors, vendors,
inspectors, and others to monitor status, quality, and adequacy of a variety of projects. 

Ensures that modernization and construction project planning, drawings, and specifications are coordinated with and reviewed by Information Technology, Food Service, Maintenance, and other appropriate departments' and sites' personnel to conform with District standards and to ensure preferences are considered. 

Oversees the preparation of construction project specifications and confers with the Director of Purchasing and Warehouse in the development of public works contract bids. 

Assists and coordinates with other departments in developing District standards; monitors compliance with state school facilities program guidelines; develops and maintains up to date comprehensive inventory and control of all record drawings for the District. 

Determines and oversees eligibility and applies for new constructions, renovation/modernization, and/or reconstruction funds for facility development. Ensures funding application information and materials are obtained and filed in a timely and accurate manner in accordance with the State Allocation Board, California Department of Education, and Office of Public School Construction. 

Directs employees and contractors in the planning of projects and ensures work products for conformity with code regulations, District standards, and adherence to blueprints. 

Assures compliance by contractors with construction documents and specifications, approval and reporting of completed punch list(s), and approval of progress payments, and completion and closeout documentation, ensuring DSA close of file and certification of related projects and protection of community investment. 

Ensures compliance for bond oversight, prepares the agenda, and facilitates all aspects of the Citizen's Bond Oversight Committee on behalf of the District. 

Supervises the maintenance of construction and modernization project records. 

Coordinates estimates of costs of building and renovation projects in cooperation with technical personnel; monitors costs of construction projects for budget containment. 

Advises the Superintendent and Associate Superintendent of Business Services in matters related to budget, cost estimates, and cash flow related to implementing the priorities of the District's facility master plan. 

Senior Director, Facilities Planning & Development
Attends meetings to maintain current knowledge of legislation, legal codes, and requirements; coordinates with District legal team as needed. *E*

Interviews, selects, trains, evaluates, motivates, counsels, and disciplines employees. *E*

Prepares reports, conducts meetings, and makes presentations to the Board of Education, school sites, community and governmental meetings, and other stakeholders. *E*

Oversees the district's Energy Conservation program. *E*

Perform related duties as assigned.

Note: At the end of some of the duty statements there is an italicized "E" which identifies essential duties required of the classification.

Proposed Revisions March 2020, D.U.S.D.
Revised April 2019, D.U.S.D.
December 2014, D.U.S.D.
DOWNEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 201920-10
TO ORDER BIENNIAL GOVERNING BOARD ELECTION

Order of Election for the Downey Unified School District of Los Angeles County, California.

RESOLUTION ORDERING GOVERNING BOARD MEMBER ELECTION

BE IT RESOLVED that pursuant to Education Code (EC) Sections 5000-5030, the Los Angeles County Superintendent of Schools (County Superintendent) is hereby ORDERED to call an election for the purpose, and in accordance with the designations contained in the following specifications of the Election Order made under the authority of EC Sections 5302, 5304, and 5322.

SPECIFICATIONS OF THE ELECTION ORDER

The election shall be held on Tuesday, November 3, 2020. The polling hours shall be from 7:00 a.m. to 8:00 p.m. on multiple days at the Voting Centers leading up to Election Day.

The purpose of the election is to submit to the voters of the District the question of whether four members shall be elected to the Governing Board of the Downey Unified School District.

The Los Angeles County Registrar-Recorder/County Clerk (Registrar-Recorder) will perform all the duties incident to the preparation for and holding of the above-mentioned election. The Downey Unified School District will pay the costs of the election. If any agency holds an election on November 3, 2020, the Downey Unified School District shall pay its pro rata share pertaining to the conduct of this election and shall be under the provisions of the appropriate sections of the Education and Election Codes.

IT IS FURTHER ORDERED that the Clerk of the District is hereby directed to furnish two copies of this order to the County Superintendent not less than 130 days prior to the date set for the election.

The foregoing Resolution and Order was adopted and affirmed by the Governing Board of the Downey Unified School District of Los Angeles County, being the Board authorized by law to make the designations contained therein, by formal vote as follows:
Ayes

Nays

Absent

D. Mark Morris
Clerk of the Governing Board

I hereby certify that the foregoing is a full, true, and correct transcript of a resolution duly adopted by the Governing Board named therein at a duly constituted meeting of the said Governing Board, held on March 10, 2020, as it appears upon the minutes of the said meeting on March 10, 2020.

D. Mark Morris
Clerk of the Governing Board

REGISTRAR-RECORD INFORMATION

Public Notice Election Announcement

Listing of (2) local newspapers:
Long Beach Press-Telegram
The Downey Patriot
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ENERGY EFFICIENCY DESIGN AND CONSTRUCTION SERVICES FOR BUILDINGS R, S AND Y AT DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education authorization is requested to award Request for Qualifications/Proposals RFQ/P #2019/2020-01 for energy efficiency design and construction services, which received Board approval at the meeting of January 21, 2020.

The District solicited proposals from six potential consultants that were qualified to perform the work. One consultant attended the mandatory bidders conference and submitted a proposal for this project. PacificWest Energy Solutions, Inc, Northridge, has extensive experience in this type of work, and has met the criteria as set forth in the qualifications/proposal documents.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Request for Qualifications/Proposals RFQ/P #2019/2020-01 for Energy Efficiency Design and Construction Services (Government Code section 4217.10, et seq.) for Buildings R, S, and Y at Downey High School, to PacificWest Energy Solutions, Inc., Northridge, in the amount of $1,297,236.00 to be charged to Deferred Maintenance Funds.
WHEREAS, Public Resources Code Section 25008 sets forth the policy of the State of California and the intent of the California Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, District owns and/or operates Buildings R, S, and Y at Downey High School ("Facility(ies)" or "School Site(s)" or "Premises"), and the District wants to reduce its Facilities' energy costs and improve the Facilities' energy quality/reliability by contracting for the construction of certain new and upgraded energy systems; and

WHEREAS, Designer/Builder has analyzed the energy needs at the School Site and has concluded in an analysis ("Designer/Builder's Energy Analysis") that the installation and construction of the Energy Conservation Measures at the Facilities will result in an anticipated reduction in energy consumption or demand that will result in net cost savings to the District; and

WHEREAS, the Board has authorized the District to enter into a design-build contract with a design-build entity that is able to provide appropriately licensed contracting, architectural, and engineering services to design and construct certain new and upgraded energy systems for the Facilities according to Designer/Builder's Energy Analysis, and based on detailed construction documents prepared by the Designer/Builder and, if applicable, approved by the Division of the State Architect and the District ("Project"); and

WHEREAS, Government Code § 4217.10 et seq., authorizes a public agency, including public school districts, to sole source or utilize an informal procurement process, such as a request for proposals, to contract for energy services if its governing body determines, at a regularly scheduled public hearing that the anticipated cost to the agency for an alternative energy project will be less than the anticipated marginal cost to the agency of electrical energy that would have been consumed by the agency in the absence of the energy services contract; and

WHEREAS, pursuant to Government Code § 4217.10 et seq., the District has made the requisite findings that the anticipated cost of the Project will be less than the anticipated marginal cost to the District in the absence of the implementation of the Project; and
WHEREAS, District desires that Designer/Builder design and construct, and Designer/Builder desires to design and construct, the scope of work and provide the services as defined; and

WHEREAS, Designer/Builder is a full-service energy services company with the technical capabilities to provide services to the District for energy conservation services as defined by Government Code § 4217.10 et seq., including, but not limited to, energy and energy system engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification; and

WHEREAS, Designer/Builder is a an appropriately certified, licensed and insured full-service construction company with the technical capabilities to provide the Services to the District including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction and training; and

WHEREAS, District desires that Designer/Builder provide the Services in accordance with Designer/Builder’s Energy Analysis for the District; and

WHEREAS, District desires that Designer/Builder provide the Services in accordance with the Facilities Equipment List for the District; and

WHEREAS, in accordance with Government Code Section 4217.12, the District gave public notice at least two weeks in advance of the public hearing to be held on March 10, 2020; and

WHEREAS, on March 10, 2020, the Board of Education opened and completed the public hearing required pursuant to Government Code Section 4217.12;

NOW, THEREFORE, the Board of Education does hereby find, order and resolve as follows:

Section 1. The Board of Education hereby finds that the District duly gave notice, as required pursuant to Government Code Section 4217.12, of the March 10, 2020, public hearing relating to the Project and the Contract for Energy Efficiency Design and Construction Services, and that the Board of Education duly conducted and completed such public hearing.

Section 2. The Board of Education hereby finds that the anticipated cost to the District of the Project will be less than the anticipated marginal cost to the District of the electricity that the District would purchase in the absence of the HVAC system to be installed as a result of the Project.

Section 3. The Board of Education hereby finds that it will be in the best interests of the District to enter into the Contract for Energy Efficiency Design/Build Services, and the Board of Education hereby approves the Contract for
Energy Efficiency Design/Build Services in the form submitted to the Board of Education by District staff.

Section 4. The Board of Education hereby authorizes and directs the District’s Associate Superintendent of Business Services, or her designee, to: (i) execute and deliver the Contract for Energy Efficiency Design/Build Services in the form hereby approved; (ii) prior to execution, make such non-substantive changes to the Contract for Energy Efficiency Design/Build Services as the Associate Superintendent, in consultation with the District’s legal counsel, reasonably deems necessary or appropriate; and (iii) take such other actions, execute and deliver such other documents, and expend such funds, as are necessary to implement the intent of this Resolution and the Contract for Energy Efficiency Design/Build Services.

Section 5. This Resolution shall take effect immediately upon approval and adoption by the Board of Education.

APPROVED, PASSED AND ADOPTED by the Board of Education of the Downey Unified School District at the March 10, 2020 meeting by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:  

DOWNEY UNIFIED SCHOOL DISTRICT

Donald E. LaPlante, President
Board of Education

ATTEST:

D. Mark Morris, Clerk
Board of Education
CONTRACT FOR ENERGY EFFICIENCY DESIGN / BUILD SERVICES
BY AND BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT
AND
PACIFICWEST ENERGY SOLUTIONS, INC.

THIS CONTRACT is entered into and effective March 10, 2020 ("Contract"), by and between PacificWest Energy Solutions, Inc. ("Designer/Builder") and Downey Unified School District ("District") (individually, a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, District owns and/or operates Buildings R, S, and Y at Downey High School ("Facility(ies)" or "School Site(s)" or "Premises"), and the District wants to reduce its Facilities’ energy costs and improve the Facilities’ energy quality/reliability by contracting to for the construction of certain new and upgraded energy systems; and

WHEREAS, Designer/Builder has analyzed the energy needs at the School Site and has concluded in an analysis ("Designer/Builder's Energy Analysis") that the installation and construction of the Energy Conservation Measures at the Facilities will result in an anticipated reduction in energy consumption or demand that will result in net cost savings to the District; and

WHEREAS, the Board has authorized the District to enter into a design-build contract with a design-build entity that is able to provide appropriately licensed contracting, architectural, and engineering services to design and construct certain new and upgraded energy systems for the Facilities according to Designer/Builder’s Energy Analysis, and based on detailed construction documents prepared by the Designer/Builder and, if applicable, approved by the Division of the State Architect and the District ("Project"); and

WHEREAS, Government Code § 4217.10 et seq., authorizes a public agency, including public school districts, to sole source or utilize an informal procurement process, such as a request for proposals, to contract for energy services if its governing body determines, at a regularly scheduled public hearing that the anticipated cost to the agency for an alternative energy project will be less than the anticipated marginal cost to the agency of electrical energy that would have been consumed by the agency in the absence of the energy services contract; and

WHEREAS, pursuant to Government Code § 4217.10 et seq., the District has made the requisite findings that the anticipated cost of the Project will be less than the anticipated marginal cost to the District in the absence of the implementation of the Project; and

WHEREAS, District desires that Designer/Builder design and construct, and Designer/Builder desires to design and construct, the scope of work and provide the services as defined in Exhibit A, attached hereto ("Services" or "Work"); and

WHEREAS, Designer/Builder is a full-service energy services company with the technical capabilities to provide services to the District for energy conservation services as defined by Government Code § 4217.10 et seq., including, but not limited to, energy and energy system engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification; and

WHEREAS, Designer/Builder is an appropriately certified, licensed and insured full-service construction company with the technical capabilities to provide the Services to the District including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction and training; and

WHEREAS, District desires that Designer/Builder provide the Services in accordance Designer/Builder’s Energy
Analysis attached hereto as **Exhibit B**, for the District; and

WHEREAS, District desires that Designer/Builder provide the Services in accordance with the Facilities Equipment List attached hereto as **Exhibit C**, for the District; and

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Services.**

   1.1. Designer/Builder shall provide the Services as further described in **Exhibit A** attached hereto and incorporated herein for the Project. The District reserves the right to change the Services of which the Parties agree may require the Designer/Builder’s Fee and Scope as well as certain terms and conditions of this Contract to be adjusted by an amendment, in writing and signed by both Parties.

   1.2. In the performance of Designer/Builder’s Services under this Contract, Designer/Builder agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable.

   1.3. Designer/Builder shall act as the District’s agent to render the Services and furnish the work as described in **Exhibit A**, which shall only commence upon the receipt of a Notice to Proceed signed by the District representative.

2. **Fee and Method of Payment.**

   2.1. The Designer/Builder shall furnish the engineering, design, procurement, construction management, installation and construction of certain new and upgraded energy systems as further described in **Exhibit A** and **Exhibit D** attached hereto and incorporated herein for a total amount equal to **One Million, Two Hundred Ninety-Seven Thousand, Two Hundred Thirty-Six and no/100 Dollars ($1,297,236.00)** ("Contract Price") for all services contracted for under this Contract and based on the Fee Schedule attached to **Exhibit D**.

   2.2. Designer/Builder’s Contract Price set forth in this Contract shall be full compensation for all of Designer/Builder’s Services incurred in the performance hereof as indicated in **Exhibit D**.

3. **Contract Time.** The Services shall be completed within the time specified in **Exhibit E** ("Contract Time") from the date specified in the District’s Notice(s) to Proceed, as indicated in the Schedule in **Exhibit E**, attached hereto and incorporated herein by this reference. Time is of the essence and failure of Designer/Builder to perform work on time as specified in this Contract is a material breach of this Contract.

4. **Liquidated Damages.** Designer/Builder agrees that if the Work is not completed within the Contract Time and/or pursuant to the Project Schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, including the Schedule in **Exhibit E**, it is understood, acknowledged, and agreed that the District will suffer damage that is not capable of being calculated. Pursuant to Government Code section 53069.85, Designer/Builder shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Five Hundred Dollars ($500)**

5. per day for each and every calendar day of delay beyond the “Date of Completion” as specified in **Exhibit E** for each Site

6. **Schedule of Values.** Designer/Builder shall prepare a detailed schedule of values for all of the Work that must include quantities and prices of items by site aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This schedule of values must be approved by the District prior to it being used as a basis for payment.
7. **Insurance and Bonds.** The Designer/Builder shall not commence the Work under this Contract until the Designer/Builder has submitted and the District has approved the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice(s) to Proceed. The Designer/Builder shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

8. **Division of the State Architect.** As the designer of the Project, the Designer/Builder shall determine, in its professional opinion, whether some or all of the Work requires approval of the Division of the State Architect ("DSA"). If applicable, Designer/Builder hereby acknowledges that DSA and the District’s DSA Project Inspector(s) ("Inspector" or "Project Inspector") have authority to approve and/or stop Work if the Designer/Builder’s Work does not comply with the requirements of the Contract, Title 24 of the California Code of Regulations, and all applicable laws. The Designer/Builder shall be liable for any delay caused and extra work required by its non-compliant Work. Designer/Builder shall not be liable for delay caused solely by the District.

9. **Project Inspector.** Inspection and acceptance of the Work shall be performed by:
   
a. The District’s Project Inspector with whom the District will contract at or prior to the District issuing a Notice(s) to Proceed to Designer/Builder; and
   
b. The Assistant Superintendent of the District, and/or his/her designee.

10. **Construction Manager.** Designer/Builder recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Designer/Builder Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. The District shall provide forty-eight (48) hours’ notice to Designer/Builder if District designates a different construction manager. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Contract may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.

11. **Labor and Materials.** Unless otherwise indicated herein for a longer period of time, the Designer/Builder shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District’s written approval of the Work, including, without limitation, the items identified in Exhibit C.

12. **CEQA.** The Parties have determined that the Project is exempt from CEQA. If that determination is either successfully challenged or changed, the Parties shall act according to the remainder of this section. The District and Designer/Builder recognize that the Project activities contemplated by this Contract are subject to environmental review under the California Environmental Quality Act ("CEQA"), and that the District, as a lead agency for the Project and its future use, must comply with the CEQA requirements as set forth in CEQA and in 14 California Code of Regulations sections 15000, et seq. ("CEQA Guidelines"). Pursuant to CEQA Guidelines Section 15004(b)(2)(A), the Parties acknowledge that (I) approval and execution of this Contract by the Parties does not constitute the District authorizing, approving, or awarding a “project” as defined by CEQA, and (ii) the construction phase of the Project shall not commence until the District’s governing board provides Designer/Builder with a specific notice to proceed authorizing construction activity. In the event District does not issue such a Notice to Proceed authorizing construction activity and instead issues a notice of suspension or notice of termination, District will pay for Designer/Builder’s undisputed and documented design and/or planning services rendered to the date of that notice.
13. **Terms and Conditions.** This Contract incorporates by this reference the Terms and Conditions attached hereto. By executing this Contract, the Designer/Builder agrees to comply with all the Terms and Conditions.

14. **Contract Documents.** The Contract includes only the following documents ("Contract Documents"), as indicated:

- [x] Terms and Conditions to Contract
- [x] Exhibit A (Scope of Services)
- [x] Exhibit B (Designer/EA's Energy Analysis)
- [x] Exhibit C (Facilities Equipment List)
- [x] Exhibit D (Contract Price Breakdown Payment Schedule)
- [x] Exhibit E (Detailed Construction Schedule or "Project Schedule" for Each Site)
- [x] Exhibit F ("Warranties")
- [x] Exhibit G ("Plans and Specifications")
- [x] Noncollusion Declaration
- [x] Prevailing Wage Certification
- [x] Workers' Compensation Certification
- [x] Criminal Background Investigation Certification
- [x] Drug-Free Workplace / Tobacco-Free Environment Certification
- [x] Asbestos & Other Hazardous Materials Certification
- [x] Lead-Product(s) Certification
- [x] Performance Bond (District's Form)
- [x] Payment Bond (District's Form)
- [x] Insurance Certificates and Endorsements

15. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

**DISTRICT**
Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
ATTN: Ms. Christina Aragon, Associate Supt., Business Services

**DESIGNER/BUILDER**
PacificWest Energy Solutions, Inc.
18543 Devonshire Street, #128
Northridge, CA 91324-1308
ATTN: Mr. Robert Cho, PE, CEM, CMVP, President

**With a copy to:**
Philip J. Henderson, Esq.
Orbach, Huff & Suarez, LLP
6210 Stoneridge Mall Rd., Suite 210
Pleasanton, CA 94588

**ACCEPTED AND AGREED** on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: March 10, 2020

**Downey Unified School District**

Signature: ____________________________________________
Print Name: Christina Aragon
Print Title: Associate Superintendent, Business Services

Dated: ____________________________, 20__

**PacificWest Energy Solutions, Inc.**

Signature: ____________________________________________
Print Name: __________________________________________
Print Title: __________________________________________
Information regarding Designer/Builder.

Type of Business Entity:
- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: ________________

Fed. ID (FEIN) #: ________________

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.
TERMS AND CONDITIONS TO CONTRACT

1. Notice(s) to Proceed: District shall provide Notice(s) to Proceed to Designer/Builder pursuant to the Contract at which time Designer/Builder shall proceed with the Work. The District reserves the right to issue multiple Notices to Proceed related to the Project, either by scope and/or by Site.

2. Site Examination:
   2.1. The District has provided information available to it to the extent the information relates to Designer/Builder’s scope of work. This information included:
       2.1.1. Physical characteristics;
       2.1.2. Written legal description(s) of the Project site(s);
       2.1.3. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
       2.1.4. Adjacent drainage;
       2.1.5. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
       2.1.6. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
       2.1.7. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
       2.1.8. Surveys, reports, as-built drawings;
       2.1.9. Subsoil data, chemical data, and other data logs of borings;
       2.1.10. DSA Numbers for all buildings, as necessary to obtain DSA approval of plans to be submitted by Designer/Builder under the contracted scope of work.
       2.1.11. The location and physical characteristics of existing utility lines, telephone, water, sewage, storm drains and other lines on or around or relating to the Project.

   2.2. Designer/Builder has Visually Verified the existence of the conditions identified by this information to the extent determinable by the documents provided by the District ("Site Examination"). Designer/Builder has relied on its Site Examination in defining its scope of Work or Services.

   2.3. "Visually Verified“ (or "Verify") means confirmed by diligent physical inspection without any destructive or invasive action.

   2.4. If there are any variations to the scope of Work or Services resulting from conditions not determinable from such Visually Verified information, the Designer/Builder shall submit to the District a PCO based on those conditions.

   2.5. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site that could and should have been discovered through these Site Examination activities. Notwithstanding the aforementioned, should the Designer/Builder discover any latent or unknown conditions, which will materially affect the performance of the Work hereunder, Designer/Builder shall immediately inform the District of such fact in writing and shall not proceed until written instructions are received from the District. This written notice may take the form of a PCO.

3. Equipment and Labor: The Designer/Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services herein described, and the Services to be performed at such times and places as directed by, and subject, to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS**: Subcontractors, if any, engaged by the Designer/Builder for any Service or Work under this Contract shall be subject to the approval of the District, which shall not be unreasonably withheld. Designer/Builder agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor’s work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Designer/Builder subcontracts any part of this Contract, Designer/Builder shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract shall create any contractual relations between any subcontractor and the District.

5. **TERMINATION / SUSPENSION:**

5.1. If Designer/Builder fails to perform Designer/Builder’s material duties as required by this Contract, or if Designer/Builder fails to fulfill in a timely and professional manner Designer/Builder’s material obligations under this Contract, or if Designer/Builder shall violate any of the material terms or provisions of this Contract, and any such failure is not excused by the terms of this Contract, the District shall have the right to terminate this Contract, in whole or in part, unless either

5.1.1. Such failures and violations are caused by the District or

5.1.2. Such failures and violations are cured by Designer/Builder to the District’s reasonable satisfaction within fourteen (14) days of written notice by the District thereof to the Designer/Builder; provided, that if a cure cannot be effected within such fourteen (14) days and Design-Builder has commenced a cure within such period of time and continues diligent pursuit of such cure, the Designer/Builder shall have a reasonable period to complete such cure to the District’s reasonable satisfaction.

In the event of a termination pursuant to this subdivision, Designer/Builder may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District’s costs because of Designer/Builder’s actions, errors, or omissions that caused the District to terminate the Designer/Builder.

5.2. District shall have the right in its sole discretion to terminate the Contract, in whole or in part, for its own convenience. In the event of a termination for convenience, Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for recoverable costs for Work performed until the date of termination, reasonable demobilization costs, and rental costs for equipment that Designer/Builder cannot mitigate with diligent efforts. In the event that District terminates this Contract as provided in this subsection and there are no known potential claims related to Designer/Builder’s Work, District shall, within fourteen (14) days after the date of termination, release the Performance and Payment Bonds, although the Surety on Performance and Payment Bonds shall remain liable as indicated herein for all Designer/Builder’s Work performed until the date of termination.

5.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

5.4. The Designer/Builder has the right to terminate this Contract if the District does not fulfill its material obligations under this Contract unless either

5.5. Designer/Builder caused such failures and violations, or

5.5.1. Such failures and violations are cured by District within fourteen (14) days of written notice by the Designer/Builder thereof to the District; provided, that if a cure cannot be effected within fourteen (14) days and District has commenced a cure within such period of time and continues diligent pursuit of such cure, the District shall have a reasonable period to complete such cure.
Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Designer/Builder’s notice of termination.

5.6. The District has the right to suspend, in whole or in part, the Project. If the District suspends the Project for more than one hundred and twenty (120) consecutive days, the Designer/Builder shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the Project Schedule shall be adjusted, and the Designer/Builder’s compensation shall be equitably adjusted to provide for expenses actually incurred, and substantiated by Designer/Builder, associated with the suspension and in the resumption of the Designer/Builder’s Services. If the District suspends the Project for more than two (2) years, the Designer/Builder may terminate this Contract by giving written notice.

6. SAFETY AND SECURITY: Designer/Builder is responsible for maintaining safety in the performance of this Contract. Designer/Builder 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. In the event that the aforementioned rules conflict with the terms of this Contract, the terms of this Contract shall prevail.

7. CHANGE IN SCOPE OF WORK:

7.1. There shall be no change whatsoever in the Services or Work, or any architectural enhancements, without an executed Change Order or Construction Change Directive as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Services or Work except pursuant to a Change Order or Construction Change Directive. Except as provided elsewhere in this Contract, no extension of time for performance of the Work shall be allowed hereunder unless duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Work or Services.

7.2. Designer/Builder shall perform all Work that has been authorized by a fully executed Change Order in the timeframe set forth therein.

7.3. Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to in the Change Order. Except as provided elsewhere in this Contract, if Designer/Builder proceeds with any change in Work without a Change Order, Designer/Builder waives any claim of additional compensation or time for that additional work.

7.4. Designer/Builder understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

7.5. Change Orders. A Change Order is a written instrument prepared and issued by the District and signed by the District (as authorized by the District’s governing board) and the Designer/Builder, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

7.5.1. A description of a change in the Work or Services;

7.5.2. The amount of the adjustment in the Contract Price, if any; and

7.5.3. The extent of the adjustment in the Contract Time, if any.

("Change Order")

7.6. Price Request. A Price Request ("PR") is a written request prepared by the District requesting the Designer/Builder to submit to the District an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time. A Price Request shall contain adequate information, including any necessary Work or Services, to enable Designer/Builder to provide the cost breakdowns required herein.
7.7. **Proposed Change Order.** A Proposed Change Order ("PCO") is a written request prepared by the Designer/Builder requesting that the District issue a Change Order based upon a proposed change to the Work or Services. A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price.

7.7.1. **Changes in Time.** A PCO shall also include any changes in the time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change but must be based upon the impact to the Project Schedule as defined in the Contract Documents. If Designer/Builder fails to request a time extension in a PCO, then the Designer/Builder is thereafter precluded from requesting time and/or claiming a delay, except as otherwise provided in this Contract.

7.7.2. **Unknown and/or Unforeseen Conditions.** If Designer/Builder submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Designer/Builder’s assertion that Designer/Builder has encountered condition(s) on the Project that it could not have discovered in performing its “Site Examination” duties herein, then Designer/Builder shall base the PCO on visually verifiable information that demonstrates that the hitherto unknown and/or unforeseen condition(s) actually exist. If not, the District may deny the PCO and the Designer/Builder shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

7.8. **Format for Proposed Change Order.** The following format shall be used as applicable by the District and the Designer/Builder (e.g. Change Orders, PCO’s) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

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<th>SUBCONTRACTOR PERFORMED WORK</th>
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<td>(a) Material (attach itemized quantity and unit cost plus sales tax)</td>
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<td>(b) Add Labor (attach itemized hours and rates, fully encumbered)</td>
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<td>(c) Add Equipment (attach suppliers’ invoice)</td>
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<td>(d) SUBTOTAL</td>
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<td>(e) Add Subcontractor’s overhead and profit, not to exceed ten percent (10%) of item (d)</td>
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<td>(f) SUBTOTAL</td>
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<td>(g) Add Designer/Builder’s fee, overhead, profit &amp; general conditions, not to exceed ten percent (10%) of the sum of item (f)</td>
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<td>(h) SUBTOTAL</td>
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<td>(i) Add Bond and Insurance, not to exceed one and one-half percent (1.5%) of item (h)</td>
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**DESIGNER/BUILDER PERFORMED WORK**

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7.9. **Change Order Certification.** All Change Orders and PCOs must include the following certification by the Designer/Builder: *The undersigned Designer/Builder approves the foregoing 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 Project Completion, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Designer/Builder knows are false are at the sole risk of Designer/Builder and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District or by District staff with delegated authority and thereafter ratified by the governing board of the District. It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Designer/Builder’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.*

7.10. **Determination of Change Order Cost.** The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District’s discretion:

7.10.1. District acceptance of a PCO;

7.10.2. By amounts contained in Designer/Builder’s schedule of values, if applicable;

7.10.3. By agreement between District and Designer/Builder.

7.11. **Construction Change Directives / Unilateral Change Orders.** A Construction Change Directive (or Unilateral Change Order) is a written order prepared and issued by the District and signed by the District, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The District may only issue a Construction Change Directive in the absence of agreement on the terms of a Change Order, and the Designer/Builder shall track its time and material costs that it may use as the basis for dispute or a claim pursuant to the “Disputes” provisions herein.

8. **TRENCH SHORING:** If this Contract is in excess of Twenty Five Thousand Dollars ($25,000) and is for the excavation of any trench deeper than five (5) feet, Designer/Builder must submit and obtain District acceptance and approval of, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the
excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Designer/Builder shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) material that the Designer/Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Designer/Builder's cost of, and/or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Designer/Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Designer/Builder's cost of, or time required for, performance of any part of the Work, the Designer/Builder shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Designer/Builder shall retain any and all rights provided either under this Contract or by law which pertain to the resolution of disputes and protests between the Parties.

10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors, and workers shall undertake any action to abate existing risk factors for lead. Designer/Builder must execute the Lead-Based Paint Certification, if applicable.

11. **WORKERS:** Designer/Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Designer/Builder, or a subcontractor whom the District, may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. **CORRECTION OF ERRORS:** Designer/Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Designer/Builder's failure to comply with the Contract requirements and the standard of care required herein.

13. **SUBSTITUTIONS:** No substitutions of material from those specified in the approved final design shall be made without the prior written approval of the District, which the District shall complete as diligently as possible and which the District shall not reasonably withhold. Notwithstanding the above, all requests for substitution shall be deemed granted if not objected to within fourteen (14) calendar days after the request for substitution is made to the District.

14. **DESIGNER/Builder SUPERVISION:** Designer/Builder shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

15. **CLEAN UP:** Debris shall be removed from the Premises by the Designer/Builder. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

16. **ACCESS TO WORK:** District shall provide to Designer/Builder uninterrupted access to the Premises and to a reasonably sufficient staging area. District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Designer/Builder shall provide safe and proper facilities for such access. Without diminishing the District's obligation to provide access as required herein, the Parties acknowledge that Designer/Builder intends to install the equipment identified in Exhibit C at the Site in accordance with the Project Schedule and that the Contract Price and Contract Time are based on those parameters.

17. **PROTECTION OF WORK AND PROPERTY:** The Designer/Builder shall erect and properly maintain at all times,
as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life, of Work, or of adjoining property, Designer/Builder, without special instruction or authorization from District, is permitted to act at its discretion to prevent such threatened loss or injury.

18. OTHER CONTRACTS/CONTRACTORS: District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with other work at the School Site. Designer/Builder shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Designer/Builder’s Work with the work of other contractors. In addition to Designer/Builder’s obligation to protect its own Work, Designer/Builder shall protect the work of any other contractor that Designer/Builder encounters while working on the Project. Nothing herein contained shall be interpreted as granting to Designer/Builder exclusive occupancy of the Site, the Premises, or of the Project. Designer/Builder shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with the performance of Designer/Builder’s Contract, Designer/Builder shall coordinate with those contractor(s), person(s), and/or entity(s) and shall submit to the District a PCO based on that coordination.

19. ASSIGNMENT OF CONTRACT: The Designer/Builder shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District. This provision shall not limit the Designer/Builder’s right to subcontract portions of its Work to other entities and assign this Contract and all related contracts without the consent of the District (i) to direct affiliate of Designer/Builder; (ii) to an entity that is controlled by, controls, or is under common control with Designer/Builder; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law. This Contract will be binding on, enforceable by, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.

20. COMPLETION:

20.1. **Walk-Through as Prerequisite to Determination of Completion.** When the Designer/Builder believes that the Work is complete except for minor corrective items, it shall so notify the District. Promptly thereafter, the District shall schedule a final walk-through of the Project by the Designer/Builder, the Inspector, and the District to determine whether and to what extent the Work is complete. Any erroneous claims of completion by the Designer/Builder resulting in a premature walk-through shall be at the Designer/Builder’s sole cost and expense, and the District shall be entitled to reduce its payments to the Designer/Builder under the Contract by an amount equal to any costs incurred by the District due to the erroneous claims by the Designer/Builder that the Project is complete. Minor corrective (or “punch-list”) items shall be identified in the final walk-through of the Project. Notwithstanding the provisions listed prior, the District shall accept as complete the different scope of work as each is completed, at different dates, as opposed to waiting for the entire Work to be completed prior to issuance of its Acceptance of Work.

20.2. **District’s Acceptance of Work.** The District, in its sole discretion, may either (a) accept the Work as complete notwithstanding the need to complete minor corrective items (as distinguished from incomplete items), if the Work has otherwise been completed to the satisfaction of the District and the Inspector, or (b) refrain from accepting the Work as complete until the entire Work and all portions thereof, including all punch-list items, have been completed to the satisfaction of the District and the Inspector. The Work shall only be accepted as complete by an action of the District’s School Board (“Completion”).

20.3. **Notice of Completion.** Once the District has accepted the Work as indicated herein, the District shall thereafter cause a Notice of Completion to be recorded in the County Recorder’s Office.

20.4. **Designer/Builder’s Failure to Correct Punch-List Items.** If the Designer/Builder fails to complete the
minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the District shall withhold from the final payment owing to the Designer/Builder under the Contract an amount equal to 150% the estimated cost, as determined by the District at its sole discretion, of each item until such time as the item is completed.

20.5. **Time Is of the Essence:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

21. **Beneficial Use:** District reserves the right to receive beneficial use of the Work before formal Contract completion. Beneficial use shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall beneficial use extend the date specified for Completion of the Work.

22. **Force Majeure Clause:**

22.1. The term "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably avoid and which it has been unable to overcome, including acts of God and public enemy; fire; epidemics, landslides, volcanic activity, terrorism; strike; loss or shortage of transportation facilities; lock-out; commandeering of materials, product, plant, or facilities by the government; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local utility directly impacting the Project; flood; earthquake; tornado; severe storm; civil disobedience; sabotage; restraint by court order or public authority (whether valid or invalid); which is beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome.

22.2. Neither party shall be considered to be in default in the performance of any material obligation hereunder during the time and to the extent that it is prevented from obtaining delivery or performing by a Force Majeure event. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party. Notwithstanding a Force Majeure event, the party claiming such an event must provide satisfactory evidence that the event caused the delay or lack of performance and was not due to the fault or neglect of the party claiming a Force Majeure event.

22.3. Designer/Builder is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies ("Review Agencies") may have to approve Designer/Builder-prepared drawings or approve a proposed installation. Designer/Builder has included in the Project Schedule, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Designer/Builder is entitled to additional time in the Project Schedule for review of Designer/Builder’s drawings or other approvals from the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies, if all of the following conditions have been satisfied:

22.3.1. The time for this review is in excess of the time expressly allocated for this review in the Project Schedule;

22.3.2. If Designer/Builder has diligently pursued approval from the Review Agencies;

22.3.3. Designer/Builder’s drawings and proposed installation are consistent with IR 16-8 as of the date of this Contract; and

22.3.4. Designer/Builder’s drawings and proposed installation are consistent with Designer/Builder’s pre-check(ed) ("PC") design as of the date of this Contract, where applicable, except as modified at the District’s request.
23. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Designer/Builder shall defend, indemnify, and hold harmless the District, its trustees, members, agents, representatives, officers, consultants, employees, and volunteers (the “indemnified 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, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract to the extent the claims are caused by the negligence, recklessness, or willful misconduct of Designer/Builder. Designer/Builder’s defense obligation shall immediately arise when the District is presented with any claim, and the District shall have the right to accept or reject any legal representation that Designer/Builder proposes to defend the District. However, such acceptance shall not be unreasonably withheld. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Designer/Builder to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract in strict accordance with their terms, and without limitation, any stop notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

24. PAYMENT:

24.1. On a monthly basis, Designer/Builder shall submit a draft ("pencil copy") of an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("Application for Payment") and consistent with the information in Exhibit E, and invoiced separately for each School Site.

24.2. At a mutually agreeable time and manner (e.g., in person, via phone, etc.), the Parties shall discuss that pencil copy Application for Payment and in good faith attempt to agree on the content of what can be in the formal Application for Payment. This discussion will occur within ten (10) days of the District’s receipt of that pencil copy Application for Payment.

24.3. After the Parties’ discussion of the pencil copy Application for Payment, Designer/Builder may issue its formal Application for Payment. Within fourteen (14) days after receipt of Designer/Builder’s Application for Payment, District shall notify Designer/Builder in writing, if the District continues to dispute any portion of the Application for Payment. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Designer/Builder’s obligations under the Contract which Designer/Builder has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Designer/Builder; (7) unauthorized deviations from the Contract; (8) failure of the Designer/Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Designer/Builder of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Designer/Builder is liable under the Contract; and (11) any other sums which the District is entitled to recover from Designer/Builder under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District’s right to such sums. The District shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

24.4. Within thirty (30) days after District’s receipt of the Application for Payment, Designer/Builder shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed (Assuming the value of the Work performed is verified by Inspector and certified by Designer/Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld.
24.5. Payment for material stored on or off the School Site is allowed at the sole discretion of the District. If allowed, proof of off-site material purchases (invoices and checks and/or bills of lading) and appropriate insurance coverage will be required. The Designer/Builder shall furnish to the District written consent from the Surety approving the advanced payment for materials stored off-site. The maximum prepayment allowed by the District shall be one hundred (100%) percent of the actual value of the item being considered, less retention as indicated above. The District shall be the sole judges of fair market value. The Designer/Builder shall protect stored materials from damage. Damaged materials, even though paid for, shall not be incorporated into the Work.

24.6. For its Application for Payment to be due, owing and payable, the Designer/Builder must submit an updated Project Schedule with its Application for Payment.

24.7. **Allowances.** For any allowances identified herein, Designer/Builder shall be permitted to charge its time, materials, and other items in the identical structure as a Change Order. Designer/Builder shall invoice only for components of the Work encompassed by the allowance description. Any unused allowance or unused portion thereof shall be deducted from the Contract Price. However, if Designer/Builder’s costs exceed the allowance, the District shall reimburse Designer/Builder for such excess if approved in advance in a Change Order.

25. **PERMITS, APPROVALS, AND LICENSES:**

25.1. The Designer/Builder and all of its employees, agents, and subcontractors shall secure and maintain in force, at Designer/Builder’s sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed with the exception of any mitigation measures required to obtain or maintain CEQA compliance.

25.2. Designer/Builder is responsible for obtaining on behalf of the District and at Designer/Builder’s expense, all permits and approvals (including DSA approval, if applicable), required for the building, installation, and start-up of the Work hereunder which are required to complete the Project.

25.3. District will cooperate fully with and assist Designer/Builder’s obtaining all permits and approvals required under this Contract.

25.4. The District shall be responsible for obtaining any CEQA related approvals and exemptions as applicable.

26. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Designer/Builder is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Designer/Builder shall be solely responsible for its own Worker’s Compensation insurance, taxes, and other similar charges or obligations. Designer/Builder shall be liable for its own actions, including, without limitation, its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation goal of at least three (3) percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). To the extent applicable, Designer/Builder shall make reasonable efforts to solicit and utilize DVBEs during the performance of its Work, subject to the availability of DVBEs which meet Designer/Builder’s professional standards to perform the Work and Services within the Contract Time at a competitive price, and shall submit prior to beginning performance of the Work, appropriate documentation to the District identifying any steps Designer/Builder has taken to solicit DVBE participation in conjunction with this Contract.

28. **PAYMENT BOND AND PERFORMANCE BOND:** The Designer/Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
performance bond liability will cease one (1) year from the completion date of the work of this Contract. The balance of any warranty or guarantee beyond one year required by District shall continue to be guaranteed solely by Designer/Builder. The payment bond liability will cease at the termination of any time required by law.

29. **DESIGNER/BUILDER’S INSURANCE:** Designer/Builder has in force, and during the term of this Contract shall maintain in force with the minimum indicated limits, the following insurance. All policies shall contain waivers of subrogation against the District. All of Designer/Builder’s insurance shall be with admitted insurance companies with an A.M. Best rating of no less than **A: VII.**

29.1. **Commercial General Liability Insurance.** Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 002 (07/98), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard:

- $2,000,000 per occurrence for Bodily Injury and Property Damage
- $4,000,000 General Aggregate - other than Products/Completed Operations
- $4,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal & Advertising Injury
- $1,000,000 Fire Damage

29.2. **Automobile Liability.** Coverage to be written on an occurrence form. Coverage for any auto, including all owned, hired and non-owned vehicles: combined single limit of $1,000,000;

29.3. **Excess Liability Insurance.** Coverage to be written on an occurrence form. Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability, Auto Liability and Professional Liability. Coverage terms and limits to also apply in excess of those required for Employers Liability:

- $10,000,000 each occurrence
- $10,000,000 aggregate

29.4. **Professional Liability insurance.** Coverage to be written on an occurrence-made form:

- $1,000,000 per occurrence
- $2,000,000 aggregate

29.5. **Workers Compensation:** Statutory limits; and

29.6. **Employers’ Liability:** $1,000,000.

- Bodily Injury by accident $1,000,000 each accident
- Bodily Injury by disease $1,000,000 each employee
- Bodily Injury by disease $1,000,000 policy limit

29.7. Commercial General Liability, Automobile Liability, Workers Compensation, and Employer’s Liability limits may be reached through a combination of primary and umbrella/excess policies. The Designer/Builder shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance and professional liability insurance, the District, shall be named as an additional insured on all policies. The Designer/Builder’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Designer/Builder shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract
until the insurance required of the Designer/Builder of the subcontractor, or agent has been obtained.

29.8. **Builder's Risk Insurance: Builder's Risk “All Risk” Insurance.** Designer/Builder shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the design and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

30. **WARRANTY/QUALITY:** Except for any longer warranty called for elsewhere in the Contract and except for the specific warranties that are made part of the Contract as **Exhibit F**, attached hereto and incorporated by this reference, Designer/Builder, manufacturer, or assigned agents shall guarantee the Work or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from date of Completion of the Work or when District accepts Beneficial Use, whichever comes first. If the District accepts Beneficial Use, Designer/Builder shall prepare a list of exceptions for specific items or components for which the period of warranty shall not commence (“Exception List”). District shall approve the Exception List. The period of warranty for any item on the Exception List shall commence upon District’s acceptance of that item's Beneficial Use or completion of that item, whichever comes first. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards. This warranty shall not apply to (a) equipment that has been repaired or altered by other than Designer/Builder so as to affect the same adversely, or (b) equipment that has been subject to negligence, accident or damage by circumstances beyond Designer/Builder’s control, or improper operation, maintenance or storage, or other than normal use and service. The Parties agree that any implied warranties of merchantability or fitness for a particular purpose shall survive the warranties in this section.

31. **CONFIDENTIALITY:** To the extent permitted by applicable law, the Parties shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that the Parties encounter during the Project and/or pursuant to the Contract. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

32. **CONFLICT OF INTEREST:** Designer/Builder understands that its professional responsibility is solely to the District. Designer/Builder warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Contract, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.

33. **COMPLIANCE WITH LAWS:** Designer/Builder shall give all notices and comply with all laws, ordinance, rules, and regulations bearing on conduct of the Work as indicated or specified, including all “Interpretation(s) of Regulations” issued by DSA on or before the date of this Contract. If Designer/Builder observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Designer/Builder shall notify the District, in writing, and, at the sole option of the District, any necessary changes shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Designer/Builder’s receipt of a written termination notice from the District. If Designer/Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Designer/Builder shall bear all costs arising therefrom.
34. **DISTRICT’S RIGHT TO AUDIT:** District retains the right to review and audit, and the reasonable right of access to Designer/Builder’s and any sub-consultant’s premises to review and audit Designer/Builder’s compliance with the provisions of this Contract ("District’s Right"). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of the Designer/Builder’s premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

34.1. The District’s Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Designer/Builder is in compliance with all requirements of this Contract.

34.2. If there is a claim for additional compensation or for extra Services, the District’s Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

34.3. The Designer/Builder shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Designer/Builder shall make available to the District for review and audit, all Project-related accounting records and documents, and any other financial data. Upon District’s request, the Designer/Builder shall submit exact duplicates of originals of all requested records to the District.

34.4. The Designer/Builder shall include audit provisions in any and all of its subcontracts and shall ensure that these sections are binding upon all sub-consultants.

34.5. The Designer/Builder shall retain all Project-related records and other information with appropriate safeguards during the Term of this Contract and for a minimum of five (5) years thereafter.

35. Designer/Builder shall comply with these provisions within fifteen (15) days of the District’s written request to review and audit any or all of Designer/Builder’s Project-related records and information.

36. **DISPUTES/CLAIMS:**

36.1. **Claim.** The term “Claim” means a written demand by the Designer/Builder sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Designer/Builder pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Designer/Builder is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. **Submission of Claim.** A Claim arises upon the District’s rejection of a request by the Designer/Builder for a Change Order. The Designer/Builder shall submit the Claim by registered mail or certified mail with return receipt requested to the person identified in the Notice provision herein, with a copy to the Project Manager/Construction Manager, if applicable. The Designer/Builder shall submit its Claim in writing, together with all documents justifying Designer/Builder’s claim for additional time or money ("Supporting Documentation") no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Designer/Builder as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Designer/Builder fail to submit a Claim by the deadline set forth in this provision, Designer/Builder waives and releases such Claim, including all
rights and remedies in connection therewith.

36.3. **Contents of Claim.** A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Designer/Builder under penalty of perjury and including the following language immediately above or before the Designer/Builder’s signature: “I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit.” The Designer/Builder recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Designer/Builder only submits Claims that it believes are true and correct, substantiated and have merit. Should Designer/Builder fail to submit the foregoing written statement signed under penalty of perjury, and/or the Supporting Documentation, Designer/Builder waives and releases its Claim, including all rights and remedies in connection thereto.

36.4. **Subcontractor Claims.** Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Designer/Builder submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Designer/Builder decides to submit the Subcontractor’s claim to the District, Designer/Builder shall provide a copy of the Subcontractor’s written request, including all supporting documentation, to the Project Manager/Construction Manager, if applicable, within ten (10) days of Designer/Builder’s receipt of the request. In the event the Designer/Builder agrees to submit a Subcontractor’s claim to the District, the Designer/Builder shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor’s written request, the Designer/Builder shall notify the Subcontractor in writing as to whether the Designer/Builder submitted the claim to the District and, if the Designer/Builder did not submit the claim, the Designer/Builder shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Designer/Builder includes supporting documentation with such written statement, the Designer/Builder shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Designer/Builder submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Designer/Builder under penalty of perjury that includes the following language immediately above or before the Designer/Builder’s signature: “I declare under penalty of perjury under the laws of the State of California that [insert name of Designer/Builder] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit.”

36.5. **District Review of Claim.** Upon receipt of a Claim, the District shall review the Claim and shall, within a period not to exceed forty-five (45) days, provide Designer/Builder a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Designer/Builder may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Designer/Builder within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District’s failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant’s responsibility or qualifications.

36.6. **Meet and Confer Meeting.** If the Designer/Builder disputes the District’s written response, or if the District fails to respond within the time frame prescribed above, the Designer/Builder, within fifteen (15) days of the District’s written response or, if the District fails to respond, within fifteen (15) days
after the District’s response was due, may demand, in a writing sent to the District’s Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District’s Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Designer/Builder’s written demand.

36.7. **Mediation.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Designer/Builder a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Designer/Builder in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Designer/Builder shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Designer/Builder agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Designer/Builder’s obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual claims procedures, the Designer/Builder is required to present claims to the District pursuant to Government Code § 910, et seq.

37. **LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS**

37.1. **Designer/Builder & Subcontractor Registration**

37.1.1. Designer/Builder shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

> "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

37.1.2. Designer/Builder acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies. Designer/Builder shall comply with Labor Code section 1725.5, including without limitation the registration
requirements. Additionally, all Contractor’s Subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Designer/Builder represents that all of its Subcontractors are registered pursuant to Labor Code section 1725.5.

37.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Designer/Builder shall post job site notices, as prescribed by regulation. Designer/Builder shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

37.2. **Wage Rates, Travel and Subsistence**

37.2.1. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District’s principal office and copies will be made available to any interested party on request. Designer/Builder shall obtain and post a copy of these wage rates at the job site.

37.2.2. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least: one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

37.2.3. Designer/Builder shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations (“DIR”) (“Director”), regardless of any contractual relationship which may be alleged to exist between Designer/Builder or any Subcontractor and such workers.

37.2.4. If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

37.2.5. Pursuant to Labor Code section 1775, Designer/Builder shall, as a penalty to District, forfeit the statutory amount, (currently not to exceed two hundred dollars ($200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Designer/Builder or by any Subcontractor under it.

37.2.5.1. The amount of the penalty shall not be less than forty dollars ($40) for each calendar day, or portion thereof, unless the failure of Designer/Builder was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.

37.2.5.2. The amount of the penalty shall not be less than eighty dollars ($80) for each calendar day or portion thereof, if Designer/Builder has been assessed penalties within the previous three (3) years for failing to meet Contractor’s prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
37.2.5.3. The amount of the penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Designer/Builder willfully violated Labor Code section 1775.

37.2.5.4. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

37.2.6. Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

37.2.7. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.

37.2.8. Designer/Builder shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Designer/Builder shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

37.3. **Hours of Work**

37.3.1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Designer/Builder or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Designer/Builder to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinafore set forth, Work performed by employees of Designer/Builder in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

37.3.2. Designer/Builder shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Designer/Builder in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DLR.

37.3.3. Pursuant to Labor Code section 1813, Designer/Builder shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty five dollars ($25)) for each worker employed in the execution of this Contract by Designer/Builder or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

37.3.4. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

37.4. **Payroll Records**
37.4.1. If requested by the District, Designer/Builder shall provide to the District and shall cause each Subcontractor performing any portion of the Work to provide the District and an accurate and certified payroll record ("CPR(s)"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Designer/Builder and/or each Subcontractor in connection with the Work.

37.4.1.1. In addition to any other requirements pursuant to Labor Code sections 1770, et seq., the CPRs enumerated hereunder shall be certified.

37.4.2. All CPRs shall be available for inspection at all reasonable hours at the principal office of Designer/Builder on the following basis:

37.4.2.1. A certified copy of an employee’s CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

37.4.2.2. CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

37.4.2.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

37.4.3. The form of certification for the CPRs shall be as follows:

I, __________________________ (Name-Print), the undersigned, am the __________________________ (Position in business) with the authority to act for and on behalf of __________________________ (Name of business and/or Designer/Builder), certify under penalty of perjury that the records or copies thereof submitted and consisting of __________________________ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: __________________________ Signature: __________________________

(Section 16401 of Title 8 of the California Code of Regulations)

37.4.4. Designer/Builder and all Subcontractors shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

37.4.5. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address, and social security number. The name and address of Designer/Builder awarded Contract or performing Contract shall not be marked or obliterated.
37.4.6. Designer/Builder shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

37.4.7. In the event of noncompliance with the requirements of this section, Designer/Builder shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Designer/Builder must comply with this section. Should noncompliance still be evident after the ten (10) day period, Designer/Builder shall, as a penalty to District, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

37.4.8. It shall be the responsibility of Designer/Builder to ensure compliance with the provisions of Labor Code section 1776.

37.5. Apprentices

37.5.1. Designer/Builder acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Designer/Builder to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

37.5.2. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

37.5.3. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.

37.5.4. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

37.5.5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Designer/Builder and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Designer/Builder or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

37.5.6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Designer/Builder and any Subcontractor may be required to make contributions to the apprenticeship program.

37.5.7. If Designer/Builder or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

37.5.7.1. Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

37.5.7.2. Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance
with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

37.5.8. Designer/Builder and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

37.5.9. Designer/Builder shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

37.5.10. Designer/Builder shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108, et seq.

37.6. **Non-Discrimination**

37.6.1. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person, and therefore the Designer/Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Designer/Builder agrees to require like compliance by all its subcontractor(s).

37.6.2. Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Designer/Builder agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

37.7. **Labor First Aid.** Designer/Builder shall maintain emergency first aid treatment for Contractor’s workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation section 330 et seq. of Title 8 of the California Code of Regulations.

38. **ANTI-TRUST CLAIM:** Designer/Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Designer/Builder, without further acknowledgment by the Parties.

39. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

40. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

41. **BINDING CONTRACT:** This Contract shall be binding upon the Parties and upon their successors and assigns and shall inure to the benefit of said parties and their successors and assigns.

42. **DISTRICT WAIVER:** District’s waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

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

44. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

45. OWNERSHIP OF CERTAIN PROPRIETARY PROPERTY RIGHTS: District shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the equipment. Designer/Builder shall grant to District a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for District to continue to operate, maintain, and repair the equipment in a manner that will yield maximum energy production and/or energy consumption reductions.

46. OWNERSHIP OF ANY EXISTING EQUIPMENT: Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Designer/Builder pursuant to this Contract. If applicable, Designer/Builder shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Designer/Builder’s notice, designate in writing to Designer/Builder which replaced equipment and materials that should not be disposed of off-site by Designer/Builder (the “Retained Items”). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Designer/Builder shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Designer/Builder shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

47. UTILITY WORK: District expressly understands and agrees that the definition “Force Majeure” above also includes any Interconnection Facilities work that may need to be performed by the local Utility (“Utility”) in order for Designer/Builder to fully implement the Project. “Interconnection Facilities” shall mean any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under a separate contract between District and the Utility. Designer/Builder shall prepare all Interconnection Facilities documentation and collect all Interconnection Facilities information in a time frame to ensure maximum benefit to the District and to comply with all requirements. Designer/Builder shall also cooperate and assist the District in facilitating the Interconnection Facilities work.

48. REBATE PROGRAMS: On behalf of the District, Designer/Builder shall prepare and submit to the applicable agencies all applications and documentation necessary for all available energy production and/or energy efficiency rebate(s), incentive(s), and/or loan program(s) (“Incentive Funds”). This shall include actions necessary to ensure compliance with the Utility’s net metering program and all interconnection agreements and related documents for the District’s participation and utilization of the benefits of that program. While Designer/Builder has extensive experience in assisting Districts with procuring Incentive Funds for school districts, Designer/Builder cannot guarantee that these Incentive Funds will be received by the District. Procurement, or lack thereof, of these Incentive Funds, will not alter the Contract Amount of this Contract, or payment timeline associated with standard progress invoicing and payments.

49. RESPONSIBILITIES OF THE DISTRICT

49.1. The District shall examine the documents submitted by the Designer/Builder and shall render decisions so as to avoid unreasonable delay in the process of the Designer/Builder’s Services.

49.2. The District shall verbally or in writing advise the Designer/Builder if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Designer/Builder’s documents. Failure to provide such notice shall not relieve Designer/Builder of its
49.3. Unless the District and the Designer/Builder agree that a hazardous materials consultant shall be a consultant of the Designer/Builder, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Designer/Builder and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Designer/Builder. If the hazardous materials consultant is furnished by the District and not a consultant of the Designer/Builder, the specifications shall include a note to the effect that they are included in the Designer/Builder’s bid documents for the District’s convenience and have not been prepared or reviewed by the Designer/Builder. The note shall also direct questions about the specifications to its preparer.

49.4. District personnel and/or its designated representatives shall coordinate with Designer/Builder as may be requested and desirable for the coordination or management of work related to the Project.

49.5. The District shall provide to the Designer/Builder all relevant information it knows it possesses regarding the Project that the Designer/Builder needs to perform its Services. The District shall provide this information and its decisions required under this Contract in a timely manner and to avoid unreasonable delay in the Project.

49.6. The District will pay for all fees associated with any rebate programs for programs in which the District wishes to participate.

50. LIABILITY OF DISTRICT

50.1. Other than as provided in this Contract, District’s financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, 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 Contract for the Services performed in connection with this Contract.

50.2. District shall not be responsible for any damage to persons or property as a result of the Designer/Builder’s use, misuse or failure of any equipment used by Designer/Builder, or by its employees, even though such equipment be furnished or loaned to Designer/Builder by District.
EXHIBIT A
(SCOPE OF SERVICES)

Article 1. Designer/Builder agrees to provide the services described below at the Facilities.

Article 2. DESIGN SERVICES

2.1. During the Design and Construction Phases of the Project, Designer/Builder will meet with District to review equipment, scope of work, and installation plans that relate to the design and construction of the Project.

2.2. During the course of the Work, and at least weekly, Designer/Builder will provide reports to the District of the general status and progress of the Work.

2.3. Although the Parties acknowledge that the Designer/Builder’s Services are not completely severable between design, procurement, installation, construction, commissioning, and training, the following scope of services will be generally referred to as the Services that the Designer/Builder shall perform during the Design and Construction Phases of the Project, for the scope of work for which Designer/Builder is designing the Project, which shall be as indicated in the Construction Documents.

2.4. Scope, Responsibilities, and Services of Designer/Builder

2.4.1. Designer/Builder shall provide Services that shall comply with professional engineering standards, recognized industry standards professional skill and judgment, and applicable requirements of federal, state, and local law.

2.4.2. Designer/Builder acknowledges that all California school districts are now obligated to develop and implement storm water requirements.

2.4.3. Designer/Builder shall contract for or employ at Designer/Builder’s expense, consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscape architects, low voltage, data, and telephone consultants as necessary, licensed as required by the State of California. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Designer/Builder under terms of the Contract.

2.4.4. The District shall provide to Designer/Builder information and documentation that the District currently has related to the Site including geotechnical reports, topographic surveys, and related items. If Designer/Builder believes that the information or documentation the District provides is insufficient for purposes of design or if the Designer/Builder believes it needs additional information, including a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; determinations of the location of all subsurface utilities; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other tests reasonably related to performance of the Project, the Designer/Builder shall inform the District of that fact and the Parties shall mutually agree on the items required and the process and responsibility to procure those items.

2.4.5. Designer/Builder shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination, or management of other work on the Site.

2.4.6. Where applicable, Designer/Builder shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies or their authorized agents, including, without
limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section (if applicable), DSA Structural Safety (if applicable), State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.4.7. As required, Designer/Builder shall provide Services required to obtain local agencies’ (e.g., City, County, etc.) approval for off-Site work related to the Project including review by regulatory agencies having jurisdiction over the Project, if applicable.

2.4.8. Designer/Builder shall coordinate with the District’s DSA Project Inspector(s), if applicable to the Project.

2.4.9. Designer/Builder shall use its best efforts to provide pictures downloaded to computer files, updated as requested by the District, that the District may use on its website. Pictures shall be limited to Designer/Builder’s Project scope.

2.4.10. As part of the Services, Designer/Builder is NOT responsible for the following, however, it shall coordinate and integrate its Work with any of the following information and/or services provided by District:

2.4.10.1. Ground contamination or hazardous material analysis.

2.4.10.2. Any asbestos and/or lead testing, design or abatement.

2.4.10.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Designer/Builder agrees to coordinate its Work with that of any CEQA consultants retained by the District, to provide any reasonably available information, such as current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant do not provide mitigation measures to the Designer/Builder when reasonably required for incorporation into the Project design, the Designer/Builder may invoice the District for the work required to incorporate those mitigation measures as extra Services.

2.4.10.4. Historical significance report.

2.5. Designer/Builder Staff

2.5.1. The Designer/Builder has been selected to perform the Services herein because of its skills and expertise.

2.5.2. The Designer/Builder shall not change any of the key personnel without prior written approval by District, unless said personnel cease to be employed by Designer/Builder. In either case, District shall be allowed to interview and approve replacement personnel. Such approval shall not be unreasonably withheld or delayed.

2.5.3. If any designated lead or key person fails to perform to the reasonable satisfaction of the District, then upon written notice the Designer/Builder shall have five (5) days to remove that person from the Project and replace that person with one reasonably acceptable to the District.

2.5.4. Designer/Builder shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in “responsible charge” of persons who observe the construction.

2.6. Ownership of Data
2.6.1. Pursuant to Education Code section 17316, the Contract creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Designer/Builder or its consultants, prepares or causes to be prepared pursuant to this Contract, limited to this Work.

2.6.2. The Designer/Builder retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Designer/Builder or its consultants prepares or causes to be prepared pursuant to this Contract.

2.6.3. The Designer/Builder shall perform the Services and prepare design documents under the Contract with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Designer/Builder shall deliver to the District, on request “thumb” drive, and/or compact disc format and compatible with AutoCAD 2006 (not .pdf). As to any drawings that Designer/Builder provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

2.6.4. In order to document exactly what CADD information was given to the District, Designer/Builder and District shall each sign a “hard” copy of reproducible documents that depict the information at the time Designer/Builder produces the CADD information. District agrees to release Designer/Builder from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Designer/Builder or Consultant(s) subsequent to it being given to the District.

2.6.5. Following the termination of the Contract, for any reason whatsoever, the Designer/Builder shall promptly deliver to the District upon written request the following items (hereinafter “Instruments of Service”) in electronic format (Microsoft Word), assuming the District has made all payments to Designer/Builder as required by the termination provisions in this Contract.

2.6.5.1. One set of the Contract, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

2.6.5.2. Where applicable, one set of fixed image CADD files in DXF format of the drawings that are part of the Contract.

2.6.5.3. Where applicable, one set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.

2.6.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, and reports prepared by the Designer/Builder under the Contract.

2.6.6. In the event the District changes or uses any fully or partially completed documents without the Designer/Builder’s knowledge and participation, the District agrees to release Designer/Builder of responsibility for such changes, and shall indemnify, defend and hold the Designer/Builder harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys’ fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Designer/Builder is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Designer/Builder’s full involvement, the District shall remove all title blocks and other information that might identify the Designer/Builder and the Designer/Builder’s consultants.

2.7. Certificate of Designer/Builder. Designer/Builder certifies that the Designer/Builder is properly
licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

Article 3. **DESIGN SERVICES**

3.1. **EARLY DESIGN SERVICE(S).** Designer/Builder agrees to provide the services described below:

3.1.1. Designer/Builder shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by Designer/Builder under the Contract, as well as coordination with all Master plans, studies, reports and other information provided by District. Designer/Builder shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

3.1.2. The District shall provide all information available to it to the extent the information relates to Designer/Builder’s scope of work. This information shall include, if available,

3.1.2.1. Physical characteristics;

3.1.2.2. Legal limitations and utility locations for the Project site(s);

3.1.2.3. Written legal description(s) of the Project site(s);

3.1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

3.1.2.5. Adjacent drainage;

3.1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

3.1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

3.1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

3.1.2.9. Surveys, reports, as-built drawings;

3.1.2.10. Subsoil data, chemical data, and other data logs of borings;

3.1.2.11. If applicable to the Project, DSA Numbers for all buildings, as necessary to obtain DSA approval of plans to be submitted by Designer/Builder under the contracted scope of Work.

3.1.3. Designer/Builder shall Visually Verify this information and all existing utilities and systems related to the Project, including capacity, and document the location of existing utility lines, vents, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District. “Visually Verify” means to verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

3.1.4. **Technology Backbone.** Designer/Builder shall be responsible for the coordination of the design and the layout of the technology backbone system of the Work with the District’s Information Technology Department and/or the District’s technology consultant, and layout any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Designer/Builder and consultant(s) shall prepare and be responsible for documents prepared by the Designer/Builder based on the
information provided by the District's technology consultant as appropriate to the level of
design completion.

3.2. CONSTRUCTION DOCUMENTS

Designer/Builder shall prepare a set of 90% complete construction documents for review by the
District. Upon approval by District, said construction documents shall be completed as stated below
and then submitted to, as required, local planning or inspection office, DSA, or other agency with
approval jurisdiction over the Project.

3.2.1. General. Verify lead times and availability of all Project equipment, materials, supplies, and
furnishings and ensure that all of these will be available to the contractor(s) in a timely
fashion so as to not delay the Project and/or delay the District's Beneficial Use of the Project.
The Designer/Builder shall also provide other options to the District regarding other possible
and more available equipment, materials, supplies, or furnishings.

3.2.2. Architectural

3.2.2.1. Completed site plan.

3.2.2.2. Completed floor plans, elevations, and sections.

3.2.2.3. Architectural details and large blow-ups completed.

3.2.2.4. Finish, door, and hardware schedules completed, including all details.

3.2.2.5. Fixed equipment details and identification completed.

3.2.2.6. Reflected ceiling plans completed.

3.2.3. Structural

3.2.3.1. Structural floor plans and sections with detailing completed.

3.2.3.2. Structural calculations completed.

3.2.3.3. Completed cover sheet with general notes, symbols and legends.

3.2.4. Mechanical

3.2.4.1. Large scale mechanical details complete.

3.2.4.2. Mechanical schedules for equipment completed.

3.2.4.3. Completed electrical schematic for environmental cooling and exhaust equipment.

3.2.4.4. Complete design of Emergency Management System ("EMS").

3.2.4.5. Complete energy conservation calculations and report.

3.2.5. Electrical

3.2.5.1. Lighting and power plan showing all switching and controls. Fixture schedule and
lighting details completed.

3.2.5.2. Distribution information on all power consuming equipment, including lighting,
power, signal, and communication device(s) branch wiring completed.

3.2.5.3. All electrical equipment schedules completed.

3.2.5.4. Special system components plans completed.

3.2.5.5. Electrical load calculations completed.
3.2.5.6. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

3.2.6. **Civil.** All site plans, site utilities, parking and roadway systems completed.

3.2.7. **Specifications**

3.2.7.1. Complete proposed revisions to the technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project. Specifications shall include the quantities of materials, systems and equipment.

3.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless the District has given prior approval.

3.2.8. **Constructability Review.** The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Designer/Builder who shall make necessary changes along with providing written comments for each item listed in the report.

3.2.9. **Deliverables and Numbers of Copies.** Designer/Builder shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.2.9.1. Two copies of reproducible copies of working drawings;

3.2.9.2. Two copies of proposed revisions to specifications;

3.2.9.3. Two copies of engineering calculations;

3.2.9.4. Two copies of statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes;

3.2.9.5. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date (if applicable);

3.2.9.6. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3.2.10. **Construction Documents (CD) Final Back-Check Stage (where applicable)**

3.2.10.1. The Construction Documents final back-check stage shall be for the purpose of Designer/Builder incorporating all regulatory agencies' comments into the drawings, specifications, and schedules. All changes made by the Designer/Builder during this stage shall be at no additional cost to the District.

3.2.10.2. The final Construction Documents delivered to the District upon completion of the Designer/Builder's Work shall be the final set and shall consist of the original drawings with designers' and engineers' State license stamp.

3.2.10.3. **Meetings.** Designer/Builder shall attend, take part in, and, conduct meetings and site visits as required for the Work and Services at no additional cost to the District.

3.3. **Record Drawings.** During construction, Designer/Builder shall incorporate all information on As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, changes from As-Builts, sketches, details, and clarifications. The Designer/Builder shall deliver the Record Drawings to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Designer/Builder's final payment.
3.4. **O&M Manuals / Warranties.** Designer/Builder shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. The Designer/Builder shall deliver the O&M Manuals / Warranties to the District at completion of the construction and it shall be a condition precedent to the District’s approval of the Designer/Builder’s final payment.

3.5. **District’s Acceptance of the Plans and Specifications.** When the final, stamped and approved Construct Documents are delivered to the District, the District may accept the Construction Documents in writing at which time the Construction Documents shall be attached to the Contract as the Plans and Specifications for the Project as **Exhibit G.**

3.6. **Energy Analysis.** Designer/Builder shall perform an Energy Savings Analysis for the District. The Energy Savings Analysis shall demonstrate long-term cost savings to the District from the Project. The Energy Savings analysis shall demonstrate that the Project shall achieve an annual guaranteed cost savings, and that the aggregate of the annual cost savings shall off-set the District’s cost for the Project over the Project’s useful life.

**Article 4. DESCRIPTION OF CONSTRUCTION SERVICES WORK AND SERVICES BY SCOPE**

4.1. **General.**

4.1.1. Designer/Builder shall design, install, and construct the Work at the Site pursuant to the Plans and Specifications attached hereto as **Exhibit G.** The Work shall be installed and constructed to conform to Division of the State Architect (“DSA”) requirements (if applicable to the Project) and all applicable building codes. Designer/Builder’s Work shall include meetings and discussions as needed with DSA (if applicable to the Project) and others as needed to achieve project approval.

4.1.2. In addition to all other requirement herein, the Designer/Builder shall comply with all requirements of the Plans and Specifications attached hereto as **Exhibit G.**

4.2. **DSA Approvals & Permits**

4.2.1. Designer/Builder, its designers, contractors, and inspectors shall provide documentation required for all approvals by DSA, if required.

4.2.2. Designer/Builder shall notify the District and the District’s Project Inspector(s) of required inspections and shall provide reasonable access and accommodations for inspections.

4.3. **Protection of Existing Structures and Utilities**

4.3.1. The Site has above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Designer/Builder shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, then the costs of repair shall be at the Designer/Builder’s expense and made to the District’s satisfaction.

4.3.2. Designer/Builder shall be alert to the possibility of the existence of additional structures and utilities. If Designer/Builder encounters additional structures and utilities, Designer/Builder will immediately report to the District for disposition of same as indicated in the General Conditions.

4.3.3. Designer/Builder shall conduct an engineering evaluation to determine whether any underground power lines will create the potential for electrolytic corrosion of any other underground utilities near such power lines. Were the potential for electrolytic corrosion exists, Designer/Builder shall also design and install a cathodic protection system to protect such utilities.
4.4. Specific measures include:

4.4.1. Written Designer/Builder Safety Plans, signs and temporary fencing as needed
4.4.2. Engineering and stamped drawings for District and DSA approval (if applicable).
4.4.3. Layout drawings for Fire Department review
4.4.4. Single line and electrical drawings for Pacific Gas & Electric

4.5. Commissioning

4.5.1. Summary

4.5.1.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract.

4.5.1.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.

4.5.1.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner.

4.5.1.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

4.5.2. Description

4.5.2.1. Designer/Builder Startup: prior to District's acceptance of Work, Designer/Builder shall perform a program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.

4.5.2.1.1. The District and the DSA Project Inspector (if applicable) shall be present to observe, inspect, and identify deficiencies in Building Systems Operations.

4.5.2.2. The completion of startup means the entire Project including startup and fine tuning has been performed to the requirements of the Contract and is verified in writing by the District and the Project Inspector.

4.5.2.3. Fine Tuning: Fine tuning is the responsibility of Designer/Builder after District occupancy and ending one year after District occupancy. During this time the Designer/Builder is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.

4.5.2.3.1. Includes a period after occupancy where systems are optimized under "live" operating conditions and any outstanding construction deficiencies are corrected.

4.5.2.3.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

4.5.3. Definition of Terms

4.5.3.1. Designer/Builder’s Pre-Commissioning Checklists: Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.

4.5.3.2. Installation Verification Process: Includes the on-site inspection and review of related system components for conformance to the Contract. The Designer/Builder shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the District and the Project
Inspector for future resolution.

4.5.3.3. Functional Performance Testing Process: Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Designer/Builder certifies that systems are 100% complete and ready for functional testing. The contractors will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.

4.5.3.4. Deficiencies and Resolutions List: Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the District and the Project Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Contract and/or the design intent.

4.5.4. Commissioning Duties and Responsibilities

4.5.4.1. Designer/Builder Duties and Responsibilities:

4.5.4.1.1. Assure the participation and cooperation of subcontractors and suppliers under their jurisdictions as required to complete the commissioning process.

4.5.4.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.

4.5.4.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of system readiness for performance testing is required.

4.5.4.1.4. Provide qualified representatives for the functional performance commissioning process.

4.5.4.2. Assure that all subcontractors and suppliers include in their respective contracts cost necessary to participate in and complete the commissioning process.

4.5.4.3. Duties and responsibilities of others for Commissioning: The commissioning process requires the active participation of the District and the Project Inspector, and any other related Consultants on the project.

4.5.4.4. Training. At the conclusion of Commissioning, meaning that all equipment is verified to be 100% complete and functional to the District’s satisfaction, Designer/Builder shall meet with responsible District staff at each School Site to train staff as to the proper operation of all installed systems.

Article 5. PROJECT DESCRIPTION

Designer/Builder shall provide supplies, equipment, materials and fixtures at the locations, and in the quantities that meet the specifications listed in the Facilities Equipment List attached hereto and incorporated into the Contract as Exhibit C and produce at a minimum the savings for each School Site as identified in the Designer/Builder’s Energy Analysis attached hereto and incorporated into the Contract as Exhibit B. Designer/Builder shall be responsible for the disposal of any removed and/or replaced equipment.

5.1. Energy Savings. Designer/Builder affirms that the Energy savings resulting from the Project shall be as follows:

[Insert Calculations for Energy Savings and Total Energy Savings for the District]

5.2. Mechanical (HVAC) Scope of Work.
5.2.1. Designer/Builder shall install the mechanical equipment (HVAC) as identified in Exhibit C herein.

5.2.2. Designer/Builder shall provide necessary rigging and trucking of new mechanical equipment at each School Site.

5.2.3. Designer/Builder shall provide all sheet metal as necessary to connect new unit(s) to existing opening(s).

5.2.4. Designer/Builder shall furnish and install weather tight sealant on all seams, joints and connections to ensure full weather seal.

5.2.5. Designer/Builder shall reconnect the gas and condensate lines to the new equipment.

5.2.6. Designer/Builder shall reconnect electrical service to all new equipment with new disconnects, as necessary.

5.2.7. Designer/Builder shall rewire and connect controls to the new units.

5.2.8. Designer/Builder shall clean all areas daily as new Work is completed.

5.3. **HVAC Control Scope of Work.**

5.3.1. Designer/Builder shall replace existing control thermostats and automation system in the Sites buildings with the equipment pursuant to the quantities set forth in Exhibit C.

5.3.2. Designer/Builder shall replace control wiring from the HVAC unit(s) to the new thermostat(s) and control system as needed.

5.3.3. Designer/Builder shall remove, discard, or return to the District, if desired, existing thermostats.
EXHIBIT B
(DESIGNER/BUUILDER'S ENERGY ANALYSIS)

[INSERT DESIGNER/BUUILDER'S ENERGY ANALYSIS]
EXHIBIT C
(FACILITIES EQUIPMENT LIST)

Designer/Builder shall install the following equipment at the corresponding School Site:

[INSERT SPECIFIC EQUIPMENT AND QUANTITIES TO BE INSTALLED]
EXHIBIT D
(CONTRACT PRICE BREAKDOWN PAYMENT SCHEDULE)

1. Compensation

1.1. The payment of consideration to Designer/Builder as provided herein shall be full compensation for all of Designer/Builder’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Contract there shall be no payment for extra costs or expenses.

The total compensation to Design Builder shall be as stated in Section 2 of the Contract and shall be paid as set forth below.

Estimated Work Payment Schedule

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Payments ($)</th>
<th>Payments (%)</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Progress Payments</td>
<td></td>
<td>95%</td>
<td>Per “Payment” section in the Agreement. Designer/Builder shall provide the District on monthly basis with an Application for Payment.</td>
</tr>
<tr>
<td>Retention</td>
<td></td>
<td>5%</td>
<td>Per “Payment” section in the Agreement.</td>
</tr>
<tr>
<td>PROJECT TOTAL:</td>
<td></td>
<td>100%</td>
<td>Per “Payment” section in the Agreement.</td>
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</tbody>
</table>
EXHIBIT E
(SCHEDULE OF WORK)

1. Designer/Builder shall prepare and submit for approval to the District a Schedule of Work showing the order in which Designer/Builder proposes to carry out Designer/Builder’s work ("Schedule of Work") which shall be attached hereto and incorporated herein.

2. The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Contract. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Designer/Builder shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.

3. Designer/Builder shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.

4. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies. All times to complete tasks set forth in this Exhibit are of the essence.

<table>
<thead>
<tr>
<th>ESTIMATED MILESTONE SCHEDULE</th>
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<tbody>
<tr>
<td><strong>MILESTONE</strong></td>
</tr>
<tr>
<td>Notice to Proceed (&quot;NTP&quot;) Issued</td>
</tr>
<tr>
<td>Construction Mobilization</td>
</tr>
<tr>
<td>Completion as Defined in the Contract</td>
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</tbody>
</table>
EXHIBIT F
(WARRANTIES)

Designer/Builder shall take all action reasonably necessary to secure all standard warranties from the manufacturers of all components of the Project. Designer/Builder assigns these third-party manufacturer warranties to the District without recourse and these warranties shall not, in any way, reduce or limit Designer/Builder’s warranty obligations under the Contract.

THE PARTIES AGREE THAT THESE WARRANTIES WILL BE ATTACHED HERETO AND MADE A PART OF THIS CONTRACT AT COMPLETION.
EXHIBIT G
(PLANS AND SPECIFICATIONS)

THE FINALIZED PLANS AND SPECIFICATIONS PREPARED BY DESIGNER/CONTRACTOR SHALL BE APPROVED IN WRITING
BY THE DISTRICT AND INCORPORATED HEREFIN BY REFERENCE.

THE PARTIES AGREE THAT THESE PLANS AND SPECIFICATIONS WILL BE ATTACHED HERETO AND MADE A PART
OF THIS CONTRACT AT COMPLETION.
NONCOLLUSION DECLARATION
(Public Contract Code § 7106)

The undersigned declares:

I am the ___________________________ [PRINT YOUR TITLE]

of ___________________________ [PRINT FIRM NAME],

the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. The Designer/Builder has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. The Designer/Builder has not directly or indirectly colluded, conspired, connived, or agreed with any other designer-builder or anyone else to put in a sham bid or proposal, or to refrain from proposing. The Designer/Builder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of the Designer/Builder or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. The Designer/Builder has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Designer/Builder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Designer/Builder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: ___________________________
Proper Name of Designer/Builder: ___________________________
Signature: ___________________________
Print Name: ___________________________
Title: ___________________________
PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date:   
Proper Name of Designer/Builder:  
Signature:  
Print Name:  
Title:  

WORKERS’ COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date:   
Proper Name of Designer/Builder:  
Signature:  
Print Name:  
Title:  

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that:

(1) He/she is a representative of the Designer/Builder,
(2) He/she is familiar with the facts herein certified,
(3) He/she is authorized and qualified to execute this certificate on behalf of Designer/Builder; and
(4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Designer/Builder has taken at least one of the following actions with respect to the Project (check all that apply):

   - [ ] The Designer/Builder has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Designer/Builder's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: [http://oag.ca.gov/fingerprints/ages]({http://oag.ca.gov/fingerprints/ages}) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Designer/Builder's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

   - [ ] Pursuant to Education Code section 45125.2, Designer/Builder has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Designer/Builder's employees and District pupils at all times; and/or

   - [ ] Pursuant to Education Code section 45125.2, Designer/Builder certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Designer/Builder who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Designer/Builder's employees and its subcontractors' employees is:

     Name: __________________________________________________________________________

     Title: __________________________________________________________________________

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Designer/Builder that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website ([http://www.meganslaw.ca.gov/](http://www.meganslaw.ca.gov/)).

   Date: __________________________________________________________________________
   
   Proper Name of Designer/Builder: __________________________________________________________________________
   
   Signature: __________________________________________________________________________
   
   Print Name: __________________________________________________________________________
   
   Title: __________________________________________________________________________
DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

2 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;

3 Establishing a drug-free awareness program to inform employees about all of the following:
   a. The dangers of drug abuse in the workplace.
   b. The person’s or organization’s policy of maintaining a drug-free workplace.
   c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations.

4 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. I acknowledge that I am aware of the District’s policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: ___________________________
Proper Name of Designer/Builder: ___________________________
Signature: ___________________________
Print Name: ___________________________
Title: ___________________________

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Designer/Builder hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations “New Material Hazardous”, shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Designer/Builder’s work on the Project for District.

Designer/Builder further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Designer/Builder if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with “New Hazardous Material” containing equipment will be immediately rejected and this Work will be removed at Designer/Builder’s expense at no additional cost to the District.

Designer/Builder has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: ____________________________
Proper Name of Designer/Builder: ____________________________
Signature: ____________________________
Print Name: ____________________________
Title: ____________________________
LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Designer/Builder and its employees will be providing services for the District, and because the Designer/Builder's work may disturb lead-containing building materials, **DESIGNER/ BUILDER IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Designer/Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and soldering, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Designer/Builder shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Designer/Builder. If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Designer/Builder will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Designer/Builder to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Designer/Builder to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE DESIGNER/BUILDER.**

Date:

Proper Name of Designer/Builder:

Signature:

Print Name:

Title:

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IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Designer/Builder shall complete ONLY ONE of the following two paragraphs.

☐ 1. Designer/Builder’s Proposal is less than one million dollars ($1,000,000).

☐ 2. Designer/Builder’s Proposal is one million dollars ($1,000,000) or more, but Designer/Builder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Designer/Builder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

☐ 3. Designer/Builder’s Proposal is one million dollars ($1,000,000) or more, but the District has given prior written permission to Designer/Builder to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with this Contract.

I certify that I am duly authorized to legally bind the Designer/Builder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: __________________________________________
Proper Name of Designer/Builder: _______________________________
Signature: ________________________________________________
Print Name: ______________________________________________
Title: ____________________________________________________

END OF DOCUMENT
PERFORMANCE BOND
(100% of Contract Price)

(Note: Designer/Builder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of Downey Unified School District ("District") and PacificWest Energy Solutions, Inc. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

   Energy Efficiency Design and Construction Services (Government Code Section 4217.10, et. seq.)
   RFQ/P #2019/2020-01

which Contract dated March 10, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and ____________________________ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of ONE MILLION, TWO HUNDRED NINETY-SEVEN THOUSAND, TWO HUNDRED THIRTY-SIX DOLLARS ($1,297,236.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

   - Perform all the work required to complete the Project; and
   - Pay to the District all damages the District incurs as a result of the Principal’s failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship for one (1) year from the completion date of the work of this Contract, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for one (1) year from the completion date of the work of this Contract, during which time Surety’s obligation shall continue if Designer/Builder shall fail to make full, complete, and satisfactory repair, replace and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. Nothing herein shall limit the District’s rights or the Designer/Builder’s or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15 during the bond term.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.
Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Designer/Builder's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:


Attention:


Telephone No.: (___) __________

Fax No.: (___) __________

E-mail Address: ____________________________

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the __________ day of __________________________, 20__.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Designer/Builder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.
PAYMENT BOND
Contractor’s Labor & Material Bond
(100% of Contract Price)

(Note: Designer/Builder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board (“Board”) of Downey Unified School District (“District”) and PacificWest Energy Solutions, Inc. (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Energy Efficiency Design and Construction Services (Government Code Section 4217.10 et. seq.)
RFQ/P #2019/2020-01

which Contract dated March 10, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and ______________________________________ (“Surety”) are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Million, Two Hundred Ninety-Seven Thousand, Two Hundred Thirty-Six and no/100 Dollars ($1,297,236.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney’s fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ______ day of ____________, 20__.  

(Affix Corporate Seal) 

____________________________
Principal 

____________________________
By 

____________________________
Surety 

____________________________
By 

____________________________
Name of California Agent of Surety 

____________________________
Address of California Agent of Surety 

____________________________
Telephone Number of California Agent of Surety 

Designer/Builder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.
DOWNNEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 201920-12

RESOLUTION OF THE BOARD OF EDUCATION OF THE
DOWNNEY UNIFIED SCHOOL DISTRICT AUTHORIZING
PURCHASE OF APPLE iPADS FROM APPLE, INC.

WHEREAS, the Downey Unified School District ("District") desires to purchase computer equipment, technical improvements, with appurtenant warranties and insurance ("Equipment") for the District's students, teachers, and staff; and

WHEREAS, the District has maintained at its sites a computer system based on an Apple Inc. ("Apple") platform; and

WHEREAS, the District's Technology Department has determined that Apple iPads are the best and most appropriate computer platforms to provide to the students, teachers, and staff to facilitate communication and seamless performance through the District's existing Apple platform; and

WHEREAS, although Apple has licensed resellers, Apple retains the exclusive right to sell its products to educational institutions; and

WHEREAS, District staff believes that the price, terms and conditions of the purchase of the Equipment from Apple are favorable to the District and are in the best interests of the District; and

WHEREAS, District staff believes that Apple's price of $671,502.50 for the Equipment and the terms of the Master Lease Purchase Agreement attached as Exhibit "A" are reasonable; and

WHEREAS, Public Contract Code section 20111 states that a school district is required to competitively bid any purchase of equipment with a contract value over $95,200; and

WHEREAS, notwithstanding Public Contract Code section 20111, California law provides that, "Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply." Hiller v. City of Los Angeles (1961) 197 Cal.App.2d 685, 694; and

WHEREAS, publicly bidding the purchase of the Equipment will not affect the final result because the only possible provider is Apple; and

WHEREAS, publicly bidding the purchase of the Equipment will not produce an advantage to the District;
NOW THEREFORE, THE BOARD OF EDUCATION OF THE DOWNEY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND FINDS AS FOLLOWS:

1. That the foregoing recitals are true.

2. That the District’s superintendent and/or his designee is authorized to enter into the Master Lease Purchase Agreement with Apple, Inc. for the Equipment for a total purchase price of $671,052.50 from Apple, Inc., and to take all steps and perform all actions necessary to execute and implement the purchase of the Equipment from Apple, Inc.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Downey Unified School District on this 10th day of March 2020, by the following vote:

AYES:

NOES:

ABSTENTIONS:

President of the Governing Board of the Downey Unified School District

Attested to:

Clerk of the Governing Board of the Downey Unified School District
# Lease Documentation Checklist

**Documents Required Prior to Shipment**

<table>
<thead>
<tr>
<th>Document</th>
<th>Scanned to Apple</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NOTE:</strong> Please call Gina Victor at (480) 419-3914 with any questions.</td>
<td></td>
</tr>
<tr>
<td>Master Lease Purchase Agreement</td>
<td></td>
</tr>
<tr>
<td>Copy of your signed active Master Lease Purchase (MLPA) Agreement is included. Schedule No. 2 will reference back to MLPA dated 3/2/2020.</td>
<td></td>
</tr>
<tr>
<td>Schedule (Exhibit A)</td>
<td></td>
</tr>
<tr>
<td>Lessee Signature, Name/Title &amp; Execution Date</td>
<td></td>
</tr>
<tr>
<td>Incumbency Certificate (Exhibit C)</td>
<td></td>
</tr>
<tr>
<td>The Incumbency section is to be executed by a person other than the signer of the documents. This may be a Board Secretary/Clerk, any Board Member, OR the Superintendent.</td>
<td></td>
</tr>
<tr>
<td>Bank Qualified Designation (Exhibit D)</td>
<td></td>
</tr>
<tr>
<td>This tells us if the issue is “Bank Qualified” or “Non-Bank Qualified”</td>
<td></td>
</tr>
<tr>
<td>Lease Payment Instructions (Exhibit E)</td>
<td></td>
</tr>
<tr>
<td>Identify how Lease is to be invoiced.</td>
<td></td>
</tr>
<tr>
<td>Insurance Coverage Requirements (Exh F)</td>
<td></td>
</tr>
<tr>
<td>Complete name of insurance company and contact information.</td>
<td></td>
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<tr>
<td>Board Resolution</td>
<td></td>
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<tr>
<td>This is the approval that enables the Lease/Purchase</td>
<td></td>
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<tr>
<td>IRS Form 8038-G or 8038-GC</td>
<td></td>
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<tr>
<td>Please answer the three questions in the email. Transaction is subject to credit approval</td>
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<tr>
<td>Credit Requirements</td>
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<tr>
<td>Complete per instructions and sign.</td>
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<tr>
<td>Purchase Order(s)</td>
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<tr>
<td>Purchase Order(s) must include:</td>
<td></td>
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<tr>
<td>Apple Inc. c/o Apple Financial Services</td>
<td></td>
</tr>
<tr>
<td>12545 Riata Vista, MS: 186-ED, Austin, TX 78727</td>
<td></td>
</tr>
<tr>
<td>as Vendor, Apple product quantity and description with extended price, bill-to and ship-to name/address, PO number, and authorized signature.</td>
<td></td>
</tr>
<tr>
<td>Additionally, please provide third party vendor contacts <em>(if applicable)</em>. Apple will contact third party vendor(s) regarding invoice remittance.</td>
<td></td>
</tr>
<tr>
<td>Sales/Use Tax Exemption Certificate</td>
<td></td>
</tr>
<tr>
<td>Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Please provide scanned copies of the above items to Gina Victor at Gina.Victor@ePublicFinance.com

<table>
<thead>
<tr>
<th>Documents Required Prior to Funding</th>
<th>Mailed to</th>
</tr>
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<tbody>
<tr>
<td>Originals of all the above</td>
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<tr>
<td>Please mail to:</td>
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<td>Apple Financial Services</td>
<td></td>
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<tr>
<td>Attention: Gina Victor</td>
<td></td>
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<tr>
<td>8377 East Hartford Drive, Suite 115</td>
<td></td>
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<tr>
<td>Scottsdale, AZ 85255</td>
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<tr>
<td>Insurance Certificate or</td>
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<tr>
<td>Self-Insurance Letter</td>
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<tr>
<td>Provide All Risk Personal Property</td>
<td></td>
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<tr>
<td>and General Liability Coverage</td>
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<td>listing Apple Inc. and its assigns as &quot;Loss Payee&quot; and &quot;Additionally Insured&quot; or provide a self-insurance letter as described in the &quot;Insurance Coverage Requirements.&quot;</td>
<td></td>
</tr>
<tr>
<td>Acceptance Certificate (Exhibit B)</td>
<td></td>
</tr>
<tr>
<td>Lessee Signature, Name/Title &amp; Execution Date. Sign upon Acceptance</td>
<td></td>
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<tr>
<td>Advance Lease Payment</td>
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<tr>
<td>Invoice attached, if applicable.</td>
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This Master Lease Purchase Agreement dated as of March 2, 2020 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Downey Unified School District ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location; (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"); (c) documentation or information concerning the financial condition of Lessee; and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the due date which payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee provides the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to
which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessor’s obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessor’s continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled “Lease Term” as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds to or extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee’s governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an “Event of Non-appropriation”), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, “NON-APPROPRIATION OF FUNDS,” THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW), LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT’S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE’S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE’S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the “Product Warranty”). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessee and be clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee’s title to the Equipment and Lessor’s rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessor’s creditors and other persons.
To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time. Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; provided, however, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT WILL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.
14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee’s option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer’s certification, (b) replace the damaged Equipment at Lessee’s sole cost and expense with equipment having substantially similar manufacturer’s specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor’s approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor’s interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee’s use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-propriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee’s obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor’s request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor’s prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as “loss payable,” and all such liability insurance shall include Lessor as an “additional insured.” Upon Lessor’s request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor’s request, or upon Lessor’s receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor’s interest in the Equipment at Lessee’s sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee shall be in default under a Lease upon the occurrence of any of the following (each, an “Event of Default”): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessee’s part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee’s expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee’s expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-propriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessee shall immediately pay the amount of any such excess to Lessee.
18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-ownership by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and at the cost of Lessor if necessary in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the Lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessor agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessor agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessee agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.
23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys’ fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee’s acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to “Lessor” shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to “Lessor” shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee’s payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

BY: ____________________________
TITLE: __________________________

LESSEE: DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241

BY: ____________________________
TITLE: __________________________

FED TAX ID#: 95-6006588

Christina Angeles
Associate Superintendent, Business Services

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EXHIBIT A

Schedule No. 2 Dated April 1, 2020 to Master Lease Purchase Agreement Dated March 2, 2020

This Schedule No. 2 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated March 2, 2020 ("Master Lease"), and is effective as of April 1, 2020. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes.

<table>
<thead>
<tr>
<th>QTY</th>
<th>EQUIPMENT DESCRIPTION</th>
<th>EQUIPMENT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Computer Hardware--See attached Exhibit 1.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEASE PAYMENT SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pmt #</td>
</tr>
<tr>
<td>4/1/2020</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>Totals:</td>
</tr>
</tbody>
</table>

Lessee acknowledges that the discounted purchase price for the Lease is $671,052.50 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.2500% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: April 1, 2020

LEASOR: APPLE INC.  
LESSEE: DOWNNEY UNIFIED SCHOOL DISTRICT

SIGNATURE: X ______________________  
NAME / TITLE: X ______________________  
DATE: X ______________________

SIGNATURE: X ______________________  
NAME / TITLE: X Christina Aragon, Associate Supt. Business Services  
DATE: X ______________________

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EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 2
under Master Lease Purchase Agreement dated March 2, 2020

<table>
<thead>
<tr>
<th>#</th>
<th>Product Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10.2-inch iPad Wi-Fi 32GB - Space Gray (10-pack)</td>
<td>172</td>
</tr>
<tr>
<td></td>
<td>Part Number BP832LL/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10.2-inch iPad Wi-Fi 32GB - Space Gray (10-pack)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Part Number: MW7L2LL/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quantity: 1,720</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>10.2-inch iPad Wi-Fi 32GB - Space Gray</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Part Number MW742LL/A</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch</td>
<td>1,725</td>
</tr>
<tr>
<td></td>
<td>iPad (7th gen) - Blue</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Part Number HNMA2ZM/A</td>
<td></td>
</tr>
</tbody>
</table>

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.
EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 2, dated April 1, 2020, (the "Schedule") to Master Lease Purchase Agreement, dated as of March 2, 2020, between Apple Inc., as Lessor, and Downey Unified School District, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above.

Payee Name: _____________________________

<table>
<thead>
<tr>
<th>Description or Invoice #</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Lessee hereby certifies and represents to and agrees with Lessor as follows:

(1) The Equipment described above has been delivered, installed and accepted on the date hereof.

(2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.

(4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: Downey Unified School District

Signature: X _____________________________

Printed Name/Title: x Christina Aragon, Associate Supt. Business Services

Date: X _____________________________

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: Downey Unified School District

Signature: X _____________________________

Printed Name/Title: x Christina Aragon, Associate Supt. Business Services

Date: X _____________________________

PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

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INTERNAL ESCROW LETTER

(To be used with Partial Acceptance Certificate if Applicable)

April 1, 2020

Apple Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, Arizona 85255

Re: Schedule No. 2 dated April 1, 2020 to Master Lease Purchase Agreement dated March 2, 2020 (the “Lease”) by and between Downey Unified School District and Apple Inc.

Ladies and Gentlemen:

We, Downey Unified School District (“Lessee”), have entered into the above referenced Lease with you, Apple Inc. (“Lessor”), for the purpose of financing computers (the “Equipment”) in the amount of $671,052.50 (the “Financed Amount”). Lessee hereby requests that Lessor fund to the vendor of such Equipment the amount of $__________ (the “Funded Amount”) and that Lessor retain $__________ (the “Retained Amount”). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor’s receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be retained by Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Downey Unified School District

Signature: ________________________________

Name/Title: Christina Aragon, Associate Supt. Business Services

Date: March 10, 2020
EXHIBIT C

INCUMBENCY CERTIFICATE

Schedule No. 2 to Master Lease Purchase Agreement dated March 2, 2020

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: Downey Unified School District
Signature: X
Printed Name/Title: X D. Mark Morris, Clerk, Board of Education, Downey Unified School District
Date: X March 10, 2020

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)
EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 2 to Master Lease Purchase Agreement Dated March 2, 2020

Lessee hereby represents and certifies the following (please check one):

Bank Qualified

☐ Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:

- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than $10,000,000 of obligations (including this Lease) as "qualified tax-exempt obligations";

- Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed $10,000,000;

- The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;

- The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and

- Not more than $10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

☒ Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: Downey Unified School District

Signature: X ____________________________

Printed Name/Title: X Christina Aragon, Associate Supt. Business Services

Date: X ____________________________ March 10, 2020
EXHIBIT E

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated March 2, 2020 (the "Master Lease"), Schedule No. 2, between Apple Inc. (the "Lessor") and Downey Unified School District (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

LESSEE NAME: Downey Unified School District

TAX ID#: 95-6006586

INVOICE MAILING ADDRESS: 11627 Brookshire Avenue, Downey, CA 90241

Mail invoices to the attention of: Accounts Payable Department

Phone: (562) 469-6622

Fax: (562) 469-6525

Email: accountspayable@dusd.net

Approval of Invoices required by: __________________________

Phone: (562) 469-6901

Fax: (562) 469-6910

Email: cnezzer@dusd.net

Accounts Payable Contact: __________________________

Phone: (562) 469-6622

Fax: (562) 469-6525

Email: __________________________

Processing time for Invoices: 30 days Approval: __________________________ Checks: __________________________

Do you have a Purchase Order Number that you would like included on the invoice? No___ Yes___ PO# TBD

Do your Purchase order numbers change annually? No___ Yes___ Processing time for new purchase orders: __________________________

LESSEE: Downey Unified School District

SIGNATURE: X __________________________

NAME / TITLE: X Christina Aragon, Associate Supt. Business Services

DATE: X March 10, 2020 __________________________
EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

Downey Unified School District

1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2) Property Damage & Loss Coverage -
   a) "All Risk" Physical Damage & Loss Insurance
   b) Include: Policy Number, Effective Date and Expiration Date
   c) APPLE INC. and its Assigns named "Loss Payee"
   d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

3) The Certificate Holder should be named as follows:

APPLE INC. and its assigns
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to APPLE INC. and its Assigns, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).
**ACKNOWLEDGEMENT OF BOARD APPROVAL**

**FROM A BOARD OF EDUCATION MEETING**

<table>
<thead>
<tr>
<th>Board:</th>
<th>Board of Education, Downey Unified School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Board Meeting:</td>
<td>March 10, 2020</td>
</tr>
<tr>
<td>Lessee:</td>
<td>Downey Unified School District</td>
</tr>
<tr>
<td>Lessor:</td>
<td>Apple Inc.</td>
</tr>
<tr>
<td>Master Lease</td>
<td>Master Lease Purchase Agreement dated March 2, 2020</td>
</tr>
<tr>
<td>Lease</td>
<td>Schedule No. 2 dated April 1, 2020 to the Master Lease</td>
</tr>
<tr>
<td>Equipment to be purchased:</td>
<td>See attachment for details</td>
</tr>
<tr>
<td>Cost not to exceed:</td>
<td>$ 671,052.50</td>
</tr>
<tr>
<td>Rate of interest:</td>
<td>1.2500%</td>
</tr>
</tbody>
</table>

Note: If the interest rate listed above is a promotional rate of interest, the original purchase price of the equipment may be discounted to reach an equivalent payment amount at a market rate of interest.

A motion was offered by __________, seconded by __________, and carried by a vote of ____ to ____ to approve entering into a Master Lease Purchase Agreement with Apple Inc. for the purpose of purchasing, via a financing contract, the equipment listed on the attachment. The cost shall not exceed the figure specified above.

Lessee has or will comply with applicable property acquisition laws, public bidding requirements, and open meeting laws in connection with the Master Lease and the transactions contemplated thereby. Lessee is within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, a political subdivision or agency of the State of California with full power and authority to enter into, and perform its obligations under, the Lease.

The Master Lease and the Lease have been or will be duly authorized, executed, and delivered by Lessee. It is the intention of the Board that the above Lease shall constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by state and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

Capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein.

_I certify the above Lease is approved by the Board of Education._

---

Board Member Signature: D. Mark Morris

Print Name: 

Date: March 10, 2020

Clerk, Board of Education

Title:  

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Instructions for 8038-G:
Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

**Line 2:** Enter the EIN number of the issuer (Lessee)
An Issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 10a and 10b:** Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information
If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

**Line 39:** Bank Qualified Designation
Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2020 will not exceed $10,000,000.]

**Lines 41a-41d and 42:** Hedges
If the issuer (Lessee) has identified a hedge, this section must be completed.

**Line 43:** Written procedures regarding Remediation of Non-Qualified Bonds
Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

**Line 44:** Written procedures to monitor Section 148 of the Code
Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

**Lines 45a and 45b:** Reimbursement
If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

**Signature and Consent:** Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.
Information Return for Tax-Exempt Governmental Bonds

Under Internal Revenue Code section 149(e)
See separate instructions.

Caution: If the issue price is under $100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority

1 Issuer's name
Downey Unified School District
2 Issuer's employer identification number (EIN)
48-0724672
3 Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
3a Telephone number of other person shown on 3a
11627 Brookshire Avenue
6 City, town, or post office, state, and ZIP code
Downey, CA 90241
8 Name of issue

Schedule No. 2 dated 4/1/2020 to Master Lease Purchase Agreement dated 3/2/2020

5 Report number (For IRS Use Only)
April 1, 2020

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
10b Telephone number of officer or other employee shown on 10a

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

(a) Final maturity date
(b) Issue price
(c) Stated redemption price at maturity
(d) Weighted average maturity
(e) Yield
7/15/2022 $871,052.50 n/a 2.29 years 1.2800%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest
23 Issue price of entire issue (enter amount from line 21, column (b))
24 Proceeds used for bond issuance costs (including underwriters' discount)
25 Proceeds used for credit enhancement
26 Proceeds allocated to reasonably required reserve or replacement fund
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V
28 Proceeds used to refund prior taxable bonds. Complete Part V
29 Total (add lines 24 through 28)
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.
Cat. No. 63773S
Form 8038-G (Rev. 9-2018)
### Part VI Miscellaneous

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Enter the amount of the state volume cap allocated to the issue under section 141(b)(6)</td>
</tr>
<tr>
<td>36a</td>
<td>Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions</td>
</tr>
<tr>
<td>b</td>
<td>Enter the final maturity date of the GIC (MM/DD/YYYY)</td>
</tr>
<tr>
<td>c</td>
<td>Enter the name of the GIC provider</td>
</tr>
<tr>
<td>37</td>
<td>Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</td>
</tr>
<tr>
<td>38a</td>
<td>If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:</td>
</tr>
<tr>
<td>b</td>
<td>Enter the date of the master pool bond (MM/DD/YYYY)</td>
</tr>
<tr>
<td>c</td>
<td>Enter the EIN of the issuer of the master pool bond</td>
</tr>
<tr>
<td>d</td>
<td>Enter the name of the issuer of the master pool bond</td>
</tr>
<tr>
<td>39</td>
<td>If the issuer has designated the issue under section 265(b)(3)(b)(III) (small issuer exception), check box</td>
</tr>
<tr>
<td>40</td>
<td>If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box</td>
</tr>
<tr>
<td>41a</td>
<td>If the issuer has identified a hedge, check here and enter the following information:</td>
</tr>
<tr>
<td>b</td>
<td>Name of hedge provider</td>
</tr>
<tr>
<td>c</td>
<td>Type of hedge</td>
</tr>
<tr>
<td>d</td>
<td>Term of hedge</td>
</tr>
<tr>
<td>42</td>
<td>If the issuer has superintegrated the hedge, check box</td>
</tr>
<tr>
<td>43</td>
<td>If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box</td>
</tr>
<tr>
<td>44</td>
<td>If the issuer has established written procedures to monitor the requirements of section 148, check box</td>
</tr>
<tr>
<td>45a</td>
<td>If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement</td>
</tr>
<tr>
<td>b</td>
<td>Enter the date the official intent was adopted (MM/DD/YYYY)</td>
</tr>
</tbody>
</table>

### Signature and Consent

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Issuer's authorized representative</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Type or print name and title</td>
</tr>
</tbody>
</table>

### Paid Preparer Use Only

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print/Type preparer's name</td>
</tr>
<tr>
<td>Preparer's signature</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
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Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.
UNIFORM COMPLAINT PROCEDURE

The Downey Unified District recognizes that the District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The District is required to ensure that school personnel take immediate steps to intervene when it is safe to do so and when he or she witnesses an act of discrimination, harassment, intimidation, or bullying. The Board of Education encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board of Education adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The District's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging District violation of applicable state or federal law or regulations governing adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs, and any other District-implemented program which is listed in Education Code 64000(a).

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in District programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, immigration status, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics.

3. Any complaint alleging District noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student. (Education Code 222)
4. Any complaint alleging District noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities.

5. Any complaint alleging District noncompliance with legal requirements related to the implementation of the local control and accountability plan. (Education Code 52075)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging District noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the District's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or District, school transfer, or the grant of an exemption from Board-imposed graduation requirements. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging District noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or District or the grant of an exemption from Board-imposed graduation requirements. (Education Code 51225.1, 51225.2)

8. Any complaint, by or on behalf of a former juvenile court school student who transfers into the District after his/her second year of high school, alleging District noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board-imposed graduation requirements. (Education Code 51225.1, 51225.2)

9. Any complaint alleging District noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions. (Education Code 51228.3)

10. Any complaint alleging District noncompliance with the physical education instructional minutes requirement for students in elementary school. (Education Code 51210, 51223)
11. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.

12. Any other complaint as specified in a District policy.

The Board of Education recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The District shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the District's UCP.

The Superintendent or designee shall provide training to District staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and District policy.

Adopted: 4/16/91
Approved: 8/30/94, 9/12/95, 6/3/97, 1/15/02, 5/4/04, 2/15/05, 12/14/10, 12/10/13, 2/17/15, 4/19/16, 2/19/17, 5/15/18
Responsibilities of Downey Unified School District

The Governing Board recognizes that the District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The Downey Unified School District shall investigate and seek to resolve, in accordance with our UCP process, any complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities implemented by the Downey Unified School District that are subject to the UCP.

Downey Unified School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by our Board.

According to state and federal codes and regulations, programs, activities and complaints subject to UCP are:

- Accommodations for Married/Pregnant/Lactating and Parenting students
- Adult Education Programs
- After School Education and Safety programs
- Agricultural Career Technical Education
- American Indian Education Centers and Early Childhood Education Program Assessments
- Bilingual Education
- California Peer Assistance and Review Programs for Teachers
- Career Technical and Technical Education; Career Technical; Technical Training
- Career Technical Education
- Child care and Development Programs
- Child nutrition programs
- Compensatory Education
- Consolidated Categorical Aid
- Course Periods without Educational Content
Responsibilities of Downey Unified School District - continued

- District-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000
- Economic Impact Aid
- Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district, and Pupils from Military Families
- Every Student Succeeds Act / No Child Left Behind (Titles I–VII)
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil fees, deposits and charges
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School safety plans
- School Plans/Site Councils
- Special education programs
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing
- Tobacco-Use Prevention Education
- Any complaint, by a student, employee, or other person participating in a District program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in District programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived.
- Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
- Any other complaint as specified in District policy
Responsibilities of Downey Unified School District - continued

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The District shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the District's UCP.

The Superintendent or designee shall provide training to District staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency:
Non-UCP Complaints - continued

- Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency.

- Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

- Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

- Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

- Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, or health and safety violations in any license-exempt California State Preschool Program shall be investigated and resolved in accordance with the procedures in AR 1105.1 Williams Uniform Complaint Procedures.
Compliance Officers

The District designates the individual identified below as the employee responsible for coordinating the District's response to complaints and for complying with state and federal civil rights laws. The individual also serves as the compliance officer specified in BP 4110.1 – Discrimination, Sexual Harassment and Harassment, as the responsible employee to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). This individual shall investigate and seek to resolve, in accordance with the District's UCP, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities implemented by the District that are subject to the UCP.

Rena Thompson, Ed.D.
Assistant Superintendent, Certificated Human Resources
Title IX Compliance Officer
11627 Brookshire Avenue
Downey, CA 90241
562.469.6642
rethompson@dusd.net

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer of that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned.
Compliance Officers - continued

Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer, or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the District issues its final written decision, whichever occurs first.

Programs/Activities in UCP Scope

- Adult Education
- After School Education and Safety
- Agricultural Vocational Education
- American Indian Education Centers and Early Childhood Education Program Assessments
- Bilingual Education
- California Peer Assistance and Review Programs for Teachers
- Career Technical and Technical Education; Career Technical; Technical Training
- Career Technical Education
- Child Care and Development
- Child Nutrition
- Compensatory Education
- Consolidated Categorical Aid
- Course Periods without Educational Content
- Discrimination, harassment, intimidation or bullying against a protected group
- Economic Impact Aid
Uniform Complaint Procedure - continued

Programs/Activities in UCP Scope - continued

- Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district and Pupils from Military Families
- English Learner Programs
- Every Student Succeeds Act / No Child Left Behind (Titles I – VII)
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Safety Plans
- Special Education
- State Preschool
- Tobacco-Use Prevention Education

Notifications

The District’s UCP policy and administrative regulation shall be posted in all District schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the District’s UCP, including information regarding unlawful student fees, Local Control and Accountability Plan (LCAP) requirements, and requirements related to the educational rights of foster youth, homeless students, and former juvenile court school students, to students now enrolled in a school district and children of military families, employees, parents/guardians, the District advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 48853, 48853.5, 49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the District web site and may be provided through District-supported social media, if available.
Notifications – continued

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the District's policy, regulation, forms, and notices concerning the UCP.

The notice shall:

If 15 percent or more of students enrolled in a particular District school speak a single primary language other than English, the District's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the District shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints.

2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable.

3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).

4. Include statements that:

   a. The District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The District is required to ensure that school personnel take immediate steps to intervene when it is safe to do so and when he or she witnesses an act of discrimination, harassment, intimidation, or bullying.
b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.

c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination.

The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, District staff shall assist him/her in the filing of the complaint.

e. If a complaint is not filed in writing but the District receives notice of any allegation that is subject to the UCP, the District shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the District will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the District's educational program, including curricular and extracurricular activities.

g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the District liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the District and another District.

i. A foster youth, homeless student, or former juvenile court school student and children of military families who transfers into a District high school or between District high schools as applicable shall be notified of the District's responsibility to:

(1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

(2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

(3) If the student has completed his/her second year of high school before the transfer, provide the student information about District-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

j. The complainant has a right to appeal the District's decision to the CDE by filing a written appeal within 15 calendar days of receiving the District's decision.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the District's decision.

k. The appeal to the CDE must include a copy of the complaint filed with the District and a copy of the District's decision.
District Responsibilities - continued

I. Copies of the District's UCP are available free of charge.

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the District's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the District shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, District staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:
Filing of Complaints - continued

1. A complaint alleging District violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
Filing of Complaints – continued

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the District's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the District shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

6. If a public school or LEA finds merit in a complaint regarding Pupil Fees: Local Control and Accountability Plan (LCAP); Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district, and pupils in military families; Reasonable Accommodations to a Lactating Pupil; Course Periods without Educational Content (grades nine through twelve); and Physical Education Instructional Minutes (grades one through eight), the public school or LEA shall provide a remedy.

Mediation

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.
Mediation - continued

The use of mediation shall not extend the District’s timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the District shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the District shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant’s refusal to provide the District’s investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the
Investigation of Complaint - continued

investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the District's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the District shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the District to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, and respondent if there is one, a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the District's receipt of the complaint. (5 CCR 4631)

OPTION 2:

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the District's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.
Report of Findings - continued

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer’s decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board’s decision to the complainant within 60 calendar days of the District’s initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the District’s decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

The District’s decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with District legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the District’s decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the District shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.
Final Written Decision – continued

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
   a. Statements made by any witnesses
   b. The relative credibility of the individuals involved
   c. How the complaining individual reacted to the incident
   d. Any documentary or other evidence relating to the alleged conduct
   e. Past instances of similar conduct by any alleged offenders
   f. Past false allegations made by the complainant

2. The conclusion(s) of law

3. Disposition of the complaint

4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

a. How the misconduct affected one or more students' education
b. The type, frequency, and duration of the misconduct
c. The relationship between the alleged victim(s) and offender(s)
Final Written Decision - continued

d. The number of persons engaged in the conduct and at whom the conduct was directed

e. The size of the school, location of the incidents, and context in which they occurred

f. Other incidents at the school involving different individuals

5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

a. The corrective actions imposed on the respondent

b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent

c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

6. Notice of the complainant's and respondent's right to appeal the District's decision to the CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:
Final Written Decision - continued

a. He/she may pursue available civil law remedies outside of the District's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)

b. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

c. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or District environment may include, but are not limited to, actions to reinforce District policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
Corrective Actions - continued

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the District shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.
Corrective Actions - continued

The District may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the District does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the District shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013; 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the District shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

If a public school or LEA finds merit in a complaint regarding Pupil Fees, Local Control and Accountability Plans (LCAP), Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in a school district, Reasonable Accommodations to a Lactating Pupil, Course Periods without Educational Content (grades nine through twelve), and Physical Education Instructional Minutes (grades one through eight), the public school or LEA shall provide a remedy.

In the case of complaints regarding: Course Periods without Educational content, Reasonable Accommodations to a Lactating Pupil, and Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in a school district, the remedy shall go to the affected pupil.

In the case of complaints regarding: Pupil Fees, Physical Education Instructional Minutes and LCAP, the remedy shall go all affected pupils and parents/guardians.
Appeals to the California Department of Education - continued

Any complainant who is dissatisfied with the District's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the District's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the District's final written decision, he/she, in the same manner as the complainant, may file an appeal with the CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the District's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant or respondent has appealed the District's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the District, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the District's uniform complaint procedures
7. Other relevant information requested by the CDE
 Except as the Governing Board may otherwise specifically provide in other District policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1105.

Compliance Officers

The District designates the individual identified below as the employee responsible for coordinating the District's response to complaints and for complying with state and federal civil rights laws. The individual also serves as the compliance officer specified in BP 4110.1 – Discrimination, Sexual Harassment and Harassment, as the responsible employee to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). This individual shall investigate and seek to resolve, in accordance with the District's UCP, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities implemented by the District that are subject to the UCP.

<table>
<thead>
<tr>
<th>For Employees</th>
<th>For Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alyda R. Mir</td>
<td>Robert Jagielski, Ed.D.</td>
</tr>
<tr>
<td>Assistant Superintendent</td>
<td>Senior Director</td>
</tr>
<tr>
<td>Certificated Human Resources</td>
<td>Student Safety, Wellness and Engagement</td>
</tr>
<tr>
<td>Title IX Compliance Officer</td>
<td>Title IX Compliance Officer</td>
</tr>
<tr>
<td>11627 Brookshire Avenue</td>
<td>11627 Brookshire Avenue</td>
</tr>
<tr>
<td>Downey, CA  90241</td>
<td>Downey, CA  90241</td>
</tr>
<tr>
<td>(562) 469-6541</td>
<td>(562) 469-6564</td>
</tr>
<tr>
<td><a href="mailto:almir@dusd.net">almir@dusd.net</a></td>
<td><a href="mailto:rjagielski@dusd.net">rjagielski@dusd.net</a></td>
</tr>
</tbody>
</table>

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.
Compliance Officers - continued

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the District issues its final written decision, whichever occurs first.

According to state and federal codes and regulations, programs, activities and complaints subject to UCP are:

- Accommodations for Married/Pregnant/Lactating and Parenting students
- Adult Education Programs
- After School Education and Safety programs
- Agricultural Career Technical Education
- American Indian Education Centers and Early Childhood Education Program Assessments
- Bilingual Education
- California Peer Assistance and Review Programs for Teachers
Compliance Officers - continued

- Career Technical and Technical Education; Career Technical; Technical Training
- Career Technical Education
- Child Care and Development Programs
- Child Nutrition Programs
- Compensatory Education
- Consolidated Categorical Aid
- Course Periods without Educational Content
- Economic Impact Aid
- Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district, and Pupils from Military Families
- Every Student Succeeds Act / No Child Left Behind (Titles I–VII)
- District-implemented State Categorical Program that is not funded through the local control funding formula pursuant to Education Code 64000
- Economic Impact Aid
- Education for Children of Military Families
- Education for Foster Youth
- Education for Homeless Children
- Education for Immigrant Children
- Education for Juvenile Court School Students
- Education for Migrant Children
- Federal Every Student Succeeds Act
- Local Control and Accountability Plan (LCAP)
- Physical Education Instructional Minutes
- Pupil Fees, Deposits and Charges
- Regional Occupational Centers and Programs
- School Plans/Site Councils
- School Safety Plans
- Special Education Programs
- Tobacco-Use Prevention Education Programs
- Any complaint, by a student, employee, or other person participating in a District program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in District
Compliance Officers - continued

programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived.

- Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
- Any other complaint as specified in District policy

Notifications

The District's UCP policy and administrative regulation shall be posted in all District schools and offices, including staff lounges and student government meeting rooms.

In addition, the Superintendent or designee shall annually provide written notification of the District's UCP to students, employees, parents/guardians of District students, District advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the District web site and may be provided through District-supported social media, if available.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the District's policy, regulation, forms, and notices concerning the UCP.
Notifications - continued

The notice shall include:

1. A statement that the District is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy.

2. A statement that a complaint regarding student fees or the Local Control and Accountability Plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint.

3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the District’s educational program, including curricular and extracurricular activities.

4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred.

5. A statement that the District will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the District, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process.

6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints.

7. A statement that complaints will be investigated in accordance with the District’s UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant.
8. A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the District's decision, within 15 days of receiving the District's decision.

9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

10. A statement that copies of the District's UCP are available free of charge.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the District web site and may be provided through District-supported social media, if available.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the District's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular District school speak a single primary language other than English, the District's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the District shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, District staff shall assist in the filing of the complaint. (5 CCR 4600)
Filing of Complaints - continued

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging District violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by persons who allege that they have personally suffered unlawful discrimination or who believe that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the
Filing of Complaints - continued

complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the District's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the District shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the District's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the District shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the District shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.
Investigation of Complaint - continued

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant’s representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant’s refusal to provide the District’s investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent’s refusal to provide the District’s investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the District shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the District to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)
Timeline for Final Decision

OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the District's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the District's final written decision at the same time it is provided to the complainant.

OPTION 2:

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the District's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the District's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall be sent the District's final written decision, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.
Final Written Decision

For all complaints, the District’s final written decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
   
a. Statements made by any witnesses
b. The relative credibility of the individuals involved
c. How the complaining individual reacted to the incident
d. Any documentary or other evidence relating to the alleged conduct
e. Past instances of similar conduct by any alleged offenders
f. Past false allegations made by the complainant

2. The conclusion(s) of law

3. Disposition of the complaint

4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

a. The manner in which the misconduct affected one or more students’ education
b. The type, frequency, and duration of the misconduct
c. The relationship between the alleged victim(s) and offender(s)
d. The number of persons engaged in the conduct and at whom the conduct was directed
Final Written Decision - continued

e. The size of the school, location of the incidents, and context in which they occurred

f. Other incidents at the school involving different individuals

5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

a. The corrective actions imposed on the respondent

b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.

c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

6. Notice of the complainant's and respondent's right to appeal the District's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with District legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the District's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.
Final Written Decision - continued

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language pursuant to Education Code 48985. In all other instances, the District shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district’s complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or District environment may include, but are not limited to, actions to reinforce District policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:
Final Written Decision - continued

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law
Final Written Decision - continued

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the District shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The District may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the District does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the District shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the District shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the District's final written decision on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 15 calendar days of receiving the District's decision. (5 CCR 4632)

Appeals to the California Department of Education

The complainant shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)
Final Written Decision - continued

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the District's final written decision, the respondent, in the same manner as the complainant, may file an appeal with CDE.

Upon notification by CDE that the District's decision has been appealed, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the District, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the District's UCP
7. Other relevant information requested by CDE
WILLIAMS UNIFORM COMPLAINT PROCEDURE

Types of Complaints

The District shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186)

1. Instructional materials
   a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
   b. A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments. This does not require two sets of textbooks or instructional materials for each pupil.
   c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
   d. A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment
   a. A semester begins and a certificated teacher is not assigned to teach the class.

Vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester. (Education Code 33126)

Beginning of the year or semester means the first day classes necessary to serve all pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester.
Types of Complaints - continued

b. A teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learner students in the class.

c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186)

3. Facilities

A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; or structural damage creating a hazardous or uninhabitable condition, or any other condition deemed appropriate. (Education Code 17592.72)

A school restroom has not been maintained or cleaned regularly, is not fully operational, and has not been stocked at all times with toilet paper, soap, and paper towels, or functional hand dryers.

The school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restroom is necessary for pupil safety or to make repairs. (Education Code 35292.5)
Filing of Complaint

A complaint alleging any condition(s) specified above shall be filed with the principal or designee. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee within 10 working days. (Education Code 35186)

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to his/her complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant indicated on the complaint. If Section 48985 of the Education Code is applicable, the response, if requested, and report shall be written in English and the primary language in which the complaint was filed. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186)

When Education Code 48985 is applicable (i.e., when 15 percent or more of the pupils enrolled in a particular school speak a single primary language) and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. [Education Code 35186(a)(1)]

If a complainant is not satisfied with the resolution of the complaint, he/she may describe the complaint to the Governing Board at a regularly scheduled hearing. (Education Code 35186)

For complaints concerning a facility condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3 above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving report. (Education Code 35186) The complainant shall comply with the appeal requirements of Education Code Section 4632.
WILLIAMS UNIFORM COMPLAINT PROCEDURE - continued

Filing of Complaint - continued

Complaints and written responses shall be public records. (Education Code 35186)

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186)

Forms and Notices

The District shall have a Williams complaint form available; however, the complainant need not use the Williams complaint form in order file a complaint (Education Code 35186(a)). A copy of the Williams complaint form shall be available on the Downey Unified School District website.

The Superintendent or designee shall ensure that the District’s complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)
Types of Complaints

The District shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
   a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or District-adopted textbooks or other required instructional materials to use in class.
   b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
   c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
   d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
   a. A semester begins and a teacher vacancy exists.
   b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
   c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)
Types of Complaints - continued

Beginning of the year or semester means the first day classes necessary to
serve all the students enrolled are established with a single designated
certificated employee assigned for the duration of the class, but not later than
20 working days after the first day students attend classes for that semester.
(5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching
or services position for which the employee does not hold a legally recognized
certificate or credential or the placement of a certificated employee in a
teaching or services position that the employee is not otherwise authorized by
statute to hold. (Education Code 35186; 5 CCR 4600)

3. Complaints regarding the condition of school facilities, including any complaint
alleging that: (Education Code 35186; 5 CCR 4683)

a. A condition poses an emergency or urgent threat to the health or safety of
students or staff.

Emergency or urgent threat means structures or systems that are in a
condition that poses a threat to the health and safety of students or staff
while at school, including, but not limited to, gas leaks; nonfunctioning
heating, ventilation, fire sprinklers, or air-conditioning systems; electrical
power failure; major sewer line stoppage; major pest or vermin infestation;
broken windows or exterior doors or gates that will not lock and that pose a
security risk; abatement of hazardous materials previously undiscovered
that pose an immediate threat to students or staff; structural damage
creating a hazardous or uninhabitable condition; or any other condition
deemed appropriate. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in
accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been
cleaned or maintained regularly, is fully operational, or has been stocked at
all times with toilet paper, soap, or paper towels or functional hand dryers.
(Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school
hours when students are not in classes and has kept a sufficient number of
restrooms open during school hours when students are in classes. This
Types of Complaints - continued

does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any District school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

4. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations, including any complaint alleging that: (Education Code 8235.5; Health and Safety Code 1596.7925)

a. The preschool does not have outdoor shade that is safe and in good repair.

b. Drinking water is not accessible and/or readily available throughout the day.

c. The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.

d. Restroom facilities are not available only for preschoolers and kindergartners.

e. The preschool program does not provide visual supervision of children at all times.

f. Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.

g. Playground equipment is not safe, in good repair, or age appropriate.

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the District’s complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)
Forms and Notices

The Superintendent or designee shall ensure that the District's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 8235.5, 35186; 5 CCR 4680)

The Superintendent or designee shall post in each K-12 classroom in each school a notice containing the components specified in Education Code 35186. In each license-exempt CSPP classroom, a notice containing the components specified in Education Code 8235.5 shall be posted. (Education Code 8235.5, 35186)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee, or the preschool administrator or designee as appropriate, at the school in which the complaint arises. A complaint about problems beyond the authority of the principal or preschool administrator shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 8235.5, 35186; 5 CCR 4680)

Investigation and Response

The principal/preschool administrator or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within their authority. (Education Code 8235.5, 35186; 5 CCR 4685)

Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)

The principal/preschool administrator or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 8235.5, 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal/preschool administrator or Superintendent's designee shall report the resolution of the complaint to the
Investigation and Response - continued

complainant within 45 working days of the initial filing of the complaint. If the principal/preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5, 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 8235.5, 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 8235.5, 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a or #4 in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal/preschool administrator or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the District's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 8235.5, 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 8235.5, 35186; 5 CCR 4686)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 8235.5, 35186; 5 CCR 4686)
DATE: March 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
       Michael Martinez, Senior Director, Budget and Finance

SUBJECT: 2019-20 SECOND PERIOD INTERIM FINANCIAL REPORT AS OF JANUARY 31, 2020

ADMINISTRATIVE REPORT

District Administration is required to report periodically to the Board of Education on the financial and budgetary condition of the District. Education Code Sections 35035(g), 42130, and 42131, as amended by AB 1200 (Chapter 1213/1991), require that on the basis of these reports, twice annually the Board of Education must certify, in writing, whether or not it believes the District can meet its financial obligations for the remainder of the current fiscal year. The certification must then be submitted to the County Superintendent of Schools.

This report has been prepared and is submitted under separate cover.

Based upon this Second Period Interim Report, the District can meet all of its current financial obligations for the 2019-20 fiscal year.

SUPERINTENDENT'S RECOMMENDATION:

# Vision, Mission and Shared Values

**Vision**  
All students graduate with a 21st Century Education that ensures they are college and career ready, globally competitive, and citizens of strong character.

**Mission**  
Downey Unified School District is committed to developing all students to be self-motivated learners and productive, responsible and compassionate members of an ever-changing global society. Our highly qualified staff foster meaningful relationships with students, parents, and the community while providing a relevant and rigorous curriculum in facilities that advance teaching and learning.

**Shared Values**

<table>
<thead>
<tr>
<th>Student Achievement</th>
<th>Teaching and Learning</th>
<th>Best Staff and High Standards</th>
<th>Positive School Culture</th>
</tr>
</thead>
<tbody>
<tr>
<td>We believe that all students must have access to a positive and challenging learning environment to guide and inspire them in realizing their individual potential and to ensure they graduate college and career ready.</td>
<td>We believe that teachers must engage and motivate all students in learning, using a rigorous and relevant curriculum based on principles of 21st Century Learning.</td>
<td>We believe that highly qualified employees who reflect high moral and ethical character and consistently model a passion for education must be recruited, trained and retained.</td>
<td>We believe that a culture of understanding and mutual respect among all members of the learning community must be promoted in schools so that students grow academically and socially and develop as responsible citizens.</td>
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<tr>
<th>Clean and Safe Schools</th>
<th>Relationships and Partnerships</th>
<th>Continuous Improvement</th>
<th>Fiscal and Operational Stewardship</th>
</tr>
</thead>
<tbody>
<tr>
<td>We believe that learning environments must be clean and safe to promote high performance within the school community.</td>
<td>We believe that partnerships and communication with parents and the community must be nurtured to optimize opportunities for learning and personal growth for students.</td>
<td>We believe that improvements and enhancements to all aspects of our program must be implemented based on performance data.</td>
<td>We believe that efficiency, transparency and cost-effective practices must characterize District and school operations to ensure that resources are aligned and applied to achieve established goals.</td>
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2019-20 BOARD OF EDUCATION GOALS

1. Downey will demonstrate a measurable growth trend of 10% as reflected by the California College and Career Readiness Dashboard. Measurements of focus will include University of California and California State University (UC/CSU) eligibility, Career Technical Education (CTE) Pathway Completion, California State Seal of Bi-literacy eligibility, Smarter Balance Assessment (SBA) (Score 3+), Advanced Placement (AP) participation and score of 3 and above.

2. Downey Unified will continue to enhance Districtwide parent engagement opportunities through parent academies, workshops and the Local Control Accountability Plan (LCAP) process. Continue to partner with all parent advisory groups in building parent capacity and leadership that includes enhancing parent outreach communication through full implementation of the DUSD online app, social media, and site websites.

3. Downey Unified will continue its commitment to student safety, wellness, and engagement via CHARACTER COUNTS!, Positive Behavioral Interventions and Support (PBIS), and other relevant whole child supports including the pursuit and fulfillment to be a National CHARACTER COUNTS! Exemplary School District.

4. Downey Unified will obtain Division of the State Architect (DSA) approval for Doty Middle School, complete modernization of Stauffer Middle School, and work toward completion of modernization at Griffiths and Sussman Middle Schools in order to meet the Fall 2020-2021 construction deadline.

5. Downey Unified will maintain the strong fiscal position that our District has achieved through the deliberate management and strategic oversight of state funding realities. Continue to use and refine Local Control Funding Formula (LCFF) and Federal Funding resources to implement the Local Control Accountability Plan (LCAP) enabling students to reach their full potential.

6. Downey Unified will refine First Best Instruction (FBI) and continue to implement system-wide interventions to support student academic success.

7. Downey Unified will increase zero and seventh period options at the secondary schools and closely follow the progress of SB328 in order to proactively prepare for possible implementation of later start times at the secondary level.

8. Downey Unified will execute the Next Generation Science Standards (NGSS) plan that incorporates professional development and implementation: Elementary- Pilot NGSS curriculum; Middle School- Thematic Design and Common Formative Assessments; High School- Thematic Design, Lab and Rubrics and Common Formative Assessments.

9. Downey Unified will implement Career Technical Education (CTE) grant plans for Career Technical Education Incentive Grant (CTEIG), K12 Strong Workforce Program (K12 SWP), and Carl Perkins V. The focus will be on best practices that strengthen the sustainability through further development and implementation of essential pathway elements in the Elementary, Middle School, and High School segments.

10. In an effort to reach Downey Unified's goal of 23,000 students by 2021, we will increase marketing and public communication efforts, successfully implement the Global Language Academies of Downey (GLAD) initiative and utilize the enrollment growth committee to generate and explore additional innovative programs at the secondary level; including before and after school care and extended learning options for projected implementation August 2020.