

GLENDALÉ UNIFIED SCHOOL DISTRICT
223 North Jackson Street
Glendale, California 91206
(818) 241-3111

BOARD OF EDUCATION
AGENDA

July 11, 2023
Meeting No. 1
Regular Meeting

**GLENDALE UNIFIED SCHOOL DISTRICT
223 North Jackson Street
Glendale, California 91206
(818) 241-3111**

**BOARD OF EDUCATION MEETING NO. 1
Administration Center**

July 11, 2023

“Preparing our students for their future.”

*“Excelling Together with Endless
Pathways for Success.”*

Please Note Times	
5:00 P.M. -	Opening, Public Communications (On Item C only) Re-organization of the Board Recess Public Communications Closed Session
7:30 P.M. -	Regular Meeting Information, Action, Consent Calendar, Reports

In accordance with the Americans with Disabilities Act (ADA) the District will provide accommodations, with reasonable advanced notice, for any individual with a disability needing to participate in the Board Meeting and/or access the information herein. Please contact the Glendale Unified School District Public Information Office to request such accommodation. In accordance with the Brown Act revisions; public records relating to a Board meeting agenda item that are distributed to at least a majority of Board members less than 72 hours before a regular meeting, may be inspected by the public at the District administrative offices during regular business hours (8:00 a.m. to 4:00 p.m.).

AGENDA

ITEM

PAGE

A. OPENING – 5:00 P.M.

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance**
- 3. Certification of Compliance**

To accommodate the requirement of Government Code Section 54954.2 in accordance with the Brown Act revisions, the agenda for the meeting was posted on bulletin boards in the Administration Center and the Glendale Unified School District website 72 hours prior to this meeting.

- 4. Approval of Agenda Order**
- 5. Closing Remarks**

B. COMMUNICATIONS FROM THE PUBLIC-On Item C-Re-Organization Only

1. ADDRESSING THE BOARD OF EDUCATION – An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. Instructions for public communication are included below. Not more than five minutes may be allotted to each speaker and no more than 20 minutes to each subject, except by unanimous consent of the Board of Education. A speaker’s allotted time cannot be deferred to another speaker. Board Members may question the speaker but there will be no debate or decision. The Superintendent may refer the matter to the proper department for review. A student’s parent/guardian, or a student if age 18 or older, may request that the minutes exclude the student’s directory information, as defined in Education Code 49061, or a parent/guardians’ personal information, as defined in Education Code 49073.2. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. Glendale Unified School District will provide accommodations, with reasonable advance notice, for any individual with a disability or any individual requiring translation needing to address the Board of Education during Public Communication. Please contact the Glendale Unified Public Information Office at (818) 241-3111 x1218 or publicinfo@gusd.net at least 24 hours before the start of the meeting to request.

Instructions for Public Communication

1. Visitors wishing to speak during public communication should complete a comment card and select if they wish to address the Board regarding a specific agenda item/subject or a non-agenda item.
2. Comment cards for public communication will be available outside of the District office board room shortly before the start of the public meeting.
3. After a speaker completes their public comment or if the time allotted has been reached the speaker will be asked to return to their seat.

C. RE-ORGANIZATION OF THE BOARD OF EDUCATION

1. **Rotation of the Officers Consistent with Board Policy 9100**

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The Interim Superintendent recommends that the Board selects its officers in accordance with Board Policy 9100.

- a. **President**
- b. **Vice President**
- c. **Clerk**
- d. **Position 4**
- e. **Position 5**

2. **Seating of the Board Members**

The newly selected Board officers will take their new places at the dais.

D. RECESS (10 minutes)

E. COMMUNICATIONS FROM THE PUBLIC

1. ADDRESSING THE BOARD OF EDUCATION – An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. Instructions for public communication are included below. Not more than five minutes may be allotted to each speaker and no more than 20 minutes to each subject, except by unanimous consent of the Board of Education. A speaker’s allotted time cannot be deferred to another speaker. Board Members may question the speaker but there will be no debate or decision. The Superintendent may refer the matter to the proper department for review. A student’s parent/guardian, or a student if age 18 or older, may request that the minutes exclude the student’s directory information, as defined in Education Code 49061, or a parent/guardians’ personal information, as defined in Education Code 49073.2. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. Glendale Unified School District will provide accommodations, with reasonable advance notice, for any individual with a disability or any individual requiring translation needing to address the Board of Education during Public Communication. Please contact the Glendale Unified Public Information Office at (818) 241-3111 x1218 or publicinfo@gusd.net at least 24 hours before the start of the meeting to request.

Instructions for Public Communication

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3. After a speaker completes their public comment or if the time allotted has been reached the speaker will be asked to return to their seat.

F. CLOSED SESSION

1. **Public employee appointment/employment pursuant to Government Code section 54957**
Title: Superintendent

G. RETURN TO REGULAR MEETING

H. INFORMATION

1. **Board of Education School Site Assignments for 2023-24** **12**

Each year, members of the Board of Education are assigned to various schools. There are two Board representatives at each high school and middle school. This report provides an opportunity for the Board to review the assignments, modify as necessary, for final determination.

2. **2023-2024 Board Priorities** **13**

Each year, as part of the overall planning process, the Board of Education establishes annual priorities that identify major focus areas for the District. This report provides an opportunity for the Board to discuss its priorities for the 2023-2024 school year.

3. **Proposed Revisions to Board Policy 9323 Related to Meeting Conduct** **15**

This report provides the Board of Education an opportunity to review revisions to Board Policy 9323. This report includes language that clarifies the process for speaking during Public Comment, as well as clarification on recording policies and prohibited items.

H. INFORMATION-continued

- 4. Back to School/Open House/Graduation/Promotion Schedule for the 2023-2024 School Year 22**

This report informs the Board of Education of the Back to School, Open House, Graduation/Promotion schedules for all the schools in the District for the 2023-2024 school year. Dates shown in this report are subject to change due to varying circumstances. The Board of Education and the public will be informed of any changes, as they become known.

- 5. Acknowledgements of Service 24**

The resignations and retirements of the employees listed have been accepted by the Chief Human Resources and Operations Officer/Director of Classified Personnel, as effective and final per Board Policy 4117.1/4217.1/4317.1 and 4117.2/4217.2/4317.2, and are being reported to the Board of Education for information only – no action required.

I. ACTION

- 1. Resolution Numbers 1-8 - Signature Authorizations and Re-adoption of Board Policies 26**

The Interim Superintendent recommends that the Board of Education adopt Resolutions No. 1, 2, 3, 4, 5, 6, 7, and 8, and approve the signature authorizations and readopt the Board Policies from July 12, 2023 to June 30, 2024.

- 2. Resolution No. 9 Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for Fiscal Years Ending June 30, 2023, 2024, 2025, and Authorizing Execution and Delivery of Related Documents and Actions 35**

The Interim Superintendent recommends that the Board of Education adopt Resolution No. 9 Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for Fiscal Years Ending June 30, 2023, 2024, and 2025, and authorizing execution and delivery of related documents and actions.

- 3. Appointment of Board Representative to the Los Angeles County School Trustees Association (LACSTA) 38**

The Interim Superintendent recommends that the Board of Education designate its voting representative to LACSTA.

- 4. Appointment of Voting Representative to Elect Members to the County Committee on the School District Organization 39**

The Interim Superintendent recommends that the Board of Education appointment one member as its voting representative to elect members to the Los Angeles County Committee on School District Organization.

I. ACTION-continued

- 5. Award of Bid Nos FS 1-23/24 & FS 2-23/24 for Snack and Beverage Machines Operation/Services for a Three (3) Year Term 40**

The Interim Superintendent recommends the Board of Education approve the award of Bid No. FS 1-23/24 and FS 2-23/24 to Grand G & G, Inc. (Commerce) for Snack and Beverage Vending Machine Operations and Services for a three (3) year term.

- 6. Ratification of Service Agreement with ChildCare Careers, LLC dba The Education Team 41**

The Interim Superintendent recommends that the Board of Education ratify the approval of a Service Agreement between Glendale Unified School District and ChildCare Careers, LLC dba The Education Team and to provide substitute personnel support to the Child Development and Child Care (CDCC) program in the 2023-2024 school year.

- 7. Acceptance of Supplemental Allocation for the California State Preschool Program 46**

The Interim Superintendent recommends that the Board of Education approve the one-time supplemental allocation of funds for the California State Preschool Program (CSPP) in the amount of \$661,072.

- 8. Approval of Services Agreement Between Glendale Unified School District and Rhythms of Life, LLC for the DrumBus Program at Child Development and Child Care Program Sites for 2023-2024 47**

The Interim Superintendent recommends that the Board of Education approve the Services Agreement between Glendale Unified School District and Rhythms of Life, LLC in the amount of \$73,410 to provide the DrumBus group-drumming program at six elementary Child Development and Child Care sites during the 2023-24 school year.

- 9. Approval of Services Agreement between Glendale Unified School District and Jernazian Psychotherapy, A Psychological Corporation 68**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Jernazian Psychotherapy, a Psychological Corporation, in the amount of \$60,000 to provide therapy services for students at Clark Magnet High School.

- 10. Approval of Services Agreement between Glendale Unified School District and Transcultural Mental Health 89**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Transcultural Mental Health in the amount of \$60,000 to provide counseling and mental health support services for students at Clark Magnet High School.

I. ACTION-continued

- 11. Approval of Services Agreement between Glendale Unified School District and Mindful Learning Center 110**
- The Interim Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Mindful Learning Center in the amount of \$100,000 to provide enrichment and healthy living classes for students at Balboa Elementary School.
- 12. Approval of Agency Contracts for Special Education Services for the 2023-2024 School Year 131**
- The Interim Superintendent recommends that the Board of Education approve the services agreements between Glendale Unified School District and various agencies to provide special education services for students not to exceed \$5,530,000.
- 13. Approval of Service Agreement Between Glendale Unified School District and Paradigm Healthcare Services, LLC 133**
- The Interim Superintendent recommends that the Board of Education approve a service agreement between Glendale Unified School District and Paradigm Healthcare Services, LLC to provide Medicaid direct service and administrative claiming services in 2023-2026.
- 14. Approval of Istation Reading Program for Spanish Dual Language Immersion Elementary Classes for 2023-2025 153**
- The Interim Superintendent recommends that the Board of Education approve the purchase of online licenses in the amount of \$64,158.60 for the Istation Reading Program for Grade K-5 students in the Spanish Dual Language Immersion program at Edison, Franklin, and Muir Elementary Schools for the 2023-24 and 2024-25 school years.
- 15. Approval of Contract Renewal with Code to the Future for Cerritos Computer Science Immersion Magnet School 164**
- The Interim Superintendent recommends that the Board of Education approve the renewal contract with Code To The Future in the amount of \$33,000 to provide intensive computer science professional development for teachers and staff at Cerritos Computer Science Immersion Magnet School through the 2023-24 school year.
- 16. Approval of An Additional Non-Public Agency Master Contract 169**
- The Interim Superintendent recommends that the Board of Education approve the Master Contract between the District and Covelo Group. This agency will provide direct behavior support services to meet the identified needs of students in the 2023-2024 school year.
- 17. Memorandums of Understanding with the Glendale Teachers Association Regarding Employee Child Care and CDCC Transitional Kindergarten 170**
- The Interim Superintendent recommends that the Board of Education approve both the Employee Child Care MOU and the CDCC Transitional Kindergarten MOU between Glendale Unified School District and the Glendale Teachers Association.

I. ACTION-continued

18. Variable Term Waiver Request for Certificate of Completion of Staff Development (CCSD) for the 2023-2024 School Year 176

The Interim Superintendent recommends that the Board of Education approve the Variable Term Waiver Requests for the hiring of teachers on waiver permits based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for the needed positions.

J. CONSENT CALENDAR

All items under Consent Calendar are considered to be of a routine nature and are acted on with one motion. Any recommendation may be removed from the Consent Calendar at the request of any Board Member and placed under Action.

1. Minutes 178

The Superintendent recommends that the Board of Education approve the Minutes, as listed:

- a. Regular Meeting No. 24 June 20, 2023

2. Certificated Personnel Report No. 1 193

The certificated report recommends approval of the following:

Maternity leaves of absence, a change of maternity leave of absence, a parental leave of absence, health leaves of absence, an extension of health leave of absence, family & medical leaves of absence, a change of family & medical leave of absence, a general purpose leave of absence, home responsibility leaves of absence, additional assignments, change of assignments, summer school, election to management positions, elections, elections hourly/daily, additional compensation, transportation authorization, revision to previous personnel reports, personal services agreements and conference/workshop/meeting authorizations.

3. Classified Personnel Report No. 1 248

The classified report recommends approval of the following:

Medical leave of absence; family & medical leave of absence; maternity leave of absence; additional assignments; change of assignments; revisions to previous board reports; election of classified hourly substitutes; election of classified/non classified hourly substitutes; personal services agreement; and transportation authorization.

4. Warrants 271

The Interim Superintendent recommends that the Board of Education approve Warrants totaling \$41,113,733.41 for June 1, 2023 through July 10, 2023.

5. Purchase Orders 276

The Interim Superintendent recommends that the Board of Education approve Purchase Orders totaling \$6,397,755.86 for the period of June 12, 2023 through July 30, 2023.

J. CONSENT-continued

- 6. Approval of Correction to Bid No. 242-23/24 for the Site Work Project at Glenoaks Elementary School 290**
- The Interim Superintendent recommends that the Board of Education approve a correction to Bid No. 242-23/24 to Ravand Construction, Inc. for the site work project at Glenoaks Elementary School for the funding source to be Measure S – Glenoaks Elementary School New Building Project funds.
- 7. Approval of Agreement with Val Verde Unified School District for the Sale of Two (2) Portable Buildings at Glenoaks and Dunsmore Elementary Schools 291**
- The Interim Superintendent recommends that the Board of Education approve the agreement with Val Verde Unified School District for the sale of two (2) portable buildings at Glenoaks and Dunsmore Elementary Schools for a total price of \$2.00.
- 8. Approval of Memorandum of Understanding with Davidian and Mariamian Educational Foundation for Rental of Unoccupied Space 297**
- The Interim Superintendent recommends that the Board of Education approve the Memorandum of Understanding with the Davidian and Mariamian Educational Foundation regarding rental of space at the Pacific Avenue Education Center.
- 9. Approval of Memorandum of Understanding with the Verdugo Woodlands Dad’s Club 300**
- The Interim Superintendent recommends that the Board of Education approve a Memorandum of Understanding (MOU) with Verdugo Woodlands Dad’s Club for use of facilities from of August 16, 2023 through June 5, 2024.
- 10. Agreement with Sedgwick to Provide Third Party Claims Administration 304**
- The Interim Superintendent recommends that the Board of Education approve an agreement with Sedgwick to provide third party claims administration on workers’ compensation claims that were previously serviced through the SLIM JPA from July 1, 2023 through June 30, 2024.
- 11. Authorization to Dispose of Surplus Property 323**
- The Interim Superintendent recommends that the Board of Education declare various furniture items at Jefferson Elementary School as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.
- 12. Acceptance of Gifts 324**
- The Interim Superintendent recommends that gifts to the District be accepted and that letters of appreciation be written to the donors.
- 13. Approval of New Course of Study Outlines for Use in Middle Schools in the Area of Career Technical Education 326**
- The Interim Superintendent recommends that the Board of Education approve new course of study outlines (Introduction to Robotics, Web Design 1 and Web Design 2) for use in middle schools in the area of Career Technical Education.

J. CONSENT-continued

14. Approval of Revisions to Board Policy 6146.1 - Graduation Requirements 347

The Interim Superintendent recommends that the Board of Education approve revisions to Board Policy 6146.1 (Graduation Requirements) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

15. Memorandum of Understanding (MOU) with the Glendale Family YMCA for Use of Facilities 354

The Interim Superintendent recommends that the Board of Education approve a Memorandum of Understanding (MOU) with the Glendale Family YMCA for use of the YMCA facilities by GUSD, and use of Administration parking lot by the Glendale YMCA, for the 2023-24 school year.

16. Approval of Contract Renewal with Fuel Education for 2023-2024 357

The Interim Superintendent recommends the renewal of the contract with Fuel Education in the amount of approximately \$19,000 for licenses for independent study students to access online courses, which includes training, materials, and online access for teachers and 500 course licenses, for the 2023-2024 school year.

17. Quarterly Uniform Complaint Report Summary, Williams Settlement Legislation 361

The Interim Superintendent recommends that the Board of Education approve the submission of the Quarterly Uniform Complaint Report Summary, as mandated under the Williams Court Case Settlement, to the Superintendent of the Los Angeles County Office of Education.

18. Approval of Renewal Agreement between Glendale Unified School District and ThoughtExchange for Community Schools Survey and Data Analysis 364

The Interim Superintendent recommends that the Board of Education approve the renewal agreement between Glendale Unified School District and ThoughtExchange in the amount of \$39,690 to provide survey and data analysis services as part of the Community Schools Partnership Program Implementation grant.

19. Agreement with Pacific Clinics 368

The Interim Superintendent recommends that the Board of Education approve renewal of the Agreement between Glendale Unified School District and Pacific Clinics as Outpatient Mental Health Services to improve student functioning within an educational setting.

K. REPORTS AND CORRESPONDENCE

1. Board

2. Superintendent

L. ADJOURNMENT

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

REORGANIZATION OF THE BOARD OF EDUCATION

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: Board of Education Annual Organization Meeting

The Interim Superintendent recommends that the Board of Education select its officers pursuant to Board Policy 9100.

Each year, the Governing Board shall hold an annual organizational meeting to select its officers pursuant to Board Policy 9100. The Board of Education may select officers by a rotation of seats.

- Seat 1 – President
- Seat 2 – Vice President
- Seat 3 – Clerk
- Seat 4 – Board Member
- Seat 5 – Board Member

If the Board chooses not to rotate officers, nominations for all officers and seats 4 and 5 will be taken and voted upon in accordance with Robert's Rules of Order.

TO SUPPORT 2022-2023 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-2023 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2022-2023 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

TO SUPPORT 2022-2023 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the district; implement a fiscal plan to preserve the district resources; and plan for the district's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

INFORMATION REPORT NO. 1

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: **Board of Education School Site Assignments for 2023-2024**

Each year, members of the Board of Education are assigned to various schools. There are two Board representatives at each high school and middle school. This report provides an opportunity for the Board to review the assignments, modify as necessary, for final determination.

Board Member	School Sites	Board Member	School Sites
Jennifer Freemon ↓	Crescenta Valley High Daily High/Verdugo Academy Rosemont Middle La Crescenta Elementary Mountain Avenue Elementary Edison Elementary Muir Elementary College View – FACTS - Cloud Preschool	Shant Sahakian ↓	Glendale High Clark Magnet High Toll Middle Roosevelt Middle Columbus Elementary Dunsmore Elementary Glenoaks Elementary Mann Elementary
Nayiri Nahabedian ↓	Hoover High Daily High/Verdugo Academy Wilson Middle Balboa Elementary Cerritos Elementary Franklin Elementary Valley View Elementary College View – FACTS -Cloud Preschool	Kathleen Cross ↓	Glendale High Crescenta Valley High Rosemont Middle Toll Middle R.D. White Elementary Marshall Elementary Lincoln Elementary Fremont Elementary
Ingrid Gunnell ↓	Hoover High Clark Magnet High Wilson Middle Roosevelt Middle Jefferson Elementary Keppel Elementary Verdugo Woodlands Elementary Monte Vista Elementary		Board of Education Jennifer Freemon Shant Sahakian Ingrid Gunnell Kathleen Cross Nayiri Nahabedian

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

INFORMATION REPORT NO. 2

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED IN: Superintendent's Office

SUBJECT: **2023-2024 Board Priorities**

Each year, as part of the overall planning process, the Board of Education establishes annual priorities that identify major focus areas for the District. Current Board Priorities, as listed below, have been aligned with the District's Local Control Accountability Plan (LCAP). This report is being presented for the Board of Education to begin the discussion in determining its priorities for 2023-2024.

2022-2023 BOARD PRIORITIES

Overview

For many years, this Board, as part of establishing its yearly priorities, has affirmed its commitment to the essential priorities of improving student achievement and maintaining a safe learning environment. The Board recognizes that improving student achievement is a comprehensive TK-12 effort, which encompasses all student groups and subject areas, and that maintaining a safe, orderly learning environment is critical to student success.

Maximize Student Achievement

- Close the digital and equity gap
- Offer robust in-person and independent study learning programs
- Accelerate learning and improve attendance and engagement

Foster a Positive Culture of Learning

- Ensure equitable teaching and learning opportunities led by excellence
- Support culturally relevant curriculum that emphasizes inclusion
- Increase school connectedness for students, parents, and families

Ensure the Health and Safety of Students and Employees

- Strengthen mental health support and programs
- Ensure best practices for safe and healthy learning environments
- Support physical, social, and emotional wellbeing

Maintain District Financial Responsibility

- Ensure the fiscal health of the District
- Implement a fiscal plan to preserve the District resources
- Plan for the District's future educational and facility needs

Once the Board establishes its priorities for 2023-2024, these priorities, which are done in conjunction with the Local Control Accountability Plan goals, will guide districtwide and individual school improvement efforts.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

INFORMATION REPORT NO. 3

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: **Proposed Revisions to Board Policy 9323 Related to Meeting Conduct**

This report provides an opportunity for the Board of Education to review revisions to Board Policy 9323. This includes language that clarifies the process for speaking during Public Comment, as well as clarification on recording policies and prohibited items.

Upon approval, this policy will be presented to the Board of Education for final action at its meeting on August 8, 2023. A copy of the proposed revised policy is attached to this memo.

Meeting Conduct

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

Parliamentary Procedure

The Board will ordinarily use Roberts Rules of Order (latest revised edition) to govern the conduct of Board meetings subject to the following:

- Rules and procedures adopted by the Board in conflict with Roberts Rules of Order shall take precedence.
- Any laws or regulations of the State of California in conflict with Roberts Rules of Order shall take precedence.
- The Chair may make such exceptions as appear necessary to facilitate the orderly conduct of business. Any ruling of the Chair is subject to approval of the Board.

The Board of Education shall act by majority vote of its membership. Presiding Officer has full privileges of the body.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

Provided the Board typically has five members and there are no more than two vacancies on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Meeting Conduct

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.

In order to conduct District business in a safe and orderly manner, the dais area is prohibited to the public. The stairs that lead to the dais area must be kept clear at all times. Additionally, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2). Speakers requesting to add media presentations (i.e. videos, photos, PowerPoints, etc.) to their public comments, must submit the media presentation to the Public Information Office by 4 p.m. the day before a board meeting. The District has the right to deny the request, if deemed inappropriate. Speakers must conclude presentation within the three ~~five~~ minute-time allowance; no extension of time will be granted.
3. Without taking action, Board members or District staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

Meeting Conduct

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3).
5. ~~A person wishing to be heard by the Board shall complete and submit a public comment card. Public comment cards must be submitted prior to the start time of the meeting. Once the meeting begins, the Board shall not accept any additional public comment cards. Public comment cards will be available for speakers to complete starting one hour before the start of the meeting.~~

~~Any person who has timely submitted a comment card shall be given the opportunity to speak subject to the limitations set forth below. All persons must be recognized by the president and shall then proceed to comment as briefly as the subject permits.~~

~~The Board will limit the total time for public comment on agenda and nonagenda items, within the subject matter jurisdiction of the Board, to 60 minutes. The Board shall further limit the total time for public input on each item to 20 minutes. In general, individual speakers will be allowed three ~~five~~ minutes to address the Board. If the number of speakers on any specific item will exceed the 20 minutes allotted for that item or if the total number of speakers will exceed the 60 minutes, the Board President may reduce each speaker's allotted time to accommodate more speakers. The microphone will be turned off when the time limit has been reached. However,~~ In exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input. ~~and/or the time allotted for each speaker.~~ Any such adjustments to the total time of public comment or to the individual speaker time shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint. A speaker's allotted time cannot be deferred to another speaker.

A member of the public shall only be permitted to submit one public comment at each meeting.

Speakers whose comments do not relate to the topic that the speaker indicated are subject to having the microphone turned off at the direction of the presiding officer and forfeiting the right to speak at the remainder of that day's meetings.

Meeting Conduct

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
 - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
 - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)
 - c. The Board shall not prohibit public criticism of District employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.
7. The Board president shall not permit actual disruption of Board meetings. Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board and remove the individual from the meeting.

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

Meeting Conduct

True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

Recording by the Public

Members of the public may record an open Board meeting using an handheld audio or video recorder, handheld still or motion picture camera, cell phone, or other handheld device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. Members of the public are prohibited from bringing selfie sticks (hand-held extension poles for cameras and mobile devices), folding tripods, and monopods into the Board meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6.)

Prohibited Items

For safety and security reasons and to ensure that visibility is not disrupted for staff and attendees, members of the public are not permitted to bring flags, signage, placards, posters, banners, and/or other objects that could be disruptive or used as weapons to Board meetings. This prohibition applies to handheld flags, signs, placards, posters or banners as well as those items mounted on sticks or poles.

To avoid disruption and maintain decorum, all noisemakers are prohibited from Board meetings.

Meeting Conduct

Legal Reference: Education Code, Sections 5095; 32210; 35010; 35145.5; 35163; 35164;
35165
Election Code, Section 18430
Code of Civil Procedure, Section 527.8
Government Code, Sections 54953.3; 54953.5; 54953.6; 54954.2;
54954.3; 54957; 54957.9; 54957.95
Penal Code, Section 403

Policy Adopted: 12/04/1956

Policy Amended: 09/29/1960; 7/01/1969; 11/18/1969; 11/20/1973; 01/18/1977;
03/19/1985; 04/16/1985; 11/05/1996; 03/16/1999; 06/24/2003;
12/12/2017; 11/19/2019; 02/07/2023; 05/02/2023; 6/16/2023

Formerly BP 9444, BP 9445, BP 9446, & BP 9450

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

INFORMATION REPORT NO. 4

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

SUBJECT: **Back to School/Open House/Graduation/Promotion Schedule
for the 2023-2024 School Year**

This report informs the Board of Education of the Back to School, Open House, Graduation/Promotion schedules for all the schools in the Glendale Unified School District for the 2023-2024 school year. Dates shown in this report are subject to change due to varying circumstances. The Board of Education and the public will be informed of any changes as they become known.

School	Back to School Night	Open House	Graduation/ Promotion
<u>MIDDLE SCHOOLS</u>			
Roosevelt	September 7, 2023	April 11, 2024	June 5, 2024
Rosemont	August 31, 2023	March 14, 2024	June 5, 2024
Toll	September 7, 2023	March 14, 2024	June 5, 2024
Wilson	August 24, 2023	March 14, 2024	June 5, 2024
<u>HIGH SCHOOLS</u>			
Clark Magnet	August 31, 2023	January 20, 2024	June 5, 2024
Crescenta Valley	September 7, 2023	March 7, 2024	June 5, 2024
Daily/Verdugo Academy	September 7, 2023	May 2, 2024	June 5, 2024
Glendale	August 31, 2023	April 4, 2024	June 5, 2024
Hoover	August 31, 2023	February 15, 2024	June 5, 2024
FACTS	September 19, 2023	April 9, 2024	June 7, 2024

School	Back to School Night	Open House	Graduation/ Promotion
<u>ELEMENTARY SCHOOLS</u>			
Balboa	August 30, 2023	May 23, 2024	June 4, 2024
Cerritos	August 17, 2023	March 14, 2024	June 4, 2024
Columbus	September 6, 2023	May 23, 2024	June 4, 2024
Dunsmore	August 30, 2023	May 23, 2024	June 4, 2024
Edison	August 24, 2023	April 18, 2024	June 3, 2024
Franklin	September 14, 2023	May 23, 2024	June 4, 2024
Fremont	August 17, 2023	May 23, 2024	June 4, 2024
Glenoaks	August 17, 2023	May 23, 2024	June 4, 2024
Jefferson	August 24, 2023	April 18, 2024	June 5, 2024
Keppel	August 24, 2023	May 2, 2024	June 4, 2024
La Crescenta	August 24, 2023	May 16, 2024	June 4, 2024
Lincoln	August 15, 2023 (TK) August 24, 2023 (K-6)	May 23, 2024	June 4, 2024
Mann	August 22, 2023	May 16, 2024	June 3, 2024
Marshall	August 23, 2023	May 23, 2024	June 4, 2024
Monte Vista	August 24, 2023	May 16, 2024	June 4, 2024
Mountain Avenue	August 24, 2023	May 23, 2024	June 4, 2024
Muir	August 24, 2023	May 16, 2024	May 30, 2024
Valley View	August 24, 2023	May 2, 2024	June 5, 2024
Verdugo Woodlands	September 13, 2023	May 16, 2024	June 4, 2024
R.D. White	September 7, 2023	May 16, 2024	June 4, 2024
College View	September 14, 2023	April 4, 2024	May 31, 2024
Cloud Preschool-CDCC	TBD	TBD	TBD
Cloud Preschool Special Education	September 14, 2023	May 9, 2024	TBD
Pacific Preschool	September 12, 2023	March 12, 2024	June 6, 2024

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

INFORMATION REPORT NO. 5

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBJECT: ACKNOWLEDGEMENTS OF SERVICE

The resignations and retirements of the following employees have been accepted by the Chief Human Resources and Operations Officer/Director of Classified Personnel, as effective and final per Board Policies 4117.1/4217.1/4317.1 and 4117.2/4217.2/4317.2, and are being reported to the Board of Education as information only no action required:

Resignations:

1. Felix, Jen Kristel Effective 6/08/23
Language, Speech & Hearing Specialist
Probationary, 1st year
Foothill SELPA
2. Flores-Gallegos, Liset Effective 7/17/23
Behavior Intervention Assistant
Special Education Department
3. Hannan, Ethel Connor Effective 7/18/23
English & ELD Teacher
Roosevelt Middle School
4. Leufroy, Tara Effective 7/01/23
Psychologist
Special Education
5. Luu, Cuong Effective 6/29/23
Science Teacher
Crescenta Valley High School

Resignations – Continued

- | | | |
|----|--|-------------------|
| 6. | Mina, Crystal A.
Psychologist, Probationary, 2 nd year
Special Education | Effective 6/30/23 |
| 7. | Nasr, Nancy
Teacher Specialist, Probationary, 1 st year
Teaching & Learning | Effective 6/30/23 |
| 8. | Villegas, Elvia
Math Teacher
Roosevelt Middle School | Effective 7/17/23 |
| 9. | Yi, Joseph
Assistant Principal
Crescenta Valley High School | Effective 6/30/23 |

Retirements:

- | | | |
|----|---|--|
| 1. | Bohn, Jeffrey
Facilities Project Manager
Planning & Development | Effective 7/29/23
9 years, 4 months of service |
| 2. | Ekchian, Vivian
Superintendent
Superintendent's Office | Effective 7/01/23
4 years of service |
| 3. | Valencia, Nora
Custodian I
PAEC | Effective 9/01/23
26 years, 7 months of service |

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 1 – **REVISED JULY 11, 2023**

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
PREPARED BY: Santhasundari Rajiv, Chief Financial Officer
SUBJECT: **Resolution Numbers 1-8 and 10 – Signature Authorizations and Re-adoption of Board Policies**

The Interim Superintendent recommends that the Board of Education adopt Resolutions No. 1, 2, 3, 4, 5, 6, 7, 8, and 10, and approve the signature authorizations and readopt the Board Policies from July 12, 2023 to June 30, 2024. **Resolution No. 10 is being added as it is required by Los Angeles County Office of Education to approve purchase orders.**

- Resolution No. 1 Authorizing the Superintendent and Secretary to the Board, and the Superintendent’s designee to execute documents for the Board
- Resolution No. 2 Authorizing certain administrators to sign warrants and checks on various accounts
- Resolution No. 3 Authorizing the establishment of a Revolving Cash Fund in the amount of \$70,000 and authorizing the chief accounting officer of the District to make expenditures therefrom
- Resolution No. 4 Authorizing the Executive Director of Special Education, Director of Special Education, and the Coordinator III of Special Education to sign various Special Education contract documents on behalf of the District
- Resolution No. 5 Authorizing certain administrators or designees to have Voucher Approval Rights on the County “BEST” System
- Resolution No. 6 Readopting Board of Education Policies and Bylaws
- Resolution No. 7 Authorizing the Superintendent or their designee to sign for payment of items under \$75,000 related to Los Angeles County Office of Education (LACOE) contracts, student teaching, nursing, counseling intern, Special Education transportation, settlement agreements, and field trips without Board approval
- Resolution No. 8 Authorizing the Chief Human Resources and Operations Officer and the Executive Director of Human Resources to sign employment contracts
- Resolution No. 10 Authorizing the Director of Procurement and Contract Services to have purchase order approval rights

RESOLUTION NO. 1

A RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY AUTHORIZING THE SUPERINTENDENT AND SECRETARY TO THE BOARD, AND THE SUPERINTENDENT'S DESIGNEE TO EXECUTE DOCUMENTS FOR THE BOARD

BE IT RESOLVED, by the Board of Education of the Glendale Unified School District of Los Angeles County, that the Superintendent of Schools, the Secretary to the Board, and the Superintendent's Designee (Chief Financial Officer, Assistant Superintendent of Educational Services, Chief Human Resources and Operations Officer, and Chief Counsel and Business Operations Officer) be authorized to execute in the name of the Board all contracts, documents, papers, and oaths, including service reports, previously authorized and approved by official Board action during the period July 12, 2023 to June 30, 2024.

I HEREBY CERTIFY that the above resolution was approved and adopted by the Board of Education of the Glendale Unified School District at a regular meeting held on the 11th day of July 2023.

BOARD OF EDUCATION
GLENDALE UNIFIED SCHOOL DISTRICT

Clerk, Board of Education

RESOLUTION NO. 2

A RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE
UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY AUTHORIZING
CERTAIN ADMINISTRATORS OR DESIGNEES TO SIGN WARRANTS

BE IT RESOLVED by the Board of Education of the Glendale Unified School District of Los Angeles County that the following administrators be authorized to sign warrants and checks on various accounts for the Glendale Unified School District during the period July 12, 2023 to June 30, 2024.

Darneika Watson, Interim Superintendent
and/or

Santhasundari Rajiv, Chief Financial Officer;
and/or

Kelly King, Assistant Superintendent, Educational Services
and/or

Karineh Savarani, Director, Financial Services

BE IT RESOLVED FURTHER that only one signature be required on each warrant.

I HEREBY CERTIFY that the above resolution was approved and adopted by the Board of Education of the Glendale Unified School District at a regular meeting held on the 11th day of July 2023.

BOARD OF EDUCATION
GLENDALE UNIFIED SCHOOL DISTRICT

Clerk, Board of Education

RESOLUTION NO. 3

A RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY AUTHORIZING THE ESTABLISHMENT OF A REVOLVING CASH FUND IN THE AMOUNT OF \$70,000 AND AUTHORIZING THE CHIEF ACCOUNTING OFFICER OF THE DISTRICT TO MAKE EXPENDITURES THEREFROM

WHEREAS, Section 42800 of the Education Code of the State of California, provides for the establishing of a Revolving Cash Fund by the governing board of any school district for use of the chief accounting officer of such district; and,

WHEREAS, Karineh Savarani is the chief accounting officer of the Glendale Unified School District, and the amount needed for said Revolving Cash Fund is Seventy Thousand Dollars (\$70,000), which said sum is not more than two percent (2%) of the District's expenditures for the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Glendale Unified School District that, in accordance with all provisions of Section 42800 to Section 42805, inclusive, of the Education Code, a Revolving Cash Fund in the sum of Seventy Thousand Dollars (\$70,000) be established, and that Karineh Savarani be authorized to make expenditures therefrom for services or material;

BE IT FURTHER RESOLVED that if the County Superintendent of Schools approves the establishment of said Revolving Cash Fund, Karineh Savarani shall be bonded by a Public Employees Honesty Blanket Bond indemnifying the District against loss in accordance with Section 42802 of the Education Code.

It is recommended that the Board accept the following certification:

"I hereby accept responsibility for the Glendale Unified School District Revolving Fund without benefit of audit or closure."

Karineh Savarani, Director, Financial Services

I HEREBY CERTIFY that the above resolution was approved and adopted by the Board of Education of the Glendale Unified School District at a regular meeting held on the 11th day of July 2023.

BOARD OF EDUCATION
GLENDALE UNIFIED SCHOOL DISTRICT

Clerk, Board of Education

RESOLUTION NO. 4

A RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE
UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY AUTHORIZING
CERTAIN ADMINISTRATORS OR DESIGNEES TO SIGN VARIOUS
SPECIAL EDUCATION CONTRACT DOCUMENTS AND AGREEMENTS

BE IT RESOLVED by the Board of Education of the Glendale Unified School District of Los Angeles County that the following administrators be authorized to sign various Special Education contract documents and agreements for the Glendale Unified School District during the period July 12, 2023 to June 30, 2024.

Debra Rinder, Executive Director, Special Education;
and/or

Beatriz Bautista, Director, Special Education
and/or

William Gifford, Coordinator III, Special Education

BE IT RESOLVED FURTHER that only one signature be required on each document.

I HEREBY CERTIFY that the above is a true and exact copy of the resolution approved and adopted by the Board of Education of the Glendale Unified School District at a regular meeting held on the 11th day of July 2023.

BOARD OF EDUCATION
GLENDALE UNIFIED SCHOOL DISTRICT

Clerk, Board of Education

RESOLUTION NO. 5

A RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY AUTHORIZING CERTAIN ADMINISTRATORS TO HAVE VOUCHER APPROVAL RIGHTS ON THE COUNTY "BEST" SYSTEM

BE IT RESOLVED by the Board of Education of the Glendale Unified School District of Los Angeles County that the following administrators or designees be authorized to approve vouchers for the Glendale Unified School District during the period of July 12, 2023 to June 30, 2024.

Santhasundari Rajiv, Chief Financial Officer;
and/or

Karineh Savarani, Director, Financial Services
and/or

Designee, Teresa Miras, Assistant Director, Financial Services
and/or

Designee, Adrineh Khachikian, Accounting Technician

I HEREBY CERTIFY that the above resolution was approved and adopted by the Board of Education of the Glendale Unified School District at a regular meeting held on the 11th day of July 2023.

BOARD OF EDUCATION
GLENDALE UNIFIED SCHOOL DISTRICT

Clerk, Board of Education

RESOLUTION NO. 6

A RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY READOPTING POLICIES AND BYLAWS OF THE BOARD OF EDUCATION FOR THE PERIOD JULY 12, 2023 TO JUNE 30, 2024

BE IT RESOLVED by the Board of Education of the Glendale Unified School District of Los Angeles County that Policies and Bylaws of the Board of Education of the Glendale Unified School District be reconfirmed for the period of July 12, 2023 to June 30, 2024.

I HEREBY CERTIFY that the above is a true and exact copy of the resolution approved and adopted by the Board of Education of the Glendale Unified School District at a regular meeting held on the 11th day of July 2023.

BOARD OF EDUCATION
GLENDALE UNIFIED SCHOOL DISTRICT

Clerk, Board of Education

RESOLUTION NO. 7

A RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY AUTHORIZING THE SUPERINTENDENT OR HER DESIGNEE TO SIGN FOR PAYMENT OF ITEMS UNDER \$75,000 WITHOUT BOARD APPROVAL

BE IT RESOLVED, by the Board of Education of the Glendale Unified School District of Los Angeles County, that the Superintendent or their designee be authorized to sign for payment of items under \$75,000 related to Los Angeles County Office of Education (LACOE) contracts, student teaching, nursing, counseling intern, Special Education transportation, settlement agreements, and field trips without Board approval during the period of July 12, 2023 to June 30, 2024.

I HEREBY CERTIFY that the above resolution was approved and adopted by the Board of Education of the Glendale Unified School District at a regular meeting held on the 11th day of July 2023.

BOARD OF EDUCATION
GLENDALE UNIFIED SCHOOL DISTRICT

Clerk, Board of Education

RESOLUTION NO. 8

A RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY AUTHORIZING CHIEF HUMAN RESOURCES AND OPERATIONS OFFICER TO SIGN EMPLOYMENT CONTRACTS

BE IT RESOLVED, by the Board of Education of the Glendale Unified School District of Los Angeles County, that Dr. Darneika Watson, Chief Human Resources and Operations Officer, and Dr. Kyle Bruich, Executive Director of Human Resources be authorized to sign employment contracts, previously authorized and approved by official Board action during the period of July 12, 2023 to June 30, 2024.

I HEREBY CERTIFY that the above resolution was approved and adopted by the Board of Education of the Glendale Unified School District at a regular meeting held on the 11th day of July 2023.

BOARD OF EDUCATION
GLENDALE UNIFIED SCHOOL DISTRICT

Clerk, Board of Education

RESOLUTION NO. 10

A RESOLUTION OF THE BOARD OF EDUCATION OF THE GLENDALE UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY AUTHORIZING THE DIRECTOR OF PROCUREMENT AND CONTRACT SERVICES TO HAVE PURCHASE ORDER APPROVAL RIGHTS

BE IT RESOLVED by the Board of Education of the Glendale Unified School District of Los Angeles County that the Director of Procurement and Contract Services be authorized to approve Purchase Orders for the Glendale Unified School District during the period of July 12, 2023 to June 30, 2024.

Barbara Howard, Director, Procurement and Contract Services.

I HEREBY CERTIFY that the above resolution was approved and adopted by the Board of Education of the Glendale Unified School District at a regular meeting held on 11th day of July 2023.

BOARD OF EDUCATION
GLENDALE UNIFIED SCHOOL DISTRICT

Clerk, Board of Education

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 2

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer

SUBJECT: **Resolution No. 9 Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for Fiscal Years Ending June 30, 2023, 2024, 2025, and Authorizing Execution and Delivery of Related Documents and Actions**

The Interim Superintendent recommends that the Board of Education adopt Resolution No. 9 Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for Fiscal Years Ending June 30, 2023, 2024, and 2025, and authorizing execution and delivery of related documents and actions.

The Board has previously been provided information regarding participation in the California Statewide Delinquent Tax Finance Authority. The District was one of the original five founding members of this organization in May 2001, and to date has received over \$1.8 million in discretionary income.

Resolution No. 9 addresses in a formal manner the assignment of delinquent tax receivables to the Authority for the fiscal years ending June 30, 2023, 2024, 2025. It also authorizes the execution and delivery of related documents and actions.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

RESOLUTION NO. 9

RESOLUTION OF THE GOVERNING BOARD OF THE GLENDALE UNIFIED SCHOOL DISTRICT APPROVING ASSIGNMENT OF DELINQUENT TAX RECEIVABLES TO THE CALIFORNIA STATEWIDE DELINQUENT TAX FINANCE AUTHORITY FOR FISCAL YEARS ENDING JUNE 30 IN EACH OF THE YEARS 2023, 2024 AND 2025, AND AUTHORIZING EXECUTION AND DELIVERY OF RELATED DOCUMENTS AND ACTIONS

WHEREAS, under Section 6516.6(b) of the Government Code of the State of California (the "Law"), a school district, community college district or other local educational agency is authorized to sell and assign to a joint powers authority any or all of its right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by it or on its behalf for collection on the secured, unsecured, or supplemental property tax rolls, in accordance with such terms and conditions as are set forth in an agreement with the joint powers authority; and

WHEREAS, the California Statewide Delinquent Tax Finance Authority (the "Authority") has been formed as a joint powers authority for the purpose of purchasing delinquent *ad valorem* property taxes in accordance with Section 6516.6 of the Law upon terms and conditions which are acceptable to local educational agencies in Los Angeles County; and

WHEREAS, under the Law the amount of property tax receipts to be reported in a fiscal year for revenue limit purposes is equal to 100% of the local educational agency's allocable share of the taxes distributed to it for the fiscal year, and any additional amounts will not be reported and will be provided directly to the local educational agency; and

WHEREAS, the Authority has financed the purchase of tax receivables from the Glendale Unified School District (the "District") in prior fiscal years; and

WHEREAS, the Authority has requested the District to consider selling it certain delinquent tax receivables arising with respect to the fiscal years ending June 30 in each of the years 2023, 2024 and 2025 (collectively, the "Tax Receivables"), at a purchase price which is at least equal to 110.0% of the amount of Tax Receivables; and

WHEREAS, in order to provide funding for the purchase of the Tax Receivables, the Authority has made arrangements to issue and sell a certificate of participation for each fiscal year to a designee of Tower Capital Management, LLC, a Delaware limited liability company; and

WHEREAS, the Governing Board of the District (the "Board") wishes to take its action at this time approving the sale of the Tax Receivables to the Authority, and approving related documents and actions;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Glendale Unified School District as follows:

Section 1. Sale of Tax Receivables to Authority. The Board hereby approves and authorizes the sale of the Tax Receivables to the Authority, at a purchase price to be determined and approved by the Board of Directors of the Authority in each of the respective years covered by this Resolution.

Section 2. Approval of Purchase and Sale Agreements. The sale of Tax Receivables shall be accomplished under a Purchase and Sale Agreement (the "Purchase and Sale Agreement") between the District and the Authority, in substantially the form executed by the District in connection with previous sales of tax receivables to the Authority.

The Purchase and Sale Agreement is hereby approved in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof approved by the Superintendent or the Chief Business Officer of the District (each, an "Authorized Officer"). The Authorized Officers are individually authorized and directed to execute and deliver each such Purchase and Sale Agreement on behalf of the District, and the execution and delivery of each such Purchase and Sale Agreement by an Authorized Officer shall be conclusive evidence of the approval of any such changes and modifications. The Board hereby authorizes the delivery and performance of each of the Purchase and Sale Agreements.

Section 3. Official Actions. The Authorized Officers and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the sale of the Tax Receivables to the Authority and the other transactions described herein. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 4. Effective Date. This resolution shall take effect from and after the date of approval and adoption thereof.

PASSED AND ADOPTED this 11th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

Board President

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 3

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: **Appointment of Board Representative to the Los Angeles
County School Trustees Association (LACSTA)**

The Interim Superintendent recommends that the Board of Education designate its voting representative to LACSTA.

Each year, the Board of Education appoints an annual representative to the Los Angeles County School Trustees Association.

The role of the representative is as follows:

- Vote on all Association matters;
- Communicate between the Executive Board, the Association, and the local board; and
- Serve on the legislative committee primarily as a communication link, unless interested in a more active role.

This representative holds a separate position from that of the voting delegate for the annual county committee election. However, the same Board Member may serve in both voting roles. The LACSTA representative is currently held by Ms. Jennifer Freemon.

TO SUPPORT 2022-2023 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 4

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: **Appointment of Voting Representative to Elect Members to the County Committee on School District Organization**

The Interim Superintendent recommends that the Board of Education appoint one member as its voting representative to elect members to the Los Angeles County Committee on School District Organization.

At its annual organization meeting, the Board shall designate one of its members as its voting representative to elect the County Committee on School District Organization. The secretary shall notify the County Superintendent of Schools of the name of the representative selected by the Board. This meeting is normally held in October/November. Mr. Shant Sahakian is the current representative.

TO SUPPORT 2022-2023 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 5

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer

PREPARED BY: Barbara Howard, Director, Procurement & Contract Services

SUBJECT: **Award of Bid Nos FS 1-23/24 & FS 2-23/24 for Snack and Beverage Machines Operation/Services for a three (3) Year Term**

The Interim Superintendent recommends the Board of Education approve the award of Bid No. FS 1-23/24 and FS 2-23/24 to Grand G & G, Inc. (Commerce) for Snack and Beverage Vending Machine Operations and Services for a three (3) year term.

In accordance with established procedures, Procurement & Contract Services completed the solicitation of bids for Vending Machines Operation and Services. A Bid Conference was conducted on April 12, 2023 and two (2) vendors participated. The District received and opened two (2) sealed bids on April 27, 2023 as outlined below:

FS 1 & 2	Grand G&G		Intellivand Inc.	
	Sign-On Bonus	Guaranteed Annual Amt.	Sign-On Bonus	Guaranteed Annual Amt.
All School Sites				
FS 1 - Snack Machines	\$ 3,350	\$ 29,820	\$ 2,750	\$ 4,950
FS 2 - Beverage Machine	\$ 3,350	\$ 8,365	\$ 2,750	\$ 4,950
TOTAL	\$ 6,700	\$ 38,185	\$ 5,500	\$ 9,900

Therefore, it is the recommendation of staff that the Board of Education approve the award of Bid Nos. FS 1-23/24 and FS 23-23/24 to Grand G & G, Inc. (Commerce) for Snack and Beverage Vending Machine operation and services. Commission rate is 18% less sales tax/CRV where applicable.

The term of the contract is effective July 12, 2023 thru July 11, 2026. In accordance with provisions contained in Ed Code 39803(a) this contract may be extended annually upon mutual written consent of the District and Contractor for an additional two (2) years for a total of five (5) years. Requests for Extensions should be in writing ninety (90) days prior to expiration of existing contract.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 6

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Deidre Corwin, Director, Child Development and Child Care

SUBJECT: **Ratification of Service Agreement with ChildCare Careers, LLC dba The Education Team**

The Interim Superintendent recommends that the Board of Education ratify the approval of a Service Agreement between Glendale Unified School District and ChildCare Careers, LLC dba The Education Team and to provide substitute personnel support to the Child Development and Child Care (CDCC) program in the 2023-2024 school year.

ChildCare Careers and The Education Team (CCC/TET) provides support to the Child Development and Child Care (CDCC) program by providing substitutes for CDCC teachers and assistants who are absent, as well as, when there is a need based on adult to student ratios. CCC/TET provides substitutes for the following CDCC programs:

- Substitute Yard Duty Leaders
- Expanded Learning Opportunities Program
- After School Education and Safety
- State Pre-School (Half-day program)
- Subsidized Childcare for School-Aged Students
- California State Preschool Programs (Full-day program)
- School-Age Private Pay Programs

This Service Agreement is retroactively in effect beginning July 1, 2023, through June 30, 2024, and will be reviewed for renewal annually. This Agreement may be terminated by either party at any time. Pay schedules are attached.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.



ChildCare Careers
THE SOURCE FOR CHILD CARE STAFFING

Service Agreement

NOTE: SIGNING THIS AGREEMENT DOES NOT OBLIGATE YOU TO USE OUR SERVICES.

This agreement is entered into by and between **ChildCare Careers, LLC** (hereafter "CCC") and "Customer" (named below). CCC and Customer agree as follows:

1. A four (4) hour minimum service commitment each day is required for each employee requested from CCC. Customer will pay for services under four (4) hours at the four (4) hour minimum fee.
2. Customer will pay the four (4) hour minimum if a request for service from CCC is cancelled within the 24 hours prior to the designated time of service. Any request for cancellation will be effective only if communicated to the **ChildCare Careers office**. Notice to the temporary personnel is not adequate.
3. Customer will verify and approve the daily hours worked by means of an authorized signature if using a paper timecard or by use of a password if using online timecards. CCC will invoice Customer based on the verified and approved time worked and Customer agrees to pay said invoices.
4. Customer will promptly pay all invoices for services rendered according to the then current CCC fee schedule as billed on a weekly basis. Overtime will be billed and paid at time and a half. If an invoice is not paid within 30 days of the invoice date then Customer will pay a late payment fee of 5% of the invoice amount plus a finance charge equal to the lesser of 1.5% per month or the maximum legal rate.
5. Customer will instruct and supervise the CCC employee with respect to his/her responsibilities and compliance with the procedures and policies of Customer. Customer will not ask or authorize CCC employee to operate any motor vehicles or administer any medication. Customer represents, warrants and agrees that Customer is, and at all times during the term of this agreement will be, in compliance with all governmental laws, rules, ordinances and regulations applicable to Customer and its business.
6. Customer acknowledges that CCC has incurred considerable expense in the recruitment, screening, and training of its employees and suffers a material economic loss when they are no longer available for assignments. Should Customer hire, or in any way utilize the services of (except through CCC), a current or former CCC employee introduced to Customer by CCC (a "Candidate") within one (1) year of the Candidate's last assignment at any Customer location, then Customer will pay CCC a placement fee according to CCC's then current fee schedule. Customer will notify CCC in writing and pay the placement fee prior to hiring a Candidate or utilizing a Candidate's services in any way except through CCC. Customer agrees that the placement fee shall be doubled if Customer fails to provide written notice prior to hiring. An employee's resignation from CCC does not relieve Customer of the obligation to pay the placement fee. Placement fees are non-refundable regardless of the duration of Candidate's employment with Customer.
7. In any action or proceeding involving a dispute between CCC and Customer arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees. This agreement shall be binding on the successors and assigns of the parties. This agreement may be amended only by a written agreement signed by the parties. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this agreement shall be deemed accepted by CCC, and a binding agreement created between CCC and Customer on the terms set forth herein, upon CCC providing its employees to Customer.

Entity Name (Customer): _____
Full Legal Name of Entity (Name of Corporation, LLC, or Partnership. NOT the trade name of the school.)

By: _____
Signature

Title: _____

Print Name: _____
Authorized Representative of Customer (Print Name)

Date: _____



ChildCare Careers

THE SOURCE FOR CHILD CARE STAFFING

Corporate Office: 2000 Sierra Point Pkwy, Suite 702 • Brisbane, CA • 94005

Orders: (877) 222-6070 • Inquiries: (877) 888-4173

Los Angeles County Price List

***** Effective July 1, 2023 *****

Employee Category	Minimum Qualifications	Hourly Rates	
		6 or More Hours/Day	Less than 6 Hours/Day
• Teacher's Aide	• 0 to 5 ECE units	29.95	30.95
• Assistant Teacher	• 6-11 ECE units OR • Assistant Teacher Permit*	31.95	32.95
• Experienced Teacher	• 12+ ECE units OR • Associate Teacher Permit*	32.95	33.95
• Teacher Permit (No degree)	• Teacher Permit*	33.95	34.95
• AA Degree	• AA Degree (in any field) AND • Teacher Permit* or higher	34.95	35.95
• BA Degree	• BA Degree or higher (in any field) AND • Teacher Permit* or higher	35.95	36.95

* Permits refer to Child Development Permits from the California Commission on Teacher Credentialing

NOTE: Prices include all payroll taxes, workers' compensation costs, benefits costs, liability insurance costs (including general, professional, employment practices and sexual misconduct liability), recruitment costs, and HR/administrative costs. There are no additional fees or taxes of any kind.



Service Agreement

THE EDUCATION
TEAM

NOTE: SIGNING THIS AGREEMENT DOES NOT OBLIGATE YOU TO USE OUR SERVICES.

This agreement is entered into by and between **ChildCare Careers, LLC dba The Education Team** (hereafter "TET") and "Customer" (named below). TET and Customer agree as follows:

1. A four (4) hour minimum service commitment each day is required for each employee requested from TET. Customer will pay for services under four (4) hours at the four (4) hour minimum fee.
2. Customer will pay the four (4) hour minimum if a request for service from TET is cancelled within the 24 hours prior to the designated time of service. Any request for cancellation will be effective only if communicated to **The Education Team office**. Notice to the temporary personnel is not adequate.
3. Customer will verify and approve the daily hours worked by means of an authorized signature if using a paper timecard or by use of a password if using online timecards. TET will invoice Customer based on the verified and approved time worked and Customer agrees to pay said invoices.
4. Customer will promptly pay all invoices for services rendered according to the then current TET fee schedule as billed on a weekly basis. Overtime will be billed and paid at time and a half. If an invoice is not paid within 30 days of the invoice date then Customer will pay a late payment fee of 5% of the invoice amount plus a finance charge equal to the lesser of 1.5% per month or the maximum legal rate.
5. Customer will instruct and supervise the TET employee with respect to his/her responsibilities and compliance with the procedures and policies of Customer. Customer will not ask or authorize TET employee to operate any motor vehicles or administer any medication. Customer represents, warrants and agrees that Customer is, and at all times during the term of this agreement will be, in compliance with all governmental laws, rules, ordinances and regulations applicable to Customer and its business.
6. Customer acknowledges that TET has incurred considerable expense in the recruitment, screening, and training of its employees and suffers a material economic loss when they are no longer available for assignments. Should Customer hire, or in any way utilize the services of (except through TET), a current or former TET employee introduced to Customer by TET (a "Candidate") within one (1) year of the Candidate's last assignment at any Customer location, then Customer will pay TET a placement fee according to TET's then current fee schedule. Customer will notify TET in writing and pay the placement fee prior to hiring a Candidate or utilizing a Candidate's services in any way except through TET. Customer agrees that the placement fee shall be doubled if Customer fails to provide written notice prior to hiring. An employee's resignation from TET does not relieve Customer of the obligation to pay the placement fee. Placement fees are non-refundable regardless of the duration of Candidate's employment with Customer.
7. In any action or proceeding involving a dispute between TET and Customer arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees. This agreement shall be binding on the successors and assigns of the parties. This agreement may be amended only by a written agreement signed by the parties. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this agreement shall be deemed accepted by TET, and a binding agreement created between TET and Customer on the terms set forth herein, upon TET providing its employees to Customer.

Customer Name: _____
Full Legal Name of Entity

By: _____ Title: _____
Signature

Print Name: _____ Date: _____
Authorized Representative of Customer (Print Name)



THE EDUCATION TEAM

Corporate Office: 3440 Wilshire Blvd, Suite 1111 • Los Angeles, CA • 90010
Orders: (855) 898-2929 • Inquiries: (213) 986-4718

Greater Los Angeles Price List

***** Effective July 1, 2023 *****

Employee Category	Minimum Qualifications	Hourly Rate
• After School Teacher	• 48 semester units in any courses OR • AA Degree in any subject	29.95
• Degree Only <small>*Teacher Assistant / Para Educator</small>	• Bachelor's Degree in any subject	35.95
• Degree & CBEST	• Bachelor's Degree or higher <i>and</i> • CBEST or CSET	38.95
• 30-Day Sub Permit	• Bachelor's Degree or higher <i>and</i> • 30-Day Substitute Teacher Permit	40.95
• Multi-Subject	• CTC issued Multiple Subject Credential	42.95
• Single-Subject Credential	• CTC issued Single Subject Credential	44.95
• Special Education Credential	• CTC issued Special Education Credential	63.95

Long-term assignments over one week in duration involving lesson planning or grading will incur a \$25 per day surcharge on each day commencing with day six.

NOTE: Prices include all payroll taxes, workers' compensation costs, benefits costs, liability insurance costs (including general, professional, employment practices and sexual misconduct liability), recruitment costs, and HR/administrative costs. There are no additional fees or taxes of any kind.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 7

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Deidre Corwin, Director, Child Development and Child Care

SUBJECT: **Acceptance of Supplemental Allocation for the California State
Preschool Program**

The Interim Superintendent recommends that the Board of Education approve the one-time supplemental allocation of funds for the California State Preschool Program (CSPP) in the amount of \$661,072.

This funding is a one-time allocation by the California Department of Education (CDE) pursuant to Assembly Bill (AB) 131 and AB 185 to address inequalities between the standard reimbursement rate and the regional market rate ceiling for California State Preschool Program (CSPP) contractors.

The CDE and the California Department of Social Services established a methodology for distributing these funds to all childcare and State preschool program contractors. Based on October 2021 enrollment data, the CDE allocated rate supplements to fund the difference between the State preschool program reimbursement rates as of January 1, 2022, and reimbursement rates equivalent to the 85th percentile of the 2018 regional market rate (RMR) Survey preschool rate. Allocation of these funds was dependent upon successful completion of the American Rescue Plan Act (ARPA) survey. Supplement funds may be used for any expense that is reimbursable under the CSPP contract.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to reserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 8

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Deidre Corwin, Director, Child Development and Child Care

SUBJECT: **Approval of Services Agreement Between Glendale Unified School District and Rhythms of Life, LLC for the DrumBus Program at Child Development and Child Care Program Sites for 2023-2024**

The Interim Superintendent recommends that the Board of Education approve the Services Agreement with between Glendale Unified School District and Rhythms of Life, LLC in the amount of \$73,410 to provide the DrumBus group-drumming program at six Child Development and Child Care sites during the 2023-2024 school year.

Rhythms of Life, LLC will provide the DrumBus group-drumming programs for six elementary school child care programs during the 2023-2024 school year. The cost of the pilot program, which includes staff training and an eight-week program at six schools is \$73,410.

The agreement is to be effective beginning August 14, 2023, through June 30, 2024.

Should the pilot program be successful, the possibility of expanding to twelve more school sites during the year may be considered.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

GLENDALE UNIFIED SCHOOL DISTRICT
223 North Jackson Street
Glendale, CA 91206
(818) 241-3111

SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") made and entered into by and between the Glendale Unified School District ("District"), a public entity, and Rhythms of Life, LLC, herein after referred to as ("Contractor").

The Parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement on or about August 14, 2023 and will diligently perform as required and complete performance by June 30, 2024

2. **Scope of Services**

Rhythms of Life, LLC (aka DrumBus) will provide group-drumming programs at 6 child care programs for GUSD with the potential to expand to 12 additional sites during the school year.

Contractor's specific program and services performed is described in "Scope of Work" attached hereto as Addendum A and fully incorporated herein.

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: Not to exceed \$73, 410.

Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

4. **Expenses**

District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District that are not specifically identified in Addendum B "Cost Proposal" and factored into the compensation paid by the District to the Contractor.

5. **Materials**

Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

6. **Independent Contractor**

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

details of the work, District being interested only in the results obtained.

7. Joint Employer

Neither Party shall be deemed a joint employer of the other Party's employees. Each Party shall indemnify the other Party from and against claims made by the indemnifying Party's employees that they are co-employed by the other Party. The indemnification requirements set forth in paragraph 11 shall be applicable to the indemnification obligations of each Party under this paragraph. Neither Party's employees will be deemed "leased" employees of the other for any purpose. In connection with this Agreement, each Party is an independent contractor and does not have any authority to bind or commit the other.

8. Contractor's Employee Processing

- (i) **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- (ii) **Fingerprinting and Criminal Background Check:** Contractor shall complete the background check requirements of California Education Code section 45125.1 for all of its employees who will be working on the District's school sites with students. The Contractor shall not staff the program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). The Contractor shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the program.
- (iii) **Tuberculosis Clearance:** Contractor will ensure that all of its employees who will be working on the District's school sites with students are determined to be free of active tuberculosis by a medical professional. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites are determined to be free of active tuberculosis.
- (iv) **COVID-19 Vaccination Status and Periodic Testing:** Contractor will ensure that all of its employees who will be working on the District's school sites with students have been fully vaccinated for COVID-19. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. Contractor further will require all of its employees who will be working on the District's school sites to participate in regular COVID-19 testing in compliance with the District's current testing protocols. Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their

test results to Contractor which upon receipt will immediately notify the District of the results.

9. Conduct on District Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the District's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the District's premises. The operation of vehicles by the Contractor's personnel on the District's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on the District's property and involving either Party's personnel shall be reported promptly to the appropriate Party. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the District's premises, Contractor's personnel shall wear and clearly display identification badges or tags, as approved by the District. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. Contractor's personnel should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

10. Anti-Discrimination

District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

11. Indemnification

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential

damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

12. Limitation of District Liability

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

13. Confidentiality

The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in District's or Client's possession without restriction as to use or disclosure before its receipt from the other Party; 3) is received from, or was made available to, a third Party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under this Agreement; 6) is disclosed with the prior written consent of the disclosing Party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the Party required to make the disclosure under the law shall give prompt notice of this to the other Party prior to such disclosure so that the other Party may seek an appropriate protective order or give its consent to such disclosure.

14. Insurance

The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

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

Contractor shall maintain Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- (i) A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."
- (ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.
- (iii) An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- (iv) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. Termination

- (i) **Without Cause by District:** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- (ii) **Without Cause by Contractor:** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- (iii) **With Cause by District:** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - a) Material violation of this Agreement by the Contractor;
 - b) Any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

16. Certificates/Permits/Licenses

Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. Delivery

Time of delivery of goods or services is of the essence in this Agreement. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.

///

18. Notice

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Santha Rajiv

Contractor:

Rhythms of Life, LLC
4842 E. Skycrest Circle
Salt Lake City, UT 84108
Phone: 801.243.6430

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

19. Assignment

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

20. No Rights in Third Parties

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. Integration/Entire Agreement of Parties

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.

22. Submittal of Documents

The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification (Attached as Exhibit A)
- Fingerprinting/Criminal Background Investigation Certification (Attached as Exhibit B)
- Insurance Certificates and Endorsements
- W-9 Form
- Non-collusion Declaration (Attached as Exhibit C)
- Tuberculosis Clearance (Attached as Exhibit D)
- COVID-19 Vaccination Clearance (Attached as Exhibit E)
- Governor Executive Order N-6-22 (Attached as Exhibit F)

23. 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, pandemic or epidemic, 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.

24. California Law

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

25. Waiver

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Severability

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

29. Attorneys' Fees and Costs

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.

30. Headings

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

31. Signature Authority

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

32. Counterparts

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

SIGNATURE PAGE

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

Company Name: Rhythms of Life, LLC

By: 
Signature

Mike Liston
Print Name

Founder / CEO
Title

Dated: 7/5, 2023

By: _____
Signature

Print Name

Title

Dated: _____, 20__

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

Information regarding Contractor:

License No.: _____

Address: 4842 E. Skycrest Circle
Salt Lake City, UT 84108

Employer Identification Number:
26-4461041

Telephone: 801.243.6430

Email: Mike@drumbus.com

- Type of Business Entity:
- Individual
 - Sole Proprietorship
 - Partnership
 - Limited Partnership
 - Corporation, State: _____
 - Limited Liability Company

Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Glendale Unified School District

By: _____
Signature

Dr. Kelly King

Print Name

Assistant Superintendent

Title

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Rhythms of Life, LLC (aka DrumBus) will provide group-drumming programs at 6 elementary after school programs in the Glendale Unified School District for a total of 48 days during the 2023/2024 school year, with the potential to expand to 12 additional sites.

The program involves 8 visits per school for 8 consecutive weeks. Each visit includes 3, 40-minute sessions with cluster of 20 students per session. Rhythms of Life, LLC will also provide 3 2-hour staff trainings. The first training will be on August 14, 2023.

ADDENDUM B

“Cost Proposal”

Payment to Vendor Includes:

- ▣ Daily: \$695/ day paid to Rhythms of Life an independent contractor. The district does not pay benefits, insurance, taxes, or holidays. 48 days = \$33,360**
- ▣ August Training: \$3,500, plus travel \$1,750 = \$5,250**
- ▣ Instruments: One classroom pack/ school; 20 drums and a variety of percussion instruments. \$5,800/ pack, which includes freight. 6 schools = \$34,800**
- ▣ Total investment to launch and complete 8 weeks at 6 sites: \$73,410**

Terms:

- ▣ Instruments: Net 30 from receipt of goods. Lead time 14 weeks from receipt of PO**
- ▣ August training: Net 30 from completion of training**
- ▣ Monthly programming: Rhythms of Life will submit monthly invoices with Net 30 terms**

EXHIBIT "A"

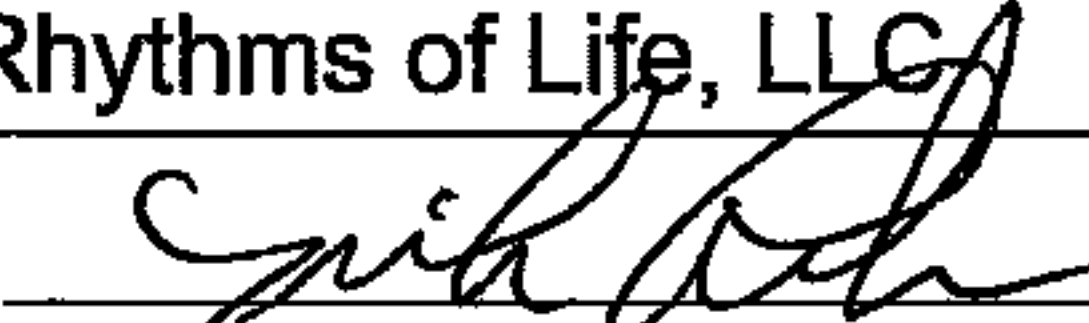
WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 2/5/2023
Name of Contractor: Rhythms of Life, LLC
Signature: 
Print Name and Title: Mike Liston, Founder/CEO

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of California Education Code section 45125.1 et seq.

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Professional Services ("Agreement").

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

- The Contractor qualifies for a project specific waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq. and approved by the District.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.
- The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]
- The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)]
Check all methods to be used:

- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ. Contractor **MUST** attach DOJ Originating Agency Identification Letter and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (*Fingerprint Certification List*).

- 3) Surveillance of all employees of the Contractor by OWNER AUTHORIZED REPRESENTATIVE.
- The services provided by the Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [Education Code section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

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

Date: 7/5/2023

Name of Contractor or Company: Rhythms of Life, LLC

Representative's Name and Title: Mike List, Founder/CEO Mike Liston

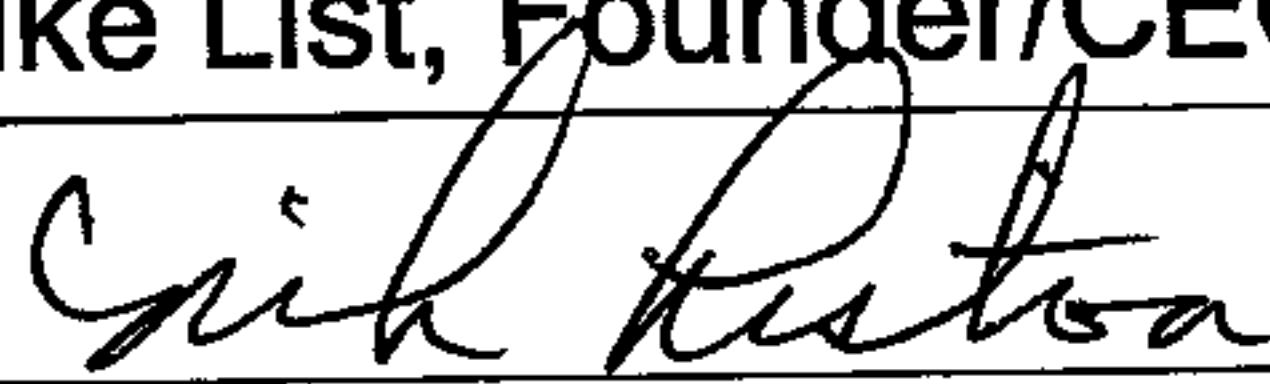
Signature: 

EXHIBIT "C"

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Code section 7106)

The undersigned declares:

I am the Founder/CEO of Rhythms of Life, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid 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, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 bidder.

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 July 5, 2023 [date], at Salt Lake [city], Utah [state].

7/5/2023



Signature

Mike Liston Mike Liston

Print Name

EXHIBIT "D"
TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Rhythms of Life, LLC ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- The Contractor has complied with the tuberculosis requirements of Education Code Section 49406 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the Contractor has verified that none of those employees have active tuberculosis. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or
- Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date:

2/15/2023

Name of Contractor:

Rhythms of Life, LLC

Signature:



Print Name and Title:

Mike Liston, Founder/CEO

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT


The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Rhythms of Life, LLC ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

COVID-19 Vaccination Status and Periodic Testing: Contractor will ensure that all of its employees who will be working on the District's school sites have been fully vaccinated for COVID-19. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. Contractor further will require all of its employees who will be working on the District's school sites to participate in regular COVID-19 testing in compliance with the District's current testing protocols. Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

Contractor's responsibility for COVID-19 clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Name of Contractor: Rhythms of Life, LLC

Signature: 

Print Name and Title: Mike Liston, Founder/CEO

Date: 7/5/2023

EXHIBIT "F"

GOVERNOR EXECUTIVE ORDER N-6-22

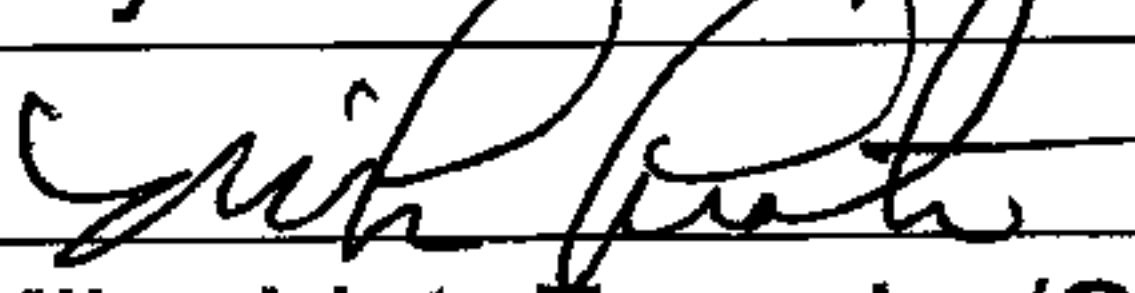
On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

Your Firm, if it enters into a contract with the District, must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, if the contract value of this procurement is \$5 million or more, please include in your Response the following:

(1) a statement that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Name of Contractor: Rhythms of Life, LLC
Signature: 
Print Name and Title: Mike List, Founder/CEO
Date: 2/5/2023

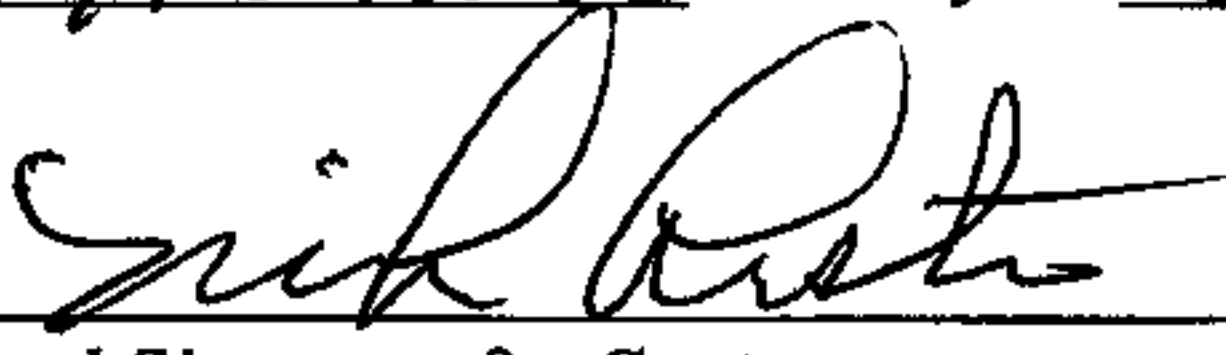
DEBARMENT AND SUSPENSION CERTIFICATION FORM
(Executive Order 12549 and 12689)

The Contractor certifies that neither the Contractor's firm or any owner, partner, director, officer, principal of the Contractor, or any person in a position with any responsibility for the administration of federal funds:

- Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal or State department/agency;
- Has within a three (3) year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or Local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in the paragraph above; or
- Has within a three (3) year period preceding this certification had one or more public transactions or contracts (federal, State, or Local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transaction by any Federal or State department/agency.

Dated this ^{5th} ~~7/5/2023~~ day of July, 20 23

By 
Authorized Signature for Contractor

Mike Liston, Founder/CEO

Printed Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 9

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Dr. Oscar Macias, Director, Equity, Access, and Family Engagement

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and Jernazian Psychotherapy, a Psychological Corporation**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Jernazian Psychotherapy, a Psychological Corporation, in the amount of \$60,000 to provide therapy services for students at Clark Magnet High School.

Glendale Unified School District has contracted with Jernazian Psychotherapy, a Psychological Corporation, to offer counseling and mental health support services for students at Clark Magnet High School. Services will be provided once per week, up to five hours per day.

The contract period runs from August 16, 2023, through June 5, 2024. The cost for the psychological support services will be paid by Clark Magnet Title I funds in the amount of \$60,000.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

1

GLENDALE UNIFIED SCHOOL DISTRICT

223 North Jackson Street

Glendale, CA 91206

(818) 241-3111

SERVICES AGREEMENT

CONTRACT JUN 16 2023 12:41

This Agreement for Professional Services ("Agreement") made and entered into by and between the Glendale Unified School District ("District"), a public entity, and Jernazian Psychotherapy, herein after referred to as ("Contractor").

The Parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement on or about August 16, 2023 and will diligently perform as required and complete performance by June 5, 2024

2. **Scope of Services**

Dr. Hayk Jernazian dba Jernazian Psychotherapy: A Psychological Corporation, will offer counseling and mental health support services for students at Clark Magnet High School. Dr. Jernazian will be on campus up to 5 hours per week to offer services to students.

Contractor's specific program and services performed is described in "Scope of Work" attached hereto as Addendum A and fully incorporated herein.

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: Not to exceed \$60,000.00

Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

4. **Expenses**

District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District that are not specifically identified in Addendum B "Cost Proposal" and factored into the compensation paid by the District to the Contractor.

5. **Materials**

Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

6. **Independent Contractor**

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

details of the work, District being interested only in the results obtained.

7. Joint Employer

Neither Party shall be deemed a joint employer of the other Party's-employees. Each Party shall indemnify the other Party from and against claims made by the indemnifying Party's employees that they are co-employed by the other Party. The indemnification requirements set forth in paragraph 11 shall be applicable to the indemnification obligations of each Party under this paragraph. Neither Party's employees will be deemed "leased" employees of the other for any purpose. In connection with this Agreement, each Party is an independent contractor and does not have any authority to bind or commit the other.

8. Contractor's Employee Processing

- (i) **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- (ii) **Fingerprinting and Criminal Background Check:** Contractor shall complete the background check requirements of California Education Code section 45125.1 for all of its employees who will be working on the District's school sites with students. The Contractor shall not staff the program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). The Contractor shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the program.
- (iii) **Tuberculosis Clearance:** Contractor will ensure that all of its employees who will be working on the District's school sites with students are determined to be free of active tuberculosis by a medical professional. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites are determined to be free of active tuberculosis.
- (iv) **COVID-19 Vaccination Status and Periodic Testing:** Contractor will ensure that all of its employees who will be working on the District's school sites with students have been fully vaccinated for COVID-19. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. Contractor further will require all of its employees who will be working on the District's school sites to participate in regular COVID-19 testing in compliance with the District's current testing protocols. Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their

test results to Contractor which upon receipt will immediately notify the District of the results.

9. Conduct on District Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the District's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the District's premises. The operation of vehicles by the Contractor's personnel on the District's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on the District's property and involving either Party's personnel shall be reported promptly to the appropriate Party. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the District's premises, Contractor's personnel shall wear and clearly display identification badges or tags, as approved by the District. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. Contractor's personnel should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

10. Anti-Discrimination

District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

11. Indemnification

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential

damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

12. Limitation of District Liability

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

13. Confidentiality

The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in District's or Client's possession without restriction as to use or disclosure before its receipt from the other Party; 3) is received from, or was made available to, a third Party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under this Agreement; 6) is disclosed with the prior written consent of the disclosing Party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the Party required to make the disclosure under the law shall give prompt notice of this to the other Party prior to such disclosure so that the other Party may seek an appropriate protective order or give its consent to such disclosure.

14. Insurance

The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

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

Contractor shall maintain Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- (i) A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."
- (ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.
- (iii) An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- (iv) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. Termination

- (i) **Without Cause by District:** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- (ii) **Without Cause by Contractor:** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- (iii) **With Cause by District:** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - a) Material violation of this Agreement by the Contractor;
 - b) Any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

16. Certificates/Permits/Licenses

Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. Delivery

Time of delivery of goods or services is of the essence in this Agreement. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.

///

18. Notice

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Dr. Kelly King

Contractor:

Jernazlan Psychotherapy, A Psychological Corporation
2930 Foothill Blvd.
La Crescenta, CA 91214

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

19. Assignment

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

20. No Rights in Third Parties

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. Integration/Entire Agreement of Parties

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.

22. Submittal of Documents

The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification (Attached as Exhibit A)
- Fingerprinting/Criminal Background Investigation Certification (Attached as Exhibit B)
- Insurance Certificates and Endorsements
- W-9 Form
- Non-collusion Declaration (Attached as Exhibit C)
- Tuberculosis Clearance (Attached as Exhibit D)
- COVID-19 Vaccination Clearance (Attached as Exhibit E)
- Governor Executive Order N-6-22 (Attached as Exhibit F)

23. 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, pandemic or epidemic, 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.

24. California Law

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

25. Waiver

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Severability

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

29. Attorneys' Fees and Costs

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.

30. Headings

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

31. Signature Authority

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

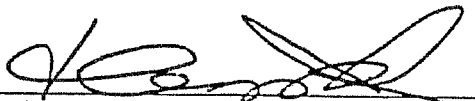
32. Counterparts

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

SIGNATURE PAGE

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

Company Name: Jernazian Psychotherapy: A Psychological Corporation

By: 
Signature

Dr. Hayk Jernazian
Clinical Psychologist
Title

Dr. Hayk Jernazian
Print Name

Dated: June 12th, 2023

By: _____
Signature

_____ Title

_____ Print Name

Dated: _____, 20__

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

Information regarding Contractor:

License No.:

PSY27085

Employer Identification Number:

Tax ID: 82-5096882

Address: 2930 Foothill Blvd.

Telephone: 818-395-8694

La Crescenta, CA 91214

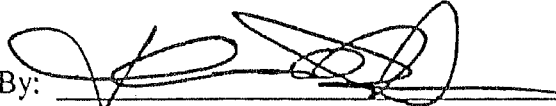
Email: drjernazian@gmail.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company

Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

By: 
Signature

Clinical Psychologist
Title

Dr. Hayk Jernazian, Psy.D
Print Name

Dated: June 12th, 2023

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Psychological support services for students at Clark Magnet High School. Contractor will provide services once per week, up to 5 hours per day, and will bill for services monthly.

ADDENDUM B

"Cost Proposal"

Services rendered at \$225 per hour on campus.

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

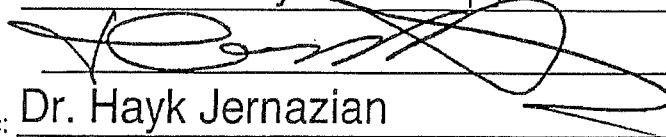
Date:

06/12/2023

Name of Contractor:

Jernazian Psychotherapy

Signature:



Print Name and Title:

Dr. Hayk Jernazian

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of California Education Code section 45125.1 et seq.

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Professional Services ("Agreement").

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

- The Contractor qualifies for a project specific waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq. and approved by the District.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.
- The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time or school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]
- The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)]
Check all methods to be used:
 - 1) Installation of a physical barrier at the worksite to limit contact with students
 - 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ. Contractor MUST attach DOJ Originating Agency Identification Letter and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (*Fingerprint Certification List*).

- 3) Surveillance of all employees of the Contractor by OWNER AUTHORIZED REPRESENTATIVE.
- The services provided by the Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [Education Code section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

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

Date:

06/12/2023

Name of Contractor or Company:

Jernazian Psychotherapy

Representative's Name and Title:

Dr. Hayk Jernazian

Signature:

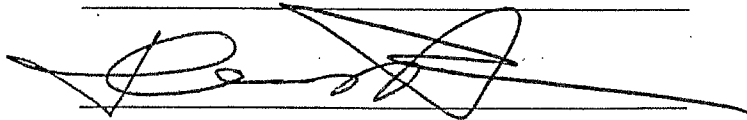


EXHIBIT "C"

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Code section 7106)

The undersigned declares:

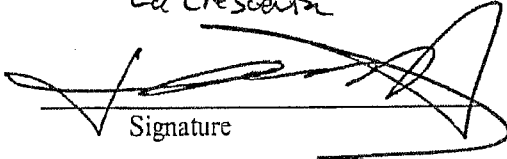
I am the Psychologist of Jernazian Psychotherapy, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid 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, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 bidder.

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 06/12/23 [date], at Glendale [city], CA [state].

Lu Crescena



Signature

Dr. Hayk Jernazian

Print Name

EXHIBIT "D"
TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Jernazian Psychotherapy ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- The Contractor has complied with the tuberculosis requirements of Education Code Section 49406 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the Contractor has verified that none of those employees have active tuberculosis. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or
- Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

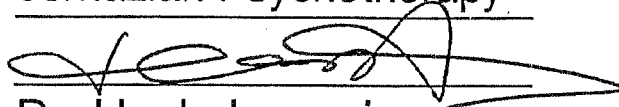
Date:

06/12/23

Name of Contractor:

Jernazian Psychotherapy

Signature:



Print Name and Title:

Dr. Hayk Jernazian

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALÉ UNIFIED SERVICES AGREEMENT

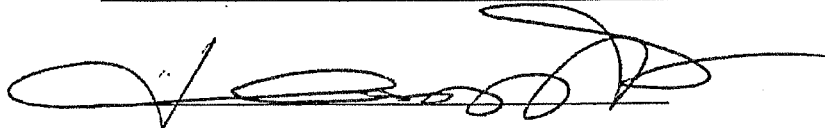
The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Jernazian Psychotherapy ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

COVID-19 Vaccination Status and Periodic Testing: Contractor will ensure that all of its employees who will be working on the District's school sites have been fully vaccinated for COVID-19. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. Contractor further will require all of its employees who will be working on the District's school sites to participate in regular COVID-19 testing in compliance with the District's current testing protocols. Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

Contractor's responsibility for COVID-19 clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Name of Contractor: Jernazian Psychotherapy

Signature: 

Print Name and Title: Dr. Hayk Jernazian

Date: 06/12/2023

EXHIBIT "F"

GOVERNOR EXECUTIVE ORDER N-6-22

On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

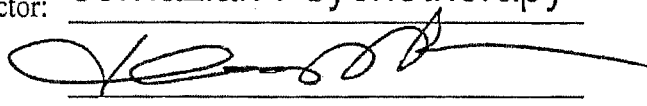
Your Firm, if it enters into a contract with the District, must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, if the contract value of this procurement is \$5 million or more, please include in your Response the following:

(1) a statement that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Name of Contractor: Jernazian Psychotherapy

Signature: 

Print Name and Title: Dr. Hayk Jernazian

Date: 06/12/2023

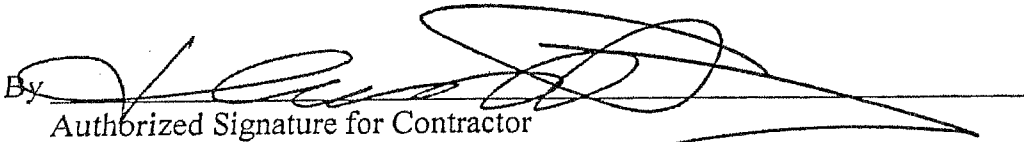
DEBARMENT AND SUSPENSION CERTIFICATION FORM
(Executive Order 12549 and 12689)

The Contractor certifies that neither the Contractor's firm or any owner, partner, director, officer, principal of the Contractor, or any person in a position with any responsibility for the administration of federal funds:

- Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal or State department/agency;
- Has within a three (3) year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or Local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in the paragraph above; or
- Has within a three (3) year period preceding this certification had one or more public transactions or contracts (federal, State, or Local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transaction by any Federal or State department/agency.

Dated this June day of 12th, 20 23

By 
Authorized Signature for Contractor

Dr. Hayk Jernazian

Printed Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 10

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Dr. Oscar Macias, Director, Equity, Access, and Family Engagement

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and Transcultural Mental Health**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Transcultural Mental Health in the amount of \$60,000 to provide counseling and mental health support services for students at Clark Magnet High School.

Glendale Unified School District has contracted with Transcultural Mental Health to offer counseling and mental health support services for students at Clark Magnet High School. Services will be provided once per week, up to five hours per day.

The contract period runs from August 16, 2023, through June 5, 2024. The cost for the psychological support services will be paid by Clark Magnet Title I funds in the amount of \$60,000.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

223 North Jackson Street

Glendale, CA 91206

(818) 241-3111

SERVICES AGREEMENT

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RECEIVED JUN 16 2023

This Agreement for Professional Services (“Agreement”) made and entered into by and between the Glendale Unified School District (“District”), a public entity, and Transcultural Mental Health, A Psychological Corp., herein after referred to as (“Contractor”).

The Parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement on or about August 16, 2023 and will diligently perform as required and complete performance by June 5, 2024

2. **Scope of Services**

Dr. David Jernazian, PsyD dba Transcultural Mental Health, A Psychological Corp., will offer counseling and mental health support services for students at Clark Magnet High School. Dr. Jernazian will be on campus up to 5 hours per week to offer services to students

Contractor’s specific program and services performed is described in “Scope of Work” attached hereto as Addendum A and fully incorporated herein.

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A “Scope of Work.” District shall pay Contractor the amount set forth in Addendum B “Cost Proposal” according to the following terms and conditions: Not to exceed \$60,000.00

Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

4. **Expenses**

District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District that are not specifically identified in Addendum B “Cost Proposal” and factored into the compensation paid by the District to the Contractor.

5. **Materials**

Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

6. **Independent Contractor**

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

details of the work, District being interested only in the results obtained.

7. **Joint Employer**

Neither Party shall be deemed a joint employer of the other Party's employees. Each Party shall indemnify the other Party from and against claims made by the indemnifying Party's employees that they are co-employed by the other Party. The indemnification requirements set forth in paragraph 11 shall be applicable to the indemnification obligations of each Party under this paragraph. Neither Party's employees will be deemed "leased" employees of the other for any purpose. In connection with this Agreement, each Party is an independent contractor and does not have any authority to bind or commit the other.

8. **Contractor's Employee Processing**

- (i) **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- (ii) **Fingerprinting and Criminal Background Check:** Contractor shall complete the background check requirements of California Education Code section 45125.1 for all of its employees who will be working on the District's school sites with students. The Contractor shall not staff the program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). The Contractor shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the program.
- (iii) **Tuberculosis Clearance:** Contractor will ensure that all of its employees who will be working on the District's school sites with students are determined to be free of active tuberculosis by a medical professional. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites are determined to be free of active tuberculosis.
- (iv) **COVID-19 Vaccination Status and Periodic Testing:** Contractor will ensure that all of its employees who will be working on the District's school sites with students have been fully vaccinated for COVID-19. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. Contractor further will require all of its employees who will be working on the District's school sites to participate in regular COVID-19 testing in compliance with the District's current testing protocols. Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their

test results to Contractor which upon receipt will immediately notify the District of the results.

9. **Conduct on District Premises**

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the District's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the District's premises. The operation of vehicles by the Contractor's personnel on the District's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on the District's property and involving either Party's personnel shall be reported promptly to the appropriate Party. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the District's premises, Contractor's personnel shall wear and clearly display identification badges or tags, as approved by the District. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. Contractor's personnel should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

10. **Anti-Discrimination**

District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

11. **Indemnification**

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential

damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

12. Limitation of District Liability

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

13. Confidentiality

The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in District's or Client's possession without restriction as to use or disclosure before its receipt from the other Party; 3) is received from, or was made available to, a third Party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under this Agreement; 6) is disclosed with the prior written consent of the disclosing Party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the Party required to make the disclosure under the law shall give prompt notice of this to the other Party prior to such disclosure so that the other Party may seek an appropriate protective order or give its consent to such disclosure.

14. Insurance

The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

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

Contractor shall maintain Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- (i) A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."
- (ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.
- (iii) An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- (iv) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. Termination

- (i) **Without Cause by District:** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- (ii) **Without Cause by Contractor:** Contractor may, upon sixty (60) days notice, with or without reason, **terminate** this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- (iii) **With Cause by District:** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - a) Material violation of this Agreement by the Contractor;
 - b) Any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

16. Certificates/Permits/Licenses

Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. Delivery

Time of delivery of goods or services is of the essence in this Agreement. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.

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18. **Notice**

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Dr. Kelly King

Contractor:

Transcultural Mental Health, A Psychological Corporation
2930 Foothill Blvd.
La Crescenta, CA 91214

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

19. **Assignment**

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

20. **No Rights in Third Parties**

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **Integration/Entire Agreement of Parties**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.

22. **Submittal of Documents**

The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification (Attached as Exhibit A)
- Fingerprinting/Criminal Background Investigation Certification (Attached as Exhibit B)
- Insurance Certificates and Endorsements
- W-9 Form
- Non-collusion Declaration (Attached as Exhibit C)
- Tuberculosis Clearance (Attached as Exhibit D)
- COVID-19 Vaccination Clearance (Attached as Exhibit E)
- Governor Executive Order N-6-22 (Attached as Exhibit F)

23. **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, pandemic or epidemic, 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.

24. California Law

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

25. Waiver

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Severability

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

29. Attorneys' Fees and Costs

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.

30. Headings

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

31. Signature Authority

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

32. Counterparts

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

SIGNATURE PAGE

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

Company Name: Transcultural Mental Health, a Psychological Corporation

By: David Jernazian
Signature

Dr. David Jernazian
Print Name

CEO/President
Title

Dated: June 12, 2023

By: _____
Signature

Print Name

Title

Dated: _____, 20__

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

Information regarding Contractor:

License No.:
PSY32377

Address: 2930 Foothill Blvd.
La Crescenta, CA 91214

Employer Identification Number:
88-1201715

Telephone: 818-839-2050

Email: davidjernazyan@hotmail.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: CA, S-Corp
- Limited Liability Company

Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Glendale Unified School District

By: _____
Signature

_____ Title

_____ Print Name

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Psychological support services for students at Clark Magnet High School. Contractor will provide services once per week, up to 5 hours per day, and will bill for services monthly.

ADDENDUM B

“Cost Proposal”

Services rendered at \$225 per hour on campus.

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 06/12/2023

Name of Contractor: Transcultural Mental Health

Signature: *David Jernazian*

Print Name and Title: Dr. David Jernazian

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of California Education Code section 45125.1 et seq.

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Professional Services ("Agreement").

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

- The Contractor qualifies for a project specific waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq. and approved by the District.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.
- The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]
- The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)]

Check all methods to be used:

- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ. **Contractor MUST attach DOJ Originating Agency Identification Letter and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (*Fingerprint Certification List*).**

- 3) Surveillance of all employees of the Contractor by OWNER AUTHORIZED REPRESENTATIVE.
- The services provided by the Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [Education Code section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

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

Date: 06/12/2023

Name of Contractor or Company: Transcultural Mental Health, A Psychological Corporation

Representative's Name and Title: Dr. David Jernazian

Signature: *David Jernazian*

EXHIBIT "C"

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Code section 7106)

The undersigned declares:

I am the CEO/President of Transcultural Mental Health, A Psychological Corp., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid 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, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 bidder.

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 06/12/2023 [date], at Glendale [city], CA [state].

David Jernazian
David Jernazian Digitally signed by David Jernazian
Date: 2023.06.12 15:43:02 -0700
Signature

Dr. David Jernazian
Print Name

EXHIBIT "D"
TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the contractor ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

The Contractor has complied with the tuberculosis requirements of Education Code Section 49406 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the Contractor has verified that none of those employees have active tuberculosis. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: 06/12/2023

Name of Contractor: Transcultural Mental Health

Signature: *David Jernazian*

Print Name and Title: Dr. David Jernazian

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALÉ UNIFIED SERVICES AGREEMENT

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the contractor ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

COVID-19 Vaccination Status and Periodic Testing: Contractor will ensure that all of its employees who will be working on the District's school sites have been fully vaccinated for COVID-19. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. Contractor further will require all of its employees who will be working on the District's school sites to participate in regular COVID-19 testing in compliance with the District's current testing protocols. Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

Contractor's responsibility for COVID-19 clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Name of Contractor: Transcultural Mental Health, A Psychological Corporation

Signature: *David Jernazian*

Print Name and Title: Dr. David Jernazian

Date: 06/12/2023

EXHIBIT "F"

GOVERNOR EXECUTIVE ORDER N-6-22

On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

Your Firm, if it enters into a contract with the District, must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, **if the contract value of this procurement is \$5 million or more**, please include in your Response the following:

(1) a statement that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Name of Contractor: Transcultural Mental Health
Signature: *David Jernazian*
Print Name and Title: Dr. David Jernazian
Date: 06/12/2023

DEBARMENT AND SUSPENSION CERTIFICATION FORM

(Executive Order 12549 and 12689)

The Contractor certifies that neither the Contractor's firm or any owner, partner, director, officer, principal of the Contractor, or any person in a position with any responsibility for the administration of federal funds:

- Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal or State department/agency;
- Has within a three (3) year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or Local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in the paragraph above; or
- Has within a three (3) year period preceding this certification had one or more public transactions or contracts (federal, State, or Local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transaction by any Federal or State department/agency.

Dated this 12 day of June, 20 23

By David Jernazian
Authorized Signature for Contractor

Dr. David Jernazian
Printed Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 11

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Dr. Oscar Macias, Director, Equity, Access, and Family Engagement

SUBJECT: **Approval of Services Agreement between Glendale Unified School District and Mindful Learning Center**

The Interim Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Mindful Learning Center in the amount of \$100,000 to provide enrichment and healthy living classes for students at Balboa Elementary School.

Glendale Unified School District has contracted with Mindful Learning Center to provide enrichment and healthy living classes, sports, mindfulness and art classes for all students at Balboa Elementary School.

The contract period runs from August 1, 2023, through June 1, 2024. The total cost for the services will be paid by Balboa Title I funds in the amount of \$100,000.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

GLENDALE UNIFIED SCHOOL DISTRICT

223 North Jackson Street

Glendale, CA 91206

(818) 241-3111

CAT PROG JUN28*23 PM12:04

SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") made and entered into by and between the Glendale Unified School District ("District"), a public entity, and Mindful Learning Center, herein after referred to as ("Contractor").

The Parties do hereby contract and agree as follows:

1. **Term**

Contractor shall commence providing services under this Agreement on or about 08/01/2023 and will diligently perform as required and complete performance by 06/01/2024

2. **Scope of Services**

Enrichment and healthy living classes, mindfulness and art classes for all grades at Balboa Elementary School.

Contractor's specific program and services performed is described in "Scope of Work" attached hereto as Addendum A and fully incorporated herein.

3. **Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement as set forth in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: \$100,000 One hundred thousand dollars

Invoices should be submitted to Accounts Payable Department, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA 91206.

4. **Expenses**

District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District that are not specifically identified in Addendum B "Cost Proposal" and factored into the compensation paid by the District to the Contractor.

5. **Materials**

Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

6. **Independent Contractor**

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

details of the work, District being interested only in the results obtained.

7. **Joint Employer**

Neither Party shall be deemed a joint employer of the other Party's employees. Each Party shall indemnify the other Party from and against claims made by the indemnifying Party's employees that they are co-employed by the other Party. The indemnification requirements set forth in paragraph 11 shall be applicable to the indemnification obligations of each Party under this paragraph. Neither Party's employees will be deemed "leased" employees of the other for any purpose. In connection with this Agreement, each Party is an independent contractor and does not have any authority to bind or commit the other.

8. **Contractor's Employee Processing**

- (i) **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- (ii) **Fingerprinting and Criminal Background Check:** Contractor shall complete the background check requirements of California Education Code section 45125.1 for all of its employees who will be working on the District's school sites with students. The Contractor shall not staff the program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). The Contractor shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the program.
- (iii) **Tuberculosis Clearance:** Contractor will ensure that all of its employees who will be working on the District's school sites with students are determined to be free of active tuberculosis by a medical professional. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites are determined to be free of active tuberculosis.
- (iv) **COVID-19 Vaccination Status and Periodic Testing:** Contractor will ensure that all of its employees who will be working on the District's school sites with students have been fully vaccinated for COVID-19. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. Contractor further will require all of its employees who will be working on the District's school sites to participate in regular COVID-19 testing in compliance with the District's current testing protocols. Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their

test results to Contractor which upon receipt will immediately notify the District of the results.

9. Conduct on District Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the District's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the District's premises. The operation of vehicles by the Contractor's personnel on the District's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on the District's property and involving either Party's personnel shall be reported promptly to the appropriate Party. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the District's premises, Contractor's personnel shall wear and clearly display identification badges or tags, as approved by the District. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. Contractor's personnel should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

10. Anti-Discrimination

District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

11. Indemnification

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential

damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

12. Limitation of District Liability

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

13. Confidentiality

The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other Party, its affiliates, or its customers. Both Parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third Party or used for unauthorized purposes. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement. Upon request of the owner of the confidential information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph do not apply to information that: 1) is or becomes generally known or in the public domain through no act or omission of the other Party; 2) was lawfully in District's or Client's possession without restriction as to use or disclosure before its receipt from the other Party; 3) is received from, or was made available to, a third Party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under this Agreement; 6) is disclosed with the prior written consent of the disclosing Party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the Party required to make the disclosure under the law shall give prompt notice of this to the other Party prior to such disclosure so that the other Party may seek an appropriate protective order or give its consent to such disclosure.

14. Insurance

The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

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

Contractor shall maintain Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- (i) A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."
- (ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.
- (iii) An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- (iv) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. Termination

- (i) **Without Cause by District:** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- (ii) **Without Cause by Contractor:** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- (iii) **With Cause by District:** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - a) Material violation of this Agreement by the Contractor;
 - b) Any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

16. Certificates/Permits/Licenses

Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. Delivery

Time of delivery of goods or services is of the essence in this Agreement. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.

///

18. Notice

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

District:

Glendale Unified School District
223 N. Jackson Street
Glendale, California 91206
ATTN: Dr. Kelly King

Contractor:

Mindful Learning Center
20661 W. Wood Rose CT
Porter Ranch, CA 91326

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

19. Assignment

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

20. No Rights in Third Parties

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. Integration/Entire Agreement of Parties

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.

22. Submittal of Documents

The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification (Attached as Exhibit A)
- Fingerprinting/Criminal Background Investigation Certification (Attached as Exhibit B)
- Insurance Certificates and Endorsements
- W-9 Form
- Non-collusion Declaration (Attached as Exhibit C)
- Tuberculosis Clearance (Attached as Exhibit D)
- COVID-19 Vaccination Clearance (Attached as Exhibit E)
- Governor Executive Order N-6-22 (Attached as Exhibit F)

23. 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, pandemic or epidemic, 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.

24. California Law

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

25. Waiver

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Severability

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. Provisions Required By Law Deemed Inserted

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

28. Authority to Bind Parties

Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

29. Attorneys' Fees and Costs

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.

30. Headings

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

31. Signature Authority

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

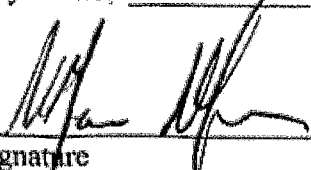
32. Counterparts

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

SIGNATURE PAGE

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

Company Name: Mindful Learning Center

By: 
Signature

Marine Mekikian
Print Name

President
Title

Dated: June 28, 2023

By: _____
Signature

Print Name

Title

Dated: _____, 20__

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

Information regarding Contractor:

License No.: _____

Employer Identification Number:
83-4157014

Address: 20661 W. Wood Rose CT
Porter Ranch, 91326

Telephone: (818) 310-8888

Email: info@mindfullearningcenter.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company

Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Glendale Unified School District

By: _____
Signature

Dr. Kelly King

Print Name

Assistant Superintendent

Title

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Enrichment and art classes for all grades at Balboa Elementary School

ADDENDUM B

"Cost Proposal"

\$100,000 Total

EXHIBIT "A"

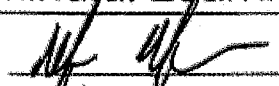
WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 06/28/2023
Name of Contractor: Mindful Learning Center
Signature: 
Print Name and Title: Mary H. Hetikian

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of California Education Code section 45125.1 et seq.

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Professional Services ("Agreement").

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

- The Contractor qualifies for a project specific waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq. and approved by the District.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

- The Contractor, its employees, and subcontractors will have **NO CONTACT** with pupils.
- The Contractor, its employees, and subcontractors will have **LIMITED CONTACT** with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]
- The Contractor, its employees, and subcontractors will have more than **LIMITED CONTACT** with pupils but will assure that **ONE (1) OR MORE** of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)]
Check all methods to be used:
- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious or violent felony as ascertained by the DOJ. Contractor **MUST** attach **DOJ Originating Agency Identification Letter** and list of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law (*Fingerprint Certification List*).

3) Surveillance of all employees of the Contractor by OWNER AUTHORIZED REPRESENTATIVE.

The services provided by the Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [Education Code section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that background clearance extends to all of Contractor's employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

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

Date:

06/28/2023

Name of Contractor or Company:

Mindful Learning Center

Representative's Name and Title:

Marine Mekikian, Owner

Signature:

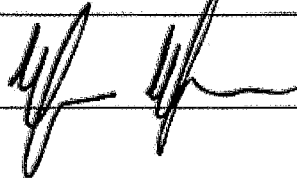


EXHIBIT "C"

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Code section 7106)


The undersigned declares:

I am the President of Mindful Learning Center, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid 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, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 bidder.

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 06/28/2023 [date], at Glendale [city], California [state].



Signature
Mary M. Melikian

Print Name

EXHIBIT "D"
TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Mindful learning Center ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- The Contractor has complied with the tuberculosis requirements of Education Code Section 49406 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the Contractor has verified that none of those employees have active tuberculosis. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or
- Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.


Date:

06/28/2023

Name of Contractor:

Marine Mekikian

Signature:



Print Name and Title:

Marine M Mekikian

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALÉ UNIFIED SERVICES AGREEMENT

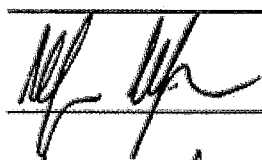
The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Mindful Learning Center ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

COVID-19 Vaccination Status and Periodic Testing: Contractor will ensure that all of its employees who will be working on the District's school sites have been fully vaccinated for COVID-19. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. Contractor further will require all of its employees who will be working on the District's school sites to participate in regular COVID-19 testing in compliance with the District's current testing protocols. Contractor's employees can either participate in the District on-site testing program wherein the District will directly receive testing results or seek testing on their own and furnish their test results to Contractor which upon receipt will immediately notify the District of the results.

Contractor's responsibility for COVID-19 clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Name of Contractor: Marine Mekikian

Signature: 

Print Name and Title: Marine H. Mekikian

Date: 06/28/2023

EXHIBIT "F"


GOVERNOR EXECUTIVE ORDER N-6-22

On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

Your Firm, if it enters into a contract with the District, must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, if the contract value of this procurement is \$5 million or more, please include in your Response the following:

- (1) a statement that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Name of Contractor: Marine Mekikian
Signature: 
Print Name and Title: Mary Mekikian
Date: 06/28/2023

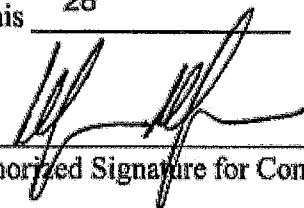
DEBARMENT AND SUSPENSION CERTIFICATION FORM
(Executive Order 12549 and 12689)

The Contractor certifies that neither the Contractor's firm or any owner, partner, director, officer, principal of the Contractor, or any person in a position with any responsibility for the administration of federal funds:

- Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal or State department/agency;
- Has within a three (3) year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or Local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in the paragraph above; or
- Has within a three (3) year period preceding this certification had one or more public transactions or contracts (federal, State, or Local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transaction by any Federal or State department/agency.

Dated this 28 day of June, 20 23

By 
Authorized Signature for Contractor

Mary H. Hekikian
Printed Name and Title

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 12

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Beatriz Fojo-Bautista, Director, Special Education

SUBJECT: **Approval of Agency Contracts for Special Education Services for 2023-2024 School Year**

The Interim Superintendent recommends that the Board of Education approve the services agreements between Glendale Unified School District and various agencies to provide special education services for students not to exceed \$5,530,000.

It is recommended that the following agencies be used to provide special education services as needed:

- Braintrust Tutors (for an amount up to \$45,000)
- Comprehensive Therapy (for an amount up to \$800,000)
- Cross Country Education/Medisca (for an amount up to \$140,000)
- EBS Healthcare (for an amount up to \$150,000)
- Education Spectrum (for an amount up to \$80,000)
- Exceptional Educational Services (for an amount up to \$20,000)
- Genesis Group (for an amount up to \$120,000)
- Hollar Speech and Language (for an amount up to \$30,000)
- Intervener Services (for an amount up to \$150,000)
- Ivy Medical Associates (for an amount up to \$30,000)
- JM Speech & Accent Reduction (for an amount up to \$130,000)
- Let's Blossom Speech Therapy (for an amount up to \$130,000)
- Madison Healthcare (for an amount up to \$65,000)
- Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions (for an amount up to \$650,000)
- Nest Speech & Language (for an amount up to \$100,000)
- Riner Constantine & Associates (for an amount up to \$65,000)
- Sign UP Interpreting (for an amount up to \$75,000)

- Soliant Health (for an amount up to \$100,000)
- Speech, Language & Educational Associates (for an amount up to \$1,600,000)
- SPG Therapy & Education (for an amount up to \$300,000)
- Stepping Stones Group (for an amount up to \$300,000)
- Therapy Travelers (for an amount up to \$100,000)
- Total Recall Captioning Inc. (for an amount up to \$350,000)

These contracts are needed to provide special education services for the 2023-2024 school year. Special education resources will be used to pay for these services.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 13

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Beatriz Fojo-Bautista, Director, Special Education

SUBJECT: **Approval of Service Agreement Between Glendale Unified School District and Paradigm Healthcare Services, LLC**

The Interim Superintendent recommends that the Board of Education approve a service agreement with Paradigm Healthcare Services, LLC to provide Medicaid direct service and administrative claiming services in 2023-2026.

The agreement for services with Paradigm Healthcare Services, LLC begins July 1, 2023, and continues for three years until June 30, 2026. Paradigm Healthcare provides Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California. Paradigm's Student Healthcare Network (SHN) is an online solution for collecting, tracking, accessing, and protecting students' health information. It is not merely a Medicaid billing software suite, but a powerful tool that enables schools to document, track, and protect all their student health information. This program provides general reimbursement funds for services provided by school psychologists, occupational therapists, speech and language pathologists, physical therapists and nursing staff of approximately \$334,000 annually. All interim reimbursement rates are different per provider and service so there is no one rate, as it is a fee for service – which varies amongst provider groups.

The annual cost to Glendale Unified School District for these services is approximately \$62,000, dependent on the number of claims. Special Education federal funds generated by Medi-Cal reimbursements will be used to pay for this contract

TO SUPPORT 2022-2023 BOARD PRIORITY No. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

Glendale Unified School District
Action Report No. 13
July 11, 2023
Page 2

TO SUPPORT 2022-2023 BOARD PRIORITY No. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District, implement a fiscal plan to preserve the District resources, and plan for the District’s future educational and facility needs.



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of the 1st day of July 2023 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“Paradigm”) and Glendale Unified School District, a Local Education Agency (“Client”). This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2026 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Client shall notify Paradigm of its intent to terminate at least 60 days prior to the end of the Initial Term or any subsequent term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

RECITALS

Paradigm is engaged in the business of providing software services and Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in in the attached Statements of Work and Terms of Service.

STATEMENT OF WORK
LEA BILLING CLAIMS MANAGEMENT SERVICES

Program Implementation Services

1. Paradigm will assist Client with all start-up documentation and any renewal agreements required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.
2. Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

Training and Materials

1. Paradigm will provide training to Client’s program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client’s LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and “best practices” to implement and maintain an optimized, audit-ready program.
2. Paradigm will provide Client personnel with all necessary training materials containing a detailed review of the rules and regulations governing the LEA Billing program. At Client’s request Paradigm will also make available its proprietary “provider forms” for use in documenting the delivery of healthcare services.

Interim Claims Preparation and Submission

1. Eligibility. Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.
2. Claims Submittal.
 - 2.1. Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal’s one (1) year billing limit.
 - 2.2. Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client’s behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm’s obligations under this Agreement. Client’s sole

and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

- 2.3. Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.
3. Review and Resubmittal. Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.
4. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

Coordination with Client

1. Information Sharing. Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.
2. Audit and Site Visit Support. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
3. Paradigm Technologies Software. Paradigm will make available its proprietary web-based software to assist Client Program Coordinator(s) with managing the FERPA parent consent status of students, provider profiles, and service authorizations. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

Client's LEA Billing Claims Management Service Obligations

1. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
2. Provider Logs. Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.
3. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.
4. Official RMTS Participant Roster (TSP). On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP List in the California State RMTS manual).

LEA Billing Claims Management Services Fees

1. Standard Fee Per Approved Service. Paradigm fees for Client LEA Billing claims submitted or originating during the Term of the Agreement will consist of a standard fee for each claimed service that DHCS approves for interim reimbursement (“Interim Approved Claim”). The schedule of Paradigm's standard fees for Interim Approved Claims is set forth in the attached Standard Fee Schedule subject to adjustment in accordance with the terms of following paragraphs.
2. Effect of Increase in Reimbursement Rates. In the event the Federal Medical Assistance Percentage (FMAP) increases or decreases, or DHCS increases or decreases the reimbursement rates to Client for any LEA Billing service interim claim during the Term of this Agreement, Paradigm’s standard fee for such services will simultaneously and without requirement of prior notice to Client increase or decrease by the same percentage as the percentage DHCS increase or decrease.
3. Cap on Paradigm Fees. Paradigm’s fees for LEA Billing Claims Management Services in any Fiscal Year will be capped according to the dollar value of Client’s Interim Approved Claims. Notwithstanding any other provision, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed 7% of the dollar value of Interim Approved Claims.
4. Application of Fiscal Year Limits. For purposes of computing Paradigm’s fees and fee caps for LEA Billing Claims Management Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details (“RAD”) issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client receives payment for the approved claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.
5. Approval of Interim Approved Claims After the Termination of the Agreement. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm’s entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement. Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.
6. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing fee arrangements or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

Standard Fee Schedule - LEA Billing Claims Management Services

"Max Interim \$\$ to Client" below lists the maximum interim claim value per unit, according to *current* Medi-Cal reimbursement rates, when performed by a qualified provider; however, not all interim claims will be reimbursed at these rates. Paradigm's fees for Interim Approved Claims will be capped, not to exceed 7% of the dollar value of Interim Approved Claims.

Provider Type	Service	Max Interim \$\$ to Client	Paradigm Standard Fee
Audiologist	Assessment	\$ 122.40	\$ 15.01
Audiologist	Treatment	\$ 56.11	\$ 6.88
Health Aide	Treatment	\$ 5.28	\$ 0.65
Licensed Vocational Nurse	Treatment	\$ 6.15	\$ 0.75
School Nurse, NP, PHN	Assessment	\$ 84.10	\$ 10.31
School Nurse, RN, NP, PHN	Treatment	\$ 12.02	\$ 1.47
School Counselor	Assessment	\$ 12.87	\$ 1.58
School Psychologist	Assessment	\$ 308.84	\$ 37.87
School Psychologist, Licensed MFT, Lic./Cred. SW	Treatment	\$ 47.18	\$ 5.79
Associate Marriage Family Therapist	Treatment	\$ 19.36	\$ 2.37
Licensed MFT, Lic./Cred. SW	Assessment	\$ 12.87	\$ 1.58
Associate Clinical Social Worker	Treatment	\$ 19.36	\$ 2.37
Speech-Language Pathologist	Assessment	\$ 67.08	\$ 8.22
Speech-Language Pathologist	Treatment	\$ 42.35	\$ 5.19
Speech-Language Therapy Assistant	Treatment	\$ 17.60	\$ 2.16
Occupational Therapist	Assessment	\$ 141.32	\$ 17.33
Occupational Therapist	Treatment	\$ 46.61	\$ 5.72
Occupational Therapy Assistant	Treatment	\$ 20.06	\$ 2.46
Physical Therapist	Assessment	\$ 145.40	\$ 17.83
Physical Therapist	Treatment	\$ 40.39	\$ 4.95
Physical Therapy Assistant	Treatment	\$ 16.89	\$ 2.07
Registered Dietician, Respiratroy Therapist	Assessment	\$ 12.02	\$ 1.47
Registered Dietician, Respiratroy Therapist	Treatment	\$ 12.02	\$ 1.47
O&M Spcialist	Assessment	\$ 12.27	\$ 1.50
O&M Spcialist	Treatment	\$ 12.27	\$ 1.50
Target Case Management	Treatment	\$ 12.02	\$ 1.47
Transportation	-	\$ 10.20	\$ 1.25

STATEMENT OF WORK SOFTWARE AS A SERVICE

Software as a Service

1. Features & Services. Paradigm will provide access to Client and Client's authorized users its Software, Student Health Network ("SHN"), including at Client's option, add-on features and services (hereinafter referred to as "Features"), as noted in the Software Features & Fee Schedule. Access to any Paradigm Software requires acceptance of a separate, no-fee Online Software License Agreement found at Paradigm's website.
2. Changes to Features. Paradigm reserves the right to make changes to Features that it determines necessary or useful to: (1) maintain or enhance the quality or delivery of Features to Client, (2) maintain or enhance Software and Feature performance, and (3) comply with applicable law and Medicaid claiming policies.

Coordination with Client

1. Support. Paradigm will provide a Care Center available for the use of Client and all Client's authorized users. The Care Center is accessible via toll-free phone and email during normal business hours.
2. Software Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's Software, and coordinate with Client's individual end users.
3. Authorized Users. Client shall be responsible for managing access to the Software and Features by its authorized users. The Client shall have the right to grant and revoke access to the Software and Features to its authorized users as it deems appropriate. The Client shall ensure that its authorized users comply with the terms and conditions of this Agreement.
4. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

Software Fees

1. Fees for Software and Features are detailed in the attached Software Features & Fee Schedule.
2. Client will be invoiced as follows:
 - 2.1. Setup Fees and Maintenance Fees. If applicable, Setup Fees will be invoiced within 30 days of activation of Feature and will be due and payable within the thirty (30) days of the invoice date. Maintenance Fees, if applicable, will be due and payable on an annual basis, invoiced on July 1st of each remaining Fiscal Year during the Term of Agreement after the year in which Setup Fees were paid.
 - 2.2. Annual License Fees. Annual License Fees are applicable to each Fiscal Year during the Term of the Agreement. Annual License Fees will be assessed each July 1 and divided into equal monthly installments for the duration of the Fiscal Year. Each monthly installment will be due and payable within thirty (30) days of the invoice date. If a Feature with Annual License Fees is activated in the middle of a Fiscal Year, the Annual License Fee will be prorated for the remaining months until the next July 1, and will be divided into equal monthly installments for the remaining duration of the Fiscal Year.
 - 2.3. If client does not pay any amount due within 60 days, Paradigm reserves the right to terminate Client access to Features.

Software Features & Fees Schedule

Client is electing the following Features and Services as indicated below:

Student Health Network

\$3.00 / annual

Quantity 24456

Basic EHR features allowing providers to document screenings, assessments, treatments, and consultations; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments

Fee Type Annual License Fees

Discount 50 %

Total \$36,684.00 / annual

Complete End User Support

\$0.00 / annual

Quantity 1

Online training materials; help desk support via toll-free phone and email; unlimited access

Total \$0.00 / annual

Student Wellness & Supports Features

\$1.00 / annual

Quantity 0

Advanced case management and referral tracking features, behavioral/mental health plan builder, and advanced reporting; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments

Fee Type Annual License Fees

Total \$0.00 / annual

Vaccine Records Management Module

\$0.50 / annual

Quantity 0

Features allow users to enter historical vaccine records; track vaccine exemptions; and run vaccine compliance reports; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments

Fee Type Annual License Fees

Total \$0.00 / annual

Vaccine Historial Data Import

\$2,500.00

Quantity 0

One-time historical data alignment and data import; fees invoiced upon completion

Fee Type

Setup Fees

Total

\$0.00

Integration with CAIR

\$2,000.00

Quantity 0

Setup of bi-directional integration with California's Immunization Registry (CAIR); fees invoiced upon completion

Fee Type

Setup Fees

Total

\$0.00

CAIR Integration Maintenance

\$750.00 / annual

Quantity 0

Maintenance of bi-directional integration with California's Immunization Registry (CAIR); fees invoiced each July 1 following Setup

Fee Type

Maintenance Fees

Total

\$0.00 / annual

SIS Data API

\$5,000.00

Quantity 0

Application-based integration to retrieve select student data from Client's SIS; setup fee invoiced 30 days after Feature activation

Fee Type

Setup Fees

Total

\$0.00

SIS Data API Maintenance

\$750.00 / annual

Quantity 0

Maintenance of API to retrieve select student data from Client's SIS; ongoing maintenance fee invoiced each July 1 following Setup

Fee Type

Maintenance Fees

Total

\$0.00 / annual

SSO Activation

\$2,000.00

Quantity 0

Application-based integration with Client's Active Windows Director; one-time setup fee invoiced 30 days after Feature activation

Fee Type

Setup Fees

Total

\$0.00

SSO Maintenance

\$750.00 / annual

Quantity 0

Maintenance of application-based integration with Client's Windows Active Directory; maintenance fees invoiced each July 1 following Setup

Fee Type	Maintenance Fees
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Total	\$0.00 / annual
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Special Education Data API Activation

\$5,000.00

Quantity 0

Application-based integration to retrieve select IEP-related data from Client's system; one-time setup fee; fees invoiced 30 days after Feature activation

Fee Type	Setup Fees
----------	------------

Total	\$0.00
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Special Education Data API Maintenance

\$750.00 / annual

Quantity 0

Maintenance of API to retrieve select IEP-related data from Client's system; ongoing maintenance fee invoiced each July 1 following Setup

Fee Type	Maintenance Fees
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Total	\$0.00 / annual
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COVID Case Management Module

\$0.50 / annual

Quantity 0

Case management workflow for case handler, record of COVID-related communications and referrals, and reporting of quarantined students; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments

Fee Type	Annual License Fees
----------	---------------------

Total	\$0.00 / annual
--------------	------------------------

One-time subtotal	\$0.00
Recurring subtotal	\$36,684.00 / annual
Total	\$36,684.00
You'll save	\$36,684.00

STATEMENT OF WORK
CRCS PREPARATION & SUBMISSION SERVICES

Paradigm's CRCS Preparation & Submission Services

1. RMTS Participant Roster and Fiscal Data Processing. Paradigm will assist Client in processing the quarterly RMTS participant roster (referred to as the TSP List in the California State RMTS manual) and fiscal information needed to complete the annual Cost and Reimbursement Comparison Schedule (“CRCS”) Workbook for each Fiscal Year applicable to the Term of the Agreement.
2. Medi-Cal Eligibility Ratio. Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and calculate the Medi-Cal Eligibility Ratio within limits imposed by the DHCS. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.
3. CRCS Workbook Preparation. Paradigm will compile all required data (including the Random Moment Time Study Results) as provided by Client and prepare the annual CRCS Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.
4. CRCS Workbook Submission. Paradigm will coordinate the submittal of the CRCS Workbook to DHCS and provide information as requested by DHCS (including financial bridging documents and LEA eligible services “Production Log”) as related to the CRCS Workbook prepared by Paradigm.
5. Audit Support. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a CRCS Workbook audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party (including preparing financial bridging documents and LEA eligible services “Production Log”).

Client’s CRCS Obligations

1. Fiscal Data Submittal. Client will submit to Paradigm, in a format specified by Paradigm, all fiscal elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of each Fiscal Quarter for which the CRCS Workbook is to be submitted.
2. Official RMTS Participant Roster (TSP List). On the first day of the fiscal quarter, and again once the list has been re-certified by Client's Regional Agency. Client will submit to Paradigm the official RMTS participant roster.
3. Data Processing & CRCS Submittal. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of CRCS Preparation and Submission Services hereunder. In the event Client elects not to utilize Paradigm’s services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the CRCS Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims.

CRCS Preparation & Submission Services Fees

1. CRCS Workbook Fees. The fee for each CRCS Workbook prepared during the Term of the Agreement will be equal to the lesser of: (i) \$150.00 per employee or contractor used in the final calculation of “Total Net Personnel Costs” as reported on Worksheet A, or (ii) 1% of the “Total Medi-Cal Maximum Reimbursable Cost.” Paradigm will invoice Client for CRCS Services upon completion of each CRCS Workbook.
 - 1.1. Client acknowledges that CRCS Workbooks will be audited, and the extent of the audit is determined by DHCS. Client also acknowledges that adjustments will be made to the CRCS Workbook as a result of the audit, and these adjustments are inherent in the CRCS process. Client acknowledges that any audit adjustments will not constitute a breach of Paradigm’s obligations under this Agreement or limit Paradigm’s entitlement to receive fees for CRCS Services pursuant to this Agreement.
 - 1.2. In the event that any CRCS fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

CRCS Termination

Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm’s CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

TERMS OF SERVICE

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

1. **Retention.** Client hereby retains Paradigm and grants it the exclusive right to perform the services described in the Statement of Work subject to the terms and conditions set forth below.

2. **Protection of Confidential Information.**

2.1. Definitions.

2.1.1. “Client Confidential Information” shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client’s designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

2.1.2. “Paradigm Confidential Information” shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm’s Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

2.1.3. “Confidential Information” shall mean Client Confidential Information and Paradigm Confidential Information.

2.2. Protection of Confidential Information.

- 2.2.1. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state laws or regulations.
- 2.2.2. Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.
- 2.2.3. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.
- 2.2.4. Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.
- 2.3. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing or MAA services, provided that and to the extent such use is consistent with applicable federal and state laws and regulations.
- 2.4. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.
- 2.5. Retention of Confidential Information.

2.5.1. Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

2.5.2. Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

2.6. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

2.7. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request at Paradigm's office. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

2.8. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

3. **Accuracy of Information.**

3.1. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

3.2. Paradigm Efforts.

3.2.1. Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

3.2.2. If Paradigm is uploading historical records to its Software, Client assumes sole responsibility for the accuracy of historical data, and Paradigm shall have no liability for the truth, completeness, and accuracy of all information supplied to Paradigm.

4. **Limitation of Liability.**

- 4.1. In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action.
- 4.2. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.
5. **Licenses and Permits.** Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.
6. **Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).
7. **Indemnification.**
- 7.1. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "Claims"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."
- 7.2. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

7.3. The indemnification rights set forth in this Section, “Indemnification,” are conditional on the following: (i) the party seeking indemnification (each an “Indemnified Party”) shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the “Indemnifying Party”), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

8. **Termination.**

8.1. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

8.2. Without Cause. The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

8.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

8.3.1. Payment for Services Completed. All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

8.3.2. Confidential Information. Client shall, upon request, return or destroy, at Paradigm’s option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

8.4. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: “Protection of Confidential Information,” “Limitation of Liability,” “Indemnification,” “Termination,” “Paradigm Proprietary Rights,” and “Miscellaneous.”

9. **Paradigm Proprietary Rights.** Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm’s Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm’s performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm’s intellectual or other property.

10. **Miscellaneous.**

- 10.1. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.
- 10.2. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.
- 10.3. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.
- 10.4. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.
- 10.5. Arbitration. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.
- 10.6. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
- 10.7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but

not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

- 10.8. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm’s Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.
- 10.9. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.
- 10.10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.
- 10.11. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

Paradigm Healthcare Services, LLC

Glendale Unified School District

Constance Laflamme

2023-04-20

Constance Laflamme, Owner/CEO

1225 4th Street, #363

San Francisco, CA 94158

Tel (415) 616-0920

claflamme@paradigm-healthcare.com

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 14

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Dr. Nancy Hong, Director, Dual Language Immersion and Magnet Programs

SUBJECT: **Approval of Istation Reading Program for Spanish DLI Elementary Classes for 2023-25**

The Interim Superintendent recommends that the Board of Education approve the purchase of online licenses in the amount of \$64,158.60 for the Istation Reading Program for Grades K-5th grade students in the Spanish DLI program at Edison, Franklin, and Muir Elementary Schools for the 2023-24 and 2024-25 school years.

The Spanish DLI program at the elementary level will continue to use the Istation Reading program through the summer of 2025. Like the i-Ready program, Istation is an interactive and comprehensive online tool designed to use assessments and progress monitoring checks to provide lessons that are adjusted for students' individual needs. In Kindergarten through Grade 2 where 90% or 80%, respectively, are taught in the target language, Istation is a resource that complements and enhances classroom learning. For Grades 3-5, Istation provides additional opportunities to independently practice receptive Spanish language skills in an engaging format.

The Istation Reading program is aligned to California State Standards and is intended for Spanish reading development covering the domains of phonemic awareness, phonics, vocabulary, and comprehension. The program also provides differentiated interventions, data and resources for the teacher with the potential to support schools with tailored curriculum supplements for each student to improve reading skills in Spanish.

The total cost of obtaining site licenses for Istation Reading en Español Program for Edison, Franklin, and Muir Elementary Schools will be \$64,158.60, based on enrollment numbers, and will be paid by Educational Services funds.

Glendale Unified School District
Action Report No. 14
July 11, 2023
Page 2

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.



**Superheroes
Can Do Anything!**



Every Student Deserves to Feel Powerful!

Discover hidden strengths with dynamic intervention and instruction.

Quote Q-35360-1

Prepared For:

Glendale Unified School District
223 N Jackson St
Glendale, CA
91206-4380

Your Istation Partner:

Doug Perme
Account Executive
dperme@istation.com
+1 6197508470



BBB Rating: A+



8150 North Central Expressway, Suite 2000
 Dallas, TX 75206
 Phone: 1-866-883-READ (7323)
 Email: orders@istation.com

Quote: Q-35360-1
Prepared For: Glendale Unified School District
Expires On: 8/31/2023

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

Istation Lectura

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Lectura	8/1/2023	24	7/31/2025	Edison (Thomas) Elementary	\$22,318.00
1	Istation Lectura	8/1/2023	24	7/31/2025	Franklin (Benjamin) Elementary	\$22,318.00
1	Istation Lectura	8/1/2023	24	7/31/2025	Muir (John) Elementary	\$22,318.00
Istation Lectura TOTAL:						\$66,954.00

Standard Virtual Learning Services

8 months of Virtual Learning including on-boarding, two webinars, and additional assistance as needed by a designated Implementation Specialist for new or continued Istation supporters. Must be used in current subscription term.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
2	Standard Virtual Learning Services	8/1/2023	24	7/31/2025		\$3,900.00
Standard Virtual Learning Services TOTAL:						\$3,900.00

SUBTOTAL:	\$70,854.00
DISCOUNT:	(\$6,695.40)
TAX (if applicable):	
CUSTOMER TOTAL:	\$64,158.60



8150 North Central Expressway, Suite 2000
 Dallas, TX 75206
 Phone: 1-866-883-READ (7323)
 Email: orders@istation.com

Quote: Q-35360-1
Prepared For: Glendale Unified School District
Expires On: 8/31/2023

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

Subscription Start Date: 8/1/2023 Subscription Term: 24 Subscription End Date: 7/31/2025

Please email or fax the following items to 214-291-5534 or orders@istation.com. Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

Istation

Glendale Unified School District

Signature: _____
 Printed Name: _____
 Title: _____
 Dated: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Dated: _____
 PO # (if available): _____

To ensure timely fulfillment, please provide the requested contact information below:

Primary Implementation Contact

Accounts Payable / Billing Contact

Name: _____
 Email: _____
 Phone: _____

Name: _____
 Email: _____
 Phone: _____

District Technology Contact

District Data Contact

Name: _____
 Email: _____
 Phone: _____

Name: _____
 Email: _____
 Phone: _____



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Phone: 1-866-883-READ (7323)
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TERMS OF USE:

The following Terms of Use and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), (v) reports, calculated results, scoring, graphs and any other materials derived from Istation's algorithmic software features (collectively the "Scoring and Reporting Resources"), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "**Resources**".

For purposes of these Terms, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company ("**Your Company**"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** Istation's Privacy Statement (the "**Privacy Statement**") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.
3. **Subscription.**
 1. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "**Subscription**"). You may purchase a Subscription to one or more Resources (the "**Purchased Resources**") by paying the then-current subscription fee to Istation (the "**Subscription Fee**") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "**Subscription Period**"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
 2. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "**Registration**") and obtain a user account (a "**User Account**") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. User Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.
4. **Intellectual Property.**
 1. Istation Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and the Scoring and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials, Scoring and Reporting Resources), such as the

design, “look and feel”, text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the “**Resource Materials**”), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation’s licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation’s licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.

2. Your Data. As between You and Istation, You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, “**Your Data**” means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the “**Processed Data**”).
5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.

6. **Restrictions.**

1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the Istation’s detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
4. You may not use any of the trademarks of Istation, or Istation’s licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
5. You may not copy the Resource or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
6. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
7. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
8. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Scoring Resources or Processed Data, for any third party vendors entities or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
9. Any deviations from any of these Terms require prior written consent from Istation.

7. **Conduct.**

1. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation’s infrastructure; (iv) use any automated means to download data from any of the Resources’ databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
2. By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, Your Data, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the “**Submissions**”), You are granting Istation, Istation’s affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children’s Online Privacy Protection Act of 1998 (“**COPPA**”) and COPPA’s rules and regulations.

8. **Security.**

1. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
2. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

1. **No Control over Submissions.**

1. Istation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.
2. Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.

2. **No Endorsement of Third-Party Sites.**

1. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "Third-Party Sites"). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to on, included on, or linked from or to the Web Site. Under no circumstances shall Istation or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to You in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. You should direct any concerns to the respective Third-Party Site's administrator or Webmaster. Any links to Third-Party Sites do not imply that Istation is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in, or accessible through, such links or that any linked Third-Party Site is authorized to use any trademark, trade name, logo, or copyright symbol of Istation.
2. You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.

3. **Disclaimer.**

1. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
2. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. ISTATION RESERVES THE RIGHT, IN ISTATION'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.
3. ISTATION STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Istation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO

BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.

4. Istation MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.
4. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.
5. **Miscellaneous.**
 1. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "**Additional Terms**"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
 2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
 3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

PRIVACY STATEMENT:

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. ("**Istation**"). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully. For purposes of this Privacy Statement, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the "**Resources**".

What Personally Identifiable Information Is Collected by Istation?

"**Personally Identifiable Information**" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "**Identifiable Use Results**"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

How Is Personally Identifiable Information Used and/or Disclosed?

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes.

Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;

- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/marketing materials from Istation, You will have the option to unsubscribe;
- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
 1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
 2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
 3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

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Email address: info@Istation.com

Street/Postal address:

8150 North Central Expressway, Suite 2000
Dallas, Texas 75026

Phone: (214) 237-9300

Fax: (972) 643-3441

Effective Date: February 23, 2018

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GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 15

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Dr. Nancy Hong, Director, Dual Language Immersion and Magnet Programs

SUBJECT: **Approval of Addendum to Agreement with Code to the Future for Cerritos Computer Science Immersion Magnet School to Extend the Terms Through the 2023-2024 School Year**

The Superintendent recommends that the Board of Education approve an addendum to the agreement with Code To The Future to extend the contract terms to provide intensive computer science professional development for teachers and staff at Cerritos Computer Science Immersion Magnet School through the 2023-24 school year.

Cerritos Elementary School has been partnering with Code to The Future since July 18, 2017, when the Board of Education approved a five-year contract for them to provide intensive computer science professional development for teachers and staff at Cerritos Computer Science Immersion Magnet School. Last year, the contract was extended for one additional year through 2022-2023 due to no services being provided in the 2020-2021 school year during the pandemic.

Code To The Future is a leader in coding immersion programs for schools. In 2016, Code To The Future was recognized by the White House for assisting Cajon Valley Unified School District in launching the nation's first Computer Science Magnet Elementary School. They partner with school districts across the nation to implement Computer Science immersion and support STEM initiatives beginning as early as Kindergarten.

The partnership with Code To The Future provides the Cerritos team:

- Proprietary teaching tools, content, lesson plans, project-based "epic build" units, and other materials.
- Invitation to join the League of Innovative Computer Science Schools.
- Media and press outreach to inform the broader community about the Computer Science program at the school.

- On-site professional development and coaching by a highly-trained Code to the Future facilitator for all Cerritos teachers.

The terms of the new one-year agreement for the 2023-2024 school year include the following:

- 12 days of on-site coaching; 4 days of professional development and technical assistance
- Cost: \$33,000/year

Educational Services funding covers the cost for the Code To The Future contract.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

**ADDENDUM TO AGREEMENT BETWEEN CODE TO THE FUTURE AND
GLENDALE UNIFIED SCHOOL DISTRICT
FOR CURRICULUM AND INTEGRATION**

Whereas, there is a need for a continuation of teacher support in order to provide GUSD with a successful Computer Science program at Cerritos Elementary School.

This Addendum amends and modified the Addendum between Code To The Future and Glendale Unified School District for Curriculum Integration (“Addendum”) dated 8/10/2022, made and entered into by the parties, as follows:

1. The “Curriculum Support” section of the Addendum is deleted in its entirety and replaced with the following language:

Curriculum Support

Days allocated for a given school or time can be re-allocated to another school/department as needed. Support includes CTF staff modeling the lessons in the classroom for the teachers, helping teach some lessons in the classroom, partaking in PLC debriefing and feedback opportunities, and facilitating specific lessons.

Summary of Curriculum Support Days for the year 2017-18

Support and Coaching at School 1 ES	36 days
Professional Development & Technical Assistance for GUSD teachers and staff	8 days

Summary of Curriculum Support Days for the year 2018-19

Support and Coaching at School 1 ES	24 days
Professional Development & Technical Assistance for GUSD teachers and staff	6 days

Summary of Curriculum Support Days for the year 2019-20

Support and Coaching at School 1 ES	12 days
Professional Development & Technical Assistance for GUSD teachers and staff	4 days

Summary of Curriculum Support Days for the year 2020-21

Support and Coaching at School 1 ES	0 days
Professional Development & Technical Assistance for GUSD teachers and staff	0 days

Summary of Curriculum Support Days for the year 2021-22

Support and Coaching at School 1 ES	12 days
Professional Development & Technical Assistance for GUSD teachers and staff	4 days

Summary of Curriculum Support Days for the year 2022-23

Support and Coaching at School 1 ES	12 days
Professional Development & Technical Assistance for GUSD teachers and staff	4 days

Summary of Curriculum Support Days for the year 2023-24

Support and Coaching at School 1 ES	12 days
Professional Development & Technical Assistance for GUSD teachers and staff	4 days

2. The "Terms of Agreement" section is deleted in its entirety and replaced with the following language:

Terms of Agreement

Duration: July 19, 2017 - June 30, 2024

Costs and schedule of Payments attached hereto as "Exhibit A"

3. Exhibit C in the previous Addendum is replaced with Exhibit D attached to this Addendum.

All other provisions of the Agreement between Code To The Future and Glendale Unified School District for Curriculum Integration remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Addendum, which shall be deemed to be amended appropriately in order to be consistent with this Addendum.

CODE TO THE FUTURE

GLENDALE UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Date _____

Date _____

EXHIBIT "D"

COSTS AND SCHEDULE OF PAYMENTS

PAYMENT SCHEDULE

School Year Pricing

2017-2018	\$100,000
2018-2019	\$67,000
2019-2020	\$33,000
2020-2021	\$0
2021-2022	\$33,000
2022-2023	\$33,000
2023-2024	\$33,000

Payment Terms

July 31, 2017	\$100,000
July 15, 2018	\$67,000
July 15, 2019	\$33,000
July 15, 2020	\$0
September 15, 2021	\$33,000
September 15, 2022	\$33,000
September 15, 2023	\$33,000

All payments/required deposits are non-refundable.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 16

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Beatriz Fojo-Bautista, Director, Special Education

SUBJECT: Approval of An Additional Non-Public Agency Master Contract

The Interim Superintendent recommends that the Board of Education approve the Master Contract between the District and Covelo Group. This agency will provide direct behavior support services to meet the identified needs of students in the 2023-2024 school year.

At its meeting on June 20, 2023, the Board of Education approved the State-certified non-public agencies and schools with which the District may contract during 2023-2024 school year to provide services for students in special education. Due to excessive staff vacancies in the area of behavior intervention and the lack of available District staff, the Special Education Department needs to fill these vacancies with new non-public agencies not approved at the June 2023 meeting in order to remain in compliance with the students' educational programs.

The average cost per student for direct behavior support is approximately \$70,000 a year. The number of students served by these agencies is expected to be around thirty-five, for an approximate total cost of 2.4 million. The provision of special education services implemented by non-public agencies and schools are funded by state special education appropriations

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 17

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kyle Bruich, Executive Director, Human Resources

SUBJECT: **Memorandums of Understanding with the Glendale Teachers Association Regarding Employee Child Care and CDCC Transitional Kindergarten**

The Interim Superintendent recommends that the Board of Education approve both the Employee Child Care MOU and the CDCC Transitional Kindergarten MOU between Glendale Unified School District and the Glendale Teachers Association.

On May 10, 2023, representatives from the Glendale Unified School District (GUSD) and the Glendale Teachers Association (GTA) reached a tentative agreement regarding child care for the children of GUSD employees. Both parties signed this MOU on May 10, 2023. The key terms of the agreement are as follows:

1. Children of GTA unit members shall be ensured enrollment in District child care programs for the 2024-25 school year if the unit member submits and application by April 1, 2024

The MOU took effect on May 10, 2023 and shall apply only to the 2024-25 school year. This agreement was ratified by the GTA membership on May 24, 2023, with a 99% passing vote.

In addition, on May 31, 2023, representatives from the Glendale Unified School District (GUSD) and the Glendale Teachers Association (GTA) reached a tentative agreement regarding CDCC Transitional Kindergarten. Both parties signed this MOU on May 31, 2023. The key terms of the agreement are as follows:

1. In addition to 30 minutes of duty-free preparation time (per Article 7 of the Collective Bargaining Agreement), CDCC teachers assigned to the TK program shall receive an additional 30 minutes of daily prep time.
2. The staffing ratio for TK classrooms shall be filled by certificated employees, to the greatest extent possible.

3. CDCC teachers assigned to the TK program shall be paid according to Salary Schedule H1 and shall follow the 186-day Elementary Attendance Calendar.
4. CDCC teachers who are assigned positions in the TK program, shall be given an additional assignment within the CDCC extended care program or preschool program during instructional days, where they will report during hours that their TK class is not in session.
5. CDCC teachers assigned to TK will be provided with opportunities to attend professional development related to TK curriculum and programs, including participating in activities alongside the TK Classroom teacher on non-student attendance days.
6. Classroom teachers will take the primary role in planning lessons, delivering instruction, taking attendance, and assessing students, and shall serve as the primary contact for parents and guardians.
7. At least 30 consecutive minutes per day of the CDCC TK teacher's prep time shall be scheduled concurrently with the TK Classroom teacher's prep time.
8. CDCC TK teachers will not be assigned as the additional adult needed to fulfill accommodations according to an IEP or 504 plan.

The MOU shall remain in effect until June 8, 2024, and may be extended by mutual agreement. This agreement was ratified by the GTA membership on June 9, 2023, with a 97.5% passing vote.

Both of these MOUs are subject to ratification by the Glendale Unified School District's Board of Education.

TO SUPPORT 2022-2023 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-2023 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

Memorandum of Understanding
Between
Glendale Teachers Association
And
Glendale Unified School District

“Employee Child Care MOU”

The Glendale Teachers Association (the “Association”) and the Glendale Unified School District (the “District”) enter this Memorandum of Understanding regarding unit members whose child and/or children attend District elementary and/or middle schools.

Definitions:

“Children of unit members” include biological children, adopted children, foster children, step-children, and/or any child who the unit member has primary caregiving responsibility.

“District child care programs” include programs that provide before-school care, after-school care, and/or care during pupil-free contractual days.

It is hereby agreed that children of unit members shall be ensured enrollment in District child care programs for the **2024-25** school year if the unit member submits an application prior to April 1, **2024**. Unit members shall pay all applicable fees required for their children’s enrollment in District child care programs.

This MOU shall apply only to the **2024-25** school year and shall take effect on the date of signing.

Sarah Morrison 5/10/23
Sarah Morrison, GTA

Kyle Bruich 5/10/23
Dr. Kyle Bruich, GUSD

Memorandum of Understanding
Between
Glendale Teachers Association
And
Glendale Unified School District

“CDCC Transitional Kindergarten MOU”

The Glendale Teachers Association (the “Association”) and the Glendale Unified School District (the “District”) hereby enter into this Memorandum of Understanding (“MOU”) regarding certificated CDCC teachers who are assigned positions within the Transitional Kindergarten (“TK”) program.

1. Except where in conflict with this MOU, all items within the CBA and other MOUs shall remain fully in force for CDCC teachers who are assigned positions within TK programs including, but not limited to, duty-free breaks, meal times, and preparation time referenced in Article 7 section 2.e.(3). In addition to the thirty (30) minute duty-free preparation time per Article 7, Section 2.e.(3) and fifteen (15) minutes per 4(b), CDCC Teachers assigned to the TK program shall receive an additional fifteen (15) minutes of daily preparation time.
2. To the greatest extent possible, the staffing ratio for TK classrooms shall be filled by certificated bargaining unit members.
3. CDCC teachers who are assigned positions within the TK program shall be paid according to the salary schedule from Appendix H1. Their work year shall follow the 186-day Elementary Attendance Calendar.
4. During instructional days, CDCC teachers who are assigned positions in the TK program shall be given an additional assignment as a CDCC teacher within the CDCC extended care program (before or afterschool) or CDCC preschool program where they will report during hours that their TK class is not in session.
 - a. If the additional assignment is on a different campus than the TK assignment, then the CDCC teacher’s assignment shall be considered “divided” and the member’s on-site obligation shall be seven (7) hours and thirty (30) minutes, including pupil (duty) free time, as described in Article 7 section 2.e.(2).
 - b. Except if the CDCC teacher has an additional assignment in the CDCC before school program, the standard onsite obligation for a CDCC teacher assigned to the TK program shall begin fifteen (15) minutes before the start of the TK instructional day during which time the CDCCC Teacher shall prepare for their TK assignment.

- c. The designated meal period for CDCC teachers with assigned positions in the TK program shall be scheduled to begin no later than sixty (60) minutes after the end of TK instruction.
 - d. CDCC teachers with assigned positions in the TK program shall participate in the Back to School Night (“BTSN”) and Open House (“OH”) events for either their TK assignment or their additional assignment. If the CDCC teacher elects to participate in the BTSN and/or OH event for their TK assignment, then they will end their contractual day two hours earlier than typically scheduled for each of the BTSN and OH events.
5. The parties recognize that student achievement is supported by professional development, curricular training, and grade-level collaboration.
- a. During all non-student attendance days referenced in Article 7 section 9 of the CBA, CDCC teachers who are assigned positions in TK classrooms shall, throughout their contractual day, participate in activities alongside the TK Classroom teacher with whom they are paired.
 - b. CDCC Teachers assigned to TK classrooms shall receive opportunities to attend professional development related to TK curriculum and district/school programs that the CDCC teacher will be using to instruct or support students.
6. The parties recognize that CDCC teachers and Classroom teachers have distinct and separate job duties in TK classrooms, and that Classroom teachers will take the primary role in determining daily lessons, delivering instruction, taking attendance, assessing students (including completing report cards), and shall serve as the primary contact person for parents and guardians of students in the class.
- a. Collaboration and communication between CDCC teachers and Classroom teachers is a necessary component in an effective TK classroom. For CDCC teachers assigned to the TK program,
 - i. at least thirty (30) consecutive minutes per day of preparation time shall be scheduled concurrently with the TK Classroom teacher’s duty-free preparation/conference time.
 - ii. CDCC teachers assigned to a TK classroom shall be given access to the same student data and parent communication platforms (currently Q and Parent Portal) as the TK Classroom teacher with whom they are paired.
 - b. The parties agree to participate in TK Advisory Committee meetings called by either party on an as needed basis regarding best ways to support TK students, employees, and families including, but not limited to, defining the separate roles that CDCC teachers and Classroom teachers play within the TK classroom. TK Advisory Committee meetings shall include representatives from the Association and the District, and shall occur during the contractual day of participating unit

members. If a committee meeting is scheduled during duty-free time, participating unit members shall be compensated at their hourly rate of pay per Article 7 section 1.

7. When a student's individualized accommodations per an IEP or 504 plan necessitates that an additional adult shall be present in the classroom, the CDCC Teacher assigned to the TK classroom shall not be assigned to that role.

The parties recognize that the CDCC position within the TK program is new and evolving, so this MOU might not address all issues that arise in advance of and during program implementation. Therefore, either party may reopen this MOU in order to negotiate relevant decisions and effects.

This agreement shall remain in effect until June 8, 2024, and may be extended by mutual agreement.

Sarah Mero 5-31-23
Sarah Morrison, GTA

Kyle Bruich 05-31-2023
Dr. Kyle Bruich, GUSD

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

ACTION REPORT NO. 18

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kyle Bruich, Executive Director, Human Resources

SUBJECT: **Variable Term Waiver Request for Certificate of Completion of Staff Development (CCSD) for the 2023-2024 School Year**

The Interim Superintendent recommends that the Board of Education approve the Variable Term Waiver Requests for the hiring of teachers on waiver permits based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for the needed positions.

Variable Term Waiver Requests for Certificate of Completion of Staff Development (CCSD) waiver requests are based on an insufficient number of fully credentialed teachers who meet the District's employment criteria for needed position(s) as follows:

- Callahan, Jennifer – Career Technical Education: Hospitality, Tourism and Recreation, Grades 9-12
- Giblin, Nicolette – Career Technical Education: Arts, Media and Entertainment, Grades 6-8
- Hovnanian, Talin – Career Technical Education: Arts, Media and Entertainment, Grades 9-12
- Jacoy, Paul – Career Technical Education: Health Science and Medical Technology, Marketing, Sales, and Services; Business and Finance, Grades 9-12
- Mamtora, Shradda – Career Technical Education: Fashion and Interior Design, Grades 9-12
- Morua, Mariano – Designated Subjects Special Subjects: ROTC
- Ohanis, Aram – Career Technical Education: Engineering and Architecture, Manufacturing and Product Development, Grades 9-12
- Poole, Jacob S – Career Technical Education: Engineering and Architecture, Information and Communication Technologies, Manufacturing and Product Development, Grades 9-12
- Singh, Shalini – Career Technical Education: Marketing, Sales and Services, Business and Finance, Grades 9-12
- Toorian, Armen – Career Technical Education: Engineering and Architecture, Manufacturing and Product Development, Grades 9-12

Upon approval of this Variable Term Waiver Request by the California Commission on Teacher Credentialing (CCTC), the District will be permitted to hire waiver permit teachers for CLAD/English Learner Authorization. Notwithstanding, Glendale Unified School District will hire waiver permit teachers only when qualified, capable, fully certified teachers are unavailable.

These Waiver Requests will remain in force until June 30, 2024. Submission of the Waiver requests by the local education agency is a prerequisite to the issuance of any waiver permit by the California Commission on Teacher Credentialing. California Code of Regulations Section 80122 requires that the request for the waiver be adopted by the Governing Board at a regularly scheduled, public meeting of the Board. These waivers will provide teachers additional time to complete the requirements for the credential that authorizes the service assigned. The waivers are based on last year's actual needs, projected student enrollment, and staffing allocations for the 2023-2024 school year.

Our continued District priority is to recruit and hire fully credentialed and qualified teachers, but where that may not be possible, this will help ensure that the District has the correct people in each position, and appropriate professional development, time, and support to be successful in their jobs.

TO SUPPORT 2022-2023 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-2023 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 1

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: **Minutes**

The Interim Superintendent recommends that the Board of Education approve the Minutes, as listed:

- a) Regular Meeting No. 24, June 20, 2023

GLENDALE UNIFIED SCHOOL DISTRICT
223 N. Jackson Street
Glendale, California 91206-4380

BOARD OF EDUCATION MEETING NO. 24
UNADOPTED MINUTES
REGULAR MEETING, June 20, 2023

CALL TO ORDER AND ROLL CALL

The regular meeting of the Glendale Unified School District Board of Education was called to order by Nayiri Nahabedian, President of the Board of Education, at 5:02 p.m., on Tuesday, June 20, 2023, in the Board Room at the Administration Center, 223 N. Jackson Street, Glendale, California. The following members were present for roll call: Kathleen Cross, Jennifer Freemon, Ingrid Gunnell, Shant Sahakian and Nayiri Nahabedian.

The following administrators were present: Dr. Vivian Ekchian, Mr. David Greco, Dr. Kelly King, Ms. Santha Rajiv, and Dr. Darneika Watson.

PLEDGE OF ALLEGIANCE

Ms. Gunnell led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

Ms. Nahabedian read the following statement: "To accommodate the requirements of Government Code §54954.2 and in accordance with the Brown Act revisions, I declare that the agenda for this meeting was posted on the bulletin boards in the lobby of the Administration Center and the GUSD website 72 hours prior to this meeting."

APPROVAL OF AGENDA ORDER

A motion was made by Ms. Freemon and seconded by Mr. Sahakian to approve the agenda, as presented. Motion approved unanimously: AYES—Cross, Gunnell, Sahakian, Freemon, and Nahabedian.

PUBLIC COMMUNICATIONS

Due to the high number of speakers wanting to speak on the same subject, a motion was made by Mr. Sahakian and seconded by Ms. Gunnell to extend the time of public comment to hear all speakers for one minute. Motion approved unanimously.

1. Julie Owens thanked the Board for upholding the laws in protecting our students.
2. Melissa O'Neill spoke about the budget and to acknowledge that California has passed Proposition 18, which will bring more art funding to public schools. Only one of 5 schools offer art education. Art education matters as it help kids learn. She thanked the Board and superintendent for the great work they are doing for all kids.

PUBLIC COMMUNICATIONS (Continued)

3. Tricia Loper expressed her continued support to the Board. She thanked the Board for their hard work. She spoke about the lack of natural shades on our school campuses. During the break, we should start focusing on how we can improve our schools by better landscaping. Artificial turf is hot to sit on. Her proposal is to plant additional trees and allow kids to spend more time outside.
4. Jordan Henry spoke about GTA and their presence at a Pride event over the weekend. That event was cancelled by Glendale city, yet “Pickle,” a drag queen, was there. Pickle specifically targets youths. He is disgusted by the Board’s lies, deceit and absolute disregard for their duty to represent the people. They represent the teachers’ union and the state.
5. Ray Shelton asked if we gave him respect or kindness to his students. Does everyone in Glendale know that Gavin Newson met with GUSD to silence parents? You cannot change your gender. You can fight it in court, you do not have to implement the law. You have a choice. April 18 is a date he will remember for a long time.
6. Raffi Joe Wartanian said love is a jewel. Love is the jewel that is straight, curved, it is not uniform. The jewel might be twisted. Hate speech addressed as free speech; outside agitators disguised as caring comrades. He loves seeing through the disguise for doing so reminds him that knowledge is power, power is love, and love is a jewel inside of us all.
7. Allen Dish said he has been receiving threatening messages from Jordan Henry. We hear you, Jordan Henry, and what you are saying are lies. We should be concern when someone who wants political power in the city is willing to resort to threats. This guy is not your leader.
8. Seda Ter Stepanian clarified misinformation that is spreading around like a poisonous weed. You are portraying parents as violent, racist, and hateful. We see your comrades chanting against God, Christianity, and Armenian parents. There are no love in your comments. Instead, grant money is being used to brainwash, indoctrinate, and sexualize children.
9. Chantel Couseneau said we can see from the violence at the last meeting and today that it remains very important for loving parents and advocates to keep showing up to speak on the issue of empowerment and inclusion. In moments like these, we have a responsibility to be visible. Inclusive education directly teaches our children to stand up for themselves and each other. We need to love unconditionally. Thank you GUSD for being on the right side of history on this issue.
10. Rebeca Niederlander is a mom of a trans kid who she loves and support. She is here to speak for all the kids who are out there. She is not worried about her kid, however, she continues to worry about the children of people who don’t love them.

PUBLIC COMMUNICATIONS (Continued)

11. Daisy Gardner has children at LAUSD. She said some of the same people here today was at Saticoy Elementary in LAUSD, led by Jordan Henry. Jordan Henry has no children in Glendale Unified. She asked GUSD to partner with LAUSD to ask for tools from the Department of Education to protect stakeholders at public school board meetings. Parents, teachers, and children should not have to put up with this harassment.
12. Joy Coe thanked GUSD Board for upholding California law in supporting the LGBTQ community. Queer students need to be care for and loved. Thank you for continuing to support all of our students.
13. Autumn Keeton thanked the Board for their inclusive policies in recognizing all children. Being a parent of a seven year old, it is important to her that that he is taught inclusiveness to love and respect everyone. We should teach openness, integrity, and respect.
14. Gary Bondy said as a child he rejected his dad and identified as a female. Today, he loves who he is and loves his male body. Stop supporting lies and start supporting the truth in education. Stop teaching kids to hate their bodies.
15. Rev. Beth Krausse said the curriculum that is being taught to our children as young as seven is equivalent to child abuse. She beseech the Board to stop confusing loving kindness with acceptance. There is an agenda behind this and it is creating confusion, mental instability and fear.
16. Artineh Asadoorian said she saw a poster outside saying, “Queer and trans kids are under attack.” The Board is focusing on sex education when our test scores are dropping. She asked that we educate our children on reading and writing and leave the rest to the parents.
17. Mike Mohill said he invited Nayiri Nahabedian to a meeting to talk about the issues of GUSD. His newsletter is the largest in Glendale with about 25,000 viewers. Yet, he cannot sit with the press.
18. Sten Bidley said she is a lesbian and knows about dysphoria. There is zero evidence that transitioning does anything to improve student mental health. That is what the science says.
19. E. Gomez said she read, “Gets the Facts,” on the GUSD website. She understands that we are following the law. She is here to tell the Board how the law is damaging our children. Please start doing the right thing.
20. Jen Martinez, Gays Against Groomers, has been reading about all the trash articles written against Glendale parents and allies like them. This is being done to support hatred. These parent are not going to take it. Gays against Groomers stands with them. Stop polluting kids with this ideology.

MINUTES: June 20, 2023 – Regular Board Meeting

PUBLIC COMMUNICATIONS (Continued)

21. Justin Priest, Gays Against Groomers, said the Board members here do not care about the parents, the children or gay rights. They care about power and control. They also assume that gay people like him will go along with them.
22. Meg Martinez, Gays Against Groomers, said there has been a great divide in our community caused by government employees, like school district employees. Gay pride will also be about sexuality.
23. Roman Mykolyshyan said he hears a lot about book banning. He also hears a lot about hate. Gender identity is the main issue. He hears about California schools having a low ranking. There is one place that needs a revolution and that is with California schools.
24. Monica Karalis thanked the Board. The district has supported her family for 10 years. She is grateful for the support.
25. Dr. Nunez thanked the Board for the inclusive education in Glendale schools. GUSD is her home and she appreciates the district for making it safer for all of our children. Children of all identities have the right to be reflected in the curriculum. Conversations about diversity makes it safer for all children.
26. Elsa Addeguer said we should not be involved in teaching children sex. People change. Children kill themselves because after their mutilation, they can never go back to “normal.” Please remember, you work for us not the other way around.
27. Michael E said this is the United States. We are all Americans. We are not here about hate. We are a diverse group of parents. Many of us are here to say we do not want our children sexualized in any way. Many of these ideologies should not be taxpayer funded and should be taught outside of school. We all have the same rights.
28. Scott Wood feels GUSD is failing our students by promoting the LGBTQ curriculum, which promotes gender dysphoria. He objects to gender affirming care. There is nothing caring or life-affirming about this process. Make sure our children learn how to read and write.
29. Amiee Klem thanked the Board for their continue efforts to include all children and for the adoption of Pride Month. She still supports the LGBTQ community. All of our kids are “normal,” not just straight kids.
30. Mike Klem sees happy kids and families at school. Where is the truth that our students are being indoctrinated?
31. Mane Pelte said kids are our future. It is a shame what the district is doing to our kids. Education is very low in this country.

PUBLIC COMMUNICATIONS (Continued)

32. Luna Hernandez said it is lie that LGBTQ people are groomers and pedophiles. We have to fight for a world where people are not demonized for their differences, but valued for their differences.
33. Shannon Ten-Napel is shocked that concerns for her children are being labeled as hate speech and disinformation. The state of California and GUSD is taking away her rights as a parent to have age-appropriate conversations with her children regarding sexuality. We are teaching young children they can be born in the wrong body; we are allowing children to pick their pronouns. Is anyone looking for a diagnosis from a medical professional for gender dysphoria?
34. Belissa Cohen is a “LGB” activist. She wants to keep the focus in schools on academics rather than on sexual orientation. The “TQ” makes no sense at all.
35. Thomas Varela said we need to teach kids that they matter. Teaching kids that they don’t exist is hate speech. How would you feel if your child’s identity is erased?
36. Gerline Madatian asked the Board to consider what they would have done in her situation. Her son is in water polo and he was asked as well as the other players to leave the male restroom because one transgender boy needed to change. This is not acceptable that her son had to leave the male restroom to accommodate this transgender boy.
37. Xavier Flores wanted the parents to know that we need to register parents to vote. On the corner is a voter’s registration booth and also a sign up for parents to start organizing. We have to take matters into our own hands.
38. Marie Keshishian said our schools were highly rated. Take a look of what is being prioritized now. We want the best possible education for our youth, we want them to learn the basic skills of reading, writing, and science. It is not right for our children to be exposed to indoctrination. It goes against the rights of parents.
39. Ted Hommrich said this is not about LGBTQ civil rights. It is really a children issue. He hopes all sides find a middle ground where we can at least converse with each other. Our real interest is what is best for children, not political movements.
40. Cairo Antonio Lopez said he is sick and tired of what we are teaching our children. This is not a gay issue, it is a children issue. You should all be charged for pedophilia. We are going to vote all of you out.
41. Laura Eyett said her son will enter TK in August. Being a parent, we need to protect our children from hate. She is proud to live it Glendale that embraces diversity and inclusion. Thank you school board for standing up for love not hate and protecting our most vulnerable students.

PUBLIC COMMUNICATIONS (Continued)

42. Maria Yllescas said she represents Latino working parents. Stop indoctrinating our children with LGBTQ issues. This subject should be taught at home. Focus on math and science. Not all families can afford going to private school.
43. Sergey Saakyan said the parents are clear of their role as parents. They want to preserve their children's innocence as they see fit. The school board is one sided. Why do you want the right to sexualize kids? We are not going to tolerate this.
44. Kiran Raghavachary said in middle and high schools she was taught to tolerate others. She was taught that her identity was to be hidden simply because a small group disapproved. Those students deserve a safe place. It's there right. It's just who they are.
45. Sharon Raghavachury is Kiran's mother and as she said throughout high schools they had to hide their identity. No child should be scared. It is scary how bad it has become. She appreciates the Board for their support.
46. Margaret Voyles said it is sad to see how the parents are divided. She does want her kids mutilated. This needs to stop.
47. Beth Brooks said if you are listening to parents, parents are tired of schools being indoctrination center. Schools are for learning.
48. Cherish Quinn said this is about protecting the minds of our children. We are now seeing a lot of children mutilating their bodies because of gender confusion being introduced in school. What safeguards do we have a place to protect children as a result of mental health issues. The curriculum is going too far.
49. Sevak Asatryan spoke in Armenian. He did not want a translator.
50. Gaya Peterson spoke about Peer Counseling (Information 3). Kids are not equipped to be counselors. The language in your proposal is divisive. She also spoke about hate speech. She just wants her kid's school to be a sex-free zone. Protect our children's freedom of speech.
51. Dorit Waldman spoke about Peer Counseling II (Information 3). The course overview accuses parents for being responsible for their child's mental health issues, including self-harm and suicide. It is because of the parent's demand for perfection and pressure placed on the student to go to college. The liability of this program and the danger to students are astronomical.
52. C. Mesa spoke about Peer Counseling II course (Information 3). She objects to the curriculum. You are going to burden students with heavy dark, "R" rated topics. That is not appropriate. It is going to cause a lot of problems. If they do not have to follow HIPPA, they are free to discuss those topics with other students. She also spoke about gender ideology training for teachers. She would like to know why GUSD is having presentations to their teachers about gender transition surgery. What does that have to do with education?

PUBLIC COMMUNICATIONS (Continued)

53. Gayane Adamyan spoke about Peer Counseling II (Information 3). A lot of kids are young and immature. Gender ideology should not be taught in our schools. Peer counseling could include conversations on issues relating to home, school, and friends. Students are not mature enough to explain issues. They themselves are still learning. The syllabus is not clear. We cannot allow children to teach children, they need to go to an adult counselor.

53. Thelma Gonzalez, student, said her English teacher told her the only way Hispanic or Blacks will be successful is by selling drugs, guns, or hotdogs. The only people that can be successful is white people, Armenian people as they have privileges and can go to any college. She finds it disturbing when she gets called out on every subject. She said her health teacher has made harmful, inappropriate statements. She likes to insult her. She does not care who there are and doesn't mind beating them up.

54. Marina Vivar spoke about a meeting with Vivian Ekchian. Dr. Ekchian kept saying let's move forward. We cannot move forward if the same offenses are being done rhetoric. Did you share that her daughter was kicked out of school and illegally disenrolled? You discriminated against a young girl in an attempt to silence them. She encouraged others to come out and address their concerns as well.

CLOSED SESSION

The Board of Education convened to Closed Session at 7:25 p.m.

1. Conference with Labor Negotiators pursuant to Government Code § 54954.5

Agency designated representatives: Dr. Darneika Watson and Mr. David Greco,
Employee organization: Glendale Teachers Association and California School Employees Association-Glendale Chapter No. 3

2. Personnel matters relating to the appointment, employment or evaluation of school based and non-school based district management positions pursuant to Government Code §54957

3. Personnel matters relating to the discipline, dismissal and release of school-based employees pursuant to Government Code §54957

4. Conference with Legal Counsel – Anticipated litigation – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section §54956.9: One potential case

RETURN TO REGULAR MEETING/REPORTING OUT OF CLOSED SESSION

The Board of Education reconvened to Open Session at 9:25 p.m. President Nahabedian announced having not completed all the items in Closed Session, the Board will be returning to Closed Session after the Consent Calendar is approved.

MINUTES: June 20, 2023 – Regular Board Meeting

SUPERINTENDENT'S UPDATE

1. 2023-2024 School Year Updates

INFORMATION

1. Adoption of District Budget for 2023-24 (Refer to Action Report No. 2)
2. Proposed Revisions to Board Policy 6146.1 - Graduation Requirements
3. Proposed New Course of Study Outlines for Use in Middle and High Schools in the Area of Career Technical Education
4. Acknowledgements of Service
5. Board of Education Annual Organization Meeting

The above reports were presented for information only; no action was taken.

ACTION REPORTS

1. Adoption of the Glendale Unified School District 2023-2024 Local Control Accountability Plan (LCAP)

It was moved by Ms. Gunnell and seconded by Ms. Cross to approve Action Report No. 1, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

2. Adoption of District Budget for 2023-24

It was moved by Ms. Freemon and seconded by Mr. Sahakian to approve Action Report No. 2, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

3. Resolution No. 30 – Temporary Inter-Fund Cash Borrowing – Child Development Fund

It was moved by Ms. Freemon and seconded by Ms. Cross to approve Action Report No. 3, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

4. Resolution No. 31 - Temporary Inter-Fund Borrowing Between Funds

It was moved by Ms. Freemon and seconded by Mr. Sahakian to approve Action Report No. 4, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

ACTION REPORTS (Continued)

5. Approval to Renew Q Related Services Subscription with Aequitas

It was moved by Mr. Sahakian and seconded by Ms. Cross to approve Action Report No. 5, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

6. Approval of Amendment No. 1 to Project Authorization No. 406 with NAC Architectural Services at the Verdugo Woodlands Elementary School New Bridge Project

It was moved by Ms. Cross and seconded by Ms. Freemon to approve Action Report No. 6, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

7. Approval of Independent Consultant Agreement No. 671 with Converse Consultants for the Hoover High School Pool Project's Specialty Inspection and Testing Services

It was moved by Mr. Sahakian and seconded by Ms. Gunnell to approve Action Report No. 7, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

8. Approval of Amendment No. 1 to Project Authorization No. 601 with S. Torres Group, Inc. for the Clark Magnet High School CTE Project's DSA Inspection Services

It was moved by Ms. Cross and seconded by Ms. Freemon to approve Action Report No. 8, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

9. Approval of Independent Consultant Agreement No. 673 with S. Torres Group, Inc. for the Crescenta Valley High School Field Improvement Project's DSA Inspection Services

It was moved by Ms. Freemon and seconded by Mr. Sahakian to approve Action Report No. 9, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

10. Approval of Independent Consultant Agreement No. 670 with S. Torres Group, Inc. for the Hoover High School Pool Project's DSA Inspection Services

It was moved by Ms. Cross and seconded by Ms. Gunnell to approve Action Report No. 10, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

ACTION REPORTS (Continued)

11. Approval of the Services Agreement between Glendale Unified School District and STC Interpreting & Translation

It was moved by Ms. Freemon and seconded by Ms. Cross to approve Action Report No. 11, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

12. Approval of Memorandum of Understanding Between Foothill SELPA and Hathaway-Sycamores

It was moved by Mr. Sahakian and seconded by Ms. Freemon to approve Action Report No. 12, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

13. Approval of Memorandum of Understanding Between Glendale Unified School District and Hathaway-Sycamores for Providing Educational Support Services (ESS)

It was moved by Ms. Freemon and seconded by Ms. Gunnell to approve Action Report No. 13, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

14. Approval of Agreement Between Glendale Unified School District and Goalbook for Special Education Web-based Student Goal Support

It was moved by Ms. Cross and seconded by Ms. Freemon to approve Action Report No. 14, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

15. Approval of Memorandum of Understanding Between Glendale Unified School District and Hillside Education Center

It was moved by Ms. Freemon and seconded by Ms. Cross to approve Action Report No. 15, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

16. Approval of Technology Tool Licenses Renewal to Support Student Engagement, Blended Learning, and Assessments to Support High Quality Instruction

It was moved by Ms. Gunnell and seconded by Ms. Freemon to approve Action Report No. 16, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

MINUTES: June 20, 2023 – Regular Board Meeting

ACTION REPORTS (Continued)

17. Approval of Agreement with the University of California, Los Angeles, Graduate School of Education and Information Studies-Center X, to Provide Professional Development Training and Support for Introduction to Data Science (IDS) Courses

It was moved by Mr. Sahakian and seconded by M. Freemon to approve Action Report No. 17, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

18. Declaration of Need for Fully Qualified Educators for the 2023-2024 School Year

It was moved by Ms. Cross and seconded by Ms. Gunnell to approve Action Report No. 18, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

19. Approval of Facility Programs Budget Allocations

It was moved by Ms. Freemon and seconded by Mr. Sahakian to approve Action Report No. 19, as recommended. Motion approved by the following vote: AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

CONSENT CALENDAR

1. Minutes
 - a. Regular Meeting No. 23, June 6, 2023
2. Certificated Personnel Report No. 17
3. Classified Personnel Report No. 17
4. Warrants totaling \$18,648,468.87 for May 1, 2023 through June 20, 2023
5. Purchase Orders totaling \$1,053,685.41 for the period of May 29, 2023 through June 9, 2023
6. Appropriation Transfer and Budget Revision Report
7. Appropriation Transfers at Year-End
8. Acceptance of Gifts
9. District Membership in Designated Associations and Organizations for 2023-24
10. Approval to Renew E-Rate Consulting Services with Rupe Consulting Services, LLC
11. Award of Bid No. 255-23/24 for Lease Opportunity for Credit Union Branch Office and ATM Space at the Administration Building

MINUTES: June 20, 2023 – Regular Board Meeting

CONSENT CALENDAR (Continued)

12. Agreements with Various Law Firms to Provide Legal Services for the District for 2023-24 School Year
13. Approval for Purchase of Inner Orbit Licenses to Support Secondary Science Teachers with Preparing their Students for CAST Assessment
14. Approval of Educational Software for Guiding Instruction (ESGI) Contract Renewal for 2023-24
15. Approval of Renewal of Contract with Southland Disposal Company for Waste Disposal Services
16. Extension of Contract and Fee Increase for Security Guard Services at Various Sites
17. Approval to Renew the Agreement to Live Stream Board Meetings with Studio Spectrum
18. Approval of Consultant Agreement with Trusted Messenger Marketing (TMM)
19. School Plan for Student Achievement (SPSA)
20. Approval of Memorandum of Understanding between Glendale Unified School District and Beach Cities Learning
21. Approval of Special Education Master Contracts with Non-public Schools (NPS) and Non-public Agencies (NPA)
22. District Review Committee Approval of Waiver Requests
23. Designation of California Interscholastic Federation Representatives
24. Approval of Services Agreement with Academic Language Advocacy Services

It was moved by Ms. Gunnell and seconded by Ms. Cross to approve the Consent Calendar, as presented. Motion approved unanimously, except on Consent Item #11, in which Ms. Freemon abstained. AYES—Cross, Freemon, Gunnell, Sahakian, and Nahabedian.

RETURN TO CLOSED SESSION

The Board reconvened to Closed Session at 10:37 p.m. and returned to open session at 11:15 p.m.

REPORTING OUT OF CLOSED SESSION

Board President Nahabedian announced that Dr. Ekchian will be retiring at the end of the school year, bringing to a close her 38 year career in public education. After careful deliberation by the Board, the Board voted 5-0 to appoint Dr. Darneika Watson, Chief Human Resources and Operations Officer, as Interim Superintendent, effective July 1, 2023, while the Board of Education determines next steps.

REPORT FROM THE SUPERINTENDENT

Dr. Ekchian said it is with mixed emotions that she made a decision to retire as the Superintendent of Glendale Unified School after four incredible years. She can think of no better way to cap off a 38-year career in education than to have the opportunity to serve families and students in her own community. As she reflects on the time as Superintendent, it is the relationships she has built within this community that she will cherish most. First and foremost, she expressed her deepest gratitude to everyone. The support, dedication, and commitment that have been shown throughout her tenure have been truly inspiring. The collaboration, support and shared vision for our students' success have been the foundation of our achievements. She is grateful for the trust placed in her and for the opportunity to be part of your educational journey. Although she will be stepping away from her role, she is confident that our school district will continue to thrive under new leadership. She congratulated Dr. Watson. She has full faith in the capable hands of our administrators, teachers, and staff, who are dedicated to providing the best possible education for our students. Together, they will forge new paths, embrace innovation, and build upon the strong foundation we have laid together. In closing, she expressed her heartfelt appreciation to every member of our school community. Their support, collaboration and passion for education has made her tenure as Superintendent a truly fulfilling experience. She will forever cherish the memories we have created and the lives we have touched.

REPORTS FROM THE BOARD

Mr. Sahakian expressed his gratitude to Dr. Ekchian. She has navigated the district through challenging times. With her wealth of experience and dedication, our district has benefited by her leadership. He thanked her for 38 years of devoted service to public education. She kept students at the student of every conversation. She will be missed. He also looks forward to working with Dr. Watson. On behalf of his family and the entire school district, he thanked her for her service.

Ms. Cross congratulate Dr. Ekchian on her retirement. She led with integrity. With 38 years in public education, she has touched so many lives. As a child, Ms. Cross said she was taught you always leave something better than you found it. Dr. Ekchian has accomplished that. She thanked her for being a part of our district.

REPORTS FROM THE BOARD (Continued)

Ms. Gunnell said she and Dr. Ekchian grew up together at LAUSD and now at GUSD. In 2019, it was ground-breaking to have her as our first female, Armenian Superintendent. Her journey as an immigrant has led from working as a classified employee to Superintendent. It is a testament to her perseverance and to her commitment to students and employees. She congratulated her on her retirement and thanked her for everything she has done for our children in Los Angeles and in Glendale.

Ms. Freemon said we have been lucky to have Dr. Ekchian for four years. The impact that she had in public education runs statewide and nationwide. Her focus on equity and access and making sure that everything we do is student centered was clear. That impact is not going away anytime soon. Dr. Ekchian have mentored countless people. She appreciated having the time we had with her and she looks forward in seeing what she does next.

Ms. Nahabedian congratulated Dr. Ekchian. She is leaving a legacy here and will be remembered for everything she has done for students and families. The relationships she brought to GUSD, her grace and kindness while working with others in an attempt to take care of us in the district, will be remembered. Her heart and intentions have constantly been on what is best for our students. She has elevated student voice and choice and partnerships. She is leaving this district much better than she found it. She has been a powerful role model for our students and adults alike. On behalf of the Board, she wished her the best in retirement and look forwards to her continued presence in the community. She congratulated Dr. Watson as well.

ADJOURNMENT

There being no further business, President Nahabedian adjourned the meeting at 11:30 p.m.

Nayiri Nahabedian
President, Board of Education

Shant Sahakian
Clerk, Board of Education

Board of Education Minutes - Regular Meeting, June 20, 2023

Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent

Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 2

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBJECT: CERTIFICATED PERSONNEL REPORT NO. 1

It is recommended that the following report be approved as presented:

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Maternity Leave of Absence</u>		
1.	Sarkisyan, Mery Teacher, Regular TK La Crescenta Elementary	6/23/23 through 9/15/23
2.	Spain, Julia Teacher, Regular Kindergarten Valley View Elementary	9/11/23 through 10/26/23
<u>Change of Maternity Leave of Absence</u>		
1.	Bedrousi, Soseh Teacher, Regular Art Glendale High School	5/03/23 through 7/11/23
<u>Parental Leave of Absence</u>		
1.	Spain, Julia Teacher, Regular Kindergarten Valley View Elementary	10/27/23 through 12/21/23
<u>Health Leave of Absence</u>		
1.	Buyer, Michele Nurse Student Services	5/13/23 through 9/02/23

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Health Leave of Absence (Cont.)</u>		
2.	Dale, Beatriz Teacher, Early Education Marshall Elementary CDCC	6/22/23 through 7/07/23
<u>Extension of Health Leave of Absence</u>		
1.	Dolgin, Elaine Teacher, Special Education La Crescenta Elementary	8/15/22 through 12/31/23
<u>Family & Medical Leave of Absence</u>		
1.	Buyer, Michele Nurse Student Services	5/13/23 through 9/02/23
2.	Dale, Beatriz Teacher, Early Education Marshall Elementary CDCC	6/22/23 through 7/07/23
3.	Erwin, Jesse Psychologist Special Education	6/12/23 through 6/23/23
4.	Sarkisyan, Mery Teacher, Regular TK La Crescenta Elementary	6/23/23 through 9/15/23
5.	Spain, Julia Teacher, Regular Kindergarten Valley View Elementary	9/11/23 through 12/08/23
<u>Change of Family & Medical Leave of Absence</u>		
1.	Bedrousi, Soseh Teacher, Regular Art Glendale High School	5/03/23 through 7/11/23

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>General Purpose Leave of Absence</u>		
1.	Zargaryan, Victoria Teacher, Regular 2 nd Grade FLAG R.D. White Elementary	8/14/23 through 6/06/24
<u>Home Responsibility Leave of Absence</u>		
1.	Dasgupta, Sara Teacher, Regular RTI Lincoln Elementary	5/25/23 through 6/08/23
2.	Dasgupta, Sara Teacher, Regular RTI Lincoln Elementary	8/14/23 through 6/06/24
<u>Additional Assignment</u>		
1.	Bertolini, Georgia Bessler, David Graves, Mardy O'Rourke, Corky Stuffel, Linda Telles, Patricia	Verdugo Academy Home Hospital Teacher, as needed Special Education 6/12/23 through 7/17/23 Regular Hourly Rate Not to exceed 6 hours per week, per home hospital student 01.0 00000.0 19006 10000 1130 0000600
2.	Field, Steven Khodagulyan, Tatevik	Teachers, as needed, to be Assistant to the Principal at Columbus Elementary School for the 23-24 school year. 8/14/23 through 6/30/24 \$85.98 per month for 11 months. General 01.0 00000.0 11301 10000 1170 0005616
3.	Walgenbach, Aaron Kellogg, Laura Field, Steven Rosales, Michael	Teachers, as needed, to work for Special Education FACTS Program during ESY. 6/12/23 through 7/17/23 \$44.10 per hour Not to exceed 1 hour per each day Special Education - FACTS 01.0 65000.0 57603 11100 1130 5400000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u> (Cont.)		
4.	Abramian, Laura Aldaco, Ruby Arenson, Paula Bell-Bottomley, Denise Campbell, Shellie Coram, Donella Dziok, Nancy Frakes, Kristin Garrubba, Jennifer Hall, Amber Harlan, Leslie Hardash-Pitt, Kimberly Hernandez, Marta Hickman, Beverly Haydt, Christina Kwan, Benjamin Lescher, Whitney Lyons-Heberger, Shannon Jeon, Melinda Sandoval, Luis Schroeder, Kelly Smith, Katherine Stephan, Melissa Stout, Rachel Tamez, Elizabeth Thiesmeyer, Yolanda Young, Wendy	Teachers, as needed, to provide after school Student Enrichment / Intervention at Mountain Avenue 8/01/23 through 6/30/24 Hourly Rate of Pay: \$40.95 per hour for preparation Not to exceed \$1,500.00 \$44.1 per hour for teaching Not to exceed \$1,500.00 Not to exceed \$3,000.00 in total. 01.0 95100.0 11100 10000 1130 3900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u> (Cont.)		
5.	Abramian, Laura Aldaco, Ruby Arenson, Paula Bell-Bottomley, Denise Campbell, Shellie Coram, Donella Dziok, Nancy Frakes, Kristin Garrubba, Jennifer Hall, Amber Harlan, Leslie Hardash-Pitt, Kimberly Hernandez, Marta Hickman, Beverly Haydt, Christina Kwan, Benjamin Lescher, Whitney Heberger, Shannon Jeon, Melinda Sandoval, Luis Schroeder, Kelly Smith, Katherine Stephan, Melissa Stout, Rachel Tamez, Elizabeth Thiesmeyer, Yolanda Young, Wendy	Teachers and Teacher Specialist, as needed, to provide after school Student Enrichment / Intervention at Mountain Avenue Elementary School 8/01/23 through 6/30/24 District Initiated Special Projects rate of pay of \$40.95 (for planning) Not to exceed \$2,500.00 total Categorical Project Instruction rate of pay of \$44.10 per hour Not to exceed \$2,500.00 Total Not to exceed \$5,000.00 in total. Supplemental 01.0 01000.0 11100 10000 1130 3900000
6.	Elementary Principals To complete additional duties and professional development. Various school sites	7/01/23 through 6/30/24 Daily rate of pay Not to exceed 2 days
7.	Alexan, Armineh Principal to oversee the Elementary Music Program, as needed. Educational Services	7/01/23 through 6/30/24 Daily Rate of Pay Not to Exceed 5 Days 01.0 00000.0 00000 27004 1331 300000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment</u> (Cont.)		
8.	Cutter, Emma Elementary Teacher/Assistant to the Principal for the 2023-24 school year. College View School	8/14/23 through 6/07/24 Not to exceed \$85.98 per month for 11 months. Budget Code(s) 01.0 65000.0 57611 11100 1170 5000000
9.	Mejicanos, Maria Marcela Teacher, as needed, to work with a Special Education student	6/26/23 through 7/21/23 Regular hourly rate of pay Not to exceed 2 hrs/day, 4 days/wk Special Education - SAI - Core 01.0 65000.0 57608 11200 1130 0000600 6/19/23 through 7/17/23 At \$44.10 per hour rate of pay Not to exceed 1.5 hrs/wk Special Education - SAI - Core 01.0 65000.0 57608 11200 1130 0000600
10.	Perez, Rebecca Teacher, as needed to design and complete hand-painted art work in the foyer at Toll Middle School.	7/01/23 through 7/31/23 At her established hourly rate of pay. Not to exceed 10 hours. 01.0 95100.0 11100 10000 1130 0700000
11.	Pogarian, Lori Language, Speech & Hearing Specialist, as needed, to work for Summer School 2023 Special Education	6/20/23 through 7/14/23 Summer School rate of pay Not to exceed 20 days Special Education - Summer School 01.0 65000.0 57609 11100 1130 0000600

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Additional Assignment (Cont.)</u>	
12.	Schroeder, Kelly Teacher, as needed, for Assistant to the Principal Mountain Avenue Elementary	8/01/23 through 6/30/24 Not to exceed \$945.78 for the school year (\$85.98 per month/11 monthly payments). 01.0 00000.0 11301 10000 1170 0005616
13.	Suh, Christopher Teacher Specialist, as needed, to prepare for the new school year - Sort/Distribute textbooks, copy 504s for teachers, send teachers SST list, Prepare Google Login rosters, prepare student/teacher/parent compact. Valley View Elementary	6/13/23 through 8/31/23 Regular daily rate of pay for 3 days 6/13, 8/07, 8/10. 01.0 01000.0 11100 10000 1130 4100000
14.	Tamez, Elizabeth Teacher Specialist, as needed, to support administration, staff and teachers with the opening and closing of 2023- 2024 school year at Glenoaks Elementary School	8/01/23 through 6/30/24 Daily rate of pay Not to exceed 5 days total Supplemental 01.0 01000.0 11100 10000 1130 2900000
15.	Watson, Darneika Chief Human Resources and Operations Officer, as needed, to serve as Interim Superintendent Superintendent's Office	7/01/23 through 6/30/24 Regular Rate of Pay Not to exceed \$3,500.00/month 01.0 00000.0 00000 71005 1313 0000610

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
16. Wick, Jennifer Arlene	Teacher/Special Education Teacher, as needed, to plan and prepare at Keppel ES for Summer School 2023 Special Education	6/09/23 through 6/09/23 At the \$40.95/hr rate Not to exceed 4 hrs Special Education - Summer School 01.0 65000.0 57609 11100 1130 0000600

Change of Assignment

1. Caban, Crystal	TO: Teacher Specialist Teaching & Learning FROM: Teacher, Regular Glendale High School	Effective 8/14/23 186 days
2. Schpok, Andrea	TO: Teacher Specialist, Probationary, 2 nd year Special Education FROM: Teacher, Special Education Probationary, 1 st year Special Education	Effective 8/14/23 186 days
3. Weller, Emily	TO: Teacher Specialist Mann Elementary FROM: Teacher, Regular Valley View Elementary	Effective 8/14/23 186 days
4. Zargaryan, Armine	TO: Teacher Specialist Columbus Elementary FROM: Teacher, Regular Jefferson Elementary	Effective 8/14/23 186 days

Position Effective Dates
And Salary Rate

Summer School

The following teachers are elected for Hourly/Daily Assignments for Summer School, as needed at the Summer School Rate of Pay from 6/12/23 to 7/17/23

<u>School</u>	<u>Name</u>	<u>Assignment</u>
Hoover High School	Lusine Martirosyan	Special Education

Election to Management Position

- | | | | |
|----|--------------------|---|-------------------------------|
| 1. | Ahangarzadeh, Emil | TO: Assistant Principal,
Probationary, 1 st year
Roosevelt Middle School | Effective 7/03/23
210 days |
| 2. | #50434 | TO: Coordinator II,
Community Schools
Equity, Access & Family
Engagement | Effective 7/12/23
220 days |
| 3. | #36570 | TO: Assistant Principal,
College View | Effective 7/18/23
220 days |
| 4. | Neuer, Eva | TO: Assistant Principal,
Elementary
Muir Elementary | Effective 7/12/23
210 days |

Election

- | | | | |
|----|--------------------|---|--------------------------------|
| 1. | Adamson, Lisa | Teacher, Temp Contract
Glenoaks Elementary | 8/14/23 through 6/06/24
40% |
| 2. | Aguilar, Shari Ann | Teacher Specialist
Probationary, 1 st year
Special Education
Hoover High School | Effective 8/14/23 |
| 3. | Amezquita, Jessica | Teacher, Probationary, 2 nd
year
Special Education
Columbus Elementary | Effective 8/14/23 |

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>		
4.	Atin, Sarah Rohrback Teacher, Probationary, 2 nd year Glenoaks Elementary	Effective 8/14/23
5.	Bagiryan, Diana Teacher, Temp Contract Toll Middle School	8/14/23 through 6/06/24
6.	Beghouzian, Katharine Teacher, Probationary, 2 nd year Balboa Elementary	Effective 8/14/23
7.	Bogossian, Hilda Teacher, Temp Contract Clark Magnet High School	8/14/23 through 6/06/24 60%
8.	Buchanan, Angela Teacher, Temp Contract R.D. White Elementary	8/14/23 through 6/06/24
9.	Carbajal, Kristina Teacher, Probationary, 2 nd year Glendale High School	Effective 8/14/23
10.	Casey, Kylee B. Teacher, Probationary, 2 nd year Fremont Elementary	Effective 8/14/23
11.	Cheney, Michele I. Teacher, Temp Contract Crescenta Valley High School	8/14/23 through 6/06/24
12.	Darmanian, Leona Teacher Specialist, Probationary, 2 nd year Marshall Elementary	Effective 8/14/23
13.	Dzhbrayan, Karine Teacher, Probationary, 2 nd year Wilson Middle School	Effective 8/14/23
14.	Eulmessekian, Pateel Teacher, Probationary, 2 nd year Hoover High School	Effective 8/14/23

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>		
15. Forbes, Zachary	Teacher, Probationary, 1 st year Crescenta Valley High School	Effective 8/14/23
16. Genachte Le Bail, Delphine	Teacher, Probationary, 2 nd year Franklin Elementary	Effective 8/14/23
17. Giblin, Nicolette P.	Teacher, Temp Contract CTE Roosevelt Middle School	8/14/23 through 6/06/24 40%
18. Heine, Donovan K.	Teacher, Temp Contract Glenoaks Elementary	8/14/23 through 6/06/24
19. Hernandez, Emma N.	Counselor, Temp Contract Hoover High School	7/24/23 through 6/06/24
20. Maksoudian, Lilit	Counselor, Probationary, 2 nd year Glendale High School	Effective 7/24/23
21. Mamtora, Shraddha	Teacher, Probationary, 2 nd year CTE Roosevelt Middle School	Effective 8/14/23
22. Mkrtychyan-Antonyan, Anna	Teacher, Probationary, 2 nd year Clark Magnet High School	Effective 8/14/23
23. Pearson, Lori	Teacher, Temp Contract Glendale High School	8/14/23 through 6/06/24
24. Potvin, Mikela J.	Teacher, Probationary, 2 nd year Franklin Elementary	Effective 8/14/23

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Election (Cont.)</u>		
25.	Rabanes, Alexa	Teacher, Probationary, 2 nd year Special Education Dunsmore Elementary	Effective 8/14/23
26.	Rosales, Monica	Psychologist, Probationary, 1 st year Special Education	Effective 7/03/23
27.	Salce, Juliana	Teacher, Probationary, 1 st year Hoover High School	Effective 8/14/23
28.	Sanchez, Angelica S.	Teacher, Probationary, 2 nd year Crescenta Valley High School	Effective 8/14/23 80%
29.	Sargsyan, Eliza	Teacher Specialist, Probationary, 2 nd year Jefferson Elementary	Effective 8/14/23
30.	Sharma, Kirk	Teacher, Probationary, 1 st year Hoover High School	Effective 8/14/23
31.	Simmons, Patrice	Teacher Specialist, Probationary, 2 nd year Cerritos Elementary	Effective 8/14/23
32.	Smythe, Bo	Teacher, Probationary, 1 st year Fremont Elementary	Effective 8/14/23
33.	Son, Kristyn	Teacher, Probationary, 1 st year Monte Vista Elementary	Effective 8/14/23

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>		
34.	Toth, Valerie Teacher, Probationary, 1 st year Toll Middle School	Effective 8/14/23
35.	Valencia, Darlene L. Teacher, Probationary, 1 st year Marshall Elementary	Effective 8/14/23
36.	Velasquez, Paulina I. Teacher, Temp Contract Crescenta Valley High School	8/14/23 through 6/06/24
37.	Yi, Silvia Counselor Crescenta Valley High School	Effective 7/24/23

Election Hourly/Daily

1.	Asatryan, Arpi Cha, David Elaryan, Anush Flamenco, Maria Lorena Gottheil, Ignacio Grigorian, Tina Hayrikyan, Lucin Igraryan, Emma Ortiz, Rafael Peterson, Scott Shahinyan, Anna Wenn, Jonathan	Teachers/ Teacher Specialist to attend English 3D Summer School training sessions on June 1, 2023 or June 6, 2023. EAFE	6/01/23 through 6/06/23 Hourly Rate of Pay Not to exceed \$3,000.00 01.0 42030.0 47600 10000 1130 0000673
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	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
2.	Chung, Nicki DeFelice, Kendra Durry, Pattie Eleftheriadou, Mary Flamenco, Maria Lorena Kianian, Hilda Schwarzmann, Dana Tatevosian, Mary	Teachers, as needed, to pack and move classrooms after school hours at John Muir Elementary School
		5/01/23 through 6/25/23 District Initiated Special Projects rate of pay of \$40.95 per hour (for planning) Not to exceed 10 hours each total Title I 01.0 30100.0 11100 10000 1130 4000000
3.	Hamo, Matthieu Henry Nicoll, Carol Junge, Jennifer Sanchez, Savanna Sondergaard, Kaja	Teachers, as needed, to carry out ILT planning at Glenoaks Elementary School
		6/12/23 through 6/12/23 District initiated special projects rate of pay of \$40.95 per hour for planning. Not to exceed 7 hours each total. Supplemental 01.0 01000.0 11100 10000 1130 2900000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u>		
<u>(Cont.)</u>		
4.	Castillo, Liliana Mann Elementary School	Teacher, as needed, to provide support as "Champion Teacher" to the CalFresh Healthy Living Program Grant
	Negrete, Ana Cerritos Elementary School	7/01/23 through 6/30/24 \$44.10 per hour Not to Exceed 75 hours total 01.0 94033.0 00000 21000 1130 0000662
	Rodriguez, Corina Roosevelt Middle School	
	Tapper, Alicia Roosevelt Middle School	
	Weimar, Marina Thomas Jefferson Elementary School	

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
5.	Abeleda, Jeanet Aceituno-Rivera, Alleson Alquisiras, Viviana Alvarez, Nuvia Andreasyan, Nargiz Augustine-Fowler, Christina Avanesian, Hilda Azatyan, Kristine Brown, Tia Castillo, Christa Chobanyan, Vera Christiansen, Nonita Contreras, Bernardo Dale, Beatriz Derbedrosian, Lucia Dittes, Tammera Duvardo, Jackie Gallardo, Maria Anna Galstians, Pamela Ghanbary, Evelina Gullessarian, Tamar Hacopian, Alina Hernandez, Erica Hernandez, Keren- Happuch Hodges, Lawanda Islam, Rukti Lara, Cecilia Makasjian, Liza Manoukian, Anita Mason, Michelle Mendez, Ingrid Mirzakhonian, Helen Moradi, Tamik Painter, Christina Petrossian, Alice	Head Teachers and teachers as needed for Child Development and Child Care (CDCC) for working with students 7/01/23 through 6/30/24 \$44.10 per hour, not to exceed 100 hours each. Child Development Activities 12.0 50251.0 85000 10000 1130 0000671 Self-Support Combined 01.0 91500.0 85000 10000 1130 0000671 Self-Supporting Daycare 01.0 91400.0 85000 10000 1130 0000671 After School Education & Safety 01.0 60100.0 11100 10000 1130 0000671 California State Preschool 12.0 61052.0 85000 10000 1130 0000671 Child Development Activities 12.0 61051.0 85000 10000 0000671 ELOP 01.0 26000.0 85000 10000 1130 0000671 Child Development Activities 12.0 50252.0 85000 10000 1130 0000671 Self-Supporting Daycare 01.0 91300.0 85000 10000 1130 0000671 California State Preschool 12.0 61050.0 85000 10000 1130 0000671

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily</u>			
<u>(Cont.)</u>			
	Puranan, Maliwan		
	Rafael, Janice		
	Retana-Valle, Susan		
	Rodriguez, Lilian		
	Rojas, Karina		
	Safarloo, Araks		
	Salas-Noori, Aydee		
	Sanchez, Martha		
	Scheidhauer, Judy		
	Valijan Rima		
	Vasquez, Yuritzzy		
	Ziraki, Diana		
6.	Agabalian, Bella Arora, Surinder Rita Aroyan, Christine Boggs, Arus Boyd, Mark Calva-Despard, Michelle Carl, Ramona Castro, Roxana Chobanyan, Hasmik Choi, Unis Darbinyan, Anna Escobar, Marylou Fujie, Chie Galvez-Grado, Sylvia Garza, Nancy Haydt, Christina Holden, Christine Hong, Jenny Kamiya, Roselia Kennett, Jill Keshishian, Melissa Kingsbury, Jennifer Lafee, Cassidy Lau, Caroline	Teachers as needed to attend Carolina Science Trainings during the 2019-20 school year. Human Resources	8/01/19 through 6/27/20 At the Employee's Hourly Rate of pay, not to exceed 1.5 hrs per employee 01.0 00000.0 00000 72002 1130 0001615

Effective Dates
And Salary Rate

Position

Election Hourly/Daily
(Cont.)

LeBlanc, Lawrence
Mann, Shelby
Martinez, Sylvia
Mazur, Margaret
McGrath, Mike
Meza, Cynthia
Miketta, Lynette
Miranda, Emily
Mirzayan, Tamar
Nerland, Elizabeth
Henry Nicoll, Carol
Park, Julie
Petrossians, Taleen
Ramos, Luz
Rivera, Renee
Sahakian, Azniv
Sarkissian, Adrineh
Smith, Katherine
Spain, Julia
Schneider, Ute
Tamez, Elizabeth
Tarverdians Christina
Timmons, Christina
Tiscareno, Araceli
Traber, Allister
Velasquez, Arturo
Villagran, Ashley
Woodward, Jeanette
Youn Darae
Zargaryan, Victoria
Zecena-Rubio, Debra

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily (Cont.)</u>			
7.	Akopyan, Armine Andranian, Armena Antonian, Armineh Avakyan, Armine Aviles, Gilbert Barocio, Danny Barsegyan, Nana Casillas Marie Chambers, Veronica Chaolertyotin, Pearl Chen, Courtney de Bruijn, Rens De La Rosa, Anthony Dzhbrayan, Karine Elaryan, Anush Encinias, Jill Faieta, April Fink, Sandra Galfayan, Gagik Graziani, Daniel Grigori, Virginia Guzman, Annette Hakobyan, Nare Herington, Christina Jackson, Paula Lamoreaux, Robin Lombardi, John Ludwig, Hans Markos, Chris Minnig, Timothy Nam, Joan Nersisyan, Karine Okuda, Tae O'Neal, Rebecca Orris, Christina Ortiz, Gerald Panosyan, Tamara Peterson, Scott Regli, Peter Rizzo, Christopher Roberts Berger, Nancy	Teachers and Teacher Specialist, as needed, to work on Academic and SEL Lesson Planning at Woodrow Wilson Middle School	7/01/23 through 6/30/24 At District Initiated Special Projects Rate of Pay of \$40.95 per hour for planning. Not to exceed \$20,000.00 total. Supplemental 01.0 01000.0 11100 10000 1130 0800000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
	<u>Election Hourly/Daily</u>	
	<u>(Cont.)</u>	
	Stanczak, Bozena	
	Sutphin, Valerie	
	Taylor, Gina	
	Thomas, Christina	
	Thompson Elizabeth	
	Wilson, Morgan	
	Yesayan, Sona	
8.	Ayala, Peter Battles, Sarah	Teachers, as needed, to participate in inquiry cycle planning at Cerritos Elementary School
		7/12/23 through 8/31/23 District Initiated Special Projects rate of pay of \$40.95 (for planning) Not to exceed 16 hours total Supplemental 01.0 01000.0 11100 10000 1130 2200000
9.	Abdus-Samad, Ajeenah Adamian, Arthur Aghoian, Jack Ara Ainian, Juliet Elias Alaverdyan, Nune Allen, Christine Steenken Allen, Richard Alvarado, Paul Alvarenga, Maryeline Andrade, Melissa Arakelyan, Mariam Arzoumanian, Rene Assaf, Nadia Avagyan, Ruzanna Avanessian, Toma Avanessians, Katrin Avedisian, Ana Avila, Betsy Ayala, Diana Marbella Bagumyan, Sasoon	Substitute Teachers, as needed for the 2023-2024 school year.
		8/14/23 through 7/31/24 Substitute teachers daily rate of pay. 01.0 00000.0 19004 10000 1160 0004615

Position

Election Hourly/Daily
(Cont.)

Barton, Stephen
Baznekian, Aleksis
Berv, Mahlon
Bokor, Antonella
Bouldin, Vickie
Bumstead, Jon
Campbell, Shellie
Malynn
Caporicci, Laura
Carrillo, Elizabeth
Carrillo, Irma
Chavez, Frank Joseph
Cheney, Darrell Donald
Cho, Joon Seo (Alex)
Cho, Maristela
Christensen, Mark
Chung, Angela
Ciruela, Marlon
Comras, Cathi
Corfee, Brittany
Cox, Heidi
Cragen, John
Davis, Todd
Daylami, Tahereh
Drewe, Lynn
Driffill, Carol Anne
Eloyan, Lilian
Erekson, Isabela Jude
Farmer, Paige Olson
Ferrara, Katie
Forbes, Zachary
Fordiani, Anthony
Fordiani, Eva
Funderburk, Shannon
Funk, Josephine
Garrett, Kelsey
Garvin, Quincy
Gellman, Paul

Position

Election Hourly/Daily
(Cont.)

Gevorkian, Lala
Gibney, Camille
Gieselman, Kevin
Gonzalez, Alex
Goodman, Rebecca
Gossard, Codi
Grigorian, Lori
Grigoryan, Arevik
Grigoryan, Stella
Gwilt, Terry
Hacker, Elaine
Hakopian, Angel
Harber, Christiane
Harutyunyan, Tatevik
Hemmati, Shayan
Hiller, Brian D
Ho, Michelle
Hovnanian, Talin
Irace, William
Isaeian, Mazhan
Janoyan, Rita
Jeong, Soojin
Johnson, Monnavar
Juarez, Eric
Kaprielian, Sonia
Karabedian, Gary
Keshishian, Androuhi
Kim, Diane Bo Kyung
Kim, Geny
Kim, Jihyun
Kim, Jinnie Youngjin
Kim, Nicolas
Kim, Yehun
King, Sydney
Kosaka, Catherine
Kostandyan, Nonna
Kralik, Catherine
Kunsagi, Klara

Position

Election Hourly/Daily
(Cont.)

Lalama-Brouwer,
Genie
Landaverde, Johan
LaSalandra, Leonard
Laux, Dennis
Leduc, Noble
Lee, Eun Sook
Lindley, Brittany
London, Jonathan
Lopez, Erika
Lopez, Gabriela
Lubatti, Caroline
Machado, Claudette
Madison, Valencia
Mangahis, Carmela
Manukyan, Tatevik
Markarian, Kathryn
Markarian, Liana
Martirosyan, Lusine
Maynard, Andrew
Mazmanian, Suzie
Mazmanyman, Lilit
Mcafee, Catherine
McCarty, Aidan
McDonald, Rachel
McHargue, Jennifer
Merchant, Matthew
Mideros, Karla
Miller, Colby
Miller, Patrick
Millien, Noelle
Minasian, Arpine
Min-Lee, Christine
Morphy, Jinyoung
Movsisian, Haik John
Na, Alexander
Nagao, Karen
Nalbantian, Jean

Effective Dates
And Salary Rate

Position

Election Hourly/Daily
(Cont.)

Nargizyan, Elizabeth
Nazari, Anush
Nazaryan, Michelle
Newcomer, Susan
Nikogosian, Naira
O'Farrell, Stacie
Oganesyan, Sepana
Oghlian, Caroline
Oghlian, Lisa
Ohanian, Hermik
Ohanian, Orrin
Oiwake, Susan
Oliver, Susan
Oliveri, Sophia
Olmedo, Rebeca
O'Rourke, Margaret
Owens, Elena
Palacios, Janis Pamela
Panageas, Sophia
Panosian, Camelia
Paployan, Teresa
Paredes, Jesse
Pascual-Lopez, Teresa
Peerali, Olga
Peregon, Masae
Peshkepia, Cristal
Phillips, Esther
Pogosian, Elena
Pucci, Robert
Pyon, Yeon Sarah
Radcliffe, Maya
Ramirez, Ulysses
Reik, Dee Ann
Reinhardt, Shannon
Rigney, Clare
Robertson, Michelle
Rose, Cameron
Rosinski, Alec

Position

Election Hourly/Daily
(Cont.)

Rostami, Arpi
Roxas, Chelsea
Rush, Sarah
Saltzman, Harvey
Samford, Mark
Samuelson, Monica
Sanchez, Irma
Sarafyan, Luiza
Sayre, Scott
Seco, Joshua
Sedgwick, David
Seeto, Kathleen
Sharp (Takada), Naoko
Simonian, Valerie
Singh, Shalini
Smith, Barrett
Smith, Tawni
Solares, Lucia
Song, SunJeong
Spears, Cynthia
Steckermeier, Joseph
Steele, Karen
Stehly, Sarah
Strand, Bonnie
Switzer, Ann E
Takieddine, Najla
Tanabe, Keiko
Tenner, Kristina
Tereyan, Suzanna
Terrazone, Elin
Terteryan, Mariam
Torio, Aaron
Torosyan, Tatevik
Torres, Erika
Tsatouryan, Zhaklin
Van Bremen, Karin
Vasghanian, Lilia
Vazquez, Raquel

Position

Effective Dates
And Salary Rate

Election Hourly/Daily
(Cont.)

Verde, Jesus
Vitanza, Elizabeth
Wade, Jack
Waldheim, Mary
Waters, Leland
Winters Salazar, Leslie
Witler, Esther
Won, Mihye
Yang, Stephanie
Yeghiazaryan, Edgar
Yermian, Jaklin
Young, Elizabeth
Zahedi, Kathy
Zakaryan, Iskuhi
Zargaryan, Goarine
Zevallos, Elva

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u>		
<u>(Cont.)</u>		
10.	Summer Camp Coaches Summer 2023	6/01/23 through 8/31/23
	Alvarado, Andrew	Cross Country and Track
	Arakelyan, Garegin	Boys Basketball
	Bacon, Bridget	Pep/Dance/Cheer
	Barchan, Lane	Football
	Cohen, Debra	Softball
	Double, Porshe	Girls Water Polo
	Grigoryan, Armen	Football
	Herabidian, Azad	Football
	Isaeian, Mazhan	Wrestling
	Ivynian, Mher	Tennis
	Maleky, Araz	Volleyball
	Mele, Louis	Baseball
	Pop, Christian	Football
	Sallakian, Jack	Cross Country and Track
	Simon, Antoine	Girls Basketball
	Stark, Vincent	Football
	Sweet, Marcus	Football
	Turner, Chloris	Football
	Van Patten, John	Boys Basketball
	Witt, Kevin	Swim

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
11.	Crescenta Valley HS Ngai, Ricky Glendale High School Arakelian, Talin Funaro, Chris Kellogg, Laura Workman, Kayla Hoover HS Eulmessekkian, Pateel Herabidian, Azad Verdugo Academy Outlaw, Mildred	Teachers, as needed to provide support on using APEX Program. Innovation, Instruction, Assessment & Accountability. IIAA 7/01/23 through 6/30/24 Hourly rate of pay Not to exceed 5 hours each King-Instruction Program 01.0 00000.0 11301 10000 1130 0005616
12.	Crescenta Valley HS Ngai, Ricky Glendale High School Arakelian, Talin Funaro, Chris Kellogg, Laura Workman, Kayla Hoover HS Eulmessekkian, Pateel Herabidian, Azad Verdugo Academy Outlaw, Mildred	Teachers, as needed to provide support on using APEX Program. Innovation, Instruction, Assessment & Accountability. IIAA 6/01/23 through 6/30/23 Hourly rate of pay Not to exceed 5 hours each King-Instruction Program 01.0 00000.0 11301 10000 1130 0005616

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily</u>			
<u>(Cont.)</u>			
13.	Abovian, Polet Agazaryan, Marine Aghajanyan, Gohar Aguilar, Alejandro Aguilar, Leanne Aldaco, Ruby Aleksandryan, Anet Almazan, Seth Alvis, Robin Amses, Robert Araradian, Marral Arayama, Melanie Arenson, Paula Arias, Melissa Armen, Karine Arntson, Jennifer Arutyunyan, Anahit Austin, Annette Avedian, Adrine Avetic, Sandy Ayvazian, Pateel Babakhanian, Anna Bakamjian, Houry Balabanyan, Nvart Baldwin, Justine Bamberger, Debbie Barcena Gallegos, Rosalinda Barsoumian, Tamara Beghouzian, Katherine Begjanmasihi, Mari Bell Bottomley, Christina Bell Bottomley, Denise Bennett, Jodi Berberyan, Mariam Beshlian, Alice Beurekjian, Sona	Teachers as needed to attend Carolina Science Trainings during the 2019-20 school year. Human Resources	8/01/19 through 6/27/20 At the Employee's Hourly Rate of pay, not to exceed 3 hrs total per employee 01.0 00000.0 00000 72202 1130 0001615

Position

Election Hourly/Daily
(Cont.)

Blessinger, Michelle
Boyd, Mark
Brohier, Ruwani
Brown, Stephanie
Brown, Tracy
Sueur, Mary
Buensuceso, Elena
Burg, Carolyn
Burkhart, Melinda
Cady, Yelena
Camacho, Jennifer
Cannon, Melissa
Carbajal, Laura
Casciani, Valeria
Cassley, Lori
Chia, Janet
Choi, Chaninporn
Chui, Peggy
Cicciarelli, Meagan
Collaso, Margarita
Contreras, Kathy
Contreras, Teresa
Corluyan, Nooneh
Cortes, Theresa
Cota, Pamela
Cruce, Kim
Curtiss, Alison
Danilov, Nikki
Dashdemirians,
Christine
de Bruijn, Jane
De La Paz, Catherine
DeFelice, Kendra
Dembekjian, Nicole
Demerjian, Betty
Dersaroian, Taleen
Derusha, Lisa
Dionisio, Benedict

Effective Dates
And Salary Rate

Position

Election Hourly/Daily
(Cont.)

Doerflinger, Ariane
Dombroski, Stefani
Doom, Judith
Dreyfuss, Kellie
Duncan, Laura
Eleftheriadou, Mary
Espinoza, Sandra
Firstman, Jill
Fitzgibbons, Jodi
Fong, Ann-Marie
Foster, Yoko
Francisco, Theresa
Frink, Sharon
Galaz, Sheila
Garabedian, Ovsanna
Gardner, Cindi
Gargiulo, Jill
Garibyan, Monika
Garrubba, Jennifer
Gerigorian, Ani
Gibney, Rain
Glandian George
Golstanyan, Rima
Gonzalez, Alina
Gonzalez, Kathryn
Gorsuch, Pam
Haigh, Cassandra
Hambarsumian,
Melineh
Hank, William
Harvey, Rebecca
Henschel, Sharon
Hernandez, Marta
Hernandez, Pearl
Hershman, Michelle
Hewitt, Michael
Hickman, Beverly
Huleis, Lana

Effective Dates
And Salary Rate

Position

Election Hourly/Daily
(Cont.)

Jaeger, Anita
Jaffe, Mike
James, Nicolas
Janosko, Angela
Junge, Jennifer
Kadzhikyan, Lusine
Kaeller, Meri
Kane-Hank, Elizabeth
Kataroyan, Talin
Khachikian, Talin
Khodagulyan, Tatevik
Kianian, Hilda
Kim, Hye Na
Kim, Liz
Kim, Yoojin
Kinjo, Naomi
Kramer, Debbie
Kurchian, Hermine
Kzlyan, Armenui
Lapostol, Diane
Leal, Jina
LeCheminant, Kristine
Lee, Ellyn
Lee, Jessica
Lopez, Rebecca
Luna, Mariana
Majarian, Nvard
Majers, Curtis
Manaka, Patricia
Manalo, Michelle
Mancilla, Susana
Manukyan, Edita
Markarian, Saakanoush
Markosyan Karmen
Martinez, Josefina
Martinez, Mary
Matevosian, Arpine
Matossian, Vivian

<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>	
Maynard, Wendy	
Maynes, Carrie	
Mazza, Cristina	
McDonnell, Suzanne	
Medina, Rocio	
Meyer, Monica	
Micev, Mary	
Miller, Phyllis	
Miller, Robert	
Minasyan, Nina	
Moine, Cathy	
Mooney, Melissa	
Moreno, Heidi	
Morris, Sara	
Mulder, Kirra	
Nakano, Elizabeth	
Nazarian, Tania	
Nelson, Hayley	
Nushi, Rachelle	
O'Rourke, Roxanne	
Oh, Jennifer	
Oh, Sae	
Orozco, Sherry	
Ortega, Claudia	
Ortiz, Rafael	
Pak, Eunice	
Pano, Kim	
Pardo, Kristin	
Park, Jenny	
Patton, Tara	
Pelka, Ashley	
Peplow, Teresa	
Petitti, Danielle	
Petriella, Libera	
Petrossians, Arthur	
Pimenta, Michelle	
Pino, Daniela	
Prichard, Jamie	

Effective Dates
And Salary Rate

Position

Election Hourly/Daily
(Cont.)

Pursel, Jeanne
Ramirez, Christine
Reuter, Andrea
Richmond, Scott
Roberts, Stella
Robertson Lvnde
Rodriguez, Analilia
Rodriguez, Sonya
Roses, Lauren
Rovello, Cindy
Rubalcava, Veronica
Ryder, Kelley
Sablan, Dianeh
Sahakian, Lala
Sahakian, Nina
Salazar, Vittorio
Sanamyan, Diana
Sanchez, Myrna
Santiago, Karla
Sardella, Simona
Sasse, Collin
Satamian, Taline
Satchyan, Adrineh
Savage, Suzanne
Schilling, Leslie
Seaton, Kori
Sehic-Okabe, Mieko
Shahbazian, Edit
Shahbazian, Noyemik
Shakhramanyan,
Narine
Short, Chris
Siegall, Alicia
Silva, Francesca
Simonian, Hasmig
Simonyan, Mery
Sivaborvorn, Sandra
Skywalker, Molly

Effective Dates
And Salary Rate

Position

Election Hourly/Daily
(Cont.)

Smith, Adriana
Smith, Pamela
Soghomonian, Armine
Spain, Julia
Stanley, Christopher
Stephan, Bryant
Stephan, Melissa
Stupakis, Frances
Suh, Christopher
Svab, Lara
Tabares, Gabriela
Tahk, Jee
Tak, Helen
Tanabe, Saki
Tashkesen, Arthur
Tatevosian, Mary
Taylor Traci
Teoh, Lilian
Tevosyan, Zhanna
Tiber, Tammy
Tiu, Jonathan
Torabyan, Hermine
Trivitt, Patricia
Tupanjanin, Elke
Turdjian, Lusine
Turner, Katherine
Valdez, Erick
Valdez, Iris
Vales, Heather
Varela, Miriam
Viggiano, Jean
Vroman, Melissa
Wedemeyer, Carrie
Weimar, Marina
Weingarten, Jon
Weller, Emily
West, Jennifer
West, Regina

Position

Effective Dates
And Salary Rate

Election Hourly/Daily
(Cont.)

Wick, Jennifer
Widholm, Carolyn
Williams, Caitlin
Williams, Teresa
Winder, Talisen
Wisinski, Robyn
Wolf, Sandra
Yahiayan, Natalie
Yarijanyan, Ashken
Yeung Aradar, Patty
Yi, Silvia
Yim, Marcella
You, Esther
Young, Wendy
Zazueta, Nahara
Zimmerman, Anders

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily</u>		
<u>(Cont.)</u>		
14.	Alarcon, Jamie Asatryan, Arpi Avery, Elizabeth Belou, Natasha Bond, Emily Caban, Crystal Galfayan, Gagik Greenway, Charlotte Guzman, Javier Hakobyan, Nare Hawker, Nancy Hayrikyan, Lucin Javidan, Homa Kmbikyan, Marta Lissebeck, Debra Mejia, Victor Moreno, Heidi Oei, Cynthia Ortiz, Rafael Ortiz, Gerald Ovsepyan, Arpine Palmer, Kelly Piscitelli Carrasco, Antonia Pittman, Isabel Policky, Naeiri Schilling, Paul Stafford, Danielle Stepanyan, Edgar Tumanyan, Meri Yegiyants, Anna	Teachers as needed to attend Springboard Training during the 2019-20 school year. Human Resources
		6/02/20 through 6/02/20 At the Employee's Hourly Rate of pay, not to exceed 3 hrs total per employee. 01.0 00000.0 00000 72202 1130 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
15.	Baldwin, Amanda Barsegyan, Nana Bedrousi, Miro De Bruijn, Rens Hamo, Matthieu Panosyan, Tamara Petrosian, Jozet	Teachers as needed to attend Green Ninja Training during the 2019-20 school year. Human Resources
		5/21/20 through 5/27/20 At the Employee's Hourly Rate of pay, not to exceed 4 hrs total per employee. 01.0 00000.0 00000 72202 1130 0001615
16.	Arutyunyan, Anahit Avanesian, Karmen Beard, David Beshavard, Simin Brinker, Louis Cassels, Brian Chacon, Christopher Chaolertyotin, Pearl Chobanyan, Hasmik Cichy, Joseph D' amato, Rose De Kruyf, Anna Dekermenjian, Narine Demirchyan, Armen Field, Steven Gonzales, Elena Guevara, Luis Halawi, Zeinab Howe-Flores, Jessica Kadzhikyan, Lusine Kellogg, Laura Korte, Kirsten Lewis, Thomas Markarian, Jessica Martin, Gregory Mazur, Margaret Mc Burney, Natalie McGuire, Jason McMillon, Sharon Nakaya, Paula	Teachers as needed to attend ESY Summer School Professional Development during the 2019-20 school year. Human Resources
		6/11/20 through 6/12/20 At the Employee's Hourly Rate of pay, not to exceed 3 hrs total per employee. 01.0 00000.0 00000 72202 1130 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily</u>			
<u>(Cont.)</u>			
	Ranchpar, Anet		
	Rivera, Vanessa		
	Rosales, Michael		
	Ruiz, Mario		
	Schaffer, Melissa		
	Silva, Francesca		
	Skywalker, Molly		
	Soo-Parker, Alice		
	Stanczak, Bozena		
	Stuffel, Linda		
	Taylor, Traci		
	Telles, Patricia		
	Vakian, Mike		
	Vega, Jesus		
	Villagran, Ashley		
	Walgenbach Aaron		
	White, Cathy		
	Wick, Jennifer		
	Wilson, Roxana		
	Yesayan, Sona		
17.	Arakelian, Diana Arakelian, Talin Bailey, Robert Barchan, Lane Bedrousi, Soseh Belou, Natasha Belou, Ibrahim Benkovich, Joseph Buarenos, Noelle Caban, Crystal Caddel, Cindy Campbell, Joseph Ciotti, Holly Clark, Shannon Eng, Laura Foster, Dennis Funaro, Christopher	Teachers as needed to attend Glendale High School End of Year Meeting during the 2019-20 school year. Human Resources	6/11/20 through 6/11/20 At the Employee's Hourly Rate of pay, not to exceed 1/2 hrs (.50) total per employee. 01.0 00000.0 00000 72202 1130 0001615

Effective Dates
And Salary Rate

Position

Election Hourly/Daily
(Cont.)

Gao, Hezhu
Gebeshian, Peter
Goss, Audrey
Hakobyan, Nare
Harris, Chelbi
Hayrikian, Lilit
Hayrikyan, Lucin
Henriquez, Bryan
Horton, Chadman
Hourihan, Kevin
Hovannesian, Arsine
Jahshan, Nabila
Keefer, Johnathan
Keefer, Lisa
Kellogg, Laura
Kelly, Darnell
Khalatyan, Gohar
Kim, Sophia
Kirkwood, Joshua
Kleinberg, Sarah
Kurtz, Cheryl
Lazo, Erika
Lewis, Andrea
Livingston, Jon
Marcheque, Chester
Mardirosian, Tadeh
Martinez, Hector
Mitropoulos, Daphane
Mohr Anthony
Morrison, Sarah
O'Malley, Christopher
Orue-Perea, Gabriela
Postajian, Sona
Pugel-Gamez, Nicole
Rangel, Amy
Ravitz, Cindy
Reyes, Michelle
Rosales, Michael

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily</u>			
<u>(Cont.)</u>			
	Sansui, Maria		
	Sarhadian, Julie		
	Sepulveda, Martha		
	Sheldon-Williams, Grace		
	Shiroyan, Hasmik		
	Sinclair, Kimberly		
	Soris-Masouris, Nicoleta		
	Stafford, Danielle		
	Sukazian, Greta		
	Tatljan, Hratch		
	Telles, Patricia		
	Tumanyan, Meri		
	Vardanian, Narek		
	Venier, Daniel		
	Vessella, Teresa		
	Walley, Tom		
	Watter, Martha		
	Weisman, Brandon		
	White, Cathy		
	Whithorne, Marcus		
	Wigger, Orval		
	Yong, Alma		
18.	Andrews, John Avanessian, Karineh Ayala, Peter Bendgen, Krista Birtle, Kent Bryan, Marie Cassley, Lori Castro, Roxana Dziok, Nancy Ghim, Yong Gifford, Robert Grigorian, Tina Hagopian, Ashken	Teachers as needed to attend Green Ninja Training during the 2019-20 school year. Human Resources	5/21/20 through 5/27/20 At the Employee's Hourly Rate of pay, not to exceed 2 hrs total per employee 01.0 00000.0 00000 72202 1130 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Election Hourly/Daily</u>			
<u>(Cont.)</u>			
	Hall, Amber		
	Hall, Fonda		
	Hartooni, Armineh		
	Herrera, Andrea		
	Khoury, Saba		
	Koga, Yuri		
	Lee, Allison		
	Lisiewicz, Danica		
	Lombardi, John		
	Ludwig, Hans		
	Margaryan, Asmik		
	Marmie, Kenneth		
	McMillin, Krista		
	Mercado, Geraldine		
	Mandjikian, Houry		
	Naka, Kimberli		
	Oh, Junnie		
	Quinonez, Yvonne		
	Prado, Iracema		
	Poladian, Sarkis		
	Richmond, Scott		
	Schroeder, Kelly		
	Shih, Curtis		
	Tavener, Jennifer		
	Taylor, Gina		
	Trinidad, Ryan		
	Widholm, Carolyn		
	Zargaryan, Armine		
19.	Akopyan, Armine Andranian, Armena Antonian, Armineh Avakyan, Armine Aviles, Gilbert Barocio, Danny Barsegyan, Nana Casillas Marie Chambers, Veronica	Teachers, as needed, to provide snack and lunch educational and community building activities at Woodrow Wilson Middle School	7/01/23 through 6/30/24 Categorical Project Instruction rate of pay of \$44.10 per hour. Not to Exceed \$20,000.00 total. Title I 01.0 30100.0 11100 10000 1130 0800000

Effective Dates
And Salary Rate

Position

Election Hourly/Daily
(Cont.)

Chaolertyotin, Pearl
Chen, Courtney
de Bruijn, Rens
De La Rosa, Anthony
Dzhbrayan, Karine
Elaryan, Anush
Encinias, Jill
Faieta, April
Fink, Sandra Galfayan,
Gagik Graziani, Daniel
Grigori, Virginia
Guzman, Annette
Herington, Christina
Jackson, Paula
Lamoreaux, Robin
Lombardi, John
Ludwig, Hans Markos,
Chris Minnig, Timothy
Nam, Joan Nersisyan,
Karine Okuda, Tae
O'Neal, Rebecca Orris,
Christina
Ortiz, Gerald
Panosyan, Tamara
Peterson, Scott Regli,
Peter
Rizzo, Christopher
Roberts Berger, Nancy
Stanczak, Bozena
Sutphin, Valerie
Taylor, Gina
Thomas, Christina
Thompson, Elizabeth
Wilson Moraan
Yesayan, Sona

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
20.	Anderson, Patricia Teacher Specialist, as needed, to work beyond the school year for closing of the 2022-2023 school year, filing, packing, archiving documents, and submitting compliance items at John Muir Elementary School	6/09/23 through 6/23/23 At daily rate of pay. Not to exceed 4 days total. Title I 01.0 30100.0 11100 10000 1130 4000000
21.	Bailey, Charel As needed to assist with transition of Coordinator II at Student Support Services	6/09/23 through 7/31/23 40 hours total at regular rate of pay. 01.0 00000.0 00000 31301 1334 0007682
22.	Berman, Ira Administrator, as needed, to provide support to the Human Resources Department	7/01/23 through 6/30/24 \$75.00 per hour Not to exceed 200 hours 01.0 00000.0 00000 72002 1334 0001615
23.	Campbell, Shellie Substitute teacher needed for art classes at Mountain Avenue for the 23-24 school year.	8/14/23 through 6/30/24 Teaching extra hourly rate of pay. \$40.95 Prepping time and \$44.10 working with students. Not to exceed \$5,000 01.0 95100.0 11100 1000 1130 3900000
24.	Capdevila, Maria To provide mentorship and support to visiting teachers from Spain and to coordinate with the Director of Dual Language Immersion/Magnet Programs for support and training. Educational Services	7/01/23 through 6/30/23 Hourly rate of pay of \$47.25 per hour Not to exceed 60 hours total 01.0 00000.0 00000 21004 1130 0008682 FLAG Support Program

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
25.	Carroll, John Teachers as needed to attend Green Ninja Training during the 2019-20 school year. Human Resources	5/21/20 through 5/27/20 At the Employee's Hourly Rate of pay, not to exceed 6 hrs total per employee. 01.0 00000.0 00000 72202 1130 0001615
26.	Chiechi, Karen Administrator, as needed, to provide support to the Human Resources Department	7/01/23 through 6/30/24 \$70.00 per hour Not to exceed 200 hours 01.0 00000.0 00000 72002 1334 0001615
27.	Choi, Unis Teacher Specialist, as needed, to assist in enrollment and prepare yearend grant reports for the FLAG Korean Program at Monte Vista and Keppel ES, Toll and Rosemont MS and Hoover HS. Educational Services	7/01/23 through 6/30/24 Daily rate of pay Not to exceed 10 days FLAG Support Program 01.0 00000.0 00000 21004 1130 0008682
28.	Dionisio, Benedict Teacher Specialist, as needed, to complete beginning of the 2023-2024 school year work related to Equity, Access, and Family Engagement at Thomas Jefferson Elementary School	7/31/23 through 8/11/23 Daily rate of pay Not to exceed 10 days total Title I 01.0 30100.0 11100 10000 1130 3000000
29.	Galvez-Grado, Sylvia Teacher Specialist as needed to close the 22-23 school year, prepare and complete required tasks and documents at Cerritos Elementary School.	6/09/23 through 6/15/23 Daily rate of pay Not to exceed 5 days total. Supplemental 01.0 01000.0 11100 10000 1130 2200000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
30.	Galvez-Grado, Sylvia Teacher Specialist, as needed, to assist with the beginning of 2023-2024 school year at Theodore Roosevelt Middle School	7/01/23 through 8/11/23 At Daily Rate of Pay Not to exceed 2 days total Title I: 01.0 30100.0 11100 10000 1130 0500000
31.	Gannon, John Retired administrator, as needed, to provide administrative support at GUSD school sites during the 2023-2024 school year. Human Resources	7/01/23 through 6/30/24 Established daily rate of pay \$653.00/day Not to exceed \$50,655 total 01.0 00000.0 00000 72002 1311 0001615
32.	Garza, Marissa Teacher, Temp Contract 6 th Grade Camp Edison Elementary	Second Semester 22-23
33.	Hakobyan, Nare Teacher Specialist, as needed, to work during summer to complete reclassification, to create and coordinate communications to EL families for the start of the 2023-2024 school year at Woodrow Wilson Middle School	7/01/23 through 6/30/24 Daily Rate of Pay. Not to exceed 10 days total. Supplemental - 01.0 01000.0 11100 10000 1130 0800000
34.	Hartooni, Armineh Teachers as needed to attend Green Ninja Training during the 2019-20 school year. Human Resources	5/21/20 through 5/27/20 At the Employee's Hourly Rate of pay, not to exceed 8 hrs total per employee. 01.0 00000.0 00000 72202 1130 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
35.	Ignagni, Deborah Retired administrator, as needed, to provide support to the Human Resources Office	7/01/23 through 6/30/24 \$100 per hour Not to exceed \$50,655 01.0 00000.0 00000 72002 1314 0001615
36.	Mason, Mary Retired administrator, as needed, to provide support to the Human Resources Office	7/01/23 through 6/30/24 \$100 per hour Not to exceed \$50,655 01.0 00000.0 00000 72002 1314 0001615
37.	Morrison, Sarah Teacher, as needed, to attend Professional Development for Intro to Data Science class to be offered at Glendale High in 2023-2024	7/01/23 through 8/11/23 District Initiated Special Projects Rate \$40.95 per hour Not to exceed 33 hours total Title I 01.0 30100.0 11100 10000 1130 0200000
38.	Palmer, Kelly Teacher, Regular Drill Team Sponsor Scholastic Bowl Glendale High School	Second Semester 22-23
39.	Sasse, Collin Teacher Specialist, as needed to assist with Board of Education Meetings Superintendent's Office	7/01/23 through 6/28/24 \$31.00/hour Not to exceed \$3,000.00 01.0 00000.0 00000 71004 1930 0000864
40.	Sondergaard, Roger Teacher, Regular 6 th Grade Camp Edison Elementary	Second Semester 22-23

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
41.	Tamez, Elizabeth Teacher Specialist, as needed, to assist with the opening and closing of the 2023-2024 school year at Mountain Avenue Elementary School	8/01/23 through 6/30/24 Daily rate of pay Not to exceed 5 days total Supplemental 01.0 01000.0 11100 10000 1130 3900000
42.	Thompson, Staci Teacher, Regular Academic Coach MESA Glendale High School	First Semester 22-23
43.	Thompson, Staci Teacher, Regular Academic Coach MESA Glendale High School	Second Semester 22-23
44.	Trollinger, Lorraine Administrator, as needed, to provide support to Human Resources	7/01/23 through 6/30/24 \$75 per hour Not to exceed \$50,655 01.0 00000.0 00000 72002 1314 0001615
45.	Wichman, Janet Administrator, as needed, to provide support to Human Resources and school sites	7/01/23 through 6/30/24 Daily rate of \$637 Not to exceed \$50,655 01.0 00000.0 00000 72002 1314 0001615
46.	Williams, Stephen Retired administrator, as needed, to mentor administrators and provide site support during the 2023-2024 school year. Human Resources	7/01/23 through 6/30/24 Hourly rate of pay Not to exceed 150 hours 01.0 00000.0 00000 72002 1311 0001615

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Compensation</u>		
1.	Soghomonian, Armine Lau, Caroline Per measure S, two days of packing and unpacking of classroom for a move to new classroom in new building. Glenoaks Elementary	6/12/23 through 6/13/23 To be Paid at Regular Daily Rate of pay not to exceed two days per teacher 01.0 00000.0 19005 100000 1130 0000612

Transportation Authorization

1.	Mardirosian, Tadeh Vardanian, Narek Transportation Authorization for Athletic Directors at Glendale High School to attend tournaments and games outside of Glendale High	7/01/22 through 6/30/23 \$.655 per mile 01.0 00000.0 15003 42000 5210 0200000
2.	Bertolini, Georgia Bessler, David Graves, Mardy O'Rourke, Corky Stuffel, Linda Telles, Patricia Verdugo Academy Home Hospital Teacher, as needed Special Education	6/12/23 through 7/17/23 65.5 cents per mile 01.0 00000.0 19029 10000 5210 0005682
3.	ALL GUSD Teachers and Teacher Specialists Teacher & Teacher Specialists, as needed, to participate in Summer Leadership Institute. Educational Services	6/15/23 through 6/16/23 65.5 cents per mile Elementary Instruction - 01.0 00000.0 11301 10000 5210 0005616 Secondary Instruction - 01.0 00000.0 11303 10000 5210 0005616

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report</u>		
1.	Revision to Board Report No. 4, September 20, 2022	
	<u>Page 26, Item 10</u>	
	Abramian, Laura	8/17/22 through 6/30/23
	Aldaco, Ruby	Categorical Project
	Arenson, Paula	Instruction rate of pay of
	Atin, Sarah	\$34 per hour (with students)
	Bell Bottomley, Denise	District Initiated Special
	Brinton, Christy	Projects rate of pay of \$31
	Campbell, Shellie	per hour (for planning)
	Coram, Donella	Not to exceed \$5,000.00
	Cox, Lance	total
	Dziok, Nancy	Supplemental
	Frakes, Kristin	01.0 01000.0 11100 10000
	Garrubba, Jennifer	1130 3900000
	Hall, Amber	
	Harlan, Leslie	
	Hardash-Pitt, Kimberly	
	Hernandez, Marta	
	Hickman, Beverly	
	Haydt, Christina	
	Lescher, Whitney	
	Heberger, Shannon	
	Jeon, Melinda	
	Schroeder, Kelly	
	Smith, Katherine	
	Stephan, Melissa	
	Stout, Rachel	
	Tamez, Elizabeth	
	Thiesmeyer, Yolanda	
	Young, Wendy	
	Increase pay limit to read:	Not to exceed \$7,500.00 Total
	Change pay rate to read:	Categorical Project Instruction rate of pay of \$44.10 per hour District Initiated Special Projects rate of pay of \$40.95 per hour (for planning)

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
2.	Revision to Board Report No. 14, May 2, 2023	
	<u>Page 7, Item 21</u>	
	Satamian, Taline	Teacher, as needed, to provide planning and program support for the FLAG French Program at Franklin Elementary School.
		4/01/23 through 4/30/23 \$31.00 per hour Not to exceed 3 hours total FLAG Support Program 01.0 00000.0 00000 21004 1130 0008682
	Change pay rate to read:	\$40.95 per hour Not to exceed 3.5 hours
3.	Revision to Board Report No. 14, May 2, 2023	
	<u>Page 24, Item 3</u>	
	Tashkesen, Arthur	Teacher Specialist, as needed, to work during summer school on end of year reports at Roosevelt Middle School
		6/12/23 through 6/30/23 At daily rate of pay Not to exceed two days total Title I: 01.0 30100.0 11100 10000 1130 0500000
	Change to read:	Not to exceed one day total

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
4.	Revision to Board Report No. 16, June 6, 2023	
	<u>Page 4, Item 7</u>	
	Almazan, Seth	Inventory of all technology, rewiring computer carts, troubleshooting technical issues throughout the school. Edison Elementary
		6/12/23 through 6/29/23 \$79.76 an hour Not to exceed 36 hours 01.0 01000.0 11100 10000 1130 2500000
	Change to read:	Teacher, as needed, for inventory of all technology, rewiring computer carts, troubleshooting technical issues throughout the school at Thomas Edison Elementary School.
	Change rate of pay to read:	District Initiated Special Projects rate of pay of \$40.95 per hour (for planning)
	Increase pay limit to read:	Not to exceed 47 hours total

Effective Dates
 And Salary Rate

Position

Revision to Previous Personnel Report (Cont.)

5. Revision to Board Report No. 17, June 20, 2023

Page 4, Item 4

Batista, Ileana	Summer School-Certified	6/12/23 through 6/29/23
Hernandez Salazar,	teachers to provide additional	\$79.76 an hour
Lupe	instruction outside contracted	Not to Exceed 40 hours.
Medina, Rocio	work hours work hours for	01.0 01000.0 11100 10000
Montes, Karen	dual language immersion	1130 2500000
Tiscareno, Araceli	students at Edison Elementary School.	

Change to read: Teachers, as needed, to provide Summer Intervention Program and instruction for Dual Language Immersion students at Thomas Edison Elementary School

Change pay rate to read: Categorical Project Instruction rate of pay of \$44.10 per hour

Change pay limit to read: Not to exceed 40 hours each total

6. Revision to Board Report No. 17, June 20, 2023

Page 4, Item 4

Batista, Ileana	Summer School-Certified	6/12/23 through 6/29/23
Hernandez Salazar,	teachers to provide additional	\$79.76 an hour
Lupe	instruction outside contracted	Not to Exceed 40 hours.
Medina, Rocio	work hours work hours for	01.0 01000.0 11100 10000
Montes, Karen	dual language immersion	1130 2500000
Tiscareno, Araceli	students at Edison Elementary School.	

Add the following name:
 Varela, Miriam

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Personal Services Agreement</u>		
1.	Heimler, Julie Consultant to provide as needed auditory verbal therapy services via teletherapy (i.e. Zoom) to students with hearing loss to the Foothill SELPA and member districts.	7/01/23 through 6/30/24 Hourly rate of pay \$180.00. Not to exceed \$50,000.00. 01.0 65001.0 57607 11100 5811 0000668
2.	Smokorowski, Dyane Consultant, as needed, to teach Chat GPT for teachers at SPARK conference. Teaching & Learning	8/08/23 through 8/09/23 Not to Exceed \$500.00 01.0 62660.0 11100 10000 5811 0000618
3.	Sosa, Tracy Consultant, as needed, to teach yoga at SPARK conference. Teaching & Learning	8/08/23 through 8/08/23 Not to Exceed \$400.00 01.0 62660.0 11100 10000 5811 0000618

Conference/Workshop/Meeting Authorization

In accordance with Board of Education Policy 4011 pertaining to conference and workshop attendance, approval has been given to the following persons to attend the conference as designated, with reimbursement for actual and necessary expenses in accordance with Board Policy:

A. The following workshop authorizations are not paid from District General Funds:

1. It is recommended that approval be given to Shraddha Mamtora, Cosmetology Teacher, to attend Cosmoprof North America 2023 Las Vegas Conference to be held at Las Vegas Convention Center in Las Vegas, Nevada from July 11, 2023 through July 13, 2023, with all necessary expenses including transportation, registration, lodging and food to be paid out of account #01.0 72203.0 38000 10000 5220 0200000

Position Effective Dates
And Salary Rate

Conference/Workshop/Meeting Authorization (Cont.)

2. It is recommended the Superintendent recommends approval from the Board of Education for Clark Magnet High School's FIRST Robotics team to travel to compete in world championship competition at the George R. Brown Convention Center in Houston, TX from April 18 to April 23, Clark teachers, Aram Ohanis and Armen Toorian will be traveling with students. It is recommended all expenses including airfare, hotel accommodations, ground transportation, food, car rental and fuel to be paid from the following accounts.

\$13,750 – Bus transportation, hotel expenses for students and teachers – Clark Supplemental

01.0 01000.0 11100 10000 5220 0900000

01.0 01000.0 11100 10000 5814 0900000

\$13,000 – Airfare and cost to ship equipment via freight carrier to and from Houston – Clark General Fund

01.0 00000.0 11303 10000 5220 0900000

01.0 00000.0 11303 10000 5815 0900000

\$3,000 Student Meals and vehicle rental in Houston – Clark Robotics Account

01.0 95210.0 38000 10000 5220 0900000

\$20,800 Airfare and teacher meals – CTE

3. It is recommended that approval be given to reimburse Christi Grewohl, teacher at Holy Family High School, for completion of courses at California State University, Fullerton as part of the professional development with Title II program, Equitable Services for the private schools, in the amount not to exceed \$1,983.00. Course period covered from September 2022 through June 2023.

Title II – Supporting Effective Instruction

01.0 40352.0 11100 10000 5815 0000673

GLENDALÉ UNIFIED SCHOOL DISTRICT

July 11, 2024

CLASSIFIED PERSONNEL REPORT NO. 1

CONSENT CALENDAR NO. 3

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBJECT: CLASSIFIED PERSONNEL REPORT NO. 1

It is recommended that the following report be approved as presented:

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Medical Leave of Absence</u>		
1. <u>Groundswoker</u> Gomez, Carlos	FASO	06/17/23 through 10/17/23
<u>Family & Medical Leave of Absence</u>		
1. <u>Groundswoker</u> Gomez, Carlos	FASO	06/17/23 through 09/08/23
2. <u>Psychological Services Provider</u> Hartounian, Michelle	Special Education	08/07/23 through 10/15/23
3. <u>Typist Clerk III</u> Janoyan, Diana	CDCC	06/21/23 through 08/28/23

		Effective Dates, Months/Hours, and <u>Salary Rating</u>
<u>Maternity Leave of Absence</u>		
	<u>Location</u>	
1. <u>Behavior Intervention Assistant</u> Chura, Kristine	Special Education	08/14/23 through 02/25/24
2. <u>Psychological Services Provider</u> Hartounian, Michelle	Special Education	08/07/23 through 10/15/23
3. <u>Typist Clerk III</u> Janoyan, Diana	CDCC	06/21/23 through 08/28/23

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay</u>		
1. <u>Account Clerk III</u> Tovar, Angelica	Glendale	06/12/23 through 08/11/23 Not to exceed 10 hours total 01.0 00000.0 15003 42000 2170 0100000
2. <u>Administrative Secretary</u> Griffith, Allyson	Columbus	07/01/23 through 06/30/24 Not to exceed 15 days total Not to exceed \$3,000.00 total General 01.0 00000.0 00000 27004 2430 2300000
3. <u>Cafeteria Worker I</u> Matyosian, Arshalos	Roosevelt	06/12/23 through 08/11/23 Not to exceed 6 hours per day 13.0 53100.0 00000 37000 2232 0500000
Babaian, Herminah Khashaki, Roza Lamberson, Irma Santos, Arlene Yousef Khanian, Talin	Glendale	06/28/23 Not to exceed 8 hours, each 13.0 53100.0 00000 37000 2232 0200000
4. <u>Cafeteria Worker II</u> Nadimyan, Yelena	Glendale	06/28/23 Not to exceed 8 hours 13.0 53100.0 00000 37000 2232 0200000
5. <u>Clerk II</u> Gonzalez, Susana	Cerritos	08/04/23 through 08/07/23 Not to exceed 16 hours total 01.0 01000.0 00000 27000 2430 2200000
6. <u>Education Assistant I – Substitute</u> Casillas, Ariell	Wilson	06/12/23 through 07/17/23 Not to exceed 115 hours total Supplemental 01.0 01000.0 11100 10000 2130 0800000

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
7. <u>Education Assistant II</u>		
Ohanian, Sosseh	Columbus	08/07/23 through 08/11/23 Not to exceed 5.5 hours per day General 01.0 00000.0 19021 10000 2930 2300000
Regalado Urrutia, Silvia	Muir	06/09/23 through 06/15/23 Not to exceed 34 hours total Title I 01.0 30100.0 11100 10000 2130 4000000
Mkrtchyan, Varsik	Special Education	06/12/23 through 07/17/23 Not to exceed 4-6 hours a day Special Education – Summer School 01.0 65000.0 57609 11100 2130 0000600 Special Education – College View 01.0 65000.0 57611 11100 2130 5000000 Special Education – FACTS Program 01.0 65000.0 57603 11100 2130 5400000
8. <u>Elementary Yard Duty Leader</u>		
Safarian, Diana	Fremont	10/28/22 through 06/14/23 Not to exceed 7 hours per day 01.0 00000.0 11301 10000 2130 2800000
Danial, Grace	Marshall	08/01/23 through 06/28/24 Not to exceed 60 hours total Supplemental 01.0 01000.0 11100 10000 2930 3600000
9. <u>Floor Maintenance Worker I - Substitute</u>		
Chairez, Gustavo	FASO	06/09/23 through 08/13/23
Salgado, Jose		01.0 00000.0 00000 81006 2211 0000640

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
10. <u>Multimedia Technology Assistant</u>		
Lalazaryan, Armine	Columbus	08/14/23 through 06/28/24 Not to exceed \$1,500.00 total Donations 01.0 95100.0 11100 10000 2930 2300000
11. <u>Special Education Assistant – Substitute</u>		
Murphy, Shannon	College View	06/12/23 through 07/17/23 Not to exceed 6 hours, each 01.0 65000.0 57611 11100 2160 5000000
Noceti, Sophia		
Asatorian, Benita	Special Education	06/12/23 through 07/17/23 Not to exceed 4-6 hours a day Special Education – Summer School 01.0 65000.0 57609 11100 2130 0000600 Special Education – College View 01.0 65000.0 57611 11100 2130 5000000 Special Education – FACTS Program 01.0 65000.0 57603 11100 2130 5400000
12. <u>Typist Clerk II</u>		
Mendoza, Cheryll	Columbus	07/01/23 through 06/30/24 Not to exceed 15 days General 01.0 00000.0 00000 27004 2430 2300000
Leon, Krystal	Glendale	06/16/23 through 06/30/23 Not to exceed 88 hours total Supplemental 01.0 01000.0 00000 27000 2430 0200000
Torossian, Alina	R.D. White	08/02/23 through 08/07/23 Not to exceed 8 hours per day 01.0 00000.0 00000 27004 2410 4300000

		<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Location</u>		
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
13. <u>Yard Duty Assistants</u>		
Boodaghian, Gaghaui Gamble, Amy Kerlin, Anthony Martinez, Jennifer Fernandez-Starr, Patricia Tahmassian, Angineh Vahramian, Elma	Glenoaks	08/15/23 through 06/07/24 Not to exceed 6 hours per day 01.0 00000.0 19021 10000 2930 2900000
Angelini, Viviane Arabajyan, Marina Avila, Estela Davoodi, Meghedi Marouti, Armineh Nazarian, Karine Rodriguez, Maria Ruano, Vicenta Yeghoyan, Romina	Marshall	08/01/23 through 06/28/24 Not to exceed 6 hours per day Not to exceed \$3,352.00 total Supplemental 01.0 01000.0 11100 10000 2930 3600000
Davoudi, Shirin Nazaryan, Marine Rodriguez, Claudia Stauffer-Rubio, Melissa Shahbazian, Nora Vartanian, Annet Torosyan, Aghavni	Mountain Avenue	08/14/23 through 06/30/24 Not to exceed \$850.00 per year 01.0 00000.0 19021 10000 2930 3900000

<u>Change of Assignment</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. <u>Increase in Step</u>		
a. <u>Behavior Intervention Assistant</u>		
Abkarian, Anita	Special Education From 26-3	06/01/23; 26-4 01.0 04000.0 57607 11100 2110 0000600
Gant, Jordan	Special Education From 26-3	06/01/23; 26-4 01.0 65002.0 57607 11100 2110 0000600
Herrera, Gabriel	Special Education From 26-3	06/01/23; 26-4 01.0 04000.0 57607 11100 2110 0000600
Lures, Crispina	Special Education From 26-3	06/01/23; 26-4 01.0 04000.0 57607 11100 2110 0000600
Mehrabyan, Narine	Special Education From 26-3	06/01/23; 26-4 01.0 04000.0 57607 11100 2110 0000600
Minasian, Lena	Special Education From 26-3	06/01/23; 26-4 01.0 04000.0 57607 11100 2110 0000600
Ramirez, Kimberly	Special Education From 26-3	06/01/23; 26-4 01.0 04000.0 57607 11100 2110 0000600
b. <u>Education Assistant-Intensive Support</u>		
Ayvazyan, Aneta	Special Education From 20-3	06/01/23; 20-4 01.0 05000.0 57608 11200 2110 0000600
Babajanyan, Liana	Special Education From 20-3	06/01/23; 20-4 01.0 05000.0 57608 11200 2110 0000600
Garcia, Joanna	Special Education From 20-3	06/01/23; 20-4 01.0 05000.0 57608 11200 2110 0000600
Haroutunian, Armineh	Special Education From 20-3	06/01/23; 20-4 01.0 05000.0 57608 11200 2110 0000600

<u>Change of Assignment</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. <u>Increase in Step</u> - Continued		
b. <u>Education Assistant-Intensive Support</u> - Continued		
Lee, Melissa	Special Education From 20-3	06/01/23; 20-4 01.0 05000.0 57608 11200 2110 0000600
Rivera, Michelle	Special Education From 20-3	06/01/23; 20-4 01.0 05000.0 57608 11200 2110 0000600
2. <u>Provisional Assignment</u>		
a. <u>Floor Maintenance Worker I</u>		
Aldama, Dionisio	FASO From Custodian I, 11-9	06/09/23 through 08/13/23 8 hours a day 14-9 01.0 00000.0 00000 81006 2211 0000640
Escobar, Byron	FASO From Custodian I, 11-6	06/09/23 through 08/13/23 8 hours a day 14-6 01.0 00000.0 00000 81006 2211 0000640
Escobar, Roberto	FASO From Custodian I, 11-9	06/09/23 through 08/13/23 8 hours a day 14-9 01.0 00000.0 00000 81006 2211 0000640
Gonzalez, Mario	FASO From Custodian I, 11-8	06/09/23 through 08/13/23 8 hours a day 14-8 01.0 00000.0 00000 81006 2211 0000640
Jackson, Alley	FASO From Custodian I, 11-7	06/09/23 through 08/13/23 8 hours a day 14-7 01.0 00000.0 00000 81006 2211 0000640

Effective Dates,
 Months/Hours, and
Salary Rating

Change of Assignment - Continued
Location

2. Provisional Assignment - Continued

a. Floor Maintenance Worker I - Continued

Lopez, Fernando	FASO From Custodian I, 11-9	06/09/23 through 08/13/23 8 hours a day 14-9 01.0 00000.0 00000 81006 2211 0000640
Lopez, Oyoin	FASO From Custodian I, 11-9	06/09/23 through 08/13/23 8 hours a day 14-9 01.0 00000.0 00000 81006 2211 0000640
Morales, Sergio	FASO From Custodian I, 11-9	06/09/23 through 08/13/23 8 hours a day 14-9 01.0 00000.0 00000 81006 2211 0000640
Murillo, Selin	FASO From Custodian I, 11-9	06/09/23 through 08/13/23 8 hours a day 14-9 01.0 00000.0 00000 81006 2211 0000640
Saucedo, Jaime	FASO From Custodian I, 11-2	06/09/23 through 08/13/23 8 hours a day 14-2 01.0 00000.0 00000 81006 2211 0000640
Vallejo, Adam	FASO From Custodian I, 11-5	06/09/23 through 08/13/23 8 hours a day 14-5 01.0 00000.0 00000 81006 2211 0000640
b. <u>Lead Custodian</u>		
Dela Resma, Joel	Wilson From Custodian I, 11-9	07/17/23 through 08/07/23 8 hours a day 20-6 01.0 00000.0 00000 81006 2241 0800000

Effective Dates,
 Months/Hours, and
Salary Rating

Change of Assignment - Continued
Location

2. Provisional Assignment - Continued

c. Typist Clerk II

Tejada, Luisa

Roosevelt
 From Elementary Yard
 Duty Leader 6-6

08/08/23 through 12/31/23
 8 hours a day
 12-5
 01.0 00000.0 00000 27004 2410 0500000

d. Typist Clerk III

Toumanian, Juliet

CDCC
 From TC II,
 12-9

07/01/23 through 12/31/23
 8 hours a day
 16-9
 01 0 91500.0 00000 21000 2410 0000671=30%
 12.0 61050.0 00000 21000 2410 0000671=10%
 12.0 61051.0 00000 21000 2410 0000671=30%
 01.0 26000.0 00000 21000 2410 0000671=30%

Kirakosyan, Inga

Student Services
 From Typist Clerk II
 12-6

07/01/23 through 12/31/23
 8 hours a day
 16-6
 01.0 00000.0 00000 31301 2410 0007682

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports

1. Revisions to Board Report #17, June 20, 2023

Page 24, Item 1

Personal Services Agreement

Bessin, Suzanne	Consultant,
Walton-Faria, Barbara	as needed to present Zentangle at SPARK conference

08/08/23
Not to exceed \$167.50, each
01.0 62660.0 11100 10000 5811 0000618

Change date to read:

08/07/23 through 08/08/23

Change limitation to read:

Not to exceed \$335.00, each

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports - Continued

2. Revisions to Board Report #16, June 6, 2023

Page 18

Election of Classified/Non-Classified Hourly Substitutes through 06/30/23

Student Assistant I

Various Names

IIAA

05/01/23 through 07/31/23

\$17.00 per hour

Expand Learning Opp

01.0 74250.0 19012 10000 2180 0000690

Not to exceed hours as follows:

School in session:

Age 18

4 hours per day on any school day

School not in session:

Age 18

8 hours per day

Change names to read:

Viktorya Kolyan
Meri Meliksetyan

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports - Continued

3. Revisions to Board Report #9, February 7, 2023

Page 9, Item 1c

Provisional Assignment

Custodian II

Pineda, Ivan

Toll
From Custodian I,
11-5

11/01/22 through 06/30/23
8 hours a day
16-4
01.0 00000.0 00000 81006 2211 0700000

Change dates to read:

11/01/22 through 06/09/23

4. Revisions to Board Report #5, October 11, 2022

Page 27, Item 2

Personal Services Agreement

Acitelli, Lucia

Consultant,
as needed
to provide
Music lessons
to students
in grades
K-5 at
Mark Keppel
Elementary
School

08/17/22 through 06/30/23
Not to exceed \$20,600.00 total
01.0 95100.0 11100 10000 5811 3100000

Change limitation to read:

Not to exceed \$21,120.00 total

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports - Continued

5. Revisions to Board Report #18, June 14, 2022

Page 13, Item 16

Additional Assignment Temporary - At Established Rate of Pay - Continued

Typist Clerk II

Gonzalez, Susana

EAFE

07/01/22 through 06/30/23

Not to exceed \$6,000.00 total

ELPAC-EAFE

01.0 00000.0 00000 21005 2430 0002673

Change limitation to read:

Not to exceed \$6,600.00 total

<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified Hourly Substitutes (Cafeteria Worker I) through 06/30/23</u>	
Caceres, Lesly	06/01/23 through 06/30/23
Musheghyan, Satenik	13.0 53100.0 00000 37000 2232 0000662
Nikoshosyan, Gayane	
<u>Election of Classified Hourly Substitutes (Cafeteria Worker I) through 06/30/24</u>	
Avanisian, Talin	07/01/23 through 06/30/24
Babayan, Selina	13.0 53100.0 00000 37000 2232 0000662
Caceres, Lesly	
Garcia, Socorro	
Kelly, Edye	
Khachatoorian, Lida	
Marquez, Dulce	
Musheghyan, Satenik	
Najjarian, Ramella	
Nikoghosyan, Gayane	
Nuno, Dario	
Ramirez Gutierrez, Nermy	
Saad, Mina	
Valle, Marcelino	

Effective Dates,
Months/Hours, and
Salary Rating

Location
Election of Classified Hourly Substitutes through 06/30/24

07/01/23 through 06/30/24

Abdalian, Anita
Abdus-Shakoor, Delores
Abnosian, Edna
Abnosian, Ara
Abramian, Ramona
Afshin Ahmadi, Azita
Agazarian, Azniv
Aghakhani, Anjel
Akopyan, Nina
Amirian, Gaghouhi
Angelini, Vivian
Antista, Harriet Janie
Aoyama, Bernice
Arabajyan, Marina
Arakelian, Carine
Armian Pouri, Seda
Ash, Reiko
Aslanian, Armineh
Aslanian, Revlin
Assaturi, Garineh
Avasafian, Nazelie
Azatyan, Rima
Baabish, Nour
Babakhanyan, Lilit
Babakhanyan, Ada
Baghdasarian, Alis
Baghdasaryan, Raymond
Balasarian, Marine
Barrera, Thomas
Barry, Sean
Bedrosian, Maral
Bonilla, Blanca
Boodaghian, Gaghouhi
Bravo De Guzman, Barbara
Briggs, Robert
Buss, Becky
Cassidy, Michael
Castro, Yalila
Cavalier, Adelle
Corrigan, Tomomi

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified Hourly Substitutes through 06/30/24 - Continued

Danielians, Carolin
Darabedian, Karmen
Davis, Ryan
Davoodi, Meghedi
Davoudi, Nora
Davtyan , Benita
De Frias-Sellis, Rossy
De La Parra, Donna
Doom, Isabella
Dzhavakyan, Stella
Elhaj, Cindy
Emmerson, Maria
Flores, Lilith
Frank, Kevin
Gallenzi, Agnese
Gambel, Amy
Gevorkian, Natasha
Gomez Hernandez, Ruth Lily
Gonzalez Sanvicente, Karen
Grigoryan, Vardan
Guerrero Alvarado, Andres
Guevara Solis, Mariah
Harris, Kaela
Harutyunyan, Alina
Hernandez, Ana
Hobby, Connie
Hoveyda, Aida
Hovsepian, Biayna
Ishac, Nicole
Johnson, Kelly
Johnson, Jasmin
Juarez, Jessica
Lopez, Stacey
Mueckay, Matthew
Karapetyan, Siranush (Vb5203925)
Karapetyan, Siranush (Gm0017984)
Kazzi, Duaa
Keenan, Samantha
Keeton, Autumn
Kelley, Dolores
Kerlin, Anthony

Effective Dates,
Months/Hours, and
Salary Rating

Location
Election of Classified Hourly Substitutes through 06/30/24 - Continued

Khacheryan, Lusine
Khajiklean, Lina
Khechoyan, Nara
Khodaverdi, Angineh
Kim, Seani
Lanzafame, Melinda Sue
La Porte, Gina
Lee, Alice
Locke, Karina
Luis, Stephanie
Malta, Martha
Mardirosian, Knarig
Margarian, Carolin
Margharian-Ghalehsari, Atina
Martinez, Ismael
Martinez, Suzanne
Masseti, Jennifer
Mc George, Lisa
Mc Nama, Heather
Mcgeorge, Lisa
Menasian, Sharon
Mikirdichian, Lucy
Mirzayans, Armineh
Mkrtchian, Anoush
Mnatsakanyan, Liana
Moukhalyan, Tamara
Mousakhani, Karolin
Navoyan, Astghik
Nazaretyan, Anna
Nazarian, Karine
Nazaryan, Marine
Nguyen, Dora
Noceti, Sophia
Noh, Whitney
Noridzhanyan, Seda
Ochoa, Jordan
Oganesyanyan, Kristina
Ohanessian, Nicolette
Ohanian, Arevik
Olmedo, Leticia

Effective Dates,
Months/Hours, and
Salary Rating

Location
Election of Classified Hourly Substitutes through 06/30/24 - Continued

Ortega, Alan
Ovsepyan, Alina
Pagourtzis, Maira
Palacios, Patricia
Parra, Laura
Payaslyan, Anoush
Peplow, Lauren
Perez, Israel
Perkins, Shirley
Petrosyan, Meri
Poghosyan, Erik
Poschin, Daisy
Qassam, Taghrid
Raygoza, Bertha
Rhineheart-Kahanowicz, Regina
Rodriguez, Maria Teresa
Ruano, Vicenta
Ruiz, Luz
Ruiz Gomez, Veronica
Sandoval, Sergio
Sahakyan, Nazik
Sarkisian, Siran
Scarpatti, Gianina Cecilia
Seifried, Ursula
Serrano, Beatriz
Shirinyanes, Melina
Shirvanian, Karineh
Siraki, Kevin
Skrivenek, Armineh
Smith, Armineh
Sorto, Armando
Springer, Manina
Starr-Fernandez, Patricia
Stauffer, Melissa
Stupakis, Jo Ann
Tarkhanians, Nelly
Tawussi, Serly
Telmi, Knarik
Tertsagian, Armenouhi
Teymouri, Johanna

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified Hourly Substitutes through 06/30/24 - Continued

Torosyan, Aghavni
Torousian, Edna
Torres, America
Torres, Peter
Tosunyan, Gayane
Trana, Andrea
Tufenkchyan, Tigran
Villegas, Danielle
Villegas, Devin
Williams, Krittika
Won, Ji Hyun Sophia
Yeghoyan, Romina
Yegikyan, Rima
Yesayan, Mariana
Youssif, Noora

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified/Non Classified Hourly Substitutes through 06/30/24</u>		
<u>Student Assistant I</u>		
Aldana, Matthew	CDCC	06/01/23 through 06/30/24
Baker-Belian, Alexan		\$15.50 per hour
Chung, Christine		Not to exceed 6 hours per day, each
Gaprelian, Nairi		01.0 26000.0 85000 10000 2180 0000671
Gaprelian, Narineh		
Ghaltakhchyan, Ruzanna		
Gonzal, Mikhaella		
Harutyunyan, Diana		
Hayrapetian, Vahe		
Hong, Isabella		
Khachatryan, Dainel		
Khachikyan, Nelly		
Larsen, Taylor		
Lee, Brandon		
Lee, Eunseo		
Malakyan, Alexander		
Matosian, Anahit		
Nikoghosyan, Nicole		
Oliver, Samantha		
Palyan, Artur		
Sandoval, Kingsley, Valentina		
Stepanyan, Nicole		
Tahmasian, Anooshik		
Tumanyan, Mariam		
Vartanyan, Lilit		
Zakaryan, Leah		

<u>Personal Services Agreement</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. Dunbar, Suzan	Consultant, as needed to provide support to to Foothill SELPA	07/01/23 through 06/30/24 \$120.00 per hour Not to exceed 160 hours Not to exceed \$19,200.00 total 01.0 65001.0 50500 22000 5811 0000668
2. Estrada, Thelma Garcia, Marissa	Consultant, as needed to provide support as “Champion Parent” to the CalFresh Healthy Living Program grant	07/01/23 through 06/30/24 \$25.00 per hour Not to exceed 240 hours total 01.0 94033.0 00000 37000 5811 0000662
3. Ochoa, Sasha	Consultant, as needed to provide support as “Champion Parent” to the CalFresh Healthy Living Program grant	07/01/23 through 06/30/24 \$25.00 per hour Not to exceed 320 hours total 01.0 94033.0 00000 37000 5811 0000662

Effective Dates,
Months/Hours, and
Salary Rating

Location
Transportation Authorization – 2023-2024

1. It is recommended that the individuals be authorized to receive transportation expenses at the rate of 65.5¢ per mile, effective July 1, 2023, through June 30, 2024:

Typist Clerk III – Substitute

Lewis-Yoo, Petal Nutrition Services

07/01/23 through 06/30/24: 65.5¢
01.0 94033.0 00000 37000 5210 0000662

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 4

TO: Board of Education
 FROM: Dr. Darneika Watson, Interim Superintendent
 SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer
 PREPARED BY: Karineh Savarani, Director, Financial Services
 SUBJECT: **Warrants – District Funds**

The Interim Superintendent recommends that “A” Form (Payroll Warrants) issued June 16, 2023 – July 10, 2023, as shown below totaling \$23,335,475.41, and “B” Form (Other than Payroll Warrants) issued June 1, 2023 – June 30, 2023, totaling \$17,778,258, be approved. Funding for Form “A” Warrants is accounted for in the following funds: 01.0 General Fund, 12.0 Child Development Fund, 13.0 Cafeteria Fund, 21.1 Measure S Projects Fund, 40.1 Spec Reserve-Capital Projects Fund, 67.0 Self-Insurance Fund, 67.2 Early Retirement Benefits Fund and 76.0 Warrant Pass-Through Fund.

REGISTERED NUMBER	WARRANT NUMBER	DESCRIPTION	AMOUNT
165-N	7792608 - 7792608	Classified	\$ 585.13
166-N	7793361 - 7793361	Classified	205.38
E4W-N	7801111 - 7801145	Classified	751,640.46
172-N	7803999 - 7804003	Classified	25,935.78
173-C	7804286 - 7804286	Certificated	795.10
173-N	7804287 - 7804288	Classified	16,469.04
174-C	7801112 - 7804386	Certificated	46.70
174-N	7804383 - 7804383	Classified	1,197.37
177-C	7804877 - 7806637	Certificated	10,890,470.42
177-N	7806638 - 7807802	Classified	211,661.46
C1L-C	7810324 - 7810366	Certificated	8,261,374.64
V1C-C	7811839 - 7811852	Certificated	694,767.03
V1C-N	7811853 - 7811853	Classified	4,722.97
180-C	7811979 - 7811980	Certificated	4,792.73
180-N	7811981 - 7811984	Classified	12,941.29
C5L-C	7813768 - 7813809	Certificated	871,589.55
C5L-N	7813810 - 7813811	Classified	2,291.43
181-C	7815702 - 7815738	Certificated	35,180.69
181-N	7815739 - 7815739	Classified	2,836.82
E4X-N	7817323 - 7817417	Classified	1,545,971.42
TOTAL			\$ 23,335,475.41

To Support 2022-2023 Board Priority No. 4 – Maintain District Financial Responsibility – Ensure the fiscal health of the District, implement a fiscal plan to preserve the District resources, and plan for the District’s future educational and facility needs.

**GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 4**

**SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
JUNE 1 THRU JUNE 30, 2023**

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
1.0 GENERAL FUND			
4110	TEXTBOOKS	52	\$ 62,518.08
4210	BOOKS & OTHER REFERENCE MATERIAL	4	1,864.36
4310	INST. MATERIALS & SUPPLIES	847	669,787.24
4312	INST. PERIODICALS & MAGAZINES	3	160.72
4317	COMMENCEMENT	43	88,820.48
4340	INST. SOFTWARE/LICENSES	35	100,310.12
4350	OFFICE & OTHER SUPPLIES	248	61,761.70
4351	PRINTING & REPRODUCTION	30	22,905.46
4353	EDIBLE SUPPLIES	61	15,322.34
4360	TIRES, FUEL AND OIL	23	21,298.01
4370	CUSTODIAL/OPERATION SUPPLIES	100	33,108.91
4371	GROUNDS SUPPLIES	21	778.36
4372	POOL SUPPLIES	24	18,741.95
4380	MAINTENANCE SUPPLIES	27	1,910.01
4381	REPAIR SUPPLY & MATERIALS	345	110,486.83
4395	NON-FOOD SUPPLIES	6	402.53
4410	NON-CAP AV/COMPUTER EQUIP-UNTAGGED	27	22,053.01
4420	NON-CAP EQUIP -UNTAGGED	219	65,061.36
4430	NON-CAP EQUIP - TAGGED NON-COMPTER	113	128,937.53
4440	NON-CAP COMPUTER EQUIP-TAGGED	55	558,762.04
4710	FOOD	2	611.70
5210	MILEAGE & CAR ALLOWANCES	94	13,752.04
5220	TRAVEL AND CONFERENCES	43	43,219.61
5230	RECRUITMENT EXPENSES	1	850.00
5310	DUES AND MEMEBERSHIPS	3	15,890.00
5311	CERTIFICATES AND LICENSES	2	585.00
5450	OTHER INSURANCE	1	106.00
5510	NATURAL GAS SERVICES	12	29,950.15
5520	ELECTRICITY SERVICES	37	279,038.41
5530	WATER	37	35,653.52
5561	TRASH DISPOSAL	4	34,109.88
5562	SEWER CHARGES	38	9,455.20
5610	RENTALS, LEASES AND REPAIRS	29	55,851.06
5611	ETIS COPIER LEASES	6	13,668.29
5630	REPAIRS	81	151,695.58
5631	ETIS COPIER MAINTENANCE	4	623.27
5632	ETIS PRINTER MAINTENANCE	1	15,459.04
5802	NON-INSTRUCT. SOFTWARE LICENSE	2	2,010.00
5804	NON-PUBLIC SCHOOL	31	364,201.40
5811	PERSONAL SERVICES	77	154,902.80
5812	NON-PSA SERVICE AGREEMENT	158	755,172.36
5813	UNIFORM SERVICES	1	3,820.86
5814	TRANSPORTATION	90	79,532.28
5815	OPERATING SERVICES	195	3,222,402.28
5816	NON-PUBLIC SCHOOL SERVICES	732	3,545,529.88
5821	LEGAL FEES	18	60,400.50
5823	SPEC ED LEGAL SETTLEMENTS	5	60,499.60

**GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 4**

**SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
JUNE 1 THRU JUNE 30, 2023**

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
1.0 GENERAL FUND			
5825	AUDIT FEES	3	19,320.00
5828	SPED PARENT ATTORNEY FEES	2	10,432.10
5830	ADVERTISEMENT	1	330.00
5852	NON-INSTRUCTIONAL, CONSULTANTS	7	34,621.00
5853	CONTRACTUAL SERVICES	3	1,772.85
5861	FINGERPRINTS FOR EMPLOYEES	1	1,753.00
5862	PHYSICALS FOR EMPLOYEES	1	3,500.00
5911	POSTAGE/UPS/FEDEX	2	62.25
5912	TELEPHONE	14	35,114.86
5916	OTHER PHONES	5	7,398.58
6210	ARCHITECT FEES ON BUILDINGS	1	1,980.00
6252	OTHER CONSTRUCTION	4	86,445.00
8689	ALL OTHER FEES AND CONTRACTS	4	2,580.00
8699	ALL OTHER LOCAL REVENUES	16	13,861.76
9320	STORES	13	104,129.38
9530	FRINGE BENEFITS SUBS - H&W	3	3,518,384.15
9552	USE TAX PAYABLE	26	3,847.18
		-----	-----
		4,093	14,779,514
12.0 CHILD DEVELOPMENT FUND			
4310	INST. MATERIALS & SUPPLIES	157	39,347.65
4350	OFFICE & OTHER SUPPLIES	77	6,626.40
4353	EDIBLE SUPPLIES	22	7,485.93
4420	NON-CAP EQUIP -UNTAGGED	66	52,644.75
4430	NON-CAP EQUIP - TAGGED NON-COMPTER	54	79,252.74
5210	MILEAGE & CAR ALLOWANCES	1	85.12
5520	TRAVEL AND CONFERENCES	1	84.39
5630	REPAIRS	3	29.83
5812	NON-PSA SERVICE AGREEMENT	61	28,107.94
5814	TRANSPORTATION	1	441.48
5815	OPERATING SERVICES	3	2,700.00
5916	OTHER PHONES	1	36.73
9552	USE TAX PAYABLE	1	2.10
		-----	-----
		448	216,845
13.0 CAFETERIA FUND			
4350	OFFICE & OTHER SUPPLIES	3	856.67
4351	PRINTING & REPRODUCTION	6	912.76
4360	TIRES, FUEL AND OIL	4	1,451.78
4380	MAINTENANCE SUPPLIES	16	1,576.26
4381	REPAIR SUPPLY & MATERIALS	5	6,407.86

4395	NON-FOOD SUPPLIES	9	48,900.40
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**GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 4**

**SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
JUNE 1 THRU JUNE 30, 2023**

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
13.0 CAFETERIA FUND			
4420	NON-CAP EQUIP -UNTAGGED	1	242.53
4430	NON-CAP EQUIP-TAGGED NON-COMPUTER	9	16,720.23
4710	FOOD	59	339,100.28
5210	MILEAGE & CAR ALLOWANCES	1	20.31
5310	DUES AND MEMEBERSHIPS	3	380.00
5563	PEST CONTROL	2	1,576.20
5610	RENTALS, LEASES AND REPAIRS	3	6,512.57
5630	REPAIRS	3	2,029.00
5815	OPERATING SERVICES	14	3,630.58
5817	MONEY PICK-UPS	3	3,634.69
5916	OTHER PHONES	1	62.55
6490	CAPITALIZED EQUIPMENT	18	48,059.99
8634	FOOD SERVICE SALES	6	889.75
9552	USE TAX PAYABLE	1	247.81
		-----	-----
		167	483,212
21.1 MEASURE S PROJECTS FUND			
5590	OPERATIONS & OTH HOUSEKEEPING	1	78.94
5610	RENTALS, LEASES AND REPAIRS	4	40,111.20
6210	ARCHITECT FEES ON BUILDINGS	4	25,786.01
6231	DSA PLAN CHECK FEES	2	16,796.91
6250	BUILDING CONSTRUCTION/IMPROV	3	232,588.14
6252	OTHER CONSTRUCTION	6	63,536.33
6275	CONST TSTNG ON BLDNGS & IMPROV	1	632.50
6280	BUILDING INSPECTIONS	1	3,960.00
6282	MOVING-STORAGE	1	11,808.00
6294	ADVERTISEMENTS & NOTICES	10	11,007.00
6490	CAPITALIZED EQUIPMENT	2	7,809.38
9522	STALE CHECK LIABILITY	1	94.54
9552	USE TAX PAYABLE	2	15.91
		-----	-----
		38	414,225
40.1 SPEC RESERVE - CAPITAL PROJECTS			
5520	ELECTRICITY SERVICES	1	46.65
5530	WATER	1	286.81
5562	SEWER CHARGES	1	145.25
		-----	-----
		3	479
67.0 SELF-INSURANCE FUND			
5872	DELTA ADMINISTRATIVE FEES	4	14,922.27
5874	VSP ADMINISTRATIVE FEES	7	3,975.05

5875	DELTA PAYMENTS	1	180,857.35
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**GLENDAL Unified School District
Consent Calendar No. 4**

**SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
JUNE 1 THRU JUNE 30, 2023**

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	67.0 SELF-INSURANCE FUND		
5877	MEDIMPACT CLAIMS	1	16,221.68
5878	MEDIMPACT PAYMENTS	1	395,328.66
		----- 14	----- 611,305
	67.2 EARLY RETIREMENT BENEFITS FUND		
5815	OPERATING SERVICES	1	174,323.73
		----- 1	----- 174,324
	73.0 FOUNDATION TRUST FUND		
7699	ALL OTHER FINANCING USES	1	792.73
		----- 1	----- 793
	76.0 WARRANT PASS-THROUGH FUND		
9517	VOLUNTARY DEDUCTIONS	15	650,208.66
9518	TAX SHELTER ANNUITY	2	41,826.50
9550	ROTH IRA-LACOE USED ONLY	3	405,526.50
		----- 20	----- 1,097,562
	TOTAL	4,785	17,778,258

GLENDALE UNIFIED SCHOOL DISTRICT

JULY 11, 2023

CONSENT CALENDAR NO. 5

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer
PREPARED BY : Barbara Howard, Director, Procurement & Contract Services
SUBJECT: **PURCHASE ORDER LISTING**

The Interim Superintendent recommends that the Board of Education approve Purchase Orders totaling \$6,397,755.86 for the period of June 12, 2023 to June 30, 2023 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM JUNE 12, 2023 THROUGH JUNE 30, 2023

Funding Source	Number of Purchase Orders	Amount
UNRESTRICTED RESOURCES	62	223,566.87
FEDERAL RESTRICTED RESOURCES	5	13,876.82
STATE RESTRICTED RESOURCES	30	434,725.91
LOCAL RESTRICTED RESOURCES	39	100,969.96
CHILD DEVELOPMENT FUND	1	7,174.05
FOOD SERVICES FUND	9	16,217.00
MEASURE S PROJECTS FUND	23	5,597,531.28
MC LENNAN DONATIONS	1	3,693.97
TOTAL	170	\$6,397,755.86

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
PO1-230000004249	KOREAN AMERICAN EDUCATION FOUNDATION, INC	970.20
PO1-230000004250	ZOOM VIDEO COMMUNICATIONS SUBSCRIPTION RENEWAL - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	29,273.02
PO1-230000004253	CA ASSOC. OF SCHOOL BUSINESS OFFICIALS DISTRICT MEMBERSHIP DUES - BUSINESS SERVICES	14,950.00
PO1-230000004256	ALMANSOR COURT, INC. SERVICES RENDERED FOR PRINCIPALS' INSTITUTE - SECONDARY SERVICES	15,342.46
PO1-230000004258	BURBANK PRINTING PRINTING OF JAPANESE FLAG PACKETS FOR THE 2023-24 SCHOOL YEAR - EDUCATIONAL SERVICES	8,936.04
PO1-230000004267	TEK TIME SYSTEMS, INC	117.07
PO1-230000004269	SCHOOL SPECIALTY LLC	137.21
PO1-230000004282	THE HOME DEPOT PRO (SUPPLYWORKS)	499.80
PO1-230000004283	KOREAN AMERICAN EDUCATION FOUNDATION, INC BLANKET PURCHASE ORDER FOR KOREAN TEXTBOOKS - CRESCENTA VALLEY HIGH SCHOOL	12,019.29
PO1-230000004284	KOREAN AMERICAN EDUCATION FOUNDATION, INC BLANKET PURCHASE ORDER FOR KOREAN TEXTBOOKS - HOOVER HIGH SCHOOL	1,901.36
PO1-230000004285	JOSTEN'S, INC. GRADUATION EXPENSES - GLENDALE HIGH SCHOOL	2,365.80
PO1-230000004286	BURBANK PRINTING	493.92
PO1-230000004292	FRED BOCK MUSIC COMPANY	225.00
PO1-230000004293	CUSTOMINK PARENT, LLC	641.19
PO1-230000004295	AMERICAN EXPRESS CPS ELITE SANITATION INC - PORTABLE TOILETS AND DOUBLE SINK STATION - STUDENT SUPPORT SERVICES	716.63
PO1-230000004300	AMERICAN EXPRESS CPS CSU HIGH SCHOOL COUNSELOR CONFERENCE - CONFERENCE EXPENSES - DAILY HIGH SCHOOL	90.00
PO1-230000004302	LESLIE'S POOL SUPPLIES	406.60
PO1-230000004303	UNIVERSAL WASTE DISPOSAL COMPANY LAMP RECYCLING - FACILITY & SUPPORT OPERATIONS	4,260.80
PO1-230000004313	FIRST STUDENT TRANSPORTATION SERVICES FOR FIELD TRIPS - VERDUGO WOODLANDS ELEMENTARY SCHOOL	2,648.88

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-230000004320	SMART & FINAL IRIS COMPANY	600.00
PO1-230000004322	UPS	23.27
PO1-230000004329	WINTER WALKING CUSTODIAL OPERATIONS - PPE - FACILITY & SUPPORT OPERATIONS	1,864.55
PO1-230000004331	DICK BLICK ART MATERIALS	727.63
PO1-230000004333	MAINTEX	243.14
PO1-230000004335	STUDIO SPECTRUM, INC GRAD VIDEOS FOR CVHS, HHS, GHS, DAILY/VERDUG - PUBLIC INFORMATION	22,660.00
PO1-230000004338	AMERICAN EXPRESS CPS APPLE CARE - REPAIR SERVICES - WILSON MIDDLE SCHOOL	100.00
PO1-230000004344	ITINERA DOCENTIA, LLC	775.00
PO1-230000004349	BURBANK PRINTING PRINTING SERVICES - ROOSEVELT MIDDLE SCHOOL	1,530.27
PO1-230000004351	AMERICAN EXPRESS CPS AP BY THE SEA SUMMER INSTITUTE - CONFERENCE EXPENSES - GLENDALE HIGH SCHOOL	665.00
PO1-230000004353	MAINTEX MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	12,623.63
PO1-230000004354	J.W. PEPPER & SON, INC. MUSIC SUPPLIES - GLENDALE HIGH SCHOOL	1,055.86
PO1-230000004358	CAFE BRAVO GPD LUNCHEON - STUDENT SUPPORT SERVICES	2,528.75
PO1-230000004359	STATE OF CA DEPT OF INDUSTRIAL RELATIONS CAL-OSHA CITATION PENALTY - HUMAN RESOURCES	3,000.00
PO1-230000004365	ALL AMERICAN SPORTS CORP. RECONDITION OF FOOTBALL HELMETS - HOOVER HIGH	3,595.23
PO1-230000004366	ALLIANT INSURANCE SERVICES	106.00
PO1-230000004367	BURBANK PRINTING PRINTING OF JAPANESE DUAL LANGUAGE PACKETS - EDUCATIONAL SERVICES	1,310.34
PO1-230000004368	UC REGENTS UCLA IDS TECHNOLOGY ACCESS AND SUPPORT FOR TEACHERS & STUDENTS - SECONDARY SERVICES	23,508.00
PO1-230000004373	REVOLVING CASH FUND	984.65

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-230000004383	VICKI A. SABER, CSR, APC PROFESSIONAL SERVICES - HUMAN RESOURCES	2,842.50
PO1-230000004392	BURBANK PRINTING PRINTING OF JAPANESE DUAL LANGUAGE PACKETS - SECONDARY SERVICES	2,073.90
PO1-230000004399	LESLIE'S POOL SUPPLIES	161.46
PO1-230000004405	BERTRAND'S MUSIC ENTERPRISES INC	411.22
PO1-230000004409	JOSTEN'S, INC.	56.89
PO1-240000000024	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS - CRESCENTA VALLEY HIGH SCHOOL	7,000.00
PO1-240000000034	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - KEPPEL ELEMENTARY SCHOOL	10,000.00
PO3W-230000002028	DRI-STICK DECAL CORPORATION	447.11
PO3W-230000002080	JOSTEN'S, INC.	521.36
PO3W-230000002318	ERGODIRECT INC WORKERS' COMP CHAIRS - HUMAN RESOURCES	5,798.21
PO3W-230000002320	THE HOME DEPOT PRO (SUPPLYWORKS)	191.99
PO3W-230000002322	BURBANK PRINTING	37.49
PO3W-230000002323	THE HOME DEPOT PRO (SUPPLYWORKS)	278.07
PO3W-230000002324	ODP BUSINESS SOLUTIONS, LLC (F/K/A/ OFFICE DEPOT BUSINESS SO	363.65
PO3W-230000002325	ULINE SHIPPING SUPPLY WORKERS COMP MATS FOR BALBOA ELEMENTARY SCHOOL - HUMAN RESOURCES	4,630.50
PO3W-230000002326	ULINE SHIPPING SUPPLY WORKERS COMP MATS FOR JEFFERSON ELEMENTARY SCHOOL - HUMAN RESOURCES	1,852.20
PO3W-230000002327	ULINE SHIPPING SUPPLY WORKERS COMP MATS FOR VERDUGO WOODLANDS ELEMENTARY SCHOOL - HUMAN RESOURCES	3,704.40
PO3W-230000002329	AREY JONES EDUCATIONAL SOLUTIONS PROJECTOR LAMPS - R.D. WHITE ELEMENTARY SCHOOL	2,752.50
PO3W-230000002335	LIBERTY PAPER	609.69
PO3W-230000002336	BURBANK PRINTING OFFICE SUPPLIES - FINANCIAL SERVICES	2,710.92
PO3W-230000002339	GRAINGER CUSTODIAL SUPPLIES - GLENDALE HIGH SCHOOL	2,833.20
PO3W-230000002341	THE HOME DEPOT PRO (SUPPLYWORKS)	393.02
TOTAL		223,566.81

PO NUMBER	FEDERAL RESTRICTED RESOURCES VENDOR	AMOUNT
PO1-230000004251	BE GLAD LLC CONFERENCE EXPENSES - MUIR ELEMENTARY SCHOOL	2,800.00
PO1-230000004259	TAMARA AVEDIAN PROVIDE OUTREACH TO REFUGEE/ASYLEE/IMMIGRANT, BOARD APPROVED 6/6/2023 - EQUITY, ACCESS & FAMILY ENGAGEMENT	10,000.00
PO1-230000004314	ANI EBRAHIMIAN	373.00
PO1-230000004370	AMAZON CAPITAL SERVICES, INC.	520.70
PO1-230000004374	AMAZON CAPITAL SERVICES, INC.	183.12
	TOTAL	13,876.82
STATE RESTRICTED RESOURCES		
PO1-230000004252	ABELCINE	680.00
PO1-230000004254	NUCLEUS ROBOTICS, LLC ROBOTICS CURRICULUM FOR WILSON MIDDLE SCHOOL, GLENDAL & CLARK MAGNET HIGH SCHOOLS - SECONDARY SERVICES	6,600.00
PO1-230000004257	AMERICAN RED CROSS	486.00
PO1-230000004261	GRAINGER	158.03
PO1-230000004262	AMERICAN EXPRESS CPS UNIVERSITY OF CALIFORNIA - CONFERENCE EXPENSES - SECONDARY SERVICES	95.00
PO1-230000004264	UPS	23.27
PO1-230000004276	LEXIA VOYAGER SOPRIS INC. INSTRUCTIONAL MATERIALS AND SUPPLIES - SPECIAL EDUCATION	25,026.23
PO1-230000004307	USC ROSSIER SCHOOL OF ED. PROVIDE DEVELOPMENT & IMPLEMENTATION OF ADVISING CORPS PROGRAM - SECONDARY SERVICES	144,000.00
PO1-230000004309	KEVIN J FLEMING CATAPULT PROFESSIONAL DEVELOPMENT SERIES TRAININGS - SECONDARY SERVICES	12,500.00
PO1-230000004312	JOSHUA DEIGHTON PARENT REIMBURSEMENT - SPECIAL EDUCATION	57,750.00
PO1-230000004337	CDW GOVERNMENT ADOBE LICENSES - SECONDARY SERVICES	2,500.00
PO1-230000004339	BAYHA GROUP SERVICE AGREEMENT TO PROVIDE SUMMER INTERNSHIP PROGRAM - SECONDARY SERVICES	10,000.00

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-230000004341	VANAMAN GERMAN LLP PROFESSIONAL SERVICES - SPECIAL EDUCATION	5,432.10
PO1-230000004361	IXL LEARNING INSTRUCTIONAL SOFTWARE LICENSE - VALLEY VIEW ELEMENTARY SCHOOL	7,650.00
PO1-230000004363	AMERICAN EXPRESS CPS ATLANTA MARRIOTT MARQUIS - CONFERENCE EXPENSES FOR SKILLSUSA TEAM - CLARK MAGNET HIGH SCHOOL	6,826.96
PO1-230000004364	AMERICAN EXPRESS CPS ATLANTA MARRIOTT MARQUIS - CONFERENCE EXPENSES FOR SKILLSUSA TEAM - CRESCENTA VALLEY HIGH SCHOOL	3,380.27
PO1-230000004372	AMERICAN EXPRESS CPS OMNI RANCHO LAS PALMAS RESORT & SPA - CONFERENCE EXPENSES - SECONDARY SERVICES	1,069.70
PO1-230000004378	SANTA CLARA COUNTY OFFICE OF EDUCATION PARTICIPATION IN PILOT SCHOOL HEALTH DEMONSTRATION PROJECT - EDUCATIONAL SERVICES	50,000.00
PO1-230000004384	SKILLS USA CALIFORNIA	280.00
PO1-230000004389	CERTIPORT	697.64
PO1-230000004411	LA CANADA UNIFIED SCHOOL DISTRICT	217.20
PO1-230000004413	LA CANADA UNIFIED SCHOOL DISTRICT REIMBURSEMENT TO LCUSD/ TALK PROGRAM - FOOTHILL NSELPA	15,581.10
PO1-230000004414	LA CANADA UNIFIED SCHOOL DISTRICT REIMBURSEMENT FOR SPEECH PATHOLOGIST TALK PROGRAM - FOOTHILL SELPA	8,037.62
PO1-230000004415	LA CANADA UNIFIED SCHOOL DISTRICT TALK PROGRAM REIMBURSEMENT - FOOTHILL SELPA	29,439.02
PO3W-230000001937	FROG STREET PRESS INSTRUCTIONAL BOOKS - DUNSMORE ELEMENTARY SCHOOL	4,881.29
PO3W-230000002102	AMAZON CAPITAL SERVICES, INC.	251.73
PO3W-230000002239	SUNSHINE COTTAGE SCHOOL FORDEAF CHILDREN	237.95
PO3W-230000002335	LIBERTY PAPER OFFICE SUPPLIES - SPECIAL EDUCATION	1,045.16

PO NUMBER	STATE RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-230000002338	TOBII DYNAVOX SPECIAL EDUCATION EQUIPMENT - FOOTHILL SELPA	38,115.64
PO3W-230000002342	CDW GOVERNMENT LAPTOP CART - ONLINE COLLEGE & CAREER ACADEMY	1,764.00
	TOTAL	434,725.91
LOCAL RESTRICTED RESOURCES		
PO1-230000004244	GENUINE PARTS COMPANY	85.15
PO1-230000004245	INTERMOUNTAIN LOCK & SECURITY SUPPLY MAINTENANCE AND REPAIR SUPPLIES AND MATERIALS - FACILITY & SUPPORT OPERATIONS	5,149.43
PO1-230000004260	MARCIE G DAIGLE	125.00
PO1-230000004266	FIRST STUDENT	441.48
PO1-230000004271	CHECKPOINT COMMUNICATIONS, INC INSTALLATION OF NEW CAMERAS IN DISTRICT OFFICE - FACILITY & SUPPORT OPERATIONS	6,160.00
PO1-230000004272	DESOTO SALES, INC.	141.12
PO1-230000004273	STUMBAUGH & ASSOCIATES, INC. REPAIR MATERIALS AND SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,584.26
PO1-230000004274	THE HOME DEPOT PRO (SUPPLYWORKS)	128.05
PO1-230000004280	ONLINE POWER, INC PREVENTATIVE MAINTENANCE FOR EMERGENCY BACK UP LIGHTING - FACILITY & SUPPORT OPERATIONS	1,450.00
PO1-230000004281	APPLE VALLEY COMMUNICATIONS	510.00
PO1-230000004287	FIRST STUDENT TRANSPORTATION SERVICES FOR VARIOUS FIELD TRIPS - DUNSMORE ELEMENTARY SCHOOL	3,531.84
PO1-230000004289	HIGH TRAILS, INC	500.00
PO1-230000004297	CALM.COM, INC. SUBSCRIPTION - CRESCENTA VALLEY HIGH SCHOOL	1,720.72
PO1-230000004308	TOTALENERGIES RENEWABLES USA, LLC REPAIR SOLAR PANEL MODULES - FACILITY & SUPPORT OPERATIONS	6,528.19
PO1-230000004315	AMAZON CAPITAL SERVICES, INC.	33.03
PO1-230000004330	NJP SPORTS INC REPAIR AND MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	2,205.00

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO1-230000004332	FERGUSON ENTERPRISES INC.#1350	543.42
PO1-230000004334	WESTERN PSYCHOLOGICAL SERVICES	296.00
PO1-230000004336	SOUTHWEST COATINGS INC. PATCH AND PAINT SEVEN ROOMS AT MUIR ELEMENTARY SCHOOL - FACILITY & SUPPORT OPERATIONS	19,875.00
PO1-230000004355	RUSSELL SIGLER INC HVAC REPAIR AND MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	4,301.96
PO1-230000004362	UNIVERSAL PROTECTION SERVICE, LP SECURITY GUARD SERVICES - GLENDALE HIGH SCHOOL	11,708.63
PO1-230000004373	REVOLVING CASH FUND	555.22
PO1-230000004380	INTERMOUNTAIN LOCK & SECURITY SUPPLY MAINTENANCE AND REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	2,871.56
PO1-230000004391	FIRST STUDENT BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - SPECIAL EDUCATION	4,000.00
PO1-230000004395	INTERMOUNTAIN LOCK & SECURITY SUPPLY	117.22
PO1-230000004396	DECKER EQUIPMENT/SCHOOL FIX	135.56
PO1-230000004397	APPLE VALLEY COMMUNICATIONS ELECTRONIC REPAIR SUPPLIES AND MATERIALS - FACILITY & SUPPORT OPERATIONS	1,938.39
PO1-230000004398	HANGSAFE HOOKS REPAIR AND MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	6,275.36
PO1-230000004400	TURF STAR, INC.	110.27
PO1-230000004401	AUTOZONE, STORE #5381	57.05
PO1-230000004402	UNITED REFRIGERATION, INC. HVAC REPAIR AND MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,142.77
PO1-230000004403	GMS ELEVATOR SERVICES, INC ELEVATORS REPAIR & SERVICES - FACILITY & SUPPORT OPERATIONS	3,965.00
PO1-230000004404	GMS ELEVATOR SERVICES, INC ELEVATORS REPAIR & SERVICES - FACILITY & SUPPORT OPERATIONS	4,513.00
PO3W-230000002067	PEARSON EDUCATION	172.00
PO3W-230000002319	QUILL CORPORATION	489.57

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
PO3W-230000002321	ULINE SHIPPING SUPPLY EQUIPMENT - FACILITY & SUPPORT OPERATIONS	1,212.75
PO3W-230000002334	ACCO BRANDS USA LLC. OFFICE EQUIPMENT - FOOD SERVICES	2,319.69
PO3W-230000002343	PLAYPOWER LT FARMINGTON, INC. REPAIR AND MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,964.27
PO3W-230000002345	LEGO EDUCATION INSTRUCTIONAL MATERIALS - GLENOAKS ELEMENTARY SCHOOL	2,112.00
	TOTAL	----- 100,969.96
CHILD DEVELOPMENT FUND		
PO3W-230000002032	LAKESHORE LEARNING CLASSROOM FURNITURE FOR PACIFIC AVE PRESCHOOL - CHILD DEVELOPMENT & CHILD CARE	7,174.05
	TOTAL	----- 7,174.05
FOOD SERVICES FUND		
PO1-230000004247	KENNETH ANTHONY YANDOLI	876.88
PO1-230000004248	LUNCHASSIST, INC.	250.00
PO1-230000004255	CERTIFIED WHOLESALE ELECTRIC	604.33
PO1-230000004304	DIRECT MAIL SOURCE INC	912.76
PO1-230000004356	ARROW RESTAURANT EQUIPMENT EQUIPMENT REMOVAL AND DISPOSAL FOR HOOVER HIGH AND TOLL MIDDLE SCHOOLS - FOOD SERVICES	2,500.00
PO1-230000004379	PARTS TOWN, LLC	971.92
PO3W-230000002335	LIBERTY PAPER	87.10
PO3W-230000002337	ACTION SALES FREEZER REACH-IN 2-SECTION - FOOD SERVICES	6,888.42
PO3W-230000002340	APRONSANDSMOCKS.COM APRONS - FOOD SERVICES	3,125.59
	TOTAL	----- 16,217.00

PO NUMBER	MEASURE S PROJECTS FUND VENDOR	AMOUNT
PO1-230000004270	DIVISION OF THE STATE ARCHITECT	500.00
PO1-230000004305	HART DESIGN BUILD INC. IRON FENCING PROJECT AT MONTE VISTA ELEMENTARY SCHOOL, BID #244-23/24, BOE 5/16/2023 - PLANNING, DEVELOPMENT & FACILITIES	327,000.00
PO1-230000004310	S. TORRES GROUP INC. INSPECTION SERVICES - ROSEMONT MIDDLE SCHOOL	33,120.00
PO1-230000004318	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT PACIFIC AVENUE & EDUCATION CENTER - PLANNING, DEVELOPMENT & FACILITIES	11,670.98
PO1-230000004319	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT CLARK MAGNET HIGH SCHOOL - PLANNING, DEVELOPMENT &	12,663.23
PO1-230000004323	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT CRESCENTA VALLEY HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	18,244.98
PO1-230000004324	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT FACILITY & SUPPORT OPERATIONS OFFICE - PLANNING, DEVELOPMENT & FACILITIES	11,450.48
PO1-230000004325	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT CLOUD PRE- SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	9,565.86
PO1-230000004326	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT DUNSMORE ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	11,009.48
PO1-230000004327	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT LINCOLN ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	11,009.48
PO1-230000004328	KDDI AMERICA, INC PROVIDE AND INSTALL TELEPHONE SYSTEM AT GLENOAKS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	11,009.48

PO NUMBER	MEASURE S PROJECTS FUND (CONTINUATION) VENDOR	AMOUNT
PO1-230000004346	HART DESIGN BUILD INC. CONSTRUCTION SERVICES AT CRESCENTA VALLEY HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	22,500.00
PO1-230000004348	CHALMERS CONSTRUCTION SERVICES, INC HVAC PROJECT AT ROSEMONT MIDDLE SCHOOL, BID #253-23/24, BOE 5/16/2023 - PLANNING, DEVELOPMENT & FACILITIES	2,098,000.00
PO1-230000004369	RAVAND CONSTRUCTION INC SITE WORK PROJECT AT GLENOAKS ELEMENTARY SCHOOL, BID #242-23/24, BOE 5/16/2023 - PLANNING, DEVELOPMENT & FACILITIES	419,500.00
PO1-230000004376	BEST CONTRACTING SERVICES INC ROOFING PROJECT AT WILSON MIDDLE SCHOOL, BID #254-23/24, BOE 5/16/2023 - PLANNING, DEVELOPMENT & FACILITIES	1,389,824.00
PO1-230000004377	TECHLINE SPORTS LIGHTING LLC LED SPORTS LIGHTING PROJECT AT GLENDAL HIGH SCHOOL, BOE 5/16/2023 - PLANNING, DEVELOPMENT & FACILITIES	319,487.50
PO1-230000004385	S & R SPORT ANTI-WAVE GLOBAL GOAL - GLENDAL HIGH SCHOOL	13,232.81
PO1-230000004386	OUTLOOK NEWSPAPER	963.00
PO1-230000004387	AMB GROUP INC. FENCING PROJECT AT CRESCENTA VALLEY HIGH SCHOOL, BID #250-23/24, BOE 5/16/2023 - PLANNING, DEVELOPMENT & FACILITIES	429,800.00
PO1-230000004390	HART DESIGN BUILD INC. PIPING REPLACEMENT PROJECT AT MONTE VISTA ELEMENTARY SCHOOL, BID #243-23/24, BOE 5/16/2023 - PLANNING, DEVELOPMENT & FACILITIES	64,900.00
PO1-230000004393	QUALITY FENCE CO INC FENCING PROJECT AT TOLL MIDDLE SCHOOL, BID #251-23/24, BOE 5/16/2023 - PLANNING, DEVELOPMENT & FACILITIES	192,300.00
PO1-230000004394	THE CONVERSE PROFESSIONAL GROUP HVAC PROJECT PROVIDE MATERIAL TESTING & SPECIAL INSPECTION AT ROSEMONT MIDDLE SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	24,780.00
PO1-230000004416	WESTSIDE BUILDERS CORP DRAIN LINE PROJECT - GLENDAL HIGH SCHOOL	165,000.00
		5,597,531.28
	TOTAL	5,597,531.28

PROCESS DATE
7/3/2023

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 5

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PO NUMBER	MC LENNAN DONATIONS VENDOR	AMOUNT
PO1-230000004412	HOOVER HIGH SCHOOL - A.S.B. 2022-23 1ST & 2ND QUARTER INTEREST FOR MCLENNAN TRUST - FINANCIAL SERVICES	3,693.97
		----- TOTAL 3,693.97

**LIST OF PO CHANGE ORDERS
DURING THE PERIOD ENDING JUNE 30, 2023
CONSENT CALENDAR NO. 5, JULY 11, 2023**

Change Order Date	PO Number	Vendor	Reason of Change	Original Amount	Net Increase / Decrease	New Total
6/12/2023	PO1-230000000088	POLAR LEASING CO	SUPPLEMENT PO	\$70,000.00	\$5,000.00	\$75,000.00
6/12/2023	PO1-230000001647	ALAMELU ARUNACHALAM	INCREASED PO TO COVER ADDITIONAL SERVICES	\$11,500.00	\$2,000.00	\$13,500.00
6/12/2023	PO1-230000000120	ODP BUSINESS	INCREASED PO TO COVER ADDITIONAL INVOICES	\$2,500.00	\$300.00	\$2,800.00
6/12/2023	PO1-230000000254	RICOH USA INC	INCREASED PO TO COVER ADDITIONAL INVOICES	\$4,800.00	\$600.00	\$5,400.00
6/13/2023	PO1-230000002915	FIRST STUDENT	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES	\$10,000.00	\$6,300.00	\$16,300.00
6/13/2023	PO1-230000001082	JIM'S MUSICAL INSTRUMENT	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES	\$1,000.00	\$1,500.00	\$2,500.00
6/13/2023	PO1-230000000232	AMAZON	INCREASED PO TO COVER PAYMENT OF THE FINAL INVOICE	\$2,200.00	\$115.00	\$2,315.00
6/13/2023	PO1-230000002824	BRIAN KENYON ARTS STUDIO	INCREASED PO FOR ADDITIONAL SERVICES NEEDED	\$19,508.72	\$1,349.00	\$20,857.72
6/13/2023	PO1-230000000888	SCHOOL SPECIALTY	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES	\$6,000.00	\$2,200.00	\$8,200.00
6/13/2023	PO1-230000003523	BEST BEST & KRIEGER	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES	\$20,000.00	\$50,000.00	\$70,000.00
6/14/2023	PO1-230000000381	SPRKLETTS	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES	\$800.00	\$500.00	\$1,300.00
6/14/2023	PO1-230000000975	FIRST STUDENT	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES	\$3,500,000.00	\$180,000.00	\$3,680,000.00
6/14/2023	PO1-230000001191	FIRST STUDENT	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES	\$230,000.00	\$4,000.00	\$234,000.00
6/14/2023	PO1-230000001211	REPUBLIC MASTER CHEFS	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES	\$1,500.00	\$200.00	\$1,700.00
6/14/2023	PO1-230000003872	FIRST STUDENT	INCREASED PO AMOUNT TO PAY FOR ADDITIONAL CHARGES - EXTRA HOURS ON TRIP.	\$1,047.88	\$197.88	\$1,245.76
6/15/2023	PO1-230000003107	LAVA HEIGHTS ACADEMY	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES	\$95,000.00	\$28,000.00	\$123,000.00
6/15/2023	PO1-230000002046	CALIFORNIA UNIFIED SERVICE PROVIDERS LLC	SUPPLEMENT PO FOR ADDITIONAL SERVICES	\$85,000.00	\$10,000.00	\$95,000.00
6/16/2023	PO1-230000000530	FLYERS ENERGY	SUPPLEMENT PO	\$130,000.00	\$7,000.00	\$137,000.00
6/16/2023	PO1-230000002419	CHALMERS CONSTRUCTION	SUPPLEMENT PO	\$1,950,540.95	\$154,800.00	\$2,105,340.95
6/21/2023	PO1-230000002394	OFFICE DEPOT	INCREASED PO TO PURCHASE ADDITIONAL SUPPLIES	\$5,000.00	\$500.00	\$5,500.00
6/21/2023	PO1-230000002479	MAXIM HEALTHCARE SERVICES	INCREASED PO FOR ADDITIONAL SERVICES NEEDED	\$500,000.00	\$100,000.00	\$600,000.00
6/22/2023	PO1-230000000514	VISTA PAINT	SUPPLEMENT PO	\$10,000.00	\$2,000.00	\$12,000.00
6/21/2023	PO1-230000001412	OFFICE DEPOT	INCREASED PO TO PURCHASE ADDITIONAL SUPPLIES	\$13,000.00	\$3,415.00	\$16,415.00
6/22/2023	PO1-230000001177	AMAZON	INCREASED PO TO PURCHASE ADDITIONAL SUPPLIES	\$1,000.00	\$500.00	\$1,500.00
6/22/2023	PO1-230000000960	SMART & FINAL	INCREASED PO TO PURCHASE ADDITIONAL EDIBLE SUPPLIES	\$9,000.00	\$200.00	\$9,200.00
6/22/2023	PO1-230000001024	COMPREHENSIVE THERAPY ASSOCIATES	SUPPLEMENT PO TO PAY INCOMING INVOICES THROUGH 6/30/2023	\$700,000.00	\$50,000.00	\$750,000.00
6/22/2023	PO1-230000002734	ALIA ELASMAR	INCREASED PO TO COVER ADDITIONAL SERVICES NEEDED	\$40,500.00	\$35,000.00	\$75,500.00
6/23/2023	PO1-230000000515	AUTOZONE	SUPPLEMENT PO	\$33,000.00	\$4,000.00	\$37,000.00
6/23/2023	PO1-230000001505	JIM'S MUSICAL INSTRUMENT	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES.	\$10,000.00	\$4,000.00	\$14,000.00
6/23/2023	PO1-230000000742	REFRIGERATION SUPPLIES	SUPPLEMENT PO	\$40,000.00	\$10,000.00	\$50,000.00
6/23/2023	PO1-230000000904	IML SECURITY	SUPPLEMENT PO	\$90,000.00	\$5,000.00	\$95,000.00

**LIST OF PO CHANGE ORDERS
DURING THE PERIOD ENDING JUNE 30, 2023
CONSENT CALENDAR NO. 5, JULY 11, 2023**

6/26/2023	PO1- 230000000410	BURBANK PRINTING	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES.	\$10,000.00	\$3,000.00	\$13,000.00
6/27/2023	PO1- 230000000672	PLUMBING AND INDUSTRIAL	SUPPLEMENT PO	\$45,000.00	\$15,000.00	\$60,000.00
6/27/2023	PO1- 230000000948	AMAZON	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES.	\$2,660.00	\$275.00	\$2,935.00
6/27/2023	PO1- 230000001072	FIRST STUDENT	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES.	\$23,000.00	\$9,600.00	\$32,600.00
6/26/2023	PO1- 230000000410	BURBANK PRINTING	INCREASED PO AMOUNT TO PAY FOR PENDING INVOICES.	\$10,000.00	\$3,000.00	\$13,000.00
6/30/2023	PO1- 230000003357	LIBRAIRIE CUFAY	INCREASED PO TO COVER ADDITIONAL BOOK ORDERS	\$2,000.00	\$1,500.00	\$3,500.00
4/27/2023	PO1- 230000002061	DANNIS WOLIVER KELLEY	INCREASED PO TO COVER ADDITIONAL LEGALL SERVICES NEEDED	30,000.00	\$20,000.00	\$50,000.00
5/30/2023	PO1- 230000003519	CHALMERS CONSTRUCTION	SUPPLEMENT PO FOR ADDITIONAL SERVICES	\$278,900.00	18,875.00	\$297,775.64

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 6

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: David Greco, Chief Counsel and Business Operations Officer

PREPARED BY: Hagop Kassabian, Administrator: Facilities Planning & Maintenance

SUBJECT: **Approval of Correction to Bid No. 242-23/24 for the Site Work Project at Glenoaks Elementary School**

The Interim Superintendent recommends that the Board of Education approve a correction to Bid No. 242-23/24 to Ravand Construction, Inc. for the site work project at Glenoaks Elementary School for the funding source to be Measure S – Glenoaks Elementary School New Building Project funds.

On May 16, 2023, the Board of Education approved the award of Bid No. 242-23/24 to Ravand Construction, Inc. for the Site Work Project at Glenoaks Elementary School in the amount of \$419,500. The original funding source for the award of Bid No. 242-23/24 was listed in error as Measure S – Summer Projects fund.

Staff is presenting a correction to the funding source for Bid No. 242-23/24 to Ravand Construction, Inc. for the Site Work Project at Glenoaks Elementary School.

This project will be funded by Measure S – Glenoaks Elementary School New Building Project funds.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 7

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: David Greco, Chief Counsel and Business Operations Officer

PREPARED BY: Hagop Kassabian, Administrator: Facilities Planning & Maintenance

SUBJECT: **Approval of Agreement with Val Verde Unified School District for the Sale of Two (2) Portable Buildings at Glenoaks and Dunsmore Elementary Schools**

The Interim Superintendent recommends that the Board of Education approve the agreement with Val Verde Unified School District for the sale of two (2) portable buildings at Glenoaks and Dunsmore Elementary Schools for a total price of \$2.00.

On April 18, 2023, the Board of Education authorized the disposal of surplus portable buildings at Glenoaks and Dunsmore Elementary Schools in the most efficient and environmentally responsible manner.

Following these authorizations, staff has been in discussions with Val Verde Unified School District for the sale of the two (2) portable buildings at Glenoaks and Dunsmore Elementary Schools at the cost of \$1.00 per building.

Attached is the sales agreement reflecting the total price of \$2.00 for the two (2) buildings. All costs associated with disconnection, removal, and transportation of these buildings will be borne by Val Verde Unified School District. The revenue associated with this sale will be placed into the Restricted Maintenance Account to be used for general maintenance of all GUSD facilities.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

**AGREEMENT FOR PURCHASE AND SALE OF
PERSONAL PROPERTY**

THIS AGREEMENT FOR PURCHASE AND SALE OF PORTABLE BUILDINGS ("Agreement") is made and entered into this 15 day of May, 2023, by and between GLENDALE UNIFIED SCHOOL DISTRICT, a California public school district ("Seller") and VAL VERDE Unified School District, a California public school district ("Buyer") (referred to individually as "Party" and together as "Parties").

WHEREAS, Seller is the owner of certain TWO (2) PORTABLE BUILDINGS currently located at Glenoaks and Dunsmore Elementary Schools further described as:

- TWO (2) PORTABLE BUILDINGS, including all items/attached hereto as **Exhibit "A"** and incorporated herein by this reference.

WHEREAS, Buyer desires to acquire the 2 Portables for its use and Seller desires to sell the 2 Portables; and

WHEREAS, Seller, pursuant to section 17540 of the California Education Code and by action of its governing board, is authorized to sell personal property to the Buyer without advertisement for or receipt of bids; and

WHEREAS, Buyer, pursuant to section 17540 of the California Education Code and by action of its governing board is authorized to buy personal property from the Seller without advertisement for or receipt of bids; and

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, Seller and Buyer agree as follows:

1. **Assets Purchased.** Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Buyer the 2 Portables. Subject to the terms and conditions set forth herein, Buyer agrees to purchase from Seller the 2 Portables.
2. **Purchase Price.** The purchase price for the 2 Portables shall be **TWO Dollars (\$2.00)**.
3. **Possession and Risk of Loss.** Possession of the 2 Portables and the risk of loss with regard to the 2 Portables shall pass to Buyer at the time Buyer accepts the delivery and installation of the 2 Portables.
4. **Approval of Sale.** This Agreement shall be effective only upon the approval of each Party's governing boards ("Effective Date").
5. **DSA Approval of Buildings.** Seller agrees to provide DSA approved plans for the 2 buildings at their current locations, TWO (2) at various sites.
6. **Condition of the 2 Portables.** Except as otherwise expressly provided in this Agreement, Buyer acknowledges that Buyer is purchasing the 2 Portables solely in reliance on Buyer's own investigation, and that no additional representations or warranties of any kind whatsoever, express or implied, have been made by Seller, or by Seller's agents, concerning the 2 Portables, with the exception of the terms and conditions set forth herein. Buyer further acknowledges and agrees that it is purchasing the 2 Portables in an "As Is" condition. Any needed repairs shall be the responsibility of Buyer.
7. **Delivery and Installation of Property.** Buyer shall remove the 2 Portables Buildings in accordance with the following schedule. Seller shall provide access to the Portables as mutually agreed to by the Parties. Seller shall maintain the 2 Portables and shall perform all normal repair and maintenance, reasonable wear and tear excepted, until Buyer's removal of the 2 Portables.

- Glenoaks Elementary School (1 building) – May 15, 2023
- Dunsmore Elementary School (1 building) – May 15, 2023

8. Mutual Indemnification.

8.1 To the fullest extent permitted by California law, Buyer shall defend, indemnify, and hold harmless Seller, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including, without limitation, any claim directly or indirectly caused by any condition of the 2 Portables, or from any activity, work, or thing done, permitted, or suffered by Buyer in conjunction with the performance of this Agreement; and in case any action or proceeding be brought against Seller, Buyer shall defend the same at Buyer’s expense.

8.2 To the fullest extent permitted by California law, Seller shall defend, indemnify, and hold harmless Buyer, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including, without limitation, any claim directly or indirectly caused by any condition of the 2 Portables, or from any activity, work, or thing done, permitted, or suffered by Seller in conjunction with the performance of this Agreement; and in case any action or proceeding be brought against Buyer, Seller shall defend the same at Seller’s expense.

9. **Insurance.** Buyer shall require insurance certificates from all of the Buyer’s third-party contractors delivering or installing the 2 Portables that are in compliance with the Buyer’s standard insurance requirements. At a minimum, Buyer’s third-party contractors shall have in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability Insurance** for \$1,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto** for combined single limit of \$1,000,000; **Workers Compensation** for Statutory limits; and **Employers’ Liability**: \$1,000,000. The Buyer shall provide to the Seller certificate(s) of insurance and endorsements satisfactory to the Seller. 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 Buyer prior to cancellation. All endorsements, certificates and insurance policies shall state that Buyer, its Board members, employees and agents, and the State of California, are named additional insureds under all policies except Workers’ Compensation Insurance. The policy(ies) shall be primary; any insurance carried by the Buyer shall only be secondary and supplemental. The Buyer’s third-party contractors shall not allow any subcontractor, employee, or agent to commence work on this Agreement or any subcontract until the insurance required of the Buyer’s third-party contractor, its subcontractors and agents have been obtained.

10. **Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

11. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

12. **Disputes.** Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of Los Angeles, State of California, and each party hereto expressly waives its right, under part II, title IV of the California Code of Civil Procedure, to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

13. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party, then, as between Buyer and Seller, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
14. **Waiver.** No waiver by any Party of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law or in equity.
15. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
16. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
17. **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
18. **Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.
19. **Review of Form of Agreement.** Submission of this instrument for examination or signature by Seller does not constitute an agreement to purchase all, or any portion of, the 2 Portables, and it is not effective as an Agreement, or otherwise, until execution and delivery by both Buyer and Seller.
20. **Incorporation of Recitals and Exhibits.** The recitals and any exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the later of the two date(s) indicated below:

Dated: _____, 2023

GLENDALE UNIFIED SCHOOL DISTRICT


By: _____

Print Name: _____

Print Title: _____

Dated: 06/28/2023, 2023

VAL VERDE UNIFIED SCHOOL DISTRICT

By:  _____
Stacy Ambrozich | Jun 28, 2023 10:45 PDT

Print Name: Stacy Ambrozich

Print Title: Director, Facilities, Contracts, & Purchasing Services

EXHIBIT "A"

Serial Number of Buildings:

- 1. Pacesetter 24x60 building Serial Numbers 97-336-101- 419B**
- 2. Mobil Modular 24x40 building Serial Numbers 1176 & 1177**





Val Verde Portale Building Sale May 2023

Final Audit Report

2023-06-28

Created:	2023-06-28
By:	Melissa Egan (megan@valverde.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0lqM-LUJNCjAteLXqUvjsVYx5n-VDMPu

"Val Verde Portale Building Sale May 2023" History

-  Document created by Melissa Egan (megan@valverde.edu)
2023-06-28 - 5:32:41 PM GMT
-  Document emailed to Stacy Ambrozich (sambrozich@valverde.edu) for signature
2023-06-28 - 5:44:37 PM GMT
-  Document e-signed by Stacy Ambrozich (sambrozich@valverde.edu)
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API
Signature Date: 2023-06-28 - 5:45:07 PM GMT - Time Source: server
-  Agreement completed.
2023-06-28 - 5:45:07 PM GMT



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GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 8

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: David Greco, Chief Counsel and Business Operations Officer

PREPARED BY: Hagop Kassabian, Administrator: Facilities Planning & Maintenance

SUBJECT: **Approval of Memorandum of Understanding with Davidian and Mariamian Educational Foundation for Rental of Unoccupied Space**

The Interim Superintendent recommends that the Board of Education approve the Memorandum of Understanding with the Davidian and Mariamian Educational Foundation regarding rental of space at the Pacific Avenue Education Center.

The Davidian and Mariamian Education Foundation has requested to continue their rental of two (2) classroom spaces for their main office and library at Pacific Avenue Education Center for 2023-2024. The terms of the agreement are outlined in the Memorandum of Understanding attached.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

Memorandum of Understanding
between
Glendale Unified School District
and
The Davidian and Mariamian Education Foundation

The Glendale Unified School District (“Owner”), will rent two classroom spaces (“Area”) to the Davidian and Mariamian Foundation (“Tenant”) at the Pacific Avenue Education Center (“Property”), located at 440 West Lomita Avenue, Glendale, CA 91204.

This Memorandum of Understanding (“MOU”) will outline the agreed terms between the Owner and the Tenant.

Rent (“Rent”) will be \$5,992.00 per year payable in twelve monthly installments of \$499.33 due on the first of each month. Owner may modify the Rent amount annually on the anniversary of this MOU. If Tenant defaults on its obligation to pay any Rent or other charges the Owner will begin proceedings to remove the Tenant from the Property as provided by law. Rent will begin July 1, 2023.

Tenant may not sublet Area or reserve the Multipurpose Room for any other organization.

The Tenant will be supplied with two keys to the Area, the parking gate, and the common restroom. Tenant has the right to use common areas next to the Area such as parking lot, restroom, and sidewalks.

The Tenant will use the Area as an office and library. The Tenant will have the ability to occasionally schedule the Multipurpose Room located on the Property for special events. These events can be scheduled at the Property through the Owner’s administrative staff. If the Tenant wishes to use the kitchen area in conjunction with the Multipurpose Room, they must obtain a permit from the Glendale Unified School District.

All custodial duties for the Area will be performed by the Tenant. Tenant is responsible for weekly disposal of any trash left outside of the Area. The Owner has the right to inspect the Area to ensure that the building is being maintained properly. Tenant may use trash dumpster on the property to dispose of trash.

The Tenant shall not modify cabinetry, walls, or windows on the exterior and/or interior of the Area without prior written consent of the Owner. Owner will allow the Tenant to display signage for their organization and will assist the Tenant to affix such signage to the building. All signage must be approved by the Owner. All costs for signage and mounting will be borne by the Tenant.

Owner will provide physical communications wiring to the Area. The Tenant is responsible for all connections and costs, one-time and ongoing, related to telecommunications and/or Internet service.

The Owner, on a regular basis, may find it necessary to work on the Area to complete warranty and other work on building structures. At those times, the Owner will inform the Tenant of the scope and time frame of such work as early as possible.

This MOU will be in effect from July 1, 2023, until terminated by the Owner or the Tenant based on the following terms. The Owner will allow Tenant to rent the Area until June 30, 2024, at which time the terms of this MOU will continue as a month-to-month agreement. If Tenant wishes to terminate the rent of the Area after June 30, 2023, it may do so for any reason by providing a 30 day notice to the Owner.

If the Owner wishes to terminate this MOU after June 30, 2023, it may do so for any reason by giving a 90 day notice to the Tenant. The Owner will strive to give the Tenant a longer notice if possible.

Tenant shall abide by all Owner rules regarding facility use. Tenant shall agree and sign the Owner's *Hold Harmless Agreement* and *Glendale Unified School District Rules and Regulations for Use of School Property for Public Purposes and as a Civic Center*.

Tenant shall obtain and keep in force a Commercial General Liability policy of insurance protecting the Tenant and Owner as an additional insured against claims for bodily injury, personal injury, and property damage based upon or arising out of the ownership, use, occupancy, or maintenance of the Area and Property. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, and a separate endorsement which names the Glendale Unified School District as additional on the Tenant's liability insurance policy.

The terms of this MOU can be changed or modified by a mutually agreed-upon amendment.

Glendale Unified School District

Davidian and Mariamian Education
Foundation

Authorized Signature

Authorized Signature

Print Name

Print Name

Date

Date

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 9

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer

SUBJECT: **Approval of Memorandum of Understanding with the Verdugo Woodlands Dad's Club**

The Interim Superintendent recommends that the Board of Education approve a Memorandum of Understanding (MOU) with Verdugo Woodlands Dad's Club for use of facilities from August 16, 2023 through June 5, 2024.

The Verdugo Woodlands Elementary School does not have sufficient facilities on campus for the instrumental music program; therefore, the District would like to enter into a Memorandum of Understanding with the Verdugo Woodlands Dad's Club for use of their facilities from August 16, 2023 through June 5, 2024. The cost of these services is \$30.00 an hour not to exceed \$9,120.00 for schooldays during the period of August 16, 2023 and June 5, 2024 paid from the Unrestricted General Fund (01.0).

It is recommended that the Board approve the attached MOU with the Verdugo Woodlands Dad's Club.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

GLENDALE UNIFIED SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

Agreement for Verdugo Woodlands Elementary School, located at 1751 N. Verdugo Road, Glendale, CA 91208.

This agreement is entered into between the Glendale Unified School District (GUSD), and Provider the Verdugo Woodlands Dad's Club, located at 1728 Canada Blvd., Glendale, CA 91208. It is recognized that the provisions of this agreement shall be construed in a manner not inconsistent with the California Education Code and other laws of the State of California.

In furtherance of the foregoing purpose, Provider and District agree as follows:

1. **Term of Agreement.** This agreement shall be in effect for the period: **August 16, 2023**, through **June 5, 2024**. This agreement gives GUSD rights to use the Dad's Club facility every Thursday, from 7:15 AM – 3:15 PM for instrumental music instruction. This agreement is subject to cancellation with **twenty (20) calendar days** written notice by either party. Renewal of agreement may occur on execution by both parties of a written amendment to the agreement providing such extension.
2. **Staffing.** GUSD shall be solely responsible for staff providing services under this agreement. GUSD certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services and that personnel providing clinic and/or counseling services are licensed or otherwise legally qualified. GUSD certifies that it shall provide adequate supervision of the staff and/or trainees. GUSD certifies that all personnel in contact with students are adequately screened, so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students. All personnel shall provide evidence of freedom from tuberculosis within six months prior to the commencement of service.
3. **Facilities.** Provider will be responsible for the cost and maintenance of facilities.
4. **Equipment.** Provider will be responsible for the cost and care of equipment pertaining to the facilities including the sound and light systems, restrooms, and kitchen. GUSD will be responsible for maintaining existing equipment such as tables and chairs and for providing additional necessary equipment including music stands, risers, etc.
5. **Conflict Resolution.** Should any problems or conflicts arise in the course of the delivery of services, it is understood that the authorized representative of the District will work with the parties to accomplish an effective resolution through mediation.
6. **Billing.** **The cost of these services shall be \$30.00 an hour not to exceed \$9,120.00 for schooldays during the period of August 16, 2023, and June 5, 2024.**
7. **Insurance.** Provider shall present District with an original Certificate(s) of Insurance evidencing insurance coverage for General Liability, and Workers' Compensation. Evidence of insurance covering vehicles will also be required if Provider's services involve use of vehicle(s) on District site(s) or providing transportation to District students. Provider's general liability and medical malpractice and vehicle coverage shall, at a minimum, provide for limits of \$1,000,000/\$3,000,000 per claim/occurrence. District shall be named as an additional insured by endorsement. Provider shall maintain the aforementioned insurance in effect at all times during the life of this Agreement. District warrants that it is self-insured against claims for general liability.

8. **Liability.** Provider shall indemnify, defend, and save the District, its Board of Trustees, officers, agents, employees, agents, and volunteers harmless with respect to any and all claims, damages, losses, causes of actions and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Provider's, its agents', or its employees' performance or failure to perform any duties contemplated by this Agreement.
9. **Independent Contractor.** Provider and any and all agents and employees of Provider shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. Provider shall pay all wages, salaries, and other amounts due to its agents and employees in connection with their performance under this Agreement and as required by law.
10. **Notices.** Any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the care of:

District: Glendale Unified School District
Attn: Dr. Kelly King
223 N. Jackson Street
Glendale, CA 91206

Provider: Verdugo Woodlands Dad's Club
1728 Canada Blvd.
Glendale, CA 91208

11. **Taxes.** Provider shall be liable and solely responsible for reporting and paying all required taxes and workers' compensation and other obligations, including, but not limited to, federal and state income taxes and social security taxes associated with its services under this Agreement. Provider agrees to indemnify, defend, and hold the District harmless from any liability, which Provider may incur to the federal or state governments as a consequence of this Agreement. All payments to the Provider shall be reported to the Internal Revenue Service.
12. **Assignment.** The District and the Provider, respectively, bind themselves, their successors, assigns, and representatives of such other party with respect to all terms of this Agreement. Neither District nor Provider shall assign or transfer any interest in this Agreement without the written consent of the other.
13. **Amendments.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.
14. **Non-waiver.** Parties agree that no failure to exercise, and no delay in exercising any right, power, or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege hereunder. Parties further agree that no single or partial exercise of any right, power, or privilege hereunder shall preclude further exercise thereof.
15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

- 16. **Execution by Facsimile or in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
- 17. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as whole, according to its fair meaning, and not strictly for or against either party.
- 18. **Governing Law.** This Agreement shall be governed by the laws in the State of California and venue shall be in the appropriate Superior Court in Los Angeles County, California.
- 19. **Attorney's Fees.** In any action to enforce this Agreement, the prevailing Party shall be entitled to costs and reasonable attorney's fees.
- 22. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and the Provider.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE FULLY EXECUTED.

1) DISTRICT Glendale Unified School District

Dr. Kelly King, Assistant Superintendent _____
(Name) *(Signature)* *(Date)*

2) SCHOOL FOR WHICH SERVICES WILL BE PROVIDED: Verdugo Woodlands E.S.

Kristina Provost _____
(Name of School Principal) *(Signature)* *(Date)*

3) PROVIDER: Verdugo Woodlands Dad's Club

(Name and Title of Authorized Signature) *(Signature)* *(Date)*

Agency Address: 1728 Canada Boulevard, Glendale, CA 91208

Agency Telephone Number: (818) 956-9005

Website: vwdadsclub.com

Agency Federal ID Number: 95-6061515

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 10

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SBUMITTED BY: Santhasundari Rajiv, Chief Financial Officer

SUBJECT: **Agreement with Sedgwick to Provide Third Party Claims Administration**

The Interim Superintendent recommends that the Board of Education approve an agreement with Sedgwick to provide third party claims administration on workers' compensation claims that were previously serviced through the SLIM JPA from July 1, 2023 through June 30, 2024.

On July 1, 2009, the District entered into an agreement with Southern California Risk Management Associates, Inc. (SCRMA), later called York Risk Management Services, to provide claims administration services for the active workers' compensation claims that occurred prior to 2005-06. These claims were previously serviced through the SLIM JPA.

York Risk Management Services was recently purchased by Sedgwick. Attached is an agreement with Sedgwick for 2023-24 school year. There is no cost to GUSD for this service. The administration fee for these claims for the period of July 1, 2023 through June 30, 2024 is \$21,609 paid by ASCIP JPA.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

**SERVICE AGREEMENT FOR ADMINISTRATION OF
A CLAIMS PROGRAM**

This Service Agreement for Administration of a Claims Program dated July ____, 2023 (the “Agreement”), is entered into by and between Sedgwick Claims Management Services, Inc. (“Sedgwick”), and Glendale Unified School District (the “Client”) (Sedgwick and Client together the “Parties”).

RECITALS

1. Client self-insures its claims administration program for workers’ compensation risks and desires to have Sedgwick provide the specific services set forth below in connection with such self-insured program (the “Program,” as defined on the attached Exhibit A).
2. Sedgwick is willing to provide such services on the terms and conditions hereinafter stated.

AGREEMENT

1. **Services to Be Performed by Sedgwick:** Sedgwick agrees to perform the following services:
 - A. With regard to Claims Administration, Sedgwick shall:
 - (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a “Qualified Claim”), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
 - (2) Conduct an investigation of each Qualified Claim to the extent deemed necessary by Sedgwick in the performance of its obligations hereunder;
 - (3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick in connection with processing any Qualified Claim;
 - (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;
 - (5) Maintain a file for each Qualified Claim which shall be the property of Client (for self-insured claims) or Insurer (for insured claims) and which shall be available for review by Client or Insurer during normal business hours upon three (3) days’ prior written notice;

- (6) Notify Client's first layer of insurance coverage for each Qualified Claim where the values may exceed Client's retention, providing such insurer with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;
 - (7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;
 - (8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;
 - (9) Use a proprietary data management system to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and
 - (10) Annually report federal, state and local 1099 information under Client's tax identification number(s), when Client has provided all required IRS authorizations, for vendor payments issued by Sedgwick on bank accounts owned by Client, but not for payment authorizations when Sedgwick does not issue the checks.
- B. Sedgwick will provide managed care services as set forth in the attached Managed Care Service Schedule.

2. Obligations of Client:

- A. Client shall provide Sedgwick in a timely manner with its first layer of insurance coverage for the policy years necessary for proper notification of applicable Qualified Claims to such first layer insurers by Sedgwick. Should Client fail to provide this information, Sedgwick shall be relieved of any such reporting obligations.
- B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown on the attached Exhibit B, plus applicable taxes, if any. Client shall reimburse Sedgwick for the reasonable and customary out-of-pocket expenses incurred by Sedgwick such as travel expenses in conjunction with the services being performed. If Client, in its sole discretion, requests Sedgwick to perform

services outside of the scope of work listed herein, then Client shall compensate Sedgwick for such services at Sedgwick's then applicable standard rates for such service.

- C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick, if applicable); durable medical equipment; rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, index bureau filings and re-filings, and photographs; cost of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; hearing representation services; and travel fees and expenses incurred at Client's request. Sedgwick may, but need not, elect to utilize its own staff or affiliated entities to perform these services. Associated fees and costs will be charged as allocated loss adjustment expenses.
- D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account"). Client shall be responsible for providing sufficient funds to enable Sedgwick to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by electronic funds transfer at the inception of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:
- (1) There is a substantial increase or decrease in claims payment activity;
 - (2) Client fails to fund the Claim Account within the agreed upon time period;
 - (3) There is a change in funding cycle;
 - (4) The escrow is recalculated at Client's request; or
 - (5) The escrow amount is automatically recalculated on an annual basis.
- E. It is expressly understood that Sedgwick shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, or if funds previously provided by or on behalf of Client are seized, frozen or otherwise unavailable to Sedgwick to allow required payments to be made timely on account of the

bankruptcy, receivership, or other insolvency proceeding of Client [or Insurer, in cases where Insurer funds claim account], Sedgwick will have no obligation to perform any claims payments services during any period of underfunding.

- F. Sedgwick shall have full discretion to make an individual payment of an allocated loss adjustment expense in an amount up to \$25,000 on any Qualified Claim and shall not need the approval of Client to make such payments. This amount may be changed at any time by Client upon ten (10) days' prior written notice to Sedgwick. It is agreed that Sedgwick shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.
- G. Sedgwick shall have full discretion to redeem, compromise or settle any Qualified Claim for an amount not to exceed \$25,000 and shall not need the approval of Client to consummate such redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days' prior written notice to Sedgwick. Failure of Sedgwick to settle a Qualified Claim within such limit, however, shall not subject Sedgwick to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.
- H. Should Client fail to make timely payments of any service fees due Sedgwick or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services or terminate this Agreement. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick may be eligible, and may collect such fees from any loss fund that may be in Sedgwick's care, custody and control.
- I. Upon receipt of any form of notice advising of facts which are or may be a Qualified Claim, Client shall promptly assign the Qualified Claim to Sedgwick for management. Client shall promptly provide Sedgwick with such information as Sedgwick may require, including, but not limited to, any copy of documents describing its Program, including but not limited to documents submitted to any legal, administrative or regulatory authority for approval of the Program, as well as incident reports and related information in Client's possession and otherwise cooperate with Sedgwick in carrying out Sedgwick's tasks hereunder.

3. **Discontinuance of Operations:**

Should Client discontinue its business for any reason, all fees due Sedgwick shall be paid immediately. Sedgwick shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick' option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.

4. Covered Jurisdictions:

This Agreement shall cover all operations of Client in the state of California.

5. Term of Agreement and Termination:

- A. The term of this Agreement shall be for the period commencing on July 1, 2023 and ending on June 30, 2024.
- B. This Agreement may be terminated by either party at any time, provided that at least sixty (60) days' prior written notice of the effective date of termination is given to the other party.
- C. Sedgwick is providing services to Client on a life of contract basis. If requested by Client, Sedgwick will continue to process Client's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss adjustment expenses and pay information technology fees, fees for encrypted data files, program management fees, and any other applicable fees. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.
- D. If Sedgwick is required by Insurer to adjust Client's insured Qualified Claims after expiration or termination of this Agreement, Client shall continue to fund claims payments and allocated loss adjustment expenses as otherwise provided herein, and Client shall pay Sedgwick a mutually agreed upon fee, plus the prevailing fee for any information technology or encrypted data files required by Insurer.
- E. If Insurer fails to pay Sedgwick service fees which it is obligated to pay, then Sedgwick may present all unpaid invoices to Client and Client shall pay such service fees within thirty (30) days of presentment. If Insurer is responsible for funding the Claim Account and fails to adequately do so, then Client shall immediately and adequately fund the Claim Account upon notice from Sedgwick of the deficiency.
- F. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at Client's sole cost, the hard copy and imaged files that Sedgwick has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick), except those Sedgwick has agreed in writing to continue to process or files that are owned by Insurer; provided, however, that Sedgwick or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts there from. Imaged files shall be transferred to Client in the same electronic format.

Client shall pay Sedgwick a one-time payment for transition of Qualified Claims as consideration for Sedgwick's associated costs, which costs may include, but are not limited to, carrier coordination, coordination with the new third party administrator, if any, necessary mailings and notifications, catalog and transfer of hard inventory, digital recording retrieval & transfer, advanced TTD payments, multiple loss runs, payment history for advanced TTD, claim hot list, banking reconciliation, validation of billings paid in field prior to transfer, field examiners validation and release of pending payments, client services & parameters group time (B2B interface shutoff, intake shutoff, CSI shutdown), as well as technology items such as preliminary and final data extract, image extract, bill review extract, MMSEA extract and hierarchy structure extract. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick's option and Client shall have no recourse against Sedgwick for failure to retain them.

- G. Should Client terminate the Agreement for convenience within the first twelve months of the Agreement, the Client shall pay Sedgwick fees equal to three months of the service fees. Should Client terminate for convenience within the second twelve months of the Agreement, the Client shall pay Sedgwick fees equal to two months of the service fees. Termination fees are payable within thirty (30) days of the date of notice of such termination.

6. Professional Advice:

Nothing in this Agreement is intended to require Sedgwick to engage in the practice of law, and services provided shall not be considered legal, tax or accounting advice, and Sedgwick shall in no event give, or be required to give, any legal opinion or provide any legal, tax or accounting representation to Client. Client acknowledges that Sedgwick has been engaged to provide certain professional services and that it is not the intent of the Parties that Sedgwick assume any insurance risk. Sedgwick shall not act as an insurer for Client, and this Agreement shall not be construed as an insurance policy; it being understood that Sedgwick is in no event financially responsible for payment or satisfaction of Client's claims, lawsuits, or any form of cause of action against Client from Sedgwick funds.

7. Indemnification:

- A. Sedgwick shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. Sedgwick agrees to indemnify, hold harmless and defend Client, its directors, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to written instructions, procedures or required forms supplied by Client or to Client's active internal management or adjustment of its claims. Each party reserves the right to select its own counsel regarding any matter defended hereunder.
- B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client, directly or through a subcontractor or vendor of

Client's choosing ("Client Subcontractor"), retains administration of a claim or performs any services for a claim Sedgwick administers, or if Client otherwise directs the administration of a claim, Client will indemnify, defend, and hold Sedgwick, its officers, directors, employees and agents harmless from the losses, damages, costs, judgments and expenses (including attorney's fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising against Sedgwick if such losses, damages, costs, judgments and expenses (including attorney's fees and costs) arise from the negligence or willful misconduct of Client or the Client Subcontractor.

- C. If Client's access to claim data includes the ability to add and modify data, Sedgwick shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client. Client shall indemnify, defend and hold Sedgwick, its officers, directors, employees and agents harmless for any loss, cost (including attorney's fees), claim or judgment which is attributable to Client's input or modification of data.
- D. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Insurance: Sedgwick shall maintain the following insurance for the duration of this Agreement:

Commercial General Liability Insurance:

Coverage must be equivalent in scope or at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent contractor's liability with limits no less than \$5,000,000 per occurrence (including primary and excess). If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this Agreement (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. General liability coverage can be provided in the form of an endorsement to the Sedgwick's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Errors and Omissions Insurance:

Professional Errors and Omissions Insurance appropriate to Sedgwick's scope of services, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Sedgwick in this Agreement

Verification of Coverage. Sedgwick shall furnish Client with certificates and amendatory endorsements effecting coverage required by this Agreement. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. Failure to maintain insurance and furnish the required Certificates may be considered a breach of this

Agreement by the Sedgwick and Client may terminate the Agreement without waiver of any remedy it may have.

9. Network Security/Confidentiality:

- A. If Client's access to the data management system requires a network connection (the "Network Connection") between Client's network and Sedgwick's network, Sedgwick and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The Parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized access.
- B. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:
 - (1) any business or technical information pertaining to the Parties or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
 - (2) Medical records, reports and information, as well as any other non- medical records, reports or information pertaining to claimants under the Program.
- C. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for auditing, compliance, internal assessments, process improvement and related analytics, benchmarking purposes or forward to a data collection facility data for Qualified Claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.
- D. The provisions of this section shall survive the expiration or termination of the Agreement.

10. Notices:

Any notice required to be given under this Agreement shall be sent by certified or registered

mail, postage prepaid, to General Counsel - Americas, Sedgwick Claims Management Services, Inc., 8125 Sedgwick Way, Memphis, TN 38125, in the case of Sedgwick, and to John Gonzales, Assistant Director, Glendale Unified School District, 223 N. Jackson Street, Glendale, CA, 91206, in the case of Client.

11. Assignment:

The Client may not assign its rights or obligations under this Agreement. Sedgwick may assign or subcontract part of the services required hereunder and may at its discretion delegate to a subsidiary or affiliate such of its duties as it deems appropriate, provided that such subcontracting or delegation shall not relieve Sedgwick of any of its obligations hereunder.

12. Entire Agreement and Modification or Amendment:

This Agreement and its attached exhibits and schedules represents the full and final understanding of the Parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both Parties.

13. Applicable Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of California without regard to conflicts of law principles. If any dispute or claim arises hereunder that the Parties are not able to resolve amicably, the Parties agree and stipulate that such litigation shall be resolved in the State of California, and the Parties irrevocably submit to the exclusive venue and jurisdiction of such court for the purpose of any such action or proceeding. In the event of a dispute between the Parties resulting in litigation, the prevailing party may, in addition to any other relief obtained, recover its court costs and reasonable attorney's fees.

14. Force Majeure:

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "Force Majeure Event"). Without limiting the generality of the foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, pandemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, or by reason of the bankruptcy, receivership or other insolvency proceeding of any bank or other financial institution where funds to pay losses and allocated loss adjustment expenses are held, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both Parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a Force Majeure Event occurs, the party delayed or unable to perform shall give

immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to make timely payment of any fees due Sedgwick, and that Sedgwick shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client's failure to timely pay such fees.

15. Headings:

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

16. Relationship of Parties: Expenses:

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the Parties; the only relationship among the Parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may incur in connection with the execution, delivery and performance of this Agreement.

17. Waiver of Breach:

Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

18. Subcontractor Disclosure:

Through contractual arrangements with subcontractors, Sedgwick provides a full range of medical management and investigative services to its clients, as well as structured settlements, claim indexing services, imaging, auto-bill adjudication, and extra-territorial claims administration services. Medical management services include, but are not limited to, bill review, network access, pharmacy benefits management, peer review, field case management, electro-medical devices, bone growth stimulators, orthotics, prosthetics, translation and interpretation, transportation, medical supplies, IV and respiratory therapy, home health, and durable medical equipment. Client recognizes and agrees that delivery of some of these services is being provided pursuant to separate agreements between subcontractors and Sedgwick. Invoices for these services will be paid as allocated loss adjustment expenses on individual claims, unless otherwise agreed between Client and Sedgwick. Notwithstanding the foregoing, Client agrees and understands that Client is obligated to make payment to the subcontractors either directly or by remitting such payment to Sedgwick, for any money due for subcontracted services which have been provided under this Agreement. Client acknowledges that Sedgwick receives a portion of charges for subcontracted services as reimbursement for cost of program management, administration, and technological and service enhancements. In no event will charges to Client exceed the amount indicated in the Agreement.

19. Equitable Adjustment:

This Agreement contemplates that the standards applicable to this Agreement are those in effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case law or otherwise. In the event of a change in a service standard, Sedgwick shall be entitled to an equitable adjustment in its compensation if such change increases Sedgwick's cost of providing the services under this Agreement or reduces its profitability.

19. Non-Solicitation:

Client acknowledges and agrees that Sedgwick personnel who perform the services are a valuable asset to Sedgwick and difficult to replace. Accordingly, Client agrees that, during the term of the Agreement, and for twelve months thereafter, it will not solicit, contract or hire Sedgwick personnel or encourage them to seek employment or any other contractual arrangements with Client. The Parties further agree that in the event Client breaches the provision of this Section, Client shall pay Sedgwick liquidated damages in the amount of two times the annual compensation to be paid to such person for each such breach, which is the Parties' good faith estimate of the amount of damages to Sedgwick from such breach. This Section shall survive the termination of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

Glendale Unified School District

Sedgwick Claims Management Services, Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

SERVICE PROGRAM OVERVIEW

I. Introduction

Sedgwick is administering the self-insured workers' compensation claims for Client as follows:

State(s) Serviced: California

Sedgwick Servicing Office: Long Beach, CA

II. Account Coordination

On behalf of Client, this service program will be coordinated by:

Sylvia Pouncy
Glendale Unified School District
223 N Jackson Street
Glendale, CA 91206
Telephone # 818-241-311

On behalf of Sedgwick, this service program will be coordinated by:

DeAnn Wagner
Sedgwick Claims Management Services, Inc.
8855 Haven Avenue, Rancho Cucamonga, CA 91730
Telephone # 909-942-5445

Each party reserves the right to change its designated representative during the term of the Agreement.

EXHIBIT B

SERVICE FEES

Client shall pay the following fees on a life of contract basis for services provided during the term of this Agreement:

1. Per Claim Fees

A. Client shall pay the following fees for claims received by Sedgwick during the period beginning July 1, 2023 and ending June 30, 2024:

TERM	ANNUAL FEE FOR CLAIMS ADMINISTRATION
July 1, 2023 – June 30, 2024	Designated Adjuster, \$21,609 – Paid by ASCIP (This fee is included in the ASCIP Master Agreement and should not be charged to Glendale USD)

B. For purposes of this Agreement, an “Indemnity Claim” shall mean any workers’ compensation Qualified Claim:

- For which a payment is made or reserve is posted under the indemnity portion (i.e. not medical and not expense) of the Qualified Claim or there is time lost from work;
- For which an application for adjudication of a claim or hearing notice is received or otherwise involves litigation or communication from or to a petitioner’s attorney;
- Where incurred medical costs exceed \$3,000;
- That is denied but otherwise would have been classified as Indemnity Claims;
- For which Client requests to be investigated or classified as an Indemnity Claim;
- That Sedgwick determines additional investigation is necessary to determine compensability, to comply with applicable laws, or both;
- For which subrogation is investigated or pursued; or
- That is open longer than twelve months.

C. For purposes of this Agreement, a “Medical Only Claim” shall mean any workers’ compensation Qualified Claim which is not an Indemnity Claim or an Incident Only.

D. For purposes of this Agreement, an “Incident Only” shall mean claims reported by Client that require no payment or activity other than generating a record in the data management system. These claims carry no reserves and no contacts are made by Sedgwick. If contacts are required on incident only cases, additional fees will apply.

- E. Client acknowledges that if an Incident Only Claim is converted to another claim type, then Client shall pay the difference in the per claim fee between the per claim fee already paid and the applicable per claim fee after the claim's conversion.
- F. Client acknowledges that any liability claimant which files both a property damage claim and a bodily injury claim, or any combination thereof, will incur the above stated fee for administration of each claim filed by that claimant. Further, any event which creates liability claims filed by multiple claimants or multiple claims filed by the same claimant will incur the above stated fee for administration of each claim filed by each individual claimant.
- G. Client acknowledges that the per claim fees set forth in this section 1 are based on the assumption that Client will forward to Sedgwick all claims arising under the Program within the applicable time period in a covered jurisdiction. In the event that Client does not forward to Sedgwick all such claims, Sedgwick may in its discretion adjust the per claim fees accordingly.

2. Invoicing

All implementation and data conversion fees are billed upon notification of award.

Sedgwick shall submit its invoice for all other fees on a monthly basis, via email, in advance, based on an annual fee estimate. Shortly after the expiration of the contract year, or upon termination, Sedgwick shall compare the installment amounts paid by Client to the actual fee due. Client shall pay any additional fee due, or Sedgwick shall credit Client for any overpayment, as the case may be.

3. Care Management Fee Schedule

All claim administration fees and services contemplate the deployment of Sedgwick's managed care services for all bill review and case management services. Managed care fees are detailed below. Fees may change from time to time upon 60 days' written notice.

Bill Review:

\$7.00 per bill / \$3.50 per bill for adjuster denied bills – No fee for adjudication of duplicate bills
18%-23% PPO Network is a spread and not a set percentage
20% Negotiation, Third Party Specialty Bill Review

Utilization Review:

\$89 per review by Nurse
\$165 per Physician Review

Medical Provider Network

\$0 per month (MPN Flat Rate is not applied here as ASCIP pays the charge under their Master Agreement)

Case Management:

\$93.00 hourly for Nurse Case Management

4. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick for all costs associated with such collection action, including a reasonable attorney fee and court cost.

All fees are contingent upon claim management from Sedgwick's systems.

MANAGED CARE SERVICE SCHEDULE

Client has chosen the following managed care services, as defined herein:

- (1) Provider Fee Management - The bill review process reviews bills against up-to-date and accurate mandated state fee schedules or the usual and customary (“UCR”) data base, whichever is appropriate, to reveal excessive, duplicate, or inappropriate charges.
- (2) Preferred Provider Organization (“PPO”) Networks - Sedgwick will arrange for access and channeling to national and regional PPO networks including specialty networks (Diagnostics, Physical Therapy, etc.) under the managed care program in conjunction with the Provider Fee Management service.
- (3) Hospital Bill Review - Hospital or outpatient non-PPO bills will be reviewed by a nurse for possible errors or excessive charges relative to the patient’s medical diagnosis at Sedgwick’s or Client’s request.
- (4) Out of Network Bill Review – Bills from out of network health care providers will be reviewed, and if appropriate a negotiation with the billing provider will be pursued. Additionally, inpatient and outpatient procedures that are not addressed by an individual state’s fee schedule or UCR will be repriced to a geographically driven and cost to charge repricing database to determine appropriate reimbursement.
- (5) Specialty Usual and Customary Review – Sedgwick’ vendors will apply geographic charges (fee for same procedure charged by other providers in same area) and cost to charge ratios (actual cost to provider for procedure or hospital stay v. amount charged) to determine reimbursement of medical services billed that are not addressed within the jurisdictional fee schedule or usual and customary reimbursement.
- (6) Field Case Management - Sedgwick will assign appropriate cases for field medical and vocational management services.
- (7) Utilization Review, which includes the following components:
 - (a) Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate or negotiate the necessity, setting, frequency, intensity and duration of care delivery.
 - (b) Concurrent Review - during the course of treatment, a review of treatment and planned procedures and establishment of target completion dates.
 - (c) Retrospective Utilization Review- a review post treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.
 - (d) Peer Review - physician-to-physician contact to resolve treatment and

diagnosis questions.

- (8) Prescription Services – Pharmacy program made available to Client’s employees whereby a network of pharmacies, local to Employer sites/employee residences will provide prescription medications related to the work related injury with no out of pocket expenses to the employee.
- (9) Pharmacy review services include a review of all current medications prescribed to the claimant as well as a review of over the counter medication being taken by the claimant. The purpose of the review is to evaluate whether the medications prescribed to and/or taken by the claimant are appropriate for treatment of the injury or ailment which is the subject of the underlying claim being administered by Sedgwick.
- (10) Telephonic Case Management services are available upon request and for an additional fee.
- (11) Complex file review (nurse review) - Hospital or outpatient non-PPO bills that meet specific, pre-established criteria may be reviewed by a nurse for possible errors or excessive charges relative to the patient’s medical diagnosis.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 11

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBMITTED BY: Santhasundari Rajiv, Chief Financial Officer
SUBJECT: **Authorization to Dispose of Surplus Property**

The Interim Superintendent recommends that the Board of Education declare various furniture items at Jefferson Elementary School as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 12

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBJECT: **Acceptance of Gifts**

The Superintendent recommends that the following gifts to the District be accepted and that letters of appreciation be written to the donors:

- a. Kiwanis Club of La Canada wishes to donate to the District \$1,000.00 to provide a 2023 scholarship for a senior at Clark Magnet High School.
- b. Glendale Council PTA wishes to donate to the District \$500.00 to purchase science materials for students at Daily High School.
- c. Dunsmore Elementary School Foundation wishes to donate to the District \$10,000.00 to pay for primary physical education classes at Dunsmore Elementary School.
- d. Dunsmore Elementary School Foundation wishes to donate to the District \$2,500.00 to pay for Taiko Drum lessons at Dunsmore Elementary School.
- e. Parents and Community For Fremont School wishes to donate to the District \$189.50 to reimburse teacher classroom supplies at Fremont Elementary School.
- f. Parents and Community For Fremont School wishes to donate to the District \$19,490.00 to pay for Aimee Young Hopkins art and music production at Fremont Elementary School.
- g. Parents and Community For Fremont School wishes to donate to the District \$2,031.97 to pay for field trip transportation for use at Fremont Elementary School.
- h. Parents and Community For Fremont School wishes to donate to the District \$29,991.78 to pay for Armory Center for the Arts classes for use at Fremont Elementary School.
- i. Parents and Community For Fremont School wishes to donate to the District \$12,000.00 to pay for Surface Fitness physical education classes for use at Fremont Elementary School.

- j. Assistance League of Glendale wishes to donate to the District \$2,000.00 to pay for library books at Glenoaks Elementary School.
- k. Valley View EDU Foundation wishes to donate to the District \$441.48 to pay for field trip transportation reimbursement at Valley View Elementary School.
- l. Valley View EDU Foundation wishes to donate to the District \$625.08 to pay for field trip transportation reimbursement at Valley View Elementary School.
- m. R.D. White Elementary PTA wishes to donate to the District \$8,178.61 to purchase four outdoor tables for student use at R.D. White Elementary School.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 13

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Chris Coulter, Executive Director, Secondary Instruction

PREPARED BY: Dr. Christin Molano, Coordinator III, College & Career Division

SUBJECT: **Approval of New Course of Study Outlines for Use in Middle Schools in the Area of Career Technical Education**

The Interim Superintendent recommends that the Board of Education approve new course of study outlines (Introduction to Robotics, Web Design 1 and Web Design 2) for use in middle schools in the area of Career Technical Education.

The course of study outlines are submitted for approval by the Board of Education. The course outlines have been reviewed for content and evaluated by the members of the Career Technical Education Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the course outlines to the Board of Education.

MIDDLE SCHOOLS

Department: Career Technical Education/Industrial Tech

Course Title: Introduction to Robotics

Grade Level(s): 7-8

School(s)
Course Offered: Roosevelt Middle School

UC/CSU Approved:
(Y/N, Subject): N/A

Course Credits: 5
Recommended

Prerequisite: None

Recommended
Textbook: None

Course Overview: Students will learn the engineering design process while they develop solutions to project-based inquiry learning challenges. Students apply STEM concepts as they research, plan, design, build, and test robots. The learning is virtual and hands-on as they develop coding skills and various engineering concepts.

Department: Career Technical Education

Course Title: Web Design 1

Grade Level(s): 7-8

CTE Industry
Sector: Information and Communication Technologies

Pathway: Software and Systems Development

School(s) Course
Offered: Roosevelt STEAM Academy

UC/CSU Approved
(Y/N, Subject): N/A

Course Credits: 5

Course Hours: One Semester for Middle School, 80-90 hours

Recommended
Prerequisite: None

Recommended
Textbook: CodeHS Online Program (codehs.com)

Course Overview: Web Design course is a project-based course that teaches students how to build their own web pages. The course is designed for

complete beginners with no previous background in computer science. The course is highly visual, dynamic, and interactive, making it engaging for new students. In the broader course pathway, the Web Design course is a great starting place for a career.

Department: **Career Technical Education**

Course Title: Web Design 2

Grade Level(s): 7-8

CTE Industry Sector: Information and Communication Technologies

Pathway: Software and Systems Development

School(s) Course Offered: Roosevelt STEAM Academy

UC/CSU Approved (Y/N, Subject): N/A

Course Credits: 5 per semester (a whole year course)

Recommended Prerequisite: None

Recommended Textbook: CodeHS Online Program (codehs.com)

Course Overview: Web Design course is a project-based course that teaches students how to build their own web pages. The course is designed for complete beginners with no previous background in computer science. The course is highly visual, dynamic, and interactive, making it engaging for new students. In the broader course pathway, the Web Design course is a great starting place for a career.

Glendale Unified School District
Consent Calendar No. 13
July 11, 2023
Page 4

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

Glendale Unified School District

Middle School

Date

(Meeting date will be typed in after Board Approval)

Department: Career Technical Education/Industrial Tech

Course Title: Introduction to Robotics

Course Code: *(Educational Services will assign course number after Board Approval)*

Grade Level(s): 7-8

School(s)

Course Offered: Roosevelt Middle School

UC/CSU Approved:

(Y/N, Subject): N/A

Course Credits: 5

Recommended

Prerequisite: None

Recommended

Textbook: None

Course Overview: Students will learn the engineering design process while they develop solutions to project-based inquiry learning challenges. Students apply STEM concepts as they research, plan, design, build, and test robots. The learning is virtual and hands-on as they develop coding skills and various engineering concepts.

Unit 1: Introduction and Fundamentals

(1 week)

Standards: 1A-AP-10, C9.0 Develop software for a variety of devices, including robotics.

CTE Standards: 6-8.CS.1, 6-8.CS.2, 6-8.AP.10, 6-8.AP.15, 6-8.AP.18, 6-8.AP.19, 6-8.IC.20, 6 8.IC.24

- A. This unit shows the value of VEXcode VR (our virtual robot), and EV3/SPIKE Lego Education and how to use the applications. This Unit also outlines the structure for the

course, giving you a preview of what is to be expected, and providing you with the tools to be successful. Students will be given virtual challenges for their virtual robot and specific missions for their EV3/Spike robots.

- B. In this unit, students will complete an example project assignment. Students will learn to use the online curriculum and submit their work into a digital platform.

Unit 2: Moving Your Robot

(1.5 weeks)

Standards: 1A-AP-10, 1A-AP-11, 1B-AP-12, C9.0

CTE Standards: Develop software for a variety of devices, including robotics, 6-8.CS.2, 6-8.CS.3, 6-8.AP.10, 6-8.AP.12, 6-8.AP.13, 6-8.AP.15, 6-8.AP.19

- A. In this unit, students will solve the Castle Crasher challenge to learn how to control basic movements of their virtual robot and apply it to their EV3/Spike robots. Students will learn how to sequence commands correctly using code blocks and/or Python.
- B. In Lesson 4, students write code to solve the Castle Crasher Challenge. In this challenge, students will need to sequence behaviors correctly in order to solve the challenge.

Unit 3: Repeating Behaviors

(2 weeks)

Standards: 1A-DA-05, 1A-AP-10, 1B-AP-10, 1B-AP-12, 2-AP-17, C9.0 Develop software for a variety of devices, including robotics.

CTE Standards: 6-8.AP.10, 6-8.AP.12, 6-8.AP.13, 6-8.AP.14, 6-8.AP.15, 6-8.AP.19

- A. Students will use their artistic skills to solve the Draw a House Challenge using the Pen tool in VEXcode VR. Students will learn to use loops to repeat a set of behaviors multiple times, such as drawing the sides of a square. In addition, students will demonstrate their understanding by using loops to control their EV3/Spike robot to accomplish a similar mission.
- B. In Lesson 2, students solve a mini challenge on the Art Canvas Playground, by finding errors in a given project and modifying it to work successfully.

Unit 4: Navigating a Maze

(2 weeks)

Standards: 1B-AP-10, 1B-AP-11, 1B-AP-12, 1B-AP-15, 2-CS-02, C9.0 Develop software for a variety of devices, including robotics.

CTE Standards: 6-8.AP.10, 6-8.DA.7, 6-8.DA.8, 6-8.AP.12, 6-8.AP.13, 6-8.AP.14, 6-8.AP.15, 6-8.AP.19

- A. This unit will enable students to use sensor input to navigate the VR Robot and the EV3/Spike robot regardless of its surroundings. This is an important step in being able to develop effective algorithms. Students will learn to use the bumper sensor in their VR robot as well as their EV3/Spike robot using conditionals in their code.

- B. Throughout this Unit, students build a project to navigate the Wall Maze using sensor data from the Bumper Sensor and [Wait until] blocks, with Drivetrain commands. By the end of the Unit, students have created multiple projects that include sequence, loops, and conditionals in order to successfully navigate to different places in the Wall Maze.

Unit 5: Detecting Walls from a Distance

(2.5 weeks)

Standards: 1B-AP-10, 1B-AP-11, 1B-AP-12, 1B-AP-15, 2-CS-02, C9.0 Develop software for a variety of devices, including robotics.

CTE Standards: 6-8.AP.10, 6-8.AP.12, 6-8.AP.13, 6-8.AP.14, 6-8.AP.15, 6-8.AP.19

- A. Students will navigate the VR Robot from start to finish through a wall maze using a distance sensor without touching the walls of the maze. The combination of comparison blocks and the distance sensor will be useful to solve this mission. The ultrasonic sensor in the EV3/Spike robots will also be required to navigate all around the competition field.
- B. Throughout this Unit, students build a project to navigate the Wall Maze using sensor data from the Distance Sensor and [Wait until] blocks, with Drivetrain commands. By the end of the Unit, students have created multiple projects that include sequence, loops, and conditionals in order to successfully navigate to different places in the Wall Maze.

Unit 6: Knowing Your Location

(2 weeks)

Standards: 1B-AP-10, 1B-AP-11, 1B-AP-12, 1B-AP-15, 2-CS-02, 1B-AP-17, C9.0 Develop software for a variety of devices, including robotics.

CTE Standards: 6-8.DA.8, 6-8.AP.10, 6-8.AP.12, 6-8.AP.13, 6-8.AP.14, 6-8.AP.15, 6-8.AP.19

- A. In this unit, students will complete the Drive to Three numbers challenge using the location sensor in the VR Robot on the number grid map playground. Students will use their understanding of the coordinate plane to program the robot to drive to specific locations on the number grid map.
- B. In Lesson 4, students apply commands from the Drivetrain, Sensing, and Control categories in the correct sequence in order to have a VR Robot successfully navigate to three numbers on the Number Grid Map using the Location Sensor and their knowledge of (X, Y) Coordinates. To solve the challenge students will need to break down the task into smaller behaviors in order to successfully build a project to solve the maze.

Unit 7: Decisions with colors

(2.5 weeks)

Standards: 2-AP-10, 1B-AP-10, 1B-AP-11, 1B-AP-12, 1B-AP-15, 2-CS-02, 1B-AP-17, C9.0 Develop software for a variety of devices, including robotics.

CTE Standards: 6-8.AP.10, 6-8.AP.12, 6-8.AP.13, 6-8.AP.14, 6-8.AP.15, 6-8.AP.19

- A. Students will be introduced to the importance of conditional statements such as if/then along with conditional loops to program the VR robot. They will use the eye sensor to detect disks of various colors to complete the Disk Maze challenge. In addition, students will use the light sensor on the EV3/Spike robots to make decisions with lines on the competition field.
- B. Throughout the Unit, students use comments in their project to describe the intention for the VR Robot's behavior, describing the steps of the complex problem of navigating the Disk Color Maze using the Front Eye Sensor using algorithmic thinking.

Unit 8: Moving Disks with Loops

(2.5 weeks)

- A. In this unit, students will learn about the importance of sensor feedback and nesting loops. Students will use the electromagnet on the VR robot to pick up and drop disks to solve the Disk Mover challenge. Students will need to use their knowledge on sensors and loops learned in previous units to solve the Disk Mover challenge.
- B. Throughout the Unit, students use comments in their project to describe the intention for the VR Robot's behavior, describing the steps of the complex problem of moving disks with the Electromagnet and various sensor feedback using algorithmic thinking. 2-AP-10, 1B-AP-10, 1B-AP-11, 1B-AP-12, 1B-AP-15, 2-CS-02, 1B-AP-17, 2-AP-12, C9.0 Develop software for a variety of devices, including robotics. 6-8.AP.10, 6-8.AP.12, 6-8.AP.13, 6-8.AP.14, 6-8.AP.15, 6-8.AP.19

Unit 9: Developing Algorithms

(2 weeks)

Standards: 2-AP-12, 2-AP-10, 1B-AP-10, 1B-AP-11, 1B-AP-12, 1B-AP-15, 2-CS-02, 1B-AP-17, 2-AP-17, C9.0 Develop software for a variety of devices, including robotics.

CTE Standards: 6-8.DA.9, 6-8.AP.10, 6-8.AP.12, 6-8.AP.13, 6-8.AP.14, 6-8.AP.15, 6-8.AP.19

- A. This unit introduces students to algorithms. Students will need to solve the Dynamic Castle Crasher challenge. The layout changes every time the playground is reset. In this case, students will need to develop an algorithm that uses sensor feedback instead of a sequence of simple commands.
- B. Throughout this Unit students learn about using nested loops to build an algorithm to successfully crash castles on a dynamic playground. They will repeatedly design and iterate on their projects to use multiple sensors to detect castles and the border of the Playground in order to solve the Dynamic Castle Crasher challenges.

Additional Recommended Materials –

Lego Education Spike Prime Set: <https://education.lego.com/en-us/products/lego-education-spike-prime-set/45678>

VEXcode VR Curriculum: <https://education.vex.com/stemlabs/cs/cs-level-1-vexcode-vr-blocks>

VEXcode VR online access: <https://www.vexrobotics.com/vexcode/vr>

First Lego League Competition Kit:

<https://www.firstinspires.org/robotics/fll/challenge/pricing-and-payment>

Glendale Unified School District

Middle School

Date

(Meeting date will be typed in after Board Approval)

Department: Career Technical Education

Course Title: Web Design 1

Course Code: *(Educational Services will assign course number after Board Approval)*

Grade Level(s): 7-8

CTE Industry Sector: Information and Communication Technologies

Pathway: Software and Systems Development

School(s) Course Offered: Roosevelt STEAM Academy

UC/CSU Approved (Y/N, Subject): N/A

Course Credits: 5

Course Hours: One Semester for Middle School, 80-90 hours

Recommended Prerequisite: None

Recommended Textbook: CodeHS Online Program (codehs.com)

Course Overview: Web Design course is a project-based course that teaches students how to build their own web pages. The course is designed for complete beginners with no previous background in computer science. The course is highly visual, dynamic, and interactive, making it engaging for new students. In

the broader course pathway, the Web Design course is a great starting place for a career.

Course Goals: By the end of this course, students will be able to:

1. Explain how web pages are developed and viewed on the Internet
2. Analyze and fix errors in existing websites,
3. Create their very own homepages/single page websites.

Student Objectives: This course provides a comprehensive introduction to web design and an in-depth exposure to HTML and CSS to create live homepages to serve as portfolios of students' creations.

Instructional Strategies: The course utilizes a blended classroom approach. The content is fully web-based, with students writing HTML and CSS in the browser. Teachers utilize tools and resources provided by the platform to leverage time in the classroom and give focused 1-on-1 attention to students. Each unit of the course is broken down into lessons. Lessons consist of video tutorials, short quizzes, example web pages to explore, and web design exercises in which students develop and publish their own web sites.

Instructional Materials: Students write HTML and CSS code in the browser using the CodeHS online editor. Classes can choose to write code using either blocks or text. Due to the fact that different browsers treat HTML and CSS differently, student computers must be an up-to-date version of the Chrome browser

Assessments: Each lesson includes at least one formative short multiple-choice quiz. At the end of each unit, students take a summative multiple-choice unit quiz that assesses their knowledge of the concepts covered in the unit.

Unit 1: Getting Started - What is the Web?

(2 weeks/10 hours)

Standards

Anchor Standards: 2.8, 4.3, 5.1, 5.3, 5.4, 5.6,

Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6

Academic Standards: Language Standards 11-12.1, 11-12.2,

Reading Standards: 11-12.3, 11-12.7

Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

A. Objectives / Topics Covered

- Course introduction
- Goal setting
- The Internet

- URLs
 - How a web page gets to your computer
- B. Assignments / Labs
- Example exercises:
 - Free Response: "When you think of the Internet, what comes to mind?"
 - "What would you like to learn in this course?"
 - Brainstorm something you would like to create "Wouldn't it be great if..."
 - Why is the Internet often called "The Web"?
 - Explain the steps it takes for a web page to get to your computer
 - Class Activity: The Internet Then and Now
Students investigate the capabilities of the Internet 20 years ago, 10 years ago, today, and looking forward to the future

Unit 2: HTML - Structuring Websites

(8 weeks/40 hours)

Standards

Anchor Standards: 6.0, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9,

Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6,

Academic Standards: Language Standards 11-12.1, 11-12.2

Reading Standards 11-12.3, 11-12.7,

Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

A. Objectives / Topics Covered

How do we build web pages?

- Markup Languages
- HTML, HTML tags, HTML attributes, HTML elements
- The Anatomy of an HTML page
- Formatting text
- Hyperlinks
- Images
- Copyright fair use
- Lists
- Nesting tags
- Tables
- Styling with HTML
- HTML Colors

A. Assignments / Labs

- Students create several web pages to practice each of the concepts above
- Example exercises:
- Modify existing web pages using formatting tags to make text more readable
- Use links to create a web page linking to your 5 favorite websites
- Use links and images to create a personal library webpage showing your favorite

books

- Use lists and images to create a flashy list article
- Use tables to create a personal calendar web page
- Use styling attributes to add style to your web pages

Unit 3: CSS - Styling Websites

(4 weeks/20 hours)

Standards

Anchor Standards: 2.8, 4.0, 4.1, 4.2, 4.3, 5.1, 5.3, 5.4, 5.6, 10.1, 10.2, 10.4, 10.5

Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6, Academic Standards: Language

Standards 11-12.1, 11-12.2, Reading Standards 11-12.3, 11-12.7, Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

A. Objectives / Topics Covered

How do we style web pages?

- CSS vs HTML
- CSS Selectors
- Selecting by tag
- Selecting by class
- Selecting by id
- The Cascade (order of selector precedence)

B. Assignments / Labs

Students create several web pages to practice each of the concepts above. Example exercises:

- Use CSS selectors to style your previous web pages
- Use CSS selectors to style new web pages
- Create a music library web page and use CSS to style each song in your table
- Use CSS styling to make several images fit together properly
- Explain the benefits CSS provides over styling with only HTML
- Identify CSS selectors and rules used on example web Pages

Unit 4: Project - Create Your Homepage

(2 weeks/10 hours)

Standards

Anchor Standards: 4.0, 4.1, 4.2, 4.3, 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13,

Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6,

Academic Standards: Language Standards 11-12.1, 11-12.2

Reading Standards 11-12.3, 11-12.7,

Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

A. Objectives / Topics Covered

- Combination of the concepts learned thus far

- Allow students to think creatively about the applications of the concepts they have learned
- Designing a web page from scratch

B. Assignments / Labs

Students will build their own website about themselves. This site will be accessible on their own custom url on the platform site, and will be continually improved by the student as they continue on in the course. It will serve as a running portfolio of each creative project they create in the course.

Total Hours	Class Hrs	Lab Hrs
170	70	100

Glendale Unified School District

Middle School

Date

(Meeting date will be typed in after Board Approval)

Department: Career Technical Education

Course Title: Web Design 2

Course Code: *(Educational Services will assign course number after Board Approval)*

Grade Level(s): 7-8

CTE Industry Sector: Information and Communication Technologies

Pathway: Software and Systems Development

School(s) Course Offered: Roosevelt STEAM Academy

UC/CSU Approved (Y/N, Subject): N/A

Course Credits: 5 per semester (a whole year course)

Recommended Prerequisite: None

Recommended Textbook: CodeHS Online Program (codehs.com)

Course Overview: Web Design course is a project-based course that teaches students how to build their own web pages. The course is designed for complete beginners with no previous background in computer science. The course is highly visual, dynamic, and interactive, making it engaging for new students. In the broader course pathway, the Web Design course is a great starting place for a career.

Course Goals: By the end of this course, students will be able to:

1. Explain how web pages are developed and viewed on the Internet
2. Analyze and fix errors in existing websites
3. Create their very own *multi page* websites.

Student Objectives: This course provides a comprehensive introduction to web design and an in-depth exposure to HTML and CSS to create live homepages to serve as portfolios of students' creations.

Instructional Strategies: The course utilizes a blended classroom approach. The content is fully web-based, with students writing HTML and CSS in the browser. Teachers utilize tools and resources provided by the platform to leverage time in the classroom and give focused 1-on-1 attention to students. Each unit of the course is broken down into lessons. Lessons consist of video tutorials, short quizzes, example web pages to explore, and web design exercises in which students develop and publish their own web sites.

Instructional Materials: Students write HTML and CSS code in the browser using the CodeHS online editor. Classes can choose to write code using either blocks or text. Due to the fact that different browsers treat HTML and CSS differently, student computers must be an up-to-date version of the Chrome browser

Assessments: Each lesson includes at least one formative short multiple-choice quiz. At the end of each unit, students take a summative multiple-choice unit quiz that assesses their knowledge of the concepts covered in the unit.

First Semester

Unit 1: Getting Started - What is the Web?

(2 weeks/10 hours)

Standards

Anchor Standards: 2.8, 4.3, 5.1, 5.3, 5.4, 5.6,

Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6

Academic Standards: Language Standards 11-12.1, 11-12.2,

Reading Standards: 11-12.3, 11-12.7

Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

A. Objectives / Topics Covered

- Course introduction
- Goal setting
- The Internet
- URLs
- How a web page gets to your computer

B. Assignments / Labs

Example Exercises

- Free Response: "When you think of the Internet, what comes to mind?"
- "What would you like to learn in this course?"
- Brainstorm something you would like to create "Wouldn't it be great if..."
- Why is the Internet often called "The Web"?

- Explain the steps it takes for a web page to get to your computer
- Class Activity: The Internet Then and Now
- Students investigate the capabilities of the Internet 20 years ago, 10 years ago, today, and looking forward to the future

Unit 2: HTML - Structuring Websites

(8 weeks/40 hours)

Standards

Anchor Standards: 6.0, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9,
Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6,
Academic Standards: Language Standards 11-12.1, 11-12.2
Reading Standards 11-12.3, 11-12.7
Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

A. Objectives / Topics Covered

How do we build web pages?

Markup Languages

- HTML, HTML tags, HTML attributes, HTML elements
- The Anatomy of an HTML page
- Formatting text
- Hyperlinks
- Images
- Copyright fair use
- Lists
- Nesting tags
- Tables
- Styling with HTML
- HTML Colors

B. Assignments / Labs

Students create several web pages to practice each of the concepts above

Example exercises:

- Modify existing web pages using formatting tags to make text more readable
- Use links to create a web page linking to your 5 favorite websites
- Use links and images to create a personal library webpage showing your favorite books
- Use lists and images to create a flashy list article
- Use tables to create a personal calendar web page
- Use styling attributes to add style to your web pages

Unit 3: CSS - Styling Websites

(4 weeks/20 hours)

Standards

Anchor Standards: 2.8, 4.0, 4.1, 4.2, 4.3, 5.1, 5.3, 5.4, 5.6, 10.1, 10.2, 10.4, 10.5
Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6
Academic Standards: Language Standards 11-12.1, 11-12.2
Reading Standards 11-12.3, 11-12.7
Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

A. Objectives / Topics Covered

- How do we style web pages?
- CSS vs HTML
- CSS Selectors
- Selecting by tag
- Selecting by class
- Selecting by id
- The Cascade (order of selector precedence)

B. Assignments / Labs

Students create several web pages to practice each of the concepts above

Example exercises:

- Use CSS selectors to style your previous web pages
- Use CSS selectors to style new web pages
- Create a music library web page and use CSS to style each song in your table
- Use CSS styling to make several images fit together properly
- Explain the benefits CSS provides over styling with only HTML
- Identify CSS selectors and rules used on example web Pages

Unit 4: Project - Create Your Homepage

(2 weeks/10 hours)

Standards

Anchor Standards: 4.0, 4.1, 4.2, 4.3, 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13,

Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6

Academic Standards: Language Standards 11-12.1, 11-12.2

Reading Standards 11-12.3, 11-12.7

Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

A. Objectives / Topics Covered

- Combination of the concepts learned thus far
- Allow students to think creatively about the applications of the concepts they have learned
- Designing a web page from scratch

B. Assignments / Labs

- Students will build their own website about themselves. This site will be accessible on their own custom url on the platform site, and will be continually improved by the student as they continue on in the course. It will serve as a running portfolio of each creative project they create in the course.

Second Semester

Unit 5: Advanced HTML and CSS

(8 weeks/40 hours)

Standards

Anchor Standards: 4.0, 4.1, 4.2, 4.3, 10.1, 10.2, 10.4, 10.5, 10.8,

Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6

Academic Standards: Language Standards 11-12.1, 11-12.2 Reading Standards 11-12.3, 11-12.7

Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

A. Objectives / Topics Covered

- Splitting your site into separate files
- Iframes and embedding
- <div>
-
- Combining CSS selectors
- Special CSS selectors
- Reading documentation
- Avoiding repeated code
- Assignments / Labs
- Example exercises:
 - Use iframes to embed a video into your web page
 - Use iframes to embed a previous exercise into your web page
 - Use divs and spans to style groups of HTML elements

Unit 6: Designing User Interfaces

(6 weeks/30 hours)

Standards

Anchor Standards: 4.0, 4.1, 4.2, 4.3, 10.1, 10.2, 10.4

Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6

Academic Standards: Language Standards 11-12.1, 11-12.2 Reading Standards 11-12.3, 11-12.7

Writing Standards 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

A. Objectives / Topics Covered

What makes an engaging interface?

- Various User Interface (UI) Design techniques
- Accessibility issues
- Lite sites
- Rapid prototyping
- User testing
- Assignments / Labs. Example Exercises:
 - Research existing user interfaces
 - Assess the user interfaces of various web sites
 - Design a website using paper prototypes, test these prototypes and get feedback from your peers, and improve your design before implementing it with code
- UI Design Project
- Find and present an article about a particular
- UI design technique

- Create your own live examples using this Technique

Unit 7: Final Project

(2 - 3 weeks/10-15 hours)

A. Objectives / Topics Covered

- Allow students to think creatively about the applications of the concepts covered in the course
- Scoping a project
- Designing a website from scratch
- Incremental development
- Creating and iterating on prototypes
- User testing
- Collaboration

Assignments / Labs

- In this project, students work in teams to design, prototype, test, and develop a final website
- Brainstorm ideas for a final project
- Plan out milestones for incremental development
- Design the different pages you will create for this website
- Prototype your designs and improve them by getting feedback from users
- Create your final website

Anchor Standards: 4.0, 4.1, 4.2, 4.3, 10.1, 10.2, 10.4

Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6

Academic Standards: Language Standards 11-12.1, 11-12.2 Reading Standards 11-12.3, 11-12.7

Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

Unit 8: Optional Supplemental Materials (Remainder of school year)

Objectives / Topics Covered

- How the Internet works
- Internet hardware
- Internet addressing
- The Domain Name System
- Routing
- Internet protocols
- The story of viewing a website
- Impact of the Internet

Assignments / Labs

- Sample exercises:
 - Free response:
 - How many unique addresses can be represented using an IPv4 address?
 - Explain the effect of switching from IPv4 to IPv6. Why is this switch necessary?
 - Identify subdomains of given domains

according to the Domain Name System.

- Explain the benefit of the hierarchical nature of the DNS.
- Explain the benefit of redundancy in the Routing system.
- What is one activity, hobby, or field of interest in your life that has been affected by the Internet?
What effect has the Internet had?

- Create a website explaining the story of how websites are viewed on the Internet.

Anchor Standards: 8.6, 8.7, 8.8, 10.1, 10.2, 10.4, 10.8

Pathway Standards: C7.1, C7.2, C7.3, C7.4, C7.5, C7.6

Academic Standards: Language Standards 11-12.1, 11-12.2 Reading Standards 11-12.3, 11-12.7

Writing Standards: 11-12.2, 11-12.4, 11-12.6, 11-12.8, 11-12.9

Total Hours	Class Hrs	Lab Hrs
170	70	100

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 14

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Chris Coulter, Executive Director, Secondary Instruction

SUBJECT: **Approval of Revisions to Board Policy 6146.1 - Graduation Requirements**

The Interim Superintendent recommends that the Board of Education approve revisions to Board Policy (BP) 6146.1 (Graduation Requirements) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 6146.1 – High School Graduation Requirements

CSBA Update: March 2023
Last GUSD Update: November 2021

Board Policy (BP) 6146.1 is updated to simplify the elective requirement so that students have more options in selecting courses in Career Technical Education, Visual and Performing Arts, or a Language other than English. It also adds the state required Ethnic Studies course as a one semester class taken during the ninth grade year. All freshmen will take Ethnic Studies during the 2025-26 school year, and it will be a GUSD graduation requirement beginning with the class of 2029. The one-semester class will be taken with Health as the alternate semester either during the ninth grade year or the summer before ninth grade. The language around students who are exempted from the District-adopted graduation requirements that are beyond the state minimum requirements is also updated.

A copy of the revised Board Policy is attached to this memo.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

Glendale Unified School District
Consent Calendar No. 14
July 11, 2023
Page 2

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

Instruction

High School Graduation Requirements

The Board of Education desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3 and those adopted by the Board, except for students who are exempted as provided in "Exemptions from District-Adopted Graduation Requirements," below. Students who are exempted from District-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

A. Course Requirements

To obtain a high school diploma from the Glendale Unified School District, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Satisfactory completion of a minimum of two hundred and twenty (220) credits earned in grades 9, 10, 11, and 12.
2. The following courses are required as part of the 220 semester credits taken in grades 9 through 12:
 - a. English - 4 years (40 credits), including English 9 and English 10 (Education Code 51225.3)
 - b. Mathematics - 20 credits Grades 9-12 - including courses of study that include Integrated Math I and II Standards (Education Code 51225.3)

Integrated Math I and II courses successfully completed in grades 7 and or 8 can be used to meet this requirement. However, students are required to complete a minimum of 20 units of mathematics in grades 9-12 regardless of mathematics courses completed in grades 7 and 8. All students are encouraged to complete Integrated Math III and beyond to complete A-G requirements and be college and career ready.
 - c. Science - Requirements beginning with the class of 2024: 3 years (30 credits), including 1 year of Living Earth, 1 year of Chemistry in the Earth System and 1 year of Physics of the Universe (or AP Physics I)

Instruction

High School Graduation Requirements

- d. Social Science - 3 years (30 credits), including 1 year World History, Culture and Geography, 1 year U.S. History, Culture and Geography, 1 semester American Government and Civics, and 1 semester Economics (Education Code 51225.3)
- e. One year (10 credits) in visual or performing arts, Language other than English (LOTE)*, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

* University of California A-G admission requirements include a minimum of 2 years of LOTE proficiency and 1 full year of VAPA credits.

- f. Health - 1 semester (5 credits)
- g. Physical Education, unless the student has been otherwise exempted pursuant to other sections of the Education Code, - 2 years (20 credits) (Education Code 51225.3)
- h. Ethnic Studies - Beginning with the class of 2029 (requirement for all 9th graders starting in the 2025-26 school year), 1 semester (5 credits)
- i. Electives – Remaining credits may be earned with general elective or any subject categories above

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Students in grade 12 shall be enrolled in at least five courses each semester. Students in grade 12 must be enrolled in a minimum of four courses each semester if they are also enrolled in one or more of the following: after-school career and technical education programs, community college courses, continuation education classes, work experience

Instruction

High School Graduation Requirements

education programs, and special education programs as designated by the individualized education program.

B. Exemptions from District-Adopted Graduation Requirements

Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)

1. That the student takes the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

In addition, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the District or between District schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

C. Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit

Instruction

High School Graduation Requirements

examination shall be granted a high school diploma. (Education Code 51413)

In addition, the District may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure.

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the District that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a District school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars.

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a District school.
4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation

Instruction

High School Graduation Requirements

requirements as a result of the COVID-19 crisis.

D. Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the home country following the completion of one academic school year in the District.
2. A student who is terminally ill.

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the District. (Education Code 51225.5)

Legal Reference: Education Code, Sections 220; 47612; 48200; 48204.4; 48412; 48430; 48645.5; 48980; 49701; 51224; 51224.5; 51225.1; 51225.2; 51225.3; 51225.31; 51225.35; 51225.36; 51225.5; 51225.6; 51225.7; 51228; 51230; 51240-51246; 51250-51251; 51410-51413; 51420-51427; 51430; 51440; 51450-51455; 51744-51749.6; 56390-56392; 60640; 66204; 67386
Code of Regulations, Title 5, Sections 1600-1651; 4600-4670
Court Decisions: O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Policy Adopted: 08/19/62

Policy Amended: 05/1963; 12/1965; 04/1966; 03/1967; 09/1969; 04/1970; 03/1972; 01/1973; 05/1975; 01/1978; 04/1978; 05/1980; 03/1983; 01/1984; 06/1985; 05/21/1996; 06/09/1997; 06/23/1999; 12/05/2000; 10/15/2002; 09/02/2003; 3/23/2010; 11/16/2010; 09/03/2019; 02/16/2021; 05/25/2021; 11/16/2021; 07/11/2023

(Formerly BP 5216)

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 15

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

PREPARED BY: Santhasundari Rajiv, Chief Financial Officer

SUBJECT: **Memorandum of Understanding (MOU) with the YMCA of Glendale for Use of Facilities**

The Interim Superintendent recommends that the Board of Education approve a Memorandum of Understanding (MOU) with the YMCA of Glendale for use of the YMCA facilities by GUSD, and use of Administration parking lot by the YMCA, for the 2023-24 school year.

The attached MOU will provide physical education opportunities for students attending Daily Continuation High School, as well as students in the Special Education Transition (FACTS) Program. It will also allow the YMCA of Glendale to use the Administration parking lot after work hours during the week and on Saturdays.

The term of this MOU is from July 1, 2023 through June 30, 2024, and there is no cost to either party.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

GLENDALE UNIFIED SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**MOU**) is by and between the YMCA of Glendale (**Provider**) and the Glendale Unified School District (**District**), herein both considered the (Parties).

WHEREAS the Glendale Unified School District (District) desires to use the facilities and equipment of the Provider located at 140 North Louise Street, Glendale, CA 91026, permitting students of Allan F. Daily High School and GUSD Program Transition (FACTS) to utilize the main gym, weight and cardio room areas for school days of the 2023-2024 school year.

WHEREAS the YMCA of Glendale (Provider) desires to use the District's parking facilities located at 223 North Jackson Street, Glendale, CA 91206, Monday through Friday from 5:00 PM to 10:00 PM and Saturday from 8:00 AM to 5:00 PM.

NOW, THEREFORE, in the consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby mutually agree as follows:

1. Term of Agreement. This MOU shall be in effect for the period: **July 1, 2023 through June 30, 2024**. This MOU is subject to cancellation on thirty (30) alendar days written notice by either party. Renewal of MOU may occur on execution by both Parties of a written amendment to the MOU providing such extension.
2. Insurance. The Parties shall provide Certificate(s) of insurance naming additional insured by endorsement, evidencing insurance coverage for General Liability coverage, Automobile liability (\$1,000,000), and Workers' Compensation as required by law. General liability coverage shall, at a minimum, provide for limits of \$1,000,000/\$3,000,000 per claim/occurrence. The Parties shall maintain the insurance in effect at all times during the life of this MOU.
3. Liability. The Parties agree to mutually indemnify, defend, and save the District/YMCA, its Board of Trustees, officers, directors/agents, employees, and volunteers harmless with respect to any and all claims, damages, losses, causes of actions and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising from this MOU.
4. Notices. Any notices or communications under this MOU shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the care of:

District: Glendale Unified School District
Attn: Stephen
Dickinson 223 N.
Jackson Street
Glendale, CA 91206

Provider: YMCA of Glendale
140 North Louise Street
Glendale, CA 91206

5. Assignment. The Parties bind themselves, their successors, assigns, and representatives of such other party with respect to all terms of this MOU. Neither District nor Provider shall assign or transfer any interest in this MOU without the written consent of the other.
6. Amendments. This MOU cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.
7. Severability. If any provision of this MOU shall be held invalid or unenforceable by a court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision of this MOU.
8. Execution by Facsimile or in Counterparts. This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed MOU.
9. Interpretation. The language of all parts of this MOU shall, in all cases, be construed as whole, according to its fair meaning, and not strictly for or against either party.
10. Conflict Resolution. Should any problems or conflicts arise, it is understood that the authorized representative(s) of the Parties to accomplish an effective resolution through mediation.
11. Governing Law. This MOU shall be governed by the laws in the State of California and venue shall be in the appropriate Superior Court in Los Angeles County, California.

In witness thereof, the parties hereto have caused this agreement to be fully executed.

For YMCA of Glendale

For the Glendale Unified School District

President & CEO

Chief Business & Financial Officer

Date:

Date

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 16

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Lena Kortoshian, Director, Teaching & Learning

SUBJECT: **Approval of Contract Renewal with Fuel Education for 2023-24**

The Interim Superintendent recommends the renewal of the contract with Fuel Education in the amount of approximately \$19,000 for licenses for independent study students to access online courses, which includes training, materials, and online access for teachers and 500 course licenses, for the 2023-2024 school year.

Fuel Education provides students in independent study a robust independent study program with a variety of course offerings at the elementary and secondary level. The courses were first used during the pandemic when more options were needed, and the staff found the content to be of high quality and engaging for students.

It is recommended that the Board of Education approve the renewal contract to purchase 500 course licenses for independent study students to access courses in grades K-12 in the amount of \$19,000 for the 2023-2024 school year. The cost will be paid out of Educational Services funds.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.



This Online Educational Products and Services Order (this "Order"), dated as of 7/12/2023 (the "Order Effective Date"), is between Glendale Unified School District, 223 N Jackson St, Glendale, CA 91206 ("Customer") and Fuel Education LLC ("FuelEd"), 11720 Plaza America Dr., 9th Floor, Reston, VA 20190. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

Accepted by FuelEd:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

- 1. Period:** 7/12/2023 through 7/11/2024 and is not eligible for a renewal period.
- 2. Territory:** Students served by Glendale Unified School District, CA
- 3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:**

Qty	Product	Product Description	Unit Price	Total Price
500	K12 K-5 Monthly Student Access License (Content and Hosting, Monthly)	License for monthly access for a single student to a K12 grade K-5 course from the K12 Standard Online Course catalog. Includes content and hosting. Physical materials and instruction ordered separately.	\$24.00	\$12,000.00
As Ordered	K12 K-12 Digital Materials	K12 student digital materials for one course.	\$0.00	As Ordered
50	K12 K-12 Physical Course Materials	Purchased K12 student physical materials for one student enrolled in one course	\$130.00	\$6,500.00
25	K12 ELA or Math Activity Books	Purchased K12 ELA or Math Activity Books for one student enrolled in one course	\$15.00	\$375.00

4. Description of Educational Products.

K12 and FuelEd Online Courses

Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

Purchased K12 Materials

Instructional text or e-books, supplies, and teaching tools (collectively, "Materials") for students and/or instructors. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. If a replacement component is required, the Customer will be invoiced for the component or Materials (plus shipping, if applicable).

5. Description of Services.

Hosting Solution:

The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

K12 K-12 Monthly Student Access License

FuelEd will invoice the Customer monthly for each K12 K-12 Monthly Student Access License in which a Customer student has been enrolled for any period of time in the preceding calendar month. All payments are due within thirty (30) days of the Customer's receipt of the invoice. No refunds, credits, or cancellations are allowed.

K12 Materials and Activity Books

FuelEd will invoice the customer upon shipment. There is no refund or credit on materials.

7. Termination of Previous Agreements.

By executing this Agreement, the previous agreements Contract #Q-51571, Addendum #Q-73920, Addendum #Q-76032 and Addendum #Q-82149 shall be terminated and in all respects replaced with this Agreement. For purposes of clarification, any outstanding balances from the previous agreement remain due and owing.

ATTACHMENT A

ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER CALIFORNIA STUDENT DATA RIDER

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies or adds certain provisions found in the Order and Terms, as noted below.

WHEREAS, the Customer is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the Customer and the FuelEd desire to have the Online Educational Products and Services Agreement provided comply with AB 1584 and FERPA.

NOW, THEREFORE, the Parties agree as follows:

1. The term of this Attachment shall expire on the termination date stated in the Order or Terms, whichever controls.
2. Pupil Records obtained by FuelEd from Customer continue to be the property of and under the Control of the Customer. "Pupil Records" shall be defined as any information directly related to a pupil that is maintained by the Customer or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer employees. Pupil Records does not include information that cannot be used to identify an individual pupil ("De-Identified Information") used by FuelEd to (i) improve educational products for adaptive learning purposes and for customized pupil learning; (ii) demonstrate the effectiveness of FuelEd's products in the marketing of those products; or, (iii) for the development and improvement of educational sites, services, or applications. "Control" shall be defined as the right of Customer to direct FuelEd to (i) use Pupil Records in FuelEd's performance of the services purchased under the Order and Terms; (ii) destroy some or all Pupil Records in a commercially reasonable time; or, (iii) return some or all Pupil Records in a mutually agreed upon media format in a commercially reasonable time.
3. The procedures by which pupils may retain Control of their own Pupil-Generated Content are outlined as follows: Pupils may exercise possession or Control directly through the learning management system in which the Pupil-Generated Content resides, or provide a specific request to Customer. Customer will then forward the request to FuelEd, which will take commercially reasonable steps to comply. These steps will be limited to the following actions: (1) deleting the Pupil-Generated Content if not otherwise prohibited by the Terms or applicable law, and (2) providing Customer with a copy of the requested Pupil-Generated Content in a mutually agreed upon media format in a commercially reasonable time. "Pupil-Generated Content" shall be defined as materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. Pupil-Generated Content does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.
4. Parents, legal guardians, or eligible pupils may review Pupil Records and correct erroneous information by the following protocol: Requestors eligible to review and correct such documents under applicable law shall submit such requests to Customer. If such data is available to Customer through its account administration on a FuelEd learning management system, Customer shall respond to the request directly. If the requested information is not available to Customer, Customer shall then forward valid requests to FuelEd. FuelEd will respond by providing the Pupil Record to Customer in a mutually agreed upon media format or make corrections to a Pupil Record, both in a commercially reasonable time.
5. FuelEd shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records, by the following measures: Operate its systems infrastructure at the moderate level baseline as defined in the National Institute of Standards and Technology ("NIST") 800-53 Rev. 3 moderate baseline requirements, and/or in accordance with industry accepted cyber-security standards. Through the aforementioned actions and other industry accepted means, FuelEd shall ensure compliance with FERPA.
6. In the event of an unauthorized disclosure of a Pupil Record, FuelEd shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: Upon internal confirmation of an unauthorized disclosure of a Pupil Record belonging to a pupil served by Customer, FuelEd shall contact Customer with information related to the disclosure. Customer will then contact the affected parties and inform them of the unauthorized disclosure.
7. FuelEd shall not use any information in a Pupil Record for any purpose other than those required to perform its obligations under the Online Educational Products and Services Agreement, or as otherwise allowed by applicable law.
8. FuelEd certifies that Pupil Records shall not be retained or available to FuelEd upon termination of the Online Educational Products and Services Agreement. In order to comply with this section, upon termination of the Online Educational Products and Services Agreement, Customer shall instruct FuelEd in writing that it does not wish to receive further products or services and that FuelEd should destroy or return Pupil Records. After deleting remaining Pupil Records, FuelEd shall confirm in writing to Customer that such deletion is completed.

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 17

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

PREPARED BY: Dr. Oscar Macias, Director, Equity, Access, and Family Engagement

SUBJECT: **Quarterly Uniform Complaint Report Summary, Williams Settlement Legislation**

The Interim Superintendent recommends that the Board of Education approve the submission of the Quarterly Uniform Complaint Report Summary, as mandated under the Williams Court Case Settlement, to the Superintendent of the Los Angeles County Office of Education.

Legislation regarding the settlement of the Williams Lawsuit requires Local Educational Agencies to file Quarterly Uniform Complaint Report Summaries to the school district Governing Board and to the County Office of Education. The Quarterly Report documents information regarding complaints about instructional materials, facilities, teacher vacancies and mis-assignments.

The Quarterly Uniform Complaint Report Summary for the period of April 1, 2023, through June 30, 2023, is attached and will be sent to the Los Angeles County Office of Education (LACOE).

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

Glendale Unified School District
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TO SUPPORT 2022-23 BOARD PRIORITY NO. 3: *Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.*

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*



**Los Angeles County
Office of Education**
Serving Students • Supporting Communities
Leading Educators

**Williams Lawsuit Settlement
Quarterly Report on Uniform Complaints 2022-2023**

District Name: Glendale Unified School District

Date: July 6, 2023

Person completing this form: Carol Corbo

Title: Sr. Administrative Secretary

Quarter covered by this report (Check One Below):

- | | | |
|---|--------------------------|------------------|
| <input type="checkbox"/> 1st QTR | July 1 to September 30 | Due 14-Oct 2022 |
| <input type="checkbox"/> 2nd QTR | October 1 to December 31 | Due 13- Jan 2023 |
| <input type="checkbox"/> 3rd QTR | January 1 to March 31 | Due 14-Apr 2023 |
| <input checked="" type="checkbox"/> 4th QTR | April 1 to June 30 | Due 14-Jul 2023 |

Date for information to be reported publicly at governing board meeting: July 11, 2023

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment			
TOTAL			

Print Name of District Superintendent Dr. Darneika Watson, Interim Superintendent

Signature of District Superintendent _____ Date _____

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Astrid Gonzalez, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 283
Downey, CA 90242

Telephone: (562) 922-6393
FAX: (562) 803-8325
E-Mail: Gonzalez_Astrid@lacoed.edu

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 18

TO: Board of Education

FROM: Dr. Darneika Watson, Interim Superintendent

SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services

SUBJECT: **Approval of Agreement between Glendale Unified School District and ThoughtExchange for Community Schools Survey and Data Analysis**

The Interim Superintendent recommends that the Board of Education approve an agreement between Glendale Unified School District and ThoughtExchange in the amount of \$39,690 to continue to provide survey and data analysis services as part of the implementation phase of the Community Schools Partnership Program grant.

Glendale Unified School District has been awarded the California Community Schools Partnership Program Implementation Grant in the amount of \$7,125,000. This grant is for five years, 2023-2024 through 2027-2028. This award follows the California Community School Partnership Program Planning Grant that was received in the amount of \$200,000 in the 2022-23 school year, and will allow the District to implement the strategies and activities formulated during the planning phase. GUSD's five elementary schools with the highest poverty rates are the focus of the grant: Cerritos, Columbus, Jefferson, Mann and Marshall.

During the planning phase, each school developed individual implementation plans based on a comprehensive needs assessment that included surveys and listening sessions with students, staff and parents/guardians. These services were provided by ThoughtExchange, a discussion management platform, which identified each school's priorities by providing real-time feedback, increasing inclusivity of participation in multiple languages, and building unity and alignment as groups began focusing on actionable priorities for a community school transformation. ThoughtExchange offers a unique way of surveying large groups.

ThoughtExchange will continue to provide needs assessment and feedback services by working with the District-level community schools coordinator and the five schools with the implementation of their grant activities, as well as, build capacity in additional schools to apply for future community school funding. Each school site will have a

dedicated community schools teacher specialist to provide direct support for students, families and staff to transform the schools into effective and thriving community schools.

The total cost for these services is \$39,690 for a one-year contract. The California Community Schools Partnership Implementation Grant will cover the cost for the services.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 1: Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 3: Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 4: Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.

Renewal Notification

This document contains the details of your upcoming renewal under the existing contract between Glendale Unified School District and Fulcrum Management Solutions Inc..

As per the contract, we require 60 days' notice of cancellation prior to the Subscription Start Date.

If you require a copy of the contract, or need anything updated or changed, please contact the Sales Rep listed below.

Your invoice will be provided on the Subscription Start Date, unless requested earlier.

Fulcrum Management Solutions Inc.
Suite E, 1990 Columbia Avenue
PO Box 2260
Rossland, BC, Canada. V0G 1Y0

Sales Rep: TBD TBD
Phone:
Email: tbd@thoughtexchange.com

Pricing

ThoughtExchange Services	Quantity	Amount
Medium Room (Up to 10 Leaders)	1.00	\$39,690.00
Subscription Total		\$39,690.00

Renewal Details

Subscription Start Date: November 1, 2023
Subscription End Date: October 31, 2024
Annual Price Increase: 5.0%
Billing Frequency: All Up-Front, Annually
Payment Terms: Net 15 days
Currency: USD

Company Information

Bill To: Glendale Unified School District
Address: 223 North Jackson Street, Glendale, California United States
Postal/Zip Code: 91206-4334

Billing Contact Name:
Billing Contact Email:
Billing Contact Phone: (818) 241-3111

Ship To (if different than Bill To):

Address:
Postal/Zip Code:

Shipping Contact Name:
Shipping Contact Email:
Shipping Contact Phone:

Purchase Order Information

Is a Purchase Order (PO) required?

Page 1

Is the licensee exempt from sales and use tax?

Customer Purchasing Contact Email:

Any purchasing or vendor registration documents can be directed to accounts@thoughtexchange.com

GLENDALE UNIFIED SCHOOL DISTRICT

July 11, 2023

CONSENT CALENDAR NO. 19

TO: Board of Education
FROM: Dr. Darneika Watson, Interim Superintendent
SUBMITTED BY: Dr. Kyle Bruich, Executive Director, Human Resources
SUBJECT: Agreement with Pacific Clinics

The Interim Superintendent recommends that the Board of Education approve renewal of the Agreement between Glendale Unified School District and Pacific Clinics as Outpatient Mental Health Services to improve student functioning within an educational setting.

This agreement is between Glendale Unified School District and Pacific Clinics to further support our youth who need mental health consultation.

When a student at any school is determined to be in need of counseling services, administrators and/or school counselors refer the student to Student Wellness Services, which then chooses one of the contracted consultants to provide the services to the student.

In most cases, Student Wellness Services refers only students with MediCal insurance to this company. Pacific Clinics does not charge the District any fees for these services. They bill MediCal directly.

In cases when Psychological Services Providers are unavailable, students without medical insurance who are in need of immediate mental health services can be referred to Pacific Clinics. The company charges the District the same amount they charge MediCal, which is \$141 per hour.

This Agreement will be in effect beginning July 1, 2023, through June 30, 2026.

TO SUPPORT 2022-23 BOARD PRIORITY NO. 2: Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.



**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
PACIFIC CLINICS
AND
GLENDALE UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding is entered into by the above parties and shall commence on July 1, 2023 and continue through June 30, 2026.

I. PURPOSE

The purpose of this agreement is to identify and stipulate the Outpatient Mental Health Services to be provided by Pacific Clinics to Glendale Unified School District (District) to improve student functioning within an educational setting.

II. GOAL

The goal is to address specific behaviors through therapeutic interventions that increase student functioning within an educational setting and to reduce symptoms and restore or maintain levels of functioning consistent with requirements of learning, development, independent living and enhanced self-sufficiency.

III. SERVICES PROVIDED

Pacific Clinics will:

1. Provide the following mental health services to students and families who qualify for services:
 - Mental health services for youth and their families;
 - One-on-one counseling sessions with students;
 - Family counseling for program participants; and
 - Peer groups.
2. Certify that its staff and/or trainees providing the services designated are adequately trained and prepared according to the prevailing professional standards to provide such services.
3. Certify that it shall provide reasonable and adequate supervision of its staff and/or trainees providing the services designated above.
4. Participate in the prescreening process and identify the mental health needs of students.
5. Contact school and/or referring school personnel of referral to inform them of first appointment date (intake date) and/or services/linkage provided.

6. Provide triage/risk screening of students in conjunction with the school staff.
7. Provide training for screening and referring techniques on identifying students who are at risk and require mental health services.
8. Provide mental health services during and after school hours, during school vacations and summer vacation. Services will be provided on campus and/or at any location which is convenient for the student, parent and clinician. During hours/days in which the campus is closed, other arrangements will be made with parents and students to coordinate services at Pacific Clinics' main office site, at the home or somewhere else in the community.
9. Provide consultation and share necessary information (with the appropriate releases of information forms signed by legal guardians) about the student's treatment status with school personnel in order to work collaboratively toward treatment and progress.
10. Have prerequisite TB testing and finger printing clearance and ensure all staff will have successfully met the fingerprinting requirements as defined in the California Education Code §45125.1.
11. Will work collaboratively with the school principal or his/her designee to prioritize and design the program elements to meet the needs of the school and the students.
12. In the event of continued school campus closure due to COVID19, Pacific clinic will provide these mental health services listed above via telephone or telehealth.

District will:

1. Complete referral process on all students referred to receive mental health services.
2. Inform clinical team of IEP/student meetings when a mental health referral is being considered.
3. Provide a room on the school site conducive to providing therapeutic services, when needed.
4. Supports allowing the student to attend counseling during classroom hours.
5. Support and encourage through reinforcing therapeutic intervention goals in order to accomplish and maximize students' mental health treatment goals.
6. Work collaboratively with Pacific Clinics in establishing and implementing procedures and protocols regarding child abuse reporting, confidentiality issues, suicidal management and school site training.
7. Work collaboratively with Pacific Clinics in determining an effective method to disseminate information to all students and their families regarding Pacific Clinics' services.

IV. COMPLIANCE WITH LEGAL REQUIREMENTS:

Pacific Clinics and District shall comply with all applicable HIPAA requirements and all federal, state and local laws and shall abide by all mandated statutes for the protection of family/client confidentiality. Pacific Clinics agrees to serve all clients without regard to color, creed, religion, ethnicity, gender, gender identity, sexual orientation, nationality, and/or

physical or mental disability. Further, Pacific Clinics specifically agrees to adhere to CA Code of Regulations, Title IX and LADMH contractual requirements for service delivery.

V. CONFLICT OF INTEREST

Pacific Clinics and District acknowledge that no prior or existing relationship exists nor any sanctions with Federal, State and County agencies that would prevent Pacific Clinics and District from entering into and fulfilling all obligations under this agreement.

VI. CONFIDENTIALITY

District shall, during the term of this Agreement and for a period of five (5) years thereafter, maintain the confidentiality of confidential information disclosed by Pacific Clinics ("Confidential Information") and to use such Confidential Information solely for the purpose expressly set forth herein. Confidential Information shall mean any and all information disclosed to District concerning Pacific Clinics or specifically in connection with the services performed pursuant to this Agreement, including but not limited to proprietary information, materials, know-how, and other data, both technical and non-technical. District shall have no obligation of confidentiality and non-use with respect to Confidential Information which:

- (a) Is or later becomes generally available to the public by use or publication or the like, through no act or omission of District;
- (b) Is obtained by a third party who had the legal right to disclose Confidential Information to District;
- (c) Is already in the possession of District as evidenced by written documentation that predates District's receipt of Confidential Information; or
- (d) Is required by law, rule or regulation.
- (e) District will also sign a Business Associate Agreement with Pacific Clinics (see **Appendix A**).

VII. LIMITATION OF LIABILITY

To the maximum extent provided by law, in no event shall either party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss profits and/or indirect economic damages whatsoever, and regardless of whether such damage arise from claims based upon contract, negligence, tort or otherwise.

VIII. INDEMNIFICATION AND INSURANCE:

Pacific Clinics shall indemnify, defend, and hold harmless the District, its governing board, members of its governing board, officers, agents, and employees from any and all liabilities including, but not limited to any claims for damages from death, sickness, or other personal injury or injury to property, including without limitation all consequential damages, for any cause whatsoever arising out the sole negligence or comparative fault of Pacific Clinics, its agents, or employees connected with the service hereunder.

The District shall indemnify, defend, and hold harmless Pacific Clinics, its agents, and employees from any and all liabilities including, but not limited to any claims for damages from death, sickness, or other personal injury or injury to property, including without limitation all consequential damages, for any cause whatsoever arising out the sole negligence or comparative fault of the District, its governing board, officers, agents, and employees connected with the service hereunder.

IX. TERMINATION

This Agreement may be terminated without cause by either party upon thirty (30) days written notice and delivered by certified mail to the address below or as otherwise informed; or provided in person.

X. AMENDMENT

This Agreement may be amended in writing and shall be signed by the parties.

XI. AGREEMENT

This Agreement contains the entire understanding of the parties and shall supersede any previous written or verbal communication regarding the Services.

XII. COUNTERPARTS

This Agreement may be executed in identical counterparts; when taken together shall constitute the entire Agreement and shall have binding affect once all parties have executed one of the identical counterparts

XIII. GOVERNING LAW

This Agreement shall be governed by the law of the State of California.

XIV. OTHER

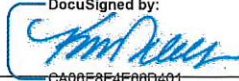
All Exhibits are attached hereto and incorporated into this Agreement by reference.

The Remainder of this Page is Intentionally Left Blank

EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective when signed by the following authorized persons. All notices or correspondence related to this agreement should be directed to:

PACIFIC CLINICS
800 S. Santa Anita Avenue
Arcadia, CA 91006
Tel: (626) 254-5000

DocuSigned by:


6/12/2023

CA00E8E4E80D401...
Executive Management Signature

DATE

(CEO & President, Chief Legal Officer, Chief Financial Officer, VP Clinical Operations, VP Clinical Administration)

GLENDALE UNIFIED SCHOOL DISTRICT

223 N. Jackson Street
Glendale, CA 91206
Tel: (818) 241-3111

Vivian Ekchian, Ed.D.
Superintendent of Schools

DATE

APPENDIX A

BUSINESS ASSOCIATE AGREEMENT

WHEREAS, **Pacific Clinics, "Covered Entity"**, headquartered at 800 S. Santa Anita Avenue, Arcadia, California 91006, is a Covered Entity, as defined below, and wishes to disclose certain Protected Health Information ("PHI") to Glendale Unified School District "Business Associate" pursuant to the terms of the Contract for Services defined below and this Agreement ("Business Associate Agreement" or "BAA") and this Agreement is made a part of the Contract for Services or Independent Contractor Agreement, as appropriate; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the July 1, 2023 Memorandum of Understanding "Contract for Services" in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and any current and future regulations and amendments promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable law; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in this provision of the Agreement have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, 42 USC §§ 1320d et seq. ("HIPAA") and the implementing regulations and with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), HIPAA Privacy and Security Breach Notification and Enforcement Rules, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

- A. **Agent** is defined as "one who represents and acts for another under the contract or relation of agency (Reference source: Black's Law Dictionary)".
- B. **Breach**, as defined under HITECH, shall mean any reported, suspected, actual or alleged acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws that compromises the security or privacy of the protected health information (45 C.F.R. Section 164.402 2013)
- C. **Breach Notification** as amended by HITECH, the CE shall, following the discovery of a breach of unsecured protected health information, notify each individual whose unsecured protected health information has been, or is reasonably believed by the covered entity to have been, accessed, acquired, used or disclosed as a result of such breach (45 C.F.R. Section 164.404 2013).
- D. **Business Associate or "BA"** shall mean a person, independent contractor, subcontractor, organization, or agency other than a workforce member that provides specific functions, activities, or services that involve the use, creation, storage or disclosure of PHI for, or on behalf of, a HIPAA covered health care component, but not limited to, 45 C.F.R. Section 160.103 Examples of business associate functions are activities such as providing clinical services per contract, translation or interpretation services, claims

processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and re-pricing; and legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

- E. **Customer** is defined as individual(s) receiving services from Covered Entity (CE) and/or associated Business Associate, agent, and/or subcontractor.
- F. **Covered Entity or "CE"** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- G. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- H. **Electronic Protected Health Information or "E PHI"** means Protected Health Information that is maintained in or transmitted by electronic media.
- I. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- J. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- K. **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules as outlined in 45 C.F.R. Parts 160 and 164.
- L. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- M. **Protected Health Information or "PHI"** means any customer health information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501]. As amended by HITECH, PHI is defined as individually identifiable health information: (1) except as provided in paragraph (2) of this definition, that is: (i) transmitted by electronic media; (ii) maintained in electronic media; or (iii) transmitted or maintained in any other form or medium. (2) Protected health information excludes individually identifiable health information: (i) in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); (iii) in employment records held by a covered entity in its role as employer; and (iv) regarding a person who has been deceased for more than 50 years (45 C.F.R. Section 160.103 2013).
- N. **Protected Information** shall mean PHI provided by CE to Business Associate or created or received by Business Associate on CE's behalf.
- O. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- P. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

II. Business Associate Obligations and Activities

- A. Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract for Services and as permitted under the Contract for Services and any addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- B. Permitted Disclosures.** A Business Associate or its agents or subcontractors shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that BA may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and Addendum, if any; (ii) as required by law, and, with prior written approval of CE which may be granted or withheld at CE's sole discretion either (iii) for the proper management and administration of Business Associate as reasonably determined by BA in good faith or (iv) for Data Aggregation purposes for the Health Care Operations of CE. To the extent that BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Any access, use or disclosure of PHI for non- Treatment, Payment or Operations reasons must be pursuant to a signed customer (or their representative) written authorization [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- C. Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract for Services. BA shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the BA's operations and the nature and scope of its activities and implement reasonable and appropriate policies and procedures in order to comply with standards, implementation specifications, and other requirements of the Privacy Rule. BA shall maintain a written (which may be electronic) record of any action, activity, or assessment under such policies and procedures. BA shall change and amend its policies and procedures as necessary and appropriate to comply with changes in state and federal law, and shall promptly document and implement the revised policy or procedure. BA shall implement the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information that it creates, receives, maintains, or transmits on behalf of CE, and, in accordance with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- D. Notification of Breach, Mitigation and Report of Inappropriate Use or Disclosure.** BA agrees to notify the designated Privacy Official of the CE of any use or disclosure of PHI by BA not permitted by this Agreement, any Security Incident (as defined in section H.4. below) of which it becomes aware, involving electronic PHI, and any breach of unsecured Protected Health Information within three (3) calendar days.
- a. BA shall provide the following information to CE within three (3) calendar days of discovery of a breach except when despite all reasonable efforts by BA to obtain the information required, circumstances beyond the control of the BA necessitate additional time. Under such circumstances, BA shall provide to CE the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a breach: **(a)** the date of the breach; **(b)** the date of the discovery of the breach; **(c)** a description of the types of unsecured PHI that were involved; **(d)** identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or

disclosed; and **(e)** any other details necessary to complete an assessment of the risk of harm to the individual.

- b. CE will be responsible to provide notification to individuals whose unsecured PHI has been disclosed, as well as the Secretary and the media, as required by Sec. 13402 of the HITECH Act, 42 U.S.C.A. § 17932;
- c. BA agrees to pay actual costs for notification and of any associated mitigation incurred by CE, such as credit monitoring, if Covered Entity determines that the breach is significant enough to warrant such measures.
- d. BA agrees to establish procedures to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by CE.
- e. The parties agree that this section satisfies any notices necessary by BA to CE of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to CE shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on BA's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI.

E. Business Associate List of Contacts. BA shall provide to CE the appropriate BA contact information which shall include, at a minimum, the following information: BA or its agents or subcontractors name, type of service(s) provided, first point of contact (title, full name, phone, fax, email, complete address), second point of contact (title, full name, phone, fax, email, complete address) and website URL. As the contact names are changed internally within the BA and its agents or subcontractors, the BA shall provide to CE the updated contact names and associated information in a timely manner and at the time of BA contract renewal (see 45 C.F.R Sections 160.308 and 160.310).

F. Business Associate, Agents, and Subcontractors shall in accordance with 45 C.F.R. Sections 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information agree in writing to create, receive, maintain, or transmit protected information on behalf of the BA in compliance with the same restrictions, conditions, and requirements that apply to the BA with respect to such information. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)].

G. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) business days of a request by CE to enable CE to satisfy covered entity's obligations under 45 C.F.R. Section 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

H. Electronic PHI. If BA receives, creates, transmits or maintains EPHI on behalf of CE, BA will, in addition, do the following:

- a. Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(s) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of CE.
- b. Document and keep these security measures current and available for inspection by CE.
- c. Ensure that any agent, including a subcontractor, to whom the BA provides EPHI, agrees to implement reasonable and appropriate safeguards to protect it.
- d. Report to the CE any Security Incident or suspected security incident of which it becomes aware. For the purposes of this Agreement, Security Incident means, as set forth in 45 C.F.R Section 164.304, "the attempted or successful unauthorized access, use, disclosure,

modification, or destruction of information or interference with system operations in an information system.”

- I. Amendments to Protected Information.** Within five (5) business days of receipt of a request from Covered Entity, for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make any amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations pursuant to 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify Privacy Officer of Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE.
- J. Accounting of Disclosures.** Within five (5) business days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. In addition, the BA and its agents or subcontractors maintain and make available the information required to provide an accounting of disclosures to either “covered entity” or “individual.” At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, address of the entity or person; (iii) a brief description of Protected Information disclosed; and a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual’s authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within three (3) business days of a request forward it to the Privacy Officer of the CE in writing. It shall be the CE’s responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Agreement.
- K. Governmental Access to Records.** BA and its agents or subcontractors shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining compliance with the HIPAA Rules. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- L. Minimum Necessary.** BA or its agents or subcontractors shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure; 45 C.F.R. Section 164.514(d)(3). BA or its agents or subcontractors understand and agree that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary” and shall, to the extent practicable, access, use, and request only Protected Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless BA requires certain direct identifiers in order to accomplish the intended purpose. The information that constitutes the “minimum necessary” shall be determined by the CE based on the minimum amount needed to accomplish its intended purposes.
- M. Data Ownership.** The Business Associate not its agents or subcontractors shall hold any data ownership rights with respect to the Protected Information.
- N. Retention of Protected Information.** Throughout the term of the Agreement, BA and its agents or subcontractors shall retain all protected information and shall continue to maintain the information and documentation thereof for a period of six (6) years from the later of (i) the date of its creation or (ii) termination of the Agreement. BA shall review documentation periodically, and update as needed, in response to environmental and operational changes affecting the security of Protected Information (45 C.F.R. Sections 164.530(j)(2) and 164.526(d)).

- O. Audits, Inspection and Enforcement.** Within five (5) business days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) the confidentiality of all sensitive proprietary information of BA to which CE accessed during the course of such inspection shall be protected by the CE; and (iii) if requested by the BA, a mutually agreed upon nondisclosure agreement shall be executed between CE and BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. The CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract for Services or any addendum.

BA shall notify CE within five (5) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

- P. Privacy, Security, and Breach Notification Compliance Plan.** During the term of this Agreement, Business Associate shall notify CE within three (3) calendar days of any suspected, actual, or Unauthorized Access to, Security Incident or other Breach of security or privacy, privacy event, improper or unauthorized use, intrusion and/or any actual or suspected use or disclosure of protected information in violation of this Agreement or any applicable federal or state laws, rules or regulations. Furthermore, the BA agrees to implement a necessary and appropriate comprehensive compliance plan and training program for the members of its workforce, agents, and subcontractors outlining the Privacy, Security, and Breach Notification Rules required to perform their workforce responsibilities.
- Q. Restrictions on certain disclosures of Protected Information.** Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Information to which CE has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which BA has been notified by CE. In addition, and notwithstanding the provisions of Section 164.522, BA agrees to comply with an individual's request to restrict disclosure of Protected Information to a health plan for purposes of carrying out payment or health care operations if the PHI pertains solely to a health care item or service for which CE has been paid in full by the individual or the individual's representative and to which CE has notified the BA of in writing. However, this restriction shall not affect payment by CE to BA for services provided pursuant to the Contract for Services.
- R. Remuneration for PHI.** Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is (i) for public health activities as described in Section 164.512(b) of the Privacy and Security Rules; (ii) for research as described in Sections 164.501 and 164.512(f) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose; (iii) for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Information; (iv) for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity; (v) for an activity that BA undertakes on behalf of and at the specific request of the CE; (vi) to provide an individual with a copy of the individual's Protected Information pursuant to Section 164.524 of the Privacy and Security Rules; or (vii) other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate.
- S. Remuneration for written communication.** Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless: (i) such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the

Secretary); or (ii) the communication is made on behalf of the CE and is consistent with the terms of this Agreement (iii) on and after February 17, 2010, BA agrees that if it uses or discloses individuals' Protected Information for marketing purposes, it will obtain such individual's authorization before making any such use or disclosure.

- T. Secured vs. Unsecured PHI.** For all Protected Information accessed, used, or disclosed by the BA efforts shall be made, as feasible, to create, manage, disclose and destroy all PHI which is controlled by the BA in ways that meet the criteria established in C.F.R. Parts 160 and 164 Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements Under Section 13402 of Title XIII (Health Information Technology for Economic and Clinical Health Act) of the American Recovery and Reinvestment Act of 2009 thereby yielding 'secured' as opposed to 'unsecured' PHI which takes advantage of the safe harbor established that reduces the requirements for privacy Breach Notification. Faxes and paper copies of PHI are discouraged for all access, use and disclosure in favor of secured, according to the above definition, electronic access, use and disclosure.

III. Obligations of Covered Entity.

- A. It shall not be permissible for a covered entity to ask a Business Associate, agent, or subcontractor to utilize or disclose protected information in any manner that would not be allowable under Subpart E of 45 C.F.R. Part 164 if done by covered entity except if the BA, its agent or subcontractors use or disclose protected information for Data Aggregation or management and administration and legal responsibilities of the BA per terms of the Contract for Services.
- B. CE shall notify BA as follows: (i) of any changes in or revocation of permission by individuals to Use or Disclose their PHI, if such changes affect BA's permitted or required Uses or Disclosures; (ii) of any restriction to the Use or Disclosure of PHI that CE has agreed to under 45 C.F.R. Section 164.522; (iii) of any amendment to the PHI that CE has agreed to.

IV. Business Associate Agreement Term and Termination

- A. Term.** The Term of this Agreement shall be effective as of the executed signature date below, and shall terminate on the same date the Contract for Services terminates or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- B. Termination for Cause.** Business Associate authorizes termination of this Agreement by covered entity, if CE determines BA, its agents, or subcontractors have violated a material term of the Agreement.
- C. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract for Services and shall provide grounds for immediate termination of the Contract for Services, any provision in the Contract for Services to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- D. Judicial or Administrative Proceedings.** Covered Entity may terminate the Contract for Services, effective immediately, if (i) BA, its agent or subcontractor is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA, its agent or subcontractor has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- E. Obligations of Business Associate upon Termination.** Upon termination of the Contract for Services for any reason, BA shall, at the option of CE, return, destroy, or transmit to another Business Associate all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA

shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. BA, its agent or subcontractor are to continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected information to prevent use or disclosure of the protected information, other than as provided for in this Section, for as long as BA, its agent or subcontractor retains the protected information. Business Associate is responsible to ensure the appropriate return, destruction, or transmission of PHI created, received, or maintained by its agents and subcontractors. If Covered Entity elects destruction of the PHI, BA shall certify in writing to Covered Entity that such PHI has been destroyed.

IV. General Provisions

- A. Indemnification.** Business Associate and its agents or subcontractors shall indemnify, defend and hold CE and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") harmless against any and all claims, liability, attorney's fees and costs by the Indemnified Party arising out of or in connection with injuries or damages caused by Business Associate and its agents or subcontractors as a result of BA's, its agent's or subcontractor's actions, conduct, behavior, malfeasance or negligence which result in BA's failure to perform its duties and obligations under this Agreement. Accordingly, on demand, BA and its agent or subcontractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the BA's acts or omissions hereunder. BA's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- B. Disclaimer.** Covered Entity makes no warranty or representation that compliance by BA and its agents or subcontractors with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.
- C. Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that an amendment to the Contract for Services may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from BA that BA, its agent or subcontractor will adequately safeguard all Protected Information.

Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Contract for Services upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract for Services or any addendum when requested by Covered Entity pursuant to this Section or (ii) BA does not enter into an amendment to the Contract for Services or any addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the Privacy Rule, and other applicable laws.

- D. Assistance in Litigation of Administrative Proceedings.** BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract for Services or any addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security

Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

E. No Third-Party Beneficiaries. Nothing express or implied in the Contract for Services or any addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

F. Interpretation. The provisions of this Agreement shall prevail over any provisions in the Contract for Services that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract for Services shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA Rules.

G. Survivorship. The respective rights and responsibilities of BA related to the handling of PHI survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

GLENDAL UNIFIED SCHOOL DISTRICT

Signature: _____

Date: _____

Print Name: _____

Title: _____

PACIFIC CLINICS

DocuSigned by:

CA06E8E4E66D401...

Authorized Signer: _____

Date: 6/12/2023

Print Name: Kim M. Wells

Title: Chief Legal officer

Certificate Of Completion

Envelope Id: 30756B685ED7413FB7B0F7B73A6EAFFA
 Subject: Complete with DocuSign: Glendale USD_MOU School Linked_2023_with BAA.pdf - Revised
 Source Envelope:
 Document Pages: 14 Signatures: 2
 Certificate Pages: 4 Initials: 0
 AutoNav: Enabled
 Enveloped Stamping: Enabled
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Signer Events

Kim M. Wells
 Contracts@pacificclinics.org
 Chief Legal Officer
 PACIFIC CLINICS
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
 Using IP Address: 99.108.36.192

Timestamp

Sent: 6/12/2023 3:58:27 PM
 Viewed: 6/12/2023 4:18:03 PM
 Signed: 6/12/2023 4:18:19 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/12/2023 4:18:03 PM
 ID: 2032fb7d-c9d9-4597-afbe-0e491a3a55e5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2023 3:58:27 PM
Certified Delivered	Security Checked	6/12/2023 4:18:03 PM
Signing Complete	Security Checked	6/12/2023 4:18:19 PM
Completed	Security Checked	6/12/2023 4:18:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Pacific Clinics (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Pacific Clinics:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: gnguyen@pacificclinics.org

To advise Pacific Clinics of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at gnguyen@pacificclinics.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Pacific Clinics

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to gnguyen@pacificclinics.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Pacific Clinics

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to gnguyen@pacificclinics.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Pacific Clinics as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Pacific Clinics during the course of your relationship with Pacific Clinics.