

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

BOARD OF EDUCATION
AGENDA

July 13, 2021
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 13, 2021

“Preparing our students for their future.”

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

Please Note Times	
4:30 P.M. -	Opening, Acknowledgments and Recognitions Public Communications
	Closed Session
6:15 P.M. -	Regular Meeting Superintendent’s Updates Information, Action, Consent Calendar, Reports

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, Glendale Unified Board of Education meetings will be closed to the public until social distancing directives have been lifted.

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 – 4:30 P.M.**
- 1. Call to Order and Roll Call**
 - 2. Pledge of Allegiance**

A. OPENING - continued

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

B. ACKNOWLEDGEMENTS AND RECOGNITIONS

1. Crescenta Valley High School Senior Receives Superior Rating at The California Music Educators Association's State Virtual Solo Festival

Sonya Siegel-Chanen, a senior at Crescenta Valley High School received a Certificate of Achievement and a Superior Rating for her flute solo performance.

C. COMMUNICATIONS FROM THE PUBLIC

1. Public Communications – NOTE MODIFIED PROCEDURES DURING COVID-19 (CORONAVIRUS) PANDEMIC

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. Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, Glendale Unified Board of Education meetings will be closed to the public until social distancing directives have been lifted. In order to facilitate public participation at meetings, the Board will accept public communications via teleconference until further notice. If you wish to make a public comment at an upcoming meeting, please follow the instructions 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 advanced 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 accommodation.

C. COMMUNICATIONS FROM THE PUBLIC - continued

Instructions for public communications:

1. A survey “sign up” will be posted at www.gusd.net/communication for members of the public who wish to speak on items at 4:00 p.m. on the day of the meeting (30 minutes prior to the start of the public meeting).
2. Speakers should fill in their name and select which item they wish to address the board.
3. Speakers are asked to attend the board meeting virtually through the Zoom invitation link: <https://glendaleusd.zoom.us/j/82399349232>
4. Only those who have completed the speaker sign up survey will be allowed to enter the Zoom meeting.
5. When it is time for a speaker to address the Board, their name will be called and the microphone on their Zoom account will be activated. Speakers must be present in the Zoom meeting when their name is called in order to be given an opportunity to address the Board.
6. Speakers should rename their Zoom profile to their real name to expedite this process.
7. Speakers are requested to state their name prior to addressing the Board.
8. After a speaker completes their public comment or if the five minute time limit has been reached, the microphone for the speaker’s Zoom profile will be muted.
9. The speaker sign up survey and Zoom teleconference links will be closed following the Public Communications portion of the meeting.
10. If you wish to make a public comment and do not have access to the internet, please call the Glendale Unified Public Information Office at 818-241-3111 x1218 by 3:00 p.m. on the day of the meeting to make alternate arrangements.

D. CLOSED SESSION

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. **Threat to Public Services or Facilities (Government Code Section §54957)**
Consultation with: Dr. Vivian Ekchian, Superintendent
3. **Conference with Legal Counsel – Litigation – Significant exposure to litigation**
pursuant to paragraph(2) of subdivision(d) of Section §54956.9:
 - (1) LA-CO-1800-E
 - (2) EEOC Charge No. 480-2021-02367

E. RETURN TO REGULAR MEETING – 6:15 P.M.

F. SUPERINTENDENT’S UPDATE

1. **2021-2022 School Year Update**

G. INFORMATION

1. **Budget Update** 13

This report will provide information on the final State Budget.
2. **Board Priorities 2021-22** 14

Each year, as part of the overall planning process, the Board of Education establishes priorities that identify major focus areas for the district. This report is being presented for the Board of Education to determine its priorities for 2021-2022.

G. INFORMATION - continued

3. Board of Education School Site Assignments for 2021-2022 16

Each year, members of the Board of Education are assigned to various schools. At the June 15, 2021 Board meeting, Board members asked to see another option to include two Board representatives at each high school and middle school. This report provides an opportunity for the Board to review both options, modify as necessary, for final determination.

4. Board of Education – District Related Committee, Organization, and Legislative Assignments 18

Each year, the Board President assigns Board members to various committees and other representative functions. Attached is the final list of board assignments, which will be in effect through April 2022.

5. Trustee Election Area Process 20

This report will provide information regarding Trustee Election Area Process.

6. Proposed Basic Textbooks for Use in Middle and High Schools in the Area of World Languages and Cultures 22

The proposed textbooks (Epic Korean 1, Epic Korean 2, Epic Korean 3, and Epic Korean 4) are submitted for review and discussion by the Board of Education. The books have been reviewed for content and evaluated by members of the World Languages and Cultures Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbooks to the Board of Education.

7. Acknowledgements of Service 24

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.

H. ACTION

1. Approval to Renew Q Maintenance and Support with Aequitas 28

The Superintendent recommends that the Board of Education approve the annual maintenance and support renewal for the District’s Q Student Information System with Aequitas for the 2021-2022 school year for a total amount of \$149,126.68 and will be funded by the Educational Technology and Information Services budget.

2. Approval to Renew Blackboard Services 51

The Superintendent recommends that the Board of Education approve the annual renewal of Blackboard services for district websites, parent and student communications and the district app for the 2021-2022 school year in the amount of \$140,000.00 and will be funded by Educational Technology and Information Services budget.

H. ACTION - continued

- 3. Approval of Agreement with LACOE for the COVID-19 ELC Grant 55**
- The Superintendent recommends that the Board of Education approve an agreement with LACOE for the COVID-19 ELC Grant, which will provide up to \$3,971,749 of reimbursement for COVID related testing expenditures.
- 4. Approval of Memorandum of Understanding with Hathaway-Sycamores for Providing Educational Support Services 78**
- The Superintendent recommends that the Board of Education approve the Memorandum of Understanding between Glendale Unified School District and Hathaway-Sycamores Child and Family Services agency for the 2021-2022 school year for the delivery of Educational Support Services (ESS) in the amount of \$4,300 per month per case.
- 5. Approval of Foothill SELPA and Hathaway-Sycamores Memorandum of Understanding 83**
- The Superintendent recommends that the Board of Education (Administrative Unit for the Foothill SELPA) approve the Memorandum of Understanding between Foothill SELPA and Hathaway-Sycamores Child and Family Services agency for the 2021-2022 school year in the amount of \$344,452 for educational services and an amount up to \$128,304 for therapeutic services.
- 6. Approval of Agreement Between Glendale Unified School District and Beach Cities Learning 90**
- The Superintendent recommends that the Board of Education approve the agreement with Beach Cities Learning for the 2021-2022 school year in the amount of \$225,000 and \$75 per hour for additional therapy.
- 7. Approval of Agency Contracts for Special Education Services for the 2021-2022 School Year 95**
- The Superintendent recommends that the Board of Education approve the contracts between Glendale Unified School District and various agencies for the 2021-2022 school year to provide special education services for students not to exceed \$4,910.00
- 8. Variable Term Waiver Request for Certificate of Completion of Staff Development (CCSD) for the 2021-2022 School Year 97**
- The Superintendent recommends that the Board of Education approve the Variable Term Waiver Requests for the hiring of teachers on waiver permits.
- 9. Authorization for Glendale Schools Management Association 99**
- The Superintendent recommends that the Board of Education approve the authorization for Glendale Schools Management Association (GSMA).

I. 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 101

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

- a. Regular Meeting No. 29 June 15, 2021

2. Certificated Personnel Report No. 1 110

The certificated report recommends approval of the following:

Maternity leaves of absence, a change of maternity leave of absence, an extension of maternity leave of absence, a parental leave of absence, a health leave of absence, extension of health leaves of absence, family & medical leaves of absence, a change of family & medical leave of absence, extension of family & medical leaves of absence, a rescission of general purpose leave of absence, general purpose leaves of absence, home responsibility leaves of absence, additional assignments, change of management positions, change of assignments, a voluntary decrease in assignment, voluntary increase in assignments, an election to management position, elections, elections hourly/daily, additional compensation, transportation authorizations, revisions to previous personnel reports, personal services agreements, consulting teachers for 21-22 and conference/workshop/meeting authorizations.

3. Classified Personnel Report No. 1 159

The classified report recommends approval of the following:

Medical leave of absence; extension of medical leave of absence; family & medical leave of absence; extension of family & medical leave of absence; change of maternity leave of absence; parental leave of absence; termination – exhaustion of benefits; termination – probationary; deceased; additional assignments; change of assignments; revisions to previous board report; election of classified hourly substitutes; election of classified/non classified hourly substitutes; personal services agreements; and transportation authorizations.

4. Warrants 197

The Superintendent recommends that the Board of Education approve Warrants totaling \$25,854,097.42 for June 1, 2021 through July 7, 2021.

5. Purchase Orders 202

The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$5,238,172.31 for the period of June 7, 2021 through July 2, 2021.

I. CONSENT - continued

- 6. 2020-21 Transfer of Cash Balance from the General Fund (01.0) Central RDA Revenue to the Capital Project and Improvement Fund (40.1) 217**

The Superintendent recommends that the Board of Education approve the 2020-21 cash balance transfer of \$1,582,108.03 from the General Fund (01.0) to the Capital Project and Improvement Fund (40.1). This represents the District's portion of tax increment funding from City's Central Redevelopment Project area.

- 7. 2020-21 Transfer of Cash Balance from the General Fund (01.0) San Fernando Corridor RDA to the Capital Project and Improvement Fund (40.1) 218**

The Superintendent recommends that the Board of Education approve the 2020-21 cash balance transfer of \$2,043,857.91 from the General Fund (01.0) to the Capital Project and Improvement Fund (40.1). This represents the District's portion of tax increment funding from City's San Fernando Corridor Redevelopment Project area.

- 8. Acceptance of Actuarial Study Related to the Pre-Funding of Retiree Medical Cost 219**

The Superintendent recommends that the Board of Education accept the actuarial study related to the pre-funding of retiree medical cost. The importance of the identification and planning for the costs associated with retiree medical benefits has been addressed by the Governmental Accounting Standards Board (GASB-75). This report provides information regarding the estimated accrued but unfunded cost of health and welfare benefits provided to employees upon their retirement.

- 9. Acceptance of the 2020 Equipment Assistance Grant for Balboa and R.D. White Elementary Schools 250**

The Superintendent recommends that the Board of Education accept the 2020 Equipment Assistance Grant award in the amount of \$99,939 for Balboa and R.D. White Elementary Schools serving lines.

- 10. Memorandum of Understanding (MOU) with the Glendale Family YMCA for Use of Facilities 252**

The 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 Daily Continuation High School and use of Administration Parking lot by the Glendale YMCA. There is no cost to either party

- 11. Agreement with the Glendale Family YMCA for Use of Facilities 255**

The Superintendent recommends that the Board of Education approve an agreement with the Glendale Family YMCA for use of facilities in conjunction with the Special Education Transition Program for 2021-22 school year for \$1,600 paid from Unrestricted General Fund (01.0).

I. CONSENT - continued

- 12. Approval of Memorandum of Understanding with the Verdugo Woodlands Dad’s Club 258**
- The Superintendent recommends that the Board of Education approve a Memorandum of Understanding (MOU) with Verdugo Woodlands Dad’s Club for use of facilities. The cost of these services is \$30 an hour not to exceed \$9,120 for school days during the period of August 18, 2021 and June 13, 2022 paid by the Unrestricted General Fund (01.0).
- 13. Approval of Agreement with AbilityFirst of Southern California for Use of School Facilities 262**
- The Superintendent recommends that the Board of Education approve the agreement with AbilityFirst of Southern California for the use of District facilities for the operation of an extended day care recreational program for 2021-22 (formerly operated by Easter Seals of Southern California).
- 14. Agreement with FilmL.A., Inc. 268**
- The Superintendent recommends that the Board of Education approve a one-year extension of the agreement between Glendale Unified School District and FilmL.A., Inc.
- 15. Extension of Memorandum of Understanding with Western Diocese of the Armenian Church of North America 299**
- The Superintendent recommends that the Board of Education approve the Memorandum of Understanding with the Western Diocese of the Armenian Church of North America regarding the use of Eleanor J. Toll parking lot for overflow parking.
- 16. Approval of Notices of Completion for Independent Contractor Agreement Nos. 587 through 598 with Convergent Technologies for the Purchase, Programming, and Installation of Security Surveillance Systems at 12 District Sites 304**
- The Superintendent recommends that the Board of Education approve Notices of Completion for Independent Contractor Agreement Nos. 587 through 598 with Convergent Technologies for the purchase, programming, and installation of security surveillance systems at 12 District sites, funded by Measure S funds.
- 17. Agreement with Vital Health Care Inc. for COVID-19 Testing 317**
- The Superintendent recommends that the Board of Education approve an agreement with Vital Health Care Inc. for COVID-19 Testing for 2021-22 school year. This services will be paid from LACOE ELC COVID Testing funds.
- 18. Approval to Renew E-Rate Consulting Services with Rupe Consulting Services, LLC 335**
- The Superintendent recommends that the Board of Education approve the annual E-Rate consulting services with Rupe Consulting Services, LLC for the 2021-2022 school year for a total amount not to exceed \$27,000.00 and will be funded by Educational Technology and Information Services budget.

I. CONSENT - continued

- 19. Approval to Renew the Agreement to Live Stream Board Meetings with Studio Spectrum 344**
- The Superintendent recommends that the Board of Education approve the live streaming renewal from Studio Spectrum for the 2021-2022 school year for a total amount of \$11,850.00 and will be funded by PEG funds.
- 20. Authorization to Dispose of Surplus Property 347**
- The Superintendent recommends that the Board of Education declare a test scorer machine located at Equity, Access, & Family Engagement department, and old textbooks located at various school sites as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.
- 21. Approval of Consultant Agreement with Trusted Messenger Marketing (TMM) 349**
- The Superintendent recommends that the Board of Education approve the service agreement with Trusted Messenger Marketing for social media and online management in the amount of \$30,000.00 for the 2021-22 school year, paid from the Unrestricted General Fund.
- 22. Approval of Special Education Master Contracts with Non-Public Schools (NPS) and Non-Public Agencies 365**
- The Superintendent recommends that the Board of Education approve 2021-2022 master contracts between the District and state-certified non-public schools (NPS) and non-public agencies (NPA) that provide services to students in special education programs, as specified on each student's Individualized Education Plan (IEP).
- 23. Quarterly Uniform Complaint Report Summary, Williams Settlement Legislation 367**
- The 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.
- 24. Approval of the Services Agreement between Glendale Unified School District and The Southern CA Learning Corporation, dba Sylvan Learning Center 369**
- The Superintendent recommends that the Board of Education approve the Services Agreement between Glendale Unified School District and The Southern CA Learning Corporation, dba Sylvan Learning Center, in the amount of \$30,000 to provide tutoring for identified refugee students.
- 25. Approval of the Consolidated Application (ConApp) for Federal Programs Under the Consolidation Application and Reporting System (CARS) for 2021-2022 385**
- The Superintendent recommends that the Board of Education approve the Consolidated Application (ConApp) for federal programs under the Consolidated Application and Reporting System (CARS) for 2021-2022.

I. CONSENT- continued

- 26. Approval of Revision to Board Policy 6112 - School Day 412**
- The Superintendent recommends that the Board of Education approve revisions to Board Policy (BP) 6112 (School Day) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.
- 27. Acceptance of Specialized Secondary Programs Cohort 6 Year 2 and 3 Implementation Grant 416**
- The Superintendent recommends that the Board of Education accept a Specialized Secondary Programs (SSP) Cohort 6 Year 2 and 3 Implementation Grant in the amount of \$110,000 for the Hoover High School Careers in Education Pathway.
- 28. Approval of New Course of Study Outlines for Use in High Schools in the Areas of Math and Science 420**
- The Superintendent recommends that the Board of Education approve course of study outlines (Intervention Science A/B and Integrated Intervention Math & Science A/B) for use in high schools in the areas of Math and Science.
- 29. Approval for Renewal of Contract with Panorama Education for Social-Emotional Learning Support in 2021-2022 425**
- The Superintendent recommends that the Board of Education approve the renewal of a contract between Glendale Unified School District and Panorama Education in the amount of \$42,350 to provide social-emotional learning support in the 2021-2022 school year.
- 30. Acceptance of Grant Funds for the German and French Dual Language Programs 432**
- The Superintendent recommends that the Board of Education accept grant funds from the Consulate General of the Federal Republic of Germany for the German FLAG Program at Franklin Elementary School in the amount of \$11,873, and the FACE Foundation for the French FLAG Program at Franklin Elementary School in the amount of \$4,000.
- 31. Agreement with Brandman University 434**
- The Superintendent recommends that the Board of Education approve the School Counseling Agreement between Glendale Unified School District and Brandman University.
- 32. Agreement with California State University Long Beach 443**
- The Superintendent recommends that the Board of Education approve the Educational Affiliation Agreement to provide program experiences to student teachers and interns between Glendale Unified School District and California State University Long Beach.
- 33. Agreement with Claremont Graduate University 455**
- The Superintendent recommends that the Board of Education approve the Educational Affiliation Agreement to provide program experiences to student teachers and interns between Glendale Unified School District and Claremont Graduate University

I. CONSENT - continued

34. Reclassification of Student Records 481

The Superintendent recommends that the Board of Education authorize the reclassification of the student records listed in this Board Report as Class 3 Records, not required by law to be neither retained nor worthy of further preservation by the school district.

35. Memorandum of Understanding (MOU) with the First United Methodist Church of Glendale for Use of Facilities 485

The Superintendent recommends that the Board of Education approve a Memorandum of Understanding (MOU) with the First United Methodist Church of Glendale for the use of the Church's parking lot by GUSD and use of Administration Parking lot by the church. There is no cost to either party.

36. Approval of Consultant Agreement with Bertelli Public Affairs 489

The Superintendent recommends that the Board of Education approve the service agreement with Bertelli Public Affairs for strategic communication support in the amount of \$55,000.00 for the 2021-22 school year, paid from the Unrestricted General Fund.

37. Approval of Agreement with Capitol Advisors Group 508

The Superintendent recommends that the Board of Education approve an agreement with Capitol Advisors Group for consulting and advocacy services, funded by the General Fund.

38. Acceptance of Gifts 513

The Superintendent recommends that gifts to the District be accepted and that letters of appreciation be written to the donors.

J. REPORTS AND CORRESPONDENCE

1. Board

2. Superintendent

K. ADJOURNMENT

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

INFORMATION REPORT NO. 1

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Budget Update**

The final state budget was recently approved. This information report will provide the opportunity to share a summary of the major changes made within the final budget. Topics may include:

- Cost of living adjustment (COLA)
- Case deferrals
- Universal transitional kindergarten
- LCFF
- Expanded Learning Opportunity funding
- One-time funding
- Changes to Independent Study

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

INFORMATION REPORT NO. 2

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
PREPARED IN: Superintendent's Office
SUBJECT: **2021-2022 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 2021-2022.

2020-2021 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 distance, hybrid, and in-person learning programs
- Address learning loss and improve attendance

Foster a Positive Culture of Learning

- Ensure equitable teaching and learning opportunities led by excellence
- Support culturally relevant curriculum that emphasizes inclusion
- Increase parent and family engagement opportunities

Ensure the Health and Safety of GUSD Students and Employees

- Strengthen mental health support and programs
- Develop proactive health and safety procedures
- 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 2021-2022, 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 13, 2021

INFORMATION REPORT NO. 3

TO: Board of Education
 FROM: Dr. Vivian Ekchian, Superintendent
 PREPARED IN: Office of the Superintendent
 SUBJECT: **Board of Education School Site Assignments for 2021-2022**

Each year, members of the Board of Education are assigned to various schools. At the June 15, 2021 Board meeting, the following assignment listed as Option 1 was presented to the Board. Board members asked to see another option to include two Board representatives at each high school and middle school. This report provides an opportunity for the Board to review both options, modify as necessary, for final determination.

OPTION 1

<u>Board Member</u>	<u>School Sites</u>	<u>Board Member</u>	<u>School Sites</u>
Jennifer Freemon →	Hoover High Wilson Middle Edison Elementary La Crescenta Elementary Lincoln Elementary Mann Elementary	Shant Sahakian →	Clark Magnet High Rosemont Middle Fremont Elementary Franklin Elementary Jefferson Elementary Muir Elementary
Nayiri Nahabedian →	Glendale High Cerritos Elementary Keppel Elementary Monte Vista Elementary Verdugo Woodlands Elementary College View – FACTS - Cloud Preschool	Dr. Armina Gharpetian →	Crescenta Valley High Toll Middle Columbus Elementary Marshall Elementary Mountain Avenue Elementary R.D. White Elementary
Greg Krikorian →	Daily High/Verdugo Academy Roosevelt Middle Balboa Elementary Dunsmore Elementary Glenoaks Elementary Valley View Elementary	<u>Board of Education</u> Shant Sahakian, Vice President Nayiri Nahabedian, Vice President Greg Krikorian, Clerk Dr. Armina Gharpetian, Member Jennifer Freemon, Member	

OPTION 2

<u>Board Member</u>	<u>School Sites</u>	<u>Board Member</u>	<u>School Sites</u>
Jennifer Freemon →	Crescenta Valley High Daily High/Verdugo Academy Rosemont Middle Edison Elementary Franklin Elementary La Crescenta Elementary Monte Vista Elementary College View – FACTS - Cloud Preschool	Shant Sahakian →	Glendale High Clark Magnet High Roosevelt Middle Toll Middle Fremont Elementary Glenoaks Elementary Mann Elementary Muir Elementary
Nayiri Nahabedian →	Hoover High Daily High/Verdugo Academy Roosevelt Middle Cerritos Elementary Columbus Elementary Dunsmore Vista Elementary Lincoln Elementary College View – FACTS - Cloud Preschool	Dr. Armina Gharpetian →	Glendale High Crescenta Valley High Wilson Middle Rosemont Middle Marshall Elementary Mountain Avenue Elementary R.D. White Elementary Verdugo Woodlands Elementary
Greg Krikorian →	Hoover High Clark Magnet Toll Middle School Wilson Middle School Balboa Elementary Jefferson Elementary Keppel Elementary Valley View Elementary	<u>Board of Education</u> Shant Sahakian, Vice President Nayiri Nahabedian, Vice President Greg Krikorian, Clerk Dr. Armina Gharpetian, Member Jennifer Freemon, Member	

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

INFORMATION REPORT NO. 4

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED IN: Office of the Superintendent

SUBJECT: Board of Education – District Related Committee, Organization, and
Legislative Assignments

Each year, the Board President assigns Board members to various committees and other representative functions. Attached is the final list of board assignments, which will be in effect through April 2022.

BOARD OF EDUCATION 2021-2022

DISTRICT-RELATED COMMITTEE & ORGANIZATION ASSIGNMENTS	Shant Sahakian	Nayiri Nahabedian	Greg Krikorian	Jennifer Freemon	Dr. Armina Gharpetian
Supt's Facility Advisory Committee				X	X
California School Boards Association-Delegate Assembly (elected position)			X	X	
California Suburban School Districts (CALSSD)			X		
City-GUSD: 2nd Thursday of alternate months with the GCLR, 4:00 p.m., (Alternate City & GUSD locations) (even months, beginning in February)	X	X			
Five-Star Education Coalition – 4 th Friday of month, 9 a.m., location TBD	X	X			
Glendale Civic Leaders Roundtable (GCLR): 2 nd Monday of every other month starting in January, 4:00 p.m., Supt. Conf. Room (odd months)	X	X			
CV/Montrose Civic Leaders Roundtable (CMCLR)	X	X			
Glendale Educational Foundation Board Liaison	X	Rotate			
LCAP Committee	Rotate				
Culturally Relevant & Responsive Education (CRRE)				X	
Legislative Rep.- Supervisor Kathryn Barger (5th district)				X	
Legislative Rep. – Senator Anthony Portantino			X		
Legislative Rep. – Assemblymember Laura Friedman		X			
Legislative Rep. – Congressman Adam Schiff (29th District)					X
Los Angeles County School Trustees Association (LACSTA) Voting Representative – elected by the Board					X
Los Angeles County Committee on School District Organization		X			
Student Advisory Council – Liaison	X				
Verdugo Workforce Investment Board (WIB) (WIA)			X		
World Languages Advisory Committee					X

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

INFORMATION REPORT NO. 5

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
SUBJECT: **Trustee Election Area Process**

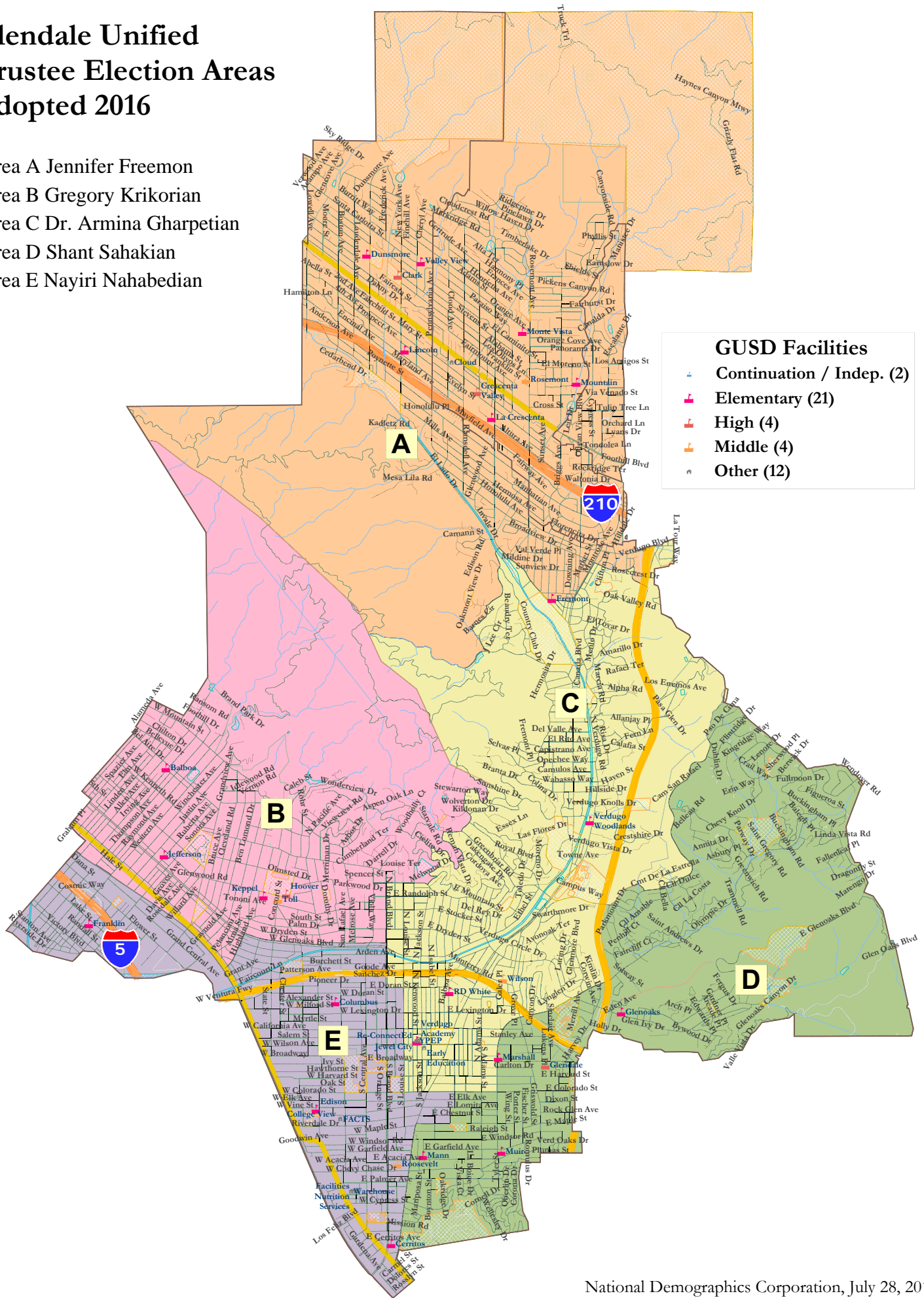
In February 2021, the Census Bureau announced that the population and ethnic data needed for voting area redistricting will not be released until September 30, 2021 due to delays associated with the COVID-19 pandemic.

Under Section 5019.5 of the Education Code, school districts that already elect their governing board members by area are required to review the new census data to determine if the existing areas are in compliance with the population balance requirements of the California Voting Rights Act (CVRA). If not, the district is required to make appropriate adjustments by March 1, 2022.

GUSD will partner with a demographer and CVRA legal counsel to ensure timely completion of the review and approval of any required changes.

Glendale Unified Trustee Election Areas Adopted 2016

- Area A Jennifer Freemon
- Area B Gregory Krikorian
- Area C Dr. Armina Gharpetian
- Area D Shant Sahakian
- Area E Nayiri Nahabedian



GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

INFORMATION REPORT NO. 6

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Proposed Basic Textbooks for Use in Middle and High Schools
in the Area of World Languages and Cultures**

The proposed textbooks (Epic Korean 1, Epic Korean 2, Epic Korean 3, and Epic Korean 4) are submitted for review and discussion by the Board of Education. The books have been reviewed for content and evaluated by members of the World Languages and Cultures Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbooks to the Board of Education.

In accordance with Glendale Unified School District Board Policy 6161.1, the textbooks were available for review by parents and/or members of the community prior to being presented to the Board of Education for their consideration. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbooks to the Board of Education.

MIDDLE AND HIGH SCHOOLS

Department: World Languages and Cultures

Korean 1-2, Grades 9-12

Epic Korean 1 by Haewon Cho, Jae Lee and Hye Shin

Published by Foundation for Korean Language & Culture, 2021

Korean Language & Literature, Grades 9-12

Epic Korean 2 by Haewon Cho, Jae Lee and Hye Shin

Published by Foundation for Korean Language & Culture, 2021

Korean Language & Culture 5-6, Grades 9-12

Epic Korean 3 by Haewon Cho, Jae Lee and Hye Shin

Published by Foundation for Korean Language & Culture, 2021

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Korean 7-8 Honors, Grades 8-12
Epic Korean 4 by Haewon Cho, Jae Lee and Hye Shin
Published by Foundation for Korean Language & Culture, 2021

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

INFORMATION REPORT NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Dr. Darneika Watson, Chief Human Resources and Operations
Officer/Director of Classified Personnel

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. Akhverdyan, Alen Effective 6/30/21
Assistant Principal
Glendale High School
2. Cassidy, Madison Effective 5/28/21
Education Assistant Intensive Support
Special Education Department
3. Clark, Grant M. Effective 6/11/21
Spanish Teacher
Crescenta Valley High School
4. Compton, Anna Effective 6/11/21
Health Assistant LVN/RN
La Crescenta Elementary School
5. Cruz Quiroz, Carlos Effective 6/29/21
Custodian II
Clark Magnet High School
6. Eldred, John R. Effective 7/14/21
Assistant Principal
Crescenta Valley High School

Resignations – Cont.

- | | | |
|-----|--|-------------------|
| 7. | Epstein, Jennifer H.
5 th Grade Teacher
Fremont Elementary | Effective 6/14/21 |
| 8. | Ghazaryan, Meline
Education Assistant Intensive Support
Special Education Department | Effective 6/24/21 |
| 9. | Gonzalez, Andrea
Health Assistant LVN/RN
Verdugo Woodlands Elementary School | Effective 7/16/21 |
| 10. | Guzman, Javier R.
English Teacher
Roosevelt Middle School | Effective 7/19/21 |
| 11. | Hernandez, Lizette
English Teacher
Toll Middle School | Effective 7/16/21 |
| 12. | Kakosian, Sosi
Senior Administrative Secretary
Daily High School | Effective 7/30/21 |
| 13. | Kaloghlian, Lara
Education Assistant Intensive Support
Special Education Department | Effective 6/11/21 |
| 14. | Karg, Christine
Psychologist
Special Education | Effective 7/16/21 |
| 15. | Kim, Donna
Education Assistant II
Verdugo Woodlands Elementary School | Effective 6/28/21 |
| 16. | Mazur, Annie L.
English Teacher
Crescenta Valley High School | Effective 6/11/21 |

Resignations – Cont.

- | | | |
|-----|--|-------------------|
| 17. | Miketta, Robin
1 st Grade Teacher
Fremont Elementary | Effective 7/30/21 |
| 18. | Penglase, Ellen
Teacher Specialist
Special Education | Effective 7/16/21 |
| 19. | Pugel-Gamez, Nicole D.
Culinary Teacher
Glendale High School | Effective 7/16/21 |
| 20. | Torosian, Herminah
Health Assistant LVN/RN
John Marshall Elementary School | Effective 7/02/21 |
| 21. | Uribe Garibay, Sofia
Assistant Physically Handicapped
College View School | Effective 6/04/21 |
| 22. | Vanderlinden, Tracie
CTE Cosmetology Teacher
Glendale High School | Effective 6/14/21 |

Retirements:

- | | | |
|----|--|--|
| 1. | Barzegar, Anoush
Typist Clerk III
EAFE Department | Effective 8/19/21
24 years of service |
| 2. | Benetic, Sandra
Typist Clerk III
CDCC Department | Effective 7/08/21
25 years, 4 months of service |
| 3. | Hamadani, Hala
Education Assistant II
Marshall Elementary School | Effective 6/27/21
21 years of service |

Retirements (Cont.)

- | | | |
|-----|--|---|
| 4. | Keenan, Owen III
Math Teacher
Crescenta Valley High School | Effective 7/17/21
14 years of service |
| 5. | Khodaghlian, Valentin
Cafeteria Worker II
Horace Mann Elementary School | Effective 6/12/21
19 years, 2 months of service |
| 6. | Perez, Beatriz
Typist Clerk II
Hoover High School | Effective 6/12/21
8 years, 6 months of service |
| 7. | Sirota, Michelle M.
Science Teacher
Roosevelt Middle School | Effective 6/12/21
6 years of service |
| 8. | Tadevosian, Elma
Education Assistant II
Fremont Elementary School | Effective 7/03/21
14 years, 10 months of service |
| 9. | Torres, Jimmy
Custodian I
Pacific/Edison Preschool | Effective 7/03/21
12 years, 7 months of service |
| 10. | Woodward, Jeanette L.
1 st Grade Teacher
Verdugo Woodlands Elementary | Effective 7/03/21
22 years, 5 months of service |

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

ACTION REPORT NO. 1

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Frank Schlueter, Director, Educational Technology & Information Services

SUBJECT: Approval to Renew Q Maintenance and Support with Aequitas

The Superintendent recommends that the Board of Education approve the annual maintenance and support renewal for the District's Q Student Information System with Aequitas for the 2021-2022 school year for a total amount of \$149,126.68 and will be funded by the Educational Technology and Information Services budget.

The Glendale Unified School District (GUSD) subscribes to multiple services offered by Aequitas that are combined in a single coterminous contract.

The primary service GUSD subscribes to is the maintenance agreement with Aequitas to provide upgrades and support for the District's Q Student Information System. The agreement provides full support for the Q product, including CALPADS support, rights to all source code and discounts on extended services. Aequitas is the only company that provides support for Q student information systems.

Q Pulse is a dynamic dashboard integrated within the Q Student Information System to serve three purposes:

- To provide schools with formative, timely, and actionable data throughout the year and foster data-driven decision-making and support.
- To tightly align school goals and District office efforts to both the California (CA) State Dashboard and the Local Control and Accountability Plan (LCAP).
- To provide greater access to commonly requested data points.

Aequitas also offers Professional Development (PD), which is a series of short online trainings that cover a variety of modules and tasks within the Q Student Information System. This is a useful and powerful resource to help train teachers, staff and substitutes in the proper usage of Q.

Glendale Unified School District
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Q continues to be one of the most cost effective Student Information Systems and meets GUSD's needs with updated features and custom configurations. It remains the best solution for GUSD for its cost and capabilities.

It is recommended to renew the subscription for all three services (Q Annual Maintenance and Support, Q District Pulse Annual Maintenance and Support, and Q Professional Development Annual Subscription). The costs to renew all three subscriptions for the 2021-2022 school year is \$149,126.68.

TO SUPPORT BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.



**Q License Agreement
No. 09-0020**

**Glendale Unified School District
223 N Jackson Street
Glendale, CA 91206**

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This Agreement (including all attached Exhibits) ("Agreement") is made this 1st day of July, 2018 ("Effective Date") between Aequitas Solutions, Inc., with offices at address 7365 Carnelian Street, Suite 208, Rancho Cucamonga, CA 91730 ("Aequitas") and Glendale Unified School District with offices at 223 N Jackson Street Glendale, CA 91206 ("Client"). Aequitas and Client are each a "Party," and collectively shall be referred to as "Parties."

WHEREAS, Aequitas is developing an enterprise student information and management solution and owns certain software useful to schools and school districts for the purpose of managing student related data (the "Q Software Suite"); and

WHEREAS, the Client desires to acquire a license from Aequitas to the Q Software Suite and Aequitas desires to grant Client such a license for such uses pursuant to the terms and conditions hereof; and

WHEREAS, the Client wishes to have Aequitas provide maintenance and support services for the Q Software Suite;

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein, and for other good and valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions

- 1.1 "Additional Services" shall mean professional fee-based consulting, training, and custom development services performed by Aequitas on behalf of Client.
- 1.2 "AMS Fee" shall mean the fee for Q Software Suite AMS as set out on Exhibit "B";
- 1.3 "Deliverables" shall mean software, documentation, goods, components, programs, practices, or methods that constitute the Q Licensed Software.
- 1.4 "Documentation" shall mean all standard written user information, whether in electronic, printed or other format, delivered to Client by Aequitas with respect to the Q Licensed Software, now or in the future, including but not limited to instructions, on-line help messages, manuals, and other publications of Aequitas or its licensors that contain, describe, explain, or otherwise relate to the Q Licensed Software.
- 1.5 "Licensed Use" shall mean any use of the Q Licensed Software by the Client for any non-life threatening function for any Client-owned building, site, program, or location.
- 1.6 "Q Licensed Software Upgrades" shall mean all future updates, changes, modifications or enhancements to the Q Licensed Software listed in Exhibit "A". All future Q Licensed Software Upgrades are included in the Q Software Suite AMS Fee.
- 1.7 "Q Licensed Software" shall mean the Q Software Suite, including software, database, electronically readable product, whether in Source, machine readable, or object code, user manuals, training material, all Software Modifications, all Q Licensed Software Upgrades, all Technical Information and Documentation provided to Client or created by or for Client pursuant to this Agreement now or in the future,

regardless of the language, medium or format in which any of the foregoing may be stored, recorded, or delivered, and all of which is or has been developed by, owned by, a work product of and/or copyrighted by Aequitas.

- 1.8 "Q Software Suite AMS Fee" shall mean the prorata portion of the AMS Fee attributed to the Q Software Suite AMS and the Licensed Use in accordance with the provisions of this Agreement, all as specified on Exhibit "B."
- 1.9 "Q Software Suite AMS" shall mean annual maintenance and support of Q Licensed Software. Q Software Suite AMS is included in the AMS Fee, in accordance with Exhibit "B."
- 1.10 "Q Software Suite" shall have the meaning set forth in the third recital.
- 1.11 "Services" shall mean Q Software Suite AMS and Additional Services.
- 1.12 "Source Code Modification" shall mean changes, enhancements, or additions to Source Code by or on behalf of the Client for internal use.
- 1.13 "Source Code" shall mean the Q Licensed Software in original un-compiled programmatic format.
- 1.14 "Technical Information" shall mean all technical information, know how, schematics, databases, charts, tables, graphs, spreadsheets, algorithms, methods, and other proprietary information relating to the structure, functionality, and uses of the Q Software Suite, regardless of medium of expression (whether now known or hereafter developed), other than computer programs and Documentation that may be supplied to Client under this Agreement.
- 1.15 "Trade Secret" shall mean the documentation, program structure, logic, data structures, design, processes, procedures, formulae, and algorithms contained in the ordered set of instructions which together constitute the Q Licensed Software that may be disclosed by either the Software or the Documentation that constitute a trade secret under applicable law. Trade Secret does not include information that is publicly known through no fault of Client or Client's employees, contractors, or agents, nor does it include information which is lawfully received by Client from a third party not bound in a confidential relationship to Aequitas.

2. License Grant.

- 2.1. **Grant and Conditions.** Upon the Effective Date of this Agreement, Aequitas hereby grants to Client a non-exclusive, non-transferable, non-sub-licensable, revocable license to use the Q Licensed Software, as such is developed by Aequitas, for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Aequitas if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to pay the initial annual AMS Fee in full in a timely fashion. Upon Client's payment in full of the first annual AMS Fee, this limited license shall become paid-up, permanent, and perpetual, subject to the restrictions on use and other terms set forth in this Agreement.
- 2.2. **Proprietary Software.** Client acknowledges and agrees that the Q Licensed Software is comprised of commercially valuable, proprietary, confidential products of Aequitas, the design and development of which reflect a considerable effort on the part of skilled development professionals and the investment of considerable time and money, Client shall use best efforts to keep the Q Licensed Software confidential and to prevent any

misuse, unauthorized use, or unauthorized disclosure of the Q Licensed Software by any party, as more particularly set forth in Article 13 below. Title to all complete or partial copies of Q Licensed Software, together with all applicable proprietary rights, including copyrights, patents, and trade secrets, therein are and shall remain the property of Aequitas and/or its licensor(s).

2.3. Restrictions on Licensed Use. Client shall:

- 2.3.1. not disclose the Q Licensed Software to, or allow it to be used by, or for the benefit of, or taken into possession by any unauthorized third party or end user;
 - 2.3.2. unless Aequitas unable to provide Q Software Suite AMS as defined by this Agreement, not alter, decompile, reverse engineer, "unlock," adapt, translate, disassemble or attempt to ascertain or discover any source code or underlying ideas or algorithms of the Q Licensed Software, merge the Q Licensed Software with any other work or create derivative works based on the Q Licensed Software or otherwise modify the Q Licensed Software in whole or in part;
 - 2.3.3. not sell, lease, distribute, license or sublicense the Q Licensed Software to any third party;
 - 2.3.4. not remove any copyright or proprietary rights notice or legend placed upon the Q Licensed Software;
 - 2.3.5. not otherwise act in a manner which would impair the proprietary rights inherent or appurtenant to the Q Licensed Software;
 - 2.3.6. be solely responsible for and utilize customary industry practices for saving, backing-up, securing and storing any and all data inputted into and used in conjunction with the Q Licensed Software; and
 - 2.3.7. be solely responsible for the accuracy and proper input of any and all data inputted into or used in conjunction with the Q Licensed Software.
- 2.4. Copies.** Client may make copies of the Q Licensed Software for internal purposes only. Client will repeat any and all proprietary notices, legends, and markings on any copy of the Q Licensed Software.
- 2.5. Cooperation.** If Client becomes aware of any illegal or unauthorized use or reproduction (including piracy or modification) of the Q Licensed Software or any portion thereof, Client shall immediately inform Aequitas. Client shall reasonably cooperate with Aequitas to investigate such acts.
- 2.6. Source Code.** Client agrees that Source Code is provided as part of this Agreement for the purposes of insuring the Client's ability to run, manage, and maintain Q Licensed Software in the case of Aequitas' failure to remain able to provide Q Software Suite AMS as defined by this Agreement. Client agrees to follow any and all naming conventions, directives, or instructions provided by Aequitas for Source Code Modification. Client shall be solely responsible for supporting and maintaining the Q Software Suite to the extent of Source Code Modifications made by Client.
- 2.7. Software Upgrades.** Client agrees that Q Licensed Software is protected by trade secret and/or copyright law and are proprietary to Aequitas and/or its licensor(s). The placement of a copyright notice on any portion of Q Licensed Software does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same.

3. Limited Warranties.

- 3.1. **Functionality.** For as long as a current Q Software Suite AMS agreement is in effect, Aequitas warrants that the Q Licensed Software will substantially conform to the current Aequitas user manuals and the functional descriptions of the Q Licensed Software in

Aequitas' written proposal to Client (if applicable). In the event of conflict between the aforementioned documents, the then-current Aequitas user manuals shall control. If the Q Licensed Software does not perform as warranted, Aequitas will use commercially reasonable efforts, consistent with industry standards, to cure the defect in accordance with Aequitas' then-current support process. Should Aequitas be unable to cure the defect or provide a replacement product, Client shall be entitled to a refund of the Q Software Suite AMS Fee paid for the defective Q Licensed Software, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date of this Agreement.

- 3.2. **Services.** Aequitas warrants that no Services provided by Aequitas under this Agreement shall violate the rights of any third party.
- 3.3. **Power & Authority.** Aequitas warrants that it has full power and authority to enter into this Agreement and to perform hereunder.
- 3.4. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 3 AND ARTICLE 8 BELOW OF THIS AGREEMENT, AEQUITAS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT AND THE Q LICENSED SOFTWARE AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND DURABILITY; ANY WARRANTY WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT; AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THE Q LICENSED SOFTWARE AND SERVICES SHALL BE PROVIDED ON AN "AS IS" BASIS. ANY CONFIDENTIAL INFORMATION PROVIDED HEREUNDER IS PROVIDED "AS-IS" AND WITHOUT WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS USE RESULTS, ACCURACY, OR PERFORMANCE. AEQUITAS DOES NOT WARRANT THAT THE Q LICENSED SOFTWARE WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT THE USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED (FOR WHATEVER REASON), BE FREE FROM PROGRAMMING OR OTHER ERRORS OR DEFECTS OR WILL BE SAFE FROM VIRUSES, WORMS OR SECURITY BREACHES; AND AEQUITAS DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON AEQUITAS' BEHALF..

4. AMS

- 4.1. **Q Software Suite AMS.** Terms and conditions specific to Q Software Suite AMS are set forth in Exhibit "C". Aequitas may amend the Q Software Suite AMS Agreement and Client shall be deemed to have accepted such amended Q Software Suite AMS Agreement if (a) Aequitas has provided Client with a copy of the amended terms at least 90 days prior to the end of the then-current term and (b) Client fails to provide notice of non-renewal at least 30 days prior to the end of the then-current term.
- 4.2. **AMS Fee.**
 - 4.2.1. The AMS Fee and its method of calculation are set forth on Exhibit "B," and the per-student rate used to calculate the AMS Fee may be modified in the sole discretion of Aequitas, provided any increase of the per-student rate used for calculating the AMS Fee is not greater than 3% over the prior year's per-student rate.
 - 4.2.2. The AMS Fee is non-refundable. Unless Aequitas agrees otherwise in writing or unless provided otherwise under this Agreement, Client shall not be entitled to a refund of any portion of any AMS Fee paid hereunder, and the AMS Fee shall be due Aequitas according to the payment schedule set forth on Exhibit "B," unless the AMS Agreements for the Q Software Suite is not renewed, in accordance with the terms of the AMS Agreement.

5. Additional Services.

5.1. **Terms.** Client and Aequitas agree that Additional Services that fall outside the scope of this Agreement may be requested in writing by Client. If Aequitas agrees to provide such Services, the Parties will acknowledge their agreement in a work order containing the terms under which Aequitas will provide those Additional Services. Additional Services will then be billed according to rates and fees set forth in Exhibit "B," unless mutually agreed in the work order or otherwise in writing executed by both Parties prior to the initiation of the Additional Services.

5.2. **Expenses.** Expenses shall be billed in accordance with the then-current Aequitas Business Travel Policy, based on Aequitas' usual and customary practices, a copy of which will be supplied upon request. Copies of receipts shall be provided on an exception basis at no charge.

5.3. **Cancellation of Services.** In the event Client cancels Additional Services less than two (2) weeks prior to the date on which such Additional Services are to commence, Client is liable to Aequitas for (i) all non-refundable expenses incurred by Aequitas on Client's behalf; and (ii) daily fees associated with the canceled Additional Services if Aequitas is unable to re-assign its personnel.

6. **Taxes.** The fees set forth in this Agreement and/or Exhibits do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Aequitas to the proper authorities and shall be invoiced to Client and reimbursed by Client to Aequitas. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Aequitas on the Effective Date of this Agreement. In such event, Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client shall provide Aequitas with Client's tax-exempt certificate.

7. **Mutual Indemnification.** Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claim of third parties for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation delegated to such Party under this Agreement. This indemnity shall survive termination of this Agreement for one year.

8. **Intellectual Property Warranty and Indemnification.** Aequitas warrants, to the best of its knowledge, that neither the Q Licensed Software in the form delivered by Aequitas to Client, nor its authorized use under this Agreement will infringe any valid United States patent or copyright existing at the time of delivery, provided, however, that this warranty does not extend to any infringement arising out of the use of the Q Licensed Software in combination with systems, equipment, or computer programs not supplied by Aequitas, or any use of the Q Licensed Software outside of the United States, or any modification of the Q Licensed Software by Client. Aequitas will indemnify, defend, and hold Client, its officers, agents, and employees harmless from any valid third-party claim of infringement which constitutes a breach of the foregoing warranty, provided that Aequitas must be given prompt, written notice of the claim and allowed, at its option, to control the defense and settlement of any such claim, by the Client. If Client's use of Deliverables is restricted or

may be restricted as the result of a claim of infringement, Aequitas shall have the right but not the obligation, at its option to: a) substitute another functionally equivalent Deliverable; b) modify the allegedly infringing Deliverable to avoid the infringement; c) procure for Client the right to continue to use the Deliverable free of the restrictions caused by the infringement; or d) take back the Deliverable, refund any Q Software Suite AMS Fee associated with that Deliverable (or that Deliverable's pro rata portion of total Q Software Suite AMS Fees, as the case may be) paid to Aequitas. Client will cooperate fully in the defense of any such claim. Client reserves the right to employ separate counsel and participate in the defense of any claim at its own expense. This indemnity shall survive termination of this Agreement for one year.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL AEQUITAS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS ACTIVITIES, OR FAILURE TO REALIZE SAVINGS ARISING OUT OF OR IN CONNECTION WITH THE CLIENT'S USE OF THE Q LICENSED SOFTWARE OR THE PROVISION BY AEQUITAS OF SERVICES. AEQUITAS' LIABILITY FOR DAMAGES AND EXPENSES ARISING OUT OF ANY OBLIGATION OF AEQUITAS UNDER THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO AEQUITAS UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT AEQUITAS HAS ENTERED INTO THIS AGREEMENT AND ANY AMS SERVICES AGREEMENT(S), INCLUDING ANY PRICING TERMS IN ANY OF THEM, IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF THE AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. DISCLAIMER. THE RIGHTS AND REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES.

11. Termination.

11.1. Termination for Convenience. In the event of Client's termination of this Agreement for convenience, Client shall provide Aequitas with ninety (90) days' advance written notice of Client's intent to terminate this Agreement. Client shall pay Aequitas for products delivered, Services rendered, and expenses incurred prior to the effective date of termination upon Aequitas' presentment of an invoice therefor.

11.2. Termination for Cause. In the event of Aequitas' failure to perform under this Agreement, Client shall immediately notify Aequitas in writing of such failure and allow Aequitas a ninety (90) day period in which to cure such failure. If, at the end of the cure period, Aequitas has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Aequitas for all products delivered, Services rendered, and expenses incurred prior to the effective date of termination and not in dispute upon Aequitas' presentment of an invoice therefor. Payment for products, Services, and expenses in dispute will be determined in accordance with the dispute resolution process described in Section 16.12. below.

11.3. Termination for Non-appropriation. If Client should fail to appropriate or otherwise obtain available funds sufficient to purchase, lease, operate or maintain the resources

or otherwise satisfy its obligations under this Agreement, or their equivalent, Client may unilaterally terminate this Agreement upon ninety (90) days written notice to Aequitas. Upon termination, Client shall remit payment for all products delivered, Services rendered, and all expenses incurred by Aequitas prior to the effective date of termination upon Aequitas' presentment of an invoice therefor.

11.4. **Termination for Cause.** In the event of Client's failure to pay any sums due under this Agreement within 90 days of receipt of written notice from Aequitas of the Client's delinquency in making such payment after proper invoicing, Aequitas may, but is not obligated to, terminate the Q Software Suite AMS Agreement. If Client materially breaches either Article 2, Article 12, or Article 13 of this Agreement, Aequitas shall provide Client with written notice of the breach and the obligation to cure the breach, if it is curable, within 30 days. Aequitas may, but is not obligated to, terminate this Agreement immediately upon written notice to Client if, at the end of the cure period, the Client has not cured such breach. Upon such termination, Client shall pay Aequitas for all products delivered, Services rendered, and expenses incurred prior to the effective date of termination and not in dispute upon Aequitas' presentment of an invoice therefor. Payment for products, Services, and expenses in dispute will be determined in accordance with the dispute resolution process set forth below in Section 16.12. below.

11.5. **Obligations upon Termination of This Agreement.** Should this Agreement be terminated for cause pursuant to Section 11.4 as a result of an uncured breach of Articles 2 or 13, Client shall either destroy or return to Aequitas, in Aequitas' sole discretion, all copies of the Q Licensed Software.

12. **No Assignment.** No Party may assign its rights and responsibilities under this Agreement without the other Party's prior written permission which will not unreasonably be withheld.

13. **Confidentiality.** Both Parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate the rights of the disclosing Party or other parties, whether private individuals or entities. Each Party agrees that it will not disclose any confidential information of the other Party, including but not limited to Trade Secrets; that it will use the same degree of care to maintain the confidentiality of confidential information of the other Party as it does for its own confidential information, and in no event less than a commercially reasonable degree of care; and that it will take commercially reasonable action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years, except with respect to Trade Secrets. For Trade Secrets, the confidentiality covenants shall apply so long as the subject matter remains a trade secret. In the event of Freedom of Information Act or similar public record requests or an order of court or other tribunal of competent jurisdiction, confidential information shall be disclosed only to the extent disclosure is required by law or order of the court or tribunal; provided, however, that the receiving Party shall give prompt notice of the service of process or other documentation that underlies such requirement to the disclosing Party and use the receiving Party's best efforts to assist the disclosing Party if the disclosing Party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing Party reserves the right to obtain a protective order or otherwise protect the confidentiality of its confidential information.

14. Protection of Student Education Records

14.1. **Private Data.** Private data and information (“Private Data”) includes paper and electronic student education record information supplied by Client, as well as any data provided by Client students to the Aequitas, which is protected by federal and state law, including, but not limited to, 20 U.S.C. Section 1232(g) and Education Code Sections 49060, et seq. Aequitas acknowledges that the Agreement may allow Aequitas access to Private Data. Both Aequitas and Client certify that they will abide by state and federal laws concerning confidential student education records.

14.2. General Terms.

14.2.1. Aequitas does not provide a platform by which pupils can create content; therefore, Aequitas does not provide a means by which pupils may retain possession and control of such content.

14.2.2. Aequitas will not use any Private Data for any purpose other than those required or specifically permitted by the Agreement.

14.2.3. Solely at the Client’s discretion, Q may be configured to allow any authorized user to permit parents, legal guardians, and eligible pupils to review personally identifiable information contained in Private Data, and to correct erroneous information, in accordance with procedures established by the Client.

14.2.4. Aequitas agrees to work with Client to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review pupil records and to correct any inaccuracies therein as described in statement 1.1.3 above.

14.2.5. Aequitas prohibits using personally identifiable information in pupil records to engage in targeted advertising.

14.2.6. If Aequitas is involved in a merger, acquisition, or sale of all or a portion of our assets, including in the case of a bankruptcy, Client will be notified of any change in ownership. In such as case, a successor entity will adhere to the terms of this Agreement with regard to Private Data.

14.2.7. Aequitas will provide thirty (30) days written notice and obtain Client’s written consent which will not be unreasonably withheld prior to making significant changes impacting the collection, use, disclosure or retention of Private Data.

14.3. **Ownership of Private Data.** Private Data obtained by Aequitas from Client continue to be the property of and under the control of the Client.

14.4. **Prohibition On Unauthorized Use Or Disclosure Of Private Data.** Aequitas agrees to hold Private Data in strict confidence. Aequitas shall not use or disclose Private Data received from, or on behalf of, Client except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Client. Aequitas agrees that it will protect the Private Data it receives from, or on behalf of, Client according to commercially reasonable standards and no less rigorously than it protects its own confidential information.

14.5. **Return Or Destruction Of Private Data.** At any time upon request or automatically upon termination, cancellation, expiration or other conclusion of the Agreement, Aequitas shall return all Private Data to Client, or if return is not feasible as determined by Client in a written notice to Aequitas, destroy any and all Private Data.

14.6. **Client Remedies.** If Client reasonably determines in good faith that Aequitas has materially breached any of its obligations under this Article, Client, in its sole discretion, shall have the right to provide Aequitas with a thirty (30) day period to cure the breach,

or terminate the Agreement immediately if cure is not possible. Client shall provide written notice to Aequitas describing the violation and the action it intends to take.

14.7. Maintenance Of The Security Of Electronic Information. Aequitas is committed to maintaining the security and confidentiality of Private Data. To that end, Aequitas implements and adheres to the following policies:

14.7.1. Aequitas shall develop, implement, maintain and use commercially reasonable administrative, contractual, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Private Data received from, or on behalf of, Client or its students, to protect it from unauthorized access, release or use. These measures will be extended by contract to all subcontractors used by Aequitas.

14.7.2. Limiting employee access to student data based on roles and responsibilities

14.7.3. Conducting background checks on employees who have access to Private Data

14.7.4. Conducting privacy training that includes FERPA for employees with access to Private Data;

14.8. Reporting Of Unauthorized Disclosures Or Misuse Of Private Data. Aequitas, within one day of discovery or as soon as practicable, shall report to Client any use or disclosure of Private Data not authorized by the Agreement or in writing by Client. Aequitas' report shall identify: (i) the date and nature of the unauthorized use or disclosure; (ii) the Private Data used or disclosed; (iii) general description of what occurred including who made the unauthorized use or received the unauthorized disclosure; (iv) what Aequitas has done or shall do to mitigate any effect of the unauthorized use or disclosure; and (v) what corrective action Aequitas has taken or shall take to prevent future similar unauthorized use or disclosure; (vi) who at Aequitas the Client can contact. Aequitas shall provide such other information, including a written report, requested by Client. Aequitas will keep the Client fully informed until the incident is resolved.

14.9. Indemnity. Aequitas shall indemnify, defend and hold Client harmless from all claims, liabilities, damages or judgments arising out of the gross negligence of Aequitas, involving a third party, including Client's costs and attorneys' fees, which arise as a result of Aequitas' failure to meet any of its obligations under this Article. No Indemnity is provided by Aequitas to Client for any gross negligence of Client, its employees, officials, board members, or consultants.

15. Payment Terms.

15.1. Aequitas will invoice Client for the AMS Fee annually based on the then-current per-student rate according to the payment schedule set forth in Exhibit "B" for Q Software Suite AMS.

15.2. Aequitas will invoice Client fees for Additional Services, plus expenses (prices do not include travel expenses incurred in accordance with Aequitas' current Business Travel Policy), if and as provided/incurred, according to Exhibit "B".

15.3. Payment is due within thirty calendar (30) days of the invoice date.

15.4. Payment is considered late if not received by Aequitas within thirty (30) days of the invoice date unless prior arrangements have been made. All late invoices will be subject to a minimum fifty dollar (\$50.00) late fee. A finance charge of one and one half percent (1 ½%) per month (18% annually) will be charged on all unpaid balances.

16. General Provisions.

16.1. Entire Agreement. This Agreement represents the entire agreement of Client and

- Aequitas with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
- 16.2. **Notice.** Unless otherwise provided, notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested, (b) hand-delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail, or (e) delivery by a reputable overnight carrier service (In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e)). The notice will be deemed given on the day the notice is first received. Notices must be delivered to the addresses first set forth above in the opening paragraph of this Agreement or at such other addresses as may be later designated by notice.
- 16.3. **Relationship of the Parties.** The Parties intend at all times to be independent contractors. Neither Party is an employee, joint venturer, agent or partner of the other, nor is either Party authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. The employees, methods, facilities and equipment of each Party shall at all times be under the exclusive direction and control of that Party.
- 16.4. **Survival.** Client's obligations shall survive the termination of this Agreement and remain in effect for so long as Aequitas is entitled to protection of its rights in the Q Licensed Software. Any provision of this Agreement, which by its nature or terms extends beyond the termination or expiration of this Agreement, shall remain in effect for the period expressly prescribed in this Agreement or, if there is no such prescription, until fulfilled, and shall apply to respective authorized successors and assigns. These provisions include, but are not limited to Articles 2, 3, 7-10, 13, and 14.
- 16.5. **Headings.** Headings of articles and sections have been inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.
- 16.6. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party hereto and delivered to the other Party hereto.
- 16.7. **Governing Law.** The validity, interpretation and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California.
- 16.8. **Force Majeure.** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Either party shall have the right to terminate this Agreement if force majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for Services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.
- 16.9. **Waiver.** No waiver by either Party of any default under or breach of this Agreement shall be deemed a waiver of any subsequent default or breach of the same or other provisions of this Agreement.
- 16.10. **Severability of Provisions.** In the event that any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, void or unenforceable, such provision or the application thereof shall be deemed stricken and not part of this Agreement so that the remaining portions of this Agreement can be given effect without the invalid void or unenforceable provision or application and to this end,

the provisions of this Agreement are severable.

16.11. Dispute Resolution.

- 16.11.1. In the event of a dispute between the parties arising under or relating to this Agreement (a "Dispute"), that is not resolved amicably within 10 business days or such shorter or longer period as the Parties may mutually agree, the Dispute shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") under the AAA's then prevailing Commercial Arbitration Rules and only the Commercial Arbitration Rules, including if applicable, the portion of those Commercial Arbitration Rules relating to Large Complex Commercial Disputes. Notwithstanding the foregoing, to the extent any provision of this subsection modifies, adds to, or is inconsistent with, any provision of the Commercial Arbitration Rules, the provisions of this subsection shall control.
- 16.11.2. The arbitration shall be held in the County of Riverside, State of California. The arbitration shall be heard by a panel of three neutral arbitrators with five years of experience as an arbitrator and familiarity with computer law. The panel will be selected pursuant to the provisions of Commercial Arbitration Rule R-11.
- 16.11.3. Discovery of all documents and information (including electronically stored information) reasonably necessary for a full understanding and presentation of the Dispute shall be permitted, subject to the right of either party to seek and obtain from the panel limitations on or expansions of the scope of such discovery. Notwithstanding the foregoing, discovery by written interrogatories is not favored and will only be permitted by agreement of the Parties or order of the panel on a showing of good cause. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the panel, which determination shall be conclusive. At the request of a Party, the panel shall have the discretion to order examination by deposition of witnesses to the extent the panel deems such additional discovery relevant and appropriate. All objections made in any depositions are reserved for the arbitration hearing except for objections based on privilege or the disclosure of proprietary or confidential information.
- 16.11.4. The arbitrators shall not award any prohibited damages set forth under Article 9 or damages in excess of those agreed to by the Parties in this Agreement. The decision of the arbitrators shall be final and binding upon the Parties, and judgment upon any award in such arbitration may be entered and enforced in any court of competent jurisdiction. The costs of the arbitration, including the administrative fees and expenses of the arbitration and the expenses and fees of the arbitrators, shall be split equally between the Parties. Each Party shall pay its own attorneys' fees and expenses, except that if a prevailing party in the arbitration is required to initiate proceedings or otherwise incur costs to enforce the award or any judgment issued with respect thereto, that Party shall be entitled to recover its costs and attorneys' fees associated with such action.
- 16.11.5. Notwithstanding anything to the contrary in the foregoing, either Party may, without waiving any remedy under this Agreement or its right to arbitrate any Dispute, seek immediate equitable relief, including a preliminary injunction or temporary restraining order pending the panel's determination of the merits of the Dispute, or other relief in aid of arbitration, including an injunction to compel arbitration. Nothing in this subsection is intended or should be construed to limit the powers of the panel to order preliminary or interim measures or relief.
- 16.11.6. Each Party agrees that the wrongful disclosure of confidential information or the violation of any of the obligations set forth in Articles 2, 12, and 13 may cause irreparable injury that is inadequately compensable in monetary damages.

Accordingly, either Party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Agreement, in addition to any other remedies in law or equity to which that Party may be entitled. Furthermore, the Parties agree to waive any requirement that a Party seeking injunctive relief post bond as a condition for obtaining any such injunctive relief.

- 16.11.7. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT.
- 16.12. **Insurance.** Aequitas warrants that it will at all times maintain commercially reasonable levels of general liability and workers compensation insurance of no less than \$1,000,000.
- 16.13. **Modification.** This Agreement may not be modified in any way, except by a written instrument signed by each Party.
- 16.14. **Construction.** Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. References herein to any Article, Section, or Exhibit shall be to an Article, Section, or Exhibit, as the case may be, hereof unless otherwise specifically provided. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term, or matter. The word "or" shall not be exclusive. There shall be no presumption of interpreting this Agreement or any provision hereof against the draftsperson of this Agreement or any such provision.
- 16.15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.

IN WITNESS WHEREOF, the undersigned certify and warrant that they understand the legal significance of, and have the legal authority to bind the organizations they represent to, the terms in this Agreement.

Glendale Unified School District

Aequitas Solutions, Inc.

By: _____

By: John W. Uhler

Name: _____

Name: John W. Uhler

Title: _____

Title: CEO

Date: _____

Date: 06/04/18

Exhibits Attached

- Exhibit "A" - Q Licensed Software ____X____
- Exhibit "B" - Service Fees & Payment Schedule ____X____
- Exhibit "C" - Q Software Suite AMS Agreement ____X____
- Exhibit "D" - Current Support Policies ____X____

Exhibit "A" - Q Licensed Software*

Product	(L)icense / (S)ubscription	License Date
Q	L	7/1/12
Q Source Code for licensed products only	L	7/1/12
Q Food Service Online Applications		
Q Food Service POS		
Q Service Tracker		
Q Student Body Accounting	L	7/1/12
Q Communications		
Q District Pulse	S	9/1/18
Q Assessment		
Q Learning Management		
Q SLE Agent		
Q Special Education	L	7/1/12
Q Online Pre-Enrollment	L	7/1/12
Q Online Re-Enrollment	L	7/1/12
Q Web API		

* Additional modules may be added to this list as they become available

Exhibit "B" - Current Services Fees & Payment Schedule

Current District ADA: 26,071

Due Date	Description	Payment Amount	Notes
7/1/18	Q Annual Maintenance fee calculated on the basis of \$3.35 per student	\$87,772.67	
7/1/18	Q District Pulse subscription fee calculated on the basis of \$2.00 per student / year. Prorated Sept 2018 - June 2019	\$43,361.66	
Billed Monthly	District Pulse Implementation Services	\$30,000.00	
Billed Monthly	Implementation Services		Requires a work order signed by both Parties. Billed as incurred.
Billed Monthly	Consulting Services	\$1,500/day	Requires a work order signed by both Parties. Billed as incurred.
Billed Monthly	Hourly Service Rate	\$187.50/hr	Requires a work order signed by both Parties. Billed as incurred.

- 1.1. All payments are due and payable according to the schedule set forth above.
- 1.2. The AMS Fee is recalculated each year using the district's current ADA or enrollment. The per-student rate for the AMS Fee will not increase more than 3% in any year, and Aequitas must provide Client with written notice of any changes in this rate at least 90 days prior to the end of the then-current term.

Exhibit "C" - Q Software Suite AMS Agreement

This Q Software Suite AMS Agreement ("Q AMS Agreement") is made this 1st day of July, 2018, between Aequitas Solutions, Inc., with offices at address 7365 Carnelian Street, Suite 208, Rancho Cucamonga, CA 91730 ("Aequitas") and Glendale Unified School District with offices at 223 N Jackson Street Glendale, CA 91206 ("Client").

WHEREAS, the Parties have entered into an Aequitas Solutions Q License Agreement dated 07/01/18 ("Main Aequitas Agreement"); and

WHEREAS, Aequitas desires to support and maintain the Q Software Suite; and

WHEREAS, Client desires to have Aequitas support and maintain the Q Software Suite;
and

WHEREAS, the Client has acquired a license to the Q Software Suite from Aequitas under the Main Aequitas Agreement;

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein, and for other good and valuable consideration set forth herein, the Parties hereby agree as follows:

1. **Q AMS Agreement.** This Q AMS Agreement is effective on payment of the current AMS Fee, as set forth in Exhibit "B" to the Main Aequitas Agreement and shall remain in force for a one (1) year term or such other term as the Parties may specify in a written amendment to this Q AMS Agreement signed by both Parties. This Q AMS Agreement will automatically renew for subsequent one (1) year periods upon the payment of the then-current AMS Fee, unless cancelled by either party in writing thirty (30) days prior to the end of the then-current term.
2. **AMS Terms, Conditions, Limitations and Exclusions.**
 - 2.1. For so long as the Main Aequitas Agreement and this Q AMS Agreement are in effect, Aequitas shall, in a professional, good and workmanlike manner, perform its obligations in accordance with Aequitas' support process, which may be modified by Aequitas from time to time upon notice to Client, in order to conform the Q Licensed Software to the applicable warranty under the Main Aequitas Agreement. A copy of the current Aequitas support process is set out in Exhibit "D" to the Main Aequitas Agreement. Aequitas reserves the right to refrain from initiating or to suspend maintenance and support services if Client fails to pay undisputed AMS Fees within sixty (60) calendar days of the due date. Provided the Main Aequitas Agreement has not been terminated, Aequitas will reinstate maintenance and support services upon Client's payment of the overdue AMS Fees, plus any applicable late fees or assessments, as set forth in the Main Aequitas Agreement.
 - 2.2. Aequitas shall provide Client with all future updates and releases for modules listed in Exhibit "A" that Aequitas makes to the Q Licensed Software for no additional cost so long as a current Q AMS Agreement is in effect. Client acknowledges and agrees that a new release of the Q Licensed Software is for implementation in the Q Licensed Software as the Q Licensed Software exists without Client customization or modification, and that Aequitas reserves the right to cease maintaining or supporting a prior release of the Q Licensed Software twelve (12) months after shipping a new release of the Q Licensed Software. Client acknowledges and agrees that fixes to software issues may occur in

only the latest release of the Q Licensed Software with the exception of major issues determined by agreement of the Parties that Client's ability to continue to operate the Q Licensed Software is materially hindered.

2.3. Q Software Suite AMS Fees do not include installation or implementation of the Q Licensed Software, onsite support (unless Aequitas cannot remotely correct a defect in Q Licensed Software), application design, Additional Services, support of an operating system or hardware, or support outside of Aequitas' normal business hours.

3. Client Responsibilities.

3.1. For the purposes of maintenance and support, Client shall provide, at no charge to Aequitas, full and free access to the Q Licensed Software; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance and support services set forth herein.

3.2. Aequitas utilizes industry-standard, secure commercial remote connectivity tools to provide remote maintenance and support services. Client shall maintain for the duration of the Main Aequitas Agreement and this Q AMS Agreement a high-speed Internet connection capable of connecting to Client's PC's and server(s). Aequitas, at its option, shall use the connection to assist with problem diagnosis and resolution.

3.3. Client acknowledges and agrees that if Client modifies Source Code, Client will assume sole responsibility for support and maintenance of such Source Code Modifications. If Aequitas is required to support any such Source Code Modifications or determines that an issue is caused by such a Source Code Modification, Client agrees to pay the hourly service rate identified in Exhibit "B" for Additional Services.

4. Definitions. All defined terms shall have the meaning as set forth herein, or if none, the meaning set forth for such terms in the Main Aequitas Agreement shall apply.

5. Conflict. Should any term of this Q AMS Agreement conflict with any term contained in the Main Aequitas Agreement, the Main Aequitas Agreement will control.

6. Main Agreement Terms. To the extent applicable to the provision of Q Software Suite AMS, the terms and conditions of Articles 2-3, 4.1, 5-7, 9-10, and 12-16 (excluding Section 16.14) of the Main Aequitas Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned certify and warrant that they understand the legal significance of, and have the legal authority to bind the organizations they represent to, the terms in this Q AMS Agreement.


Glendale Unified School District

By:

Name:

Title:

Date:


Steve Dickinson
CBO
12-6-19

Aequitas Solutions, Inc.

By:

Name:

Title:

Date:

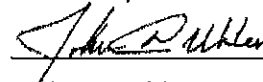

John W. Uhler
CEO
06/04/18

Exhibit "D" - Support Services Description

Definitions and capitalization in this section are intended for this Exhibit only and do not affect the rest of this document.

Aequitas Solutions, Inc. offers multiple support options to our clients. These options include:

- Standard Support (included with Annual Maintenance and Support Contracts)
- Extended Support (billable support)
- Consulting (billable consulting for services requested by client)
- Training (billable training sessions, remote or on-site, requested by client)

Standard Support

Aequitas provides telephone and e-mail assistance to clients to help in general use, post-implementation configuration changes and other problems experienced during the course of normal system utilization. Our support is designed to work with qualified, pre-designated points of contact for the district. Normally, we do not provide end-user support as this service is most aptly provided by qualified internal district personnel that are acquainted with the internal district setup, configuration and policies.

Our highly trained and qualified support personnel will work with you and your staff to help insure that you are able to use your system to its fullest capabilities. Every person at Aequitas Solutions participates in providing support to our customers. This helps us to insure that our staff is qualified and knowledgeable and that we are able to always effectively support our customers.

Our normal support hours are 7 AM to 5 PM PST. Users are able to enter prioritized support tickets through our helpdesk website 24x7 where they can also track the status of and update any outstanding support requests. Additionally, there is a FAQ system where common issues, their resolutions, tips, tricks and how-to articles are posted so that users can perform self-service support anytime.

Our goal is to resolve all issues as quickly as possible. Because of workload and priority response times may vary, however, we make every attempt to adhere to the following schedule:

Event Priority	Response Time	Resolution Time
Low	24 hours if possible, otherwise within 48 hours	1 week following initial response
Normal	End of business if possible, otherwise within 24 hours	72 hours following initial response
High	Immediate	Depends on issue. Immediately if possible, otherwise within 24 hours.

Standard support is geared to handle basic use and configuration issues and to help customers in the case that the software is not working as designed (typically referred to as a bug). If a bug is encountered and our support team can duplicate it, our developers will then attempt to address that issue and release a fix as part of the support and maintenance contract. Depending on the issue, fixes may be released as part of the next service pack, individually or may include a work-around until such time as a fix can be made available.

Extended Support

Extended support is provided for those instances where the issue experienced is not caused by the system or is not a result of normally accepted use of the system. This might include situations where there are data issues, issues created by customization performed by the district, incorrect setup, user error or environmental issues. These issues are not considered part of the Standard Support provided under the AMS contract and are billable at the rates specified in Exhibit “B” (minimum one hour and is then billed in 15 minute increments for any additional time required).

If an issue submitted through the helpdesk system is determined to be outside of the Standard Support offering the district will be notified immediately and a determination will be made on how to proceed with resolution. Aequitas Solutions does not initiate billable services without the prior authorization of our clients. Your account manager will work with the appropriate district contact to get all Extended Support approved and documented.

Consulting & Training

There are many times that districts want or need services that are outside the scope of support. Consulting services offered by Aequitas Solutions include server and system setup or modification, network and infrastructure consulting, installation, configuration, custom SQL programming or other system help. There are also occasions where training may be requested for help in implementing a new module, custom training or even refresher training. Any of

these services can be requested through your account manager and are the rates specified in Exhibit "B" plus travel.

Custom Development

Custom development is available to all supported clients. Custom development can include adding new functionality or modules to the system to perform specific tasks or extending existing functionality to accommodate specific needs. Custom development can be requested through your account manager and is typically billed on a pre-approved project rate for large projects or at the rates specified in Exhibit "B" for smaller projects.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

ACTION REPORT NO. 2

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
PREPARED BY: Frank Schlueter, Director, Educational Technology & Information Services
SUBJECT: **Approval to Renew Blackboard Services**

The Superintendent recommends that the Board of Education approve the annual renewal of Blackboard services for district websites, parent and student communications and the district app for the 2021-2022 school year in the amount of \$140,000.00 and will be funded by Educational Technology and Information Services budget.

The Glendale Unified School District (GUSD) subscribes to multiple services offered by Blackboard that are combined in a single coterminous contract.

Blackboard Mass Notifications provide voice, email and text notifications for emergency communications, community outreach, and surveys. The service empowers GUSD with the ability to communicate information regarding academics, parental involvement, and leadership communications to keep parents and staff informed, aware, and involved.

Blackboard WCM Essential is the web hosting solution for the District and school sites. Blackboard Mobile Communications App, is the phone app that provides a variety of information and notifications available to parents, students, staff and community members. Information available via the app includes, but is not limited to, access to Parent Connect (the parent portal to the Q Student Information System), notifications to parents, school site calendar events, and emergency notifications.

It is recommended to renew the subscription for all three services (Mass Notifications, WCM Essential and Mobile Communications App). The renewal cost for the 2021-2022 school year is \$140,000.00.

TO SUPPORT BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

CUSTOMER: Glendale Unified School District

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Glendale Unified School District** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary							
Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 01-Jul-2022 -- 30-Jun-2023 (USD)	Initial Term Period #3 01-Jul-2023 -- 30-Jun-2024 (USD)	Initial Term Period #4 01-Jul-2024 -- 30-Jun-2025 (USD)
26000	BC-MN	BLACKBOARD MASS NOTIFICATIONS	01-Jul-2021 - 30-Jun-2022	Included	Included	Included	Included
34	WCM-ESSN	BLACKBOARD WCM ESSENTIAL, 1 - 2,000 Users	01-Jul-2021 - 30-Jun-2022	Included	Included	Included	Included
33	WCM-PREMSUP	SUPPORT: PREMIUM+ SUPPORT PLAN PER SCHOOL, 1 - 2,000 Students	01-Jul-2021 - 30-Jun-2022	Included	Included	Included	Included
34	WCM-PVA	PREMIUM VIDEO APP PER SITE	01-Jul-2021 - 30-Jun-2022	Included	Included	Included	Included

26000	MCA-APPI	BLACKBOARD MOBILE COMMUNICATIONS APP INTEGRATED	01-Jul-2021 - 30-Jun-2022	Included	Included	Included	Included
26000	BC-REACH	BB REACH	01-Jul-2021 - 30-Jun-2022	Included	Included	Included	Included
1	BC-REACH-IMPL	IMPL SVC REACH	10-May-2021 - 30-Jun-2022	Included	NA	NA	NA
1	WCM-MWY-LIB	CREATIVE: MYWAY ULTRA TEMPLATE LIBRARY, 1 - 2,000 Users	01-Jul-2021 - 30-Jun-2022	Included	Included	Included	Included
1	WCM-CRT-CONFIG	CREATIVE: TEMPLATE CONFIGURATION SERVICE	10-May-2021 - 30-Jun-2022	Included	NA	NA	NA
1	WCM-ACT-SITE	ACTIVATION: ADD-ON SITE	10-May-2021 - 30-Jun-2022	Included	NA	NA	NA
Total				\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00

B. Terms


- The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: May 10, 2021

C. Payment Terms


- All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
- Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

The attached Statement of work is incorporated herein by this reference.

Sales Approved: Genadiy Khadzhi
Initial: 

Customer: Glendale Unified School District
Signature:
Name:
Title:
Date:

Blackboard Inc.
Signature: 
Name: Bill Jones
Title: Deputy General Counsel
Date: May 06, 2021

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate "Pending" in the PO Number field.

PO Number: _____ PO Amount: _____

Attach PO or send PO to Operations@blackboard.com (Optional);
Attach Tax Exemption (Optional): _____

Invoicing

Send Invoices via email to:

1. Name:	Email:
2. Name:	Email:
3. Name:	Email:

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

ACTION REPORT NO. 3

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Approval of Agreement with LACOE for the COVID-19 ELC Grant**

The Superintendent recommends that the Board of Education approve an agreement with LACOE for the COVID-19 ELC Grant, which will provide up to \$3,971,749 of reimbursement for COVID related testing expenditures.

As part of the American Rescue Plan Act, LACOE was the recipient of over \$302 million from the Centers for Disease Control (CDC). LACOE is now allocating these funds to its school districts through a contract reimbursement process. The allocation for GUSD is \$3,971,749 and requires weekly COVID-19 test reporting and detailed financial reporting.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; develop proactive health and safety procedures; and support physical, social, and emotional wellbeing.

LOS ANGELES COUNTY OFFICE OF EDUCATION
CONTRACT
TO
PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING
2020-2023

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and **GLENDALE UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "LEA Subcontractor". LACOE and LEA Subcontractor may be referred to individually as "Party" or collectively as "Parties" hereinafter.

RECITALS

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board") and the County of Los Angeles Department of Public Health ("County") declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country and has delegated authority to enter into agreements necessary to support the County's continued efforts to assist and address the health, safety and welfare of County residents during the COVID-19 pandemic and in compliance with the requirements of the federal and state funding source for such agreement.

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Catalog of Federal Domestic Assistance (CFDA) Number 93.323, which has been designated as Reopening Schools Fund.

WHEREAS, County and LACOE entered into a contract on June 7, 2021 to provide school-based COVID-19 testing in K-12 schools using a portion of Reopening Schools Fund (Exhibit B - Prime Contract).

WHEREAS, LACOE hereby subcontracts with LEA Subcontractor for school-based COVID-19 testing in K-12 schools as specified in Exhibit A - Statement of Work, attached hereto, incorporated herein, and made a part hereof.

WHEREAS, LEA Subcontractor is a subrecipient of this grant with all the duties and obligations of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to perform in accordance with Exhibit A - Statement of Work.

1. TERM

This Contract shall begin on June 7, 2021 and continue in full force and effect through July 31, 2022 (expiration date) unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

2. COMPENSATION

- a. For the period of date of execution through July 31, 2022, the maximum obligation of LACOE for all services provided hereunder shall not exceed Three Million Nine Hundred Seventy-One Thousand Seven Hundred Forty-Nine Dollars (\$3,971,749.00).
- b. LEA Subcontractor shall be reimbursed for authorized expenses pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month an invoice supported by financial activity of the period covered by the invoice.
- c. LEA Subcontractor shall receive advance payment for estimated categorical expenditures pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month.
- d. The LEA Subcontractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in Exhibit A.
- e. The LEA Subcontractor shall have no claim against LACOE for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the LEA Subcontractor after the expiration or termination of this Contract.

3. INDEMNIFICATION RESPONSIBILITIES

The LEA Subcontractor agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liabilities, costs, expenses (including, but not by way of limitation, attorney fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in conjunction to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of any negligence of the LEA Subcontractor or the negligence of any subcontractor, agent; firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to services or operations performed in execution of the Contract; and (2) injury, damage, or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of, any error, omission, or failure to perform, of the LEA Subcontractor, or any error, omission, or failure to perform, of any subcontractor, agent, firm, agency, organization, or business retained, engaged, selected, managed, or monitored by

the LEA Subcontractor relating to the performance or nonperformance of services or operations pertaining to the Contract, or relating to the enforcement of the Contract.

Without limiting the generality of the foregoing, the indemnification responsibilities of LEA Subcontractor apply to any claims filed by County against LACOE for failure to pay an invoice and/or any claims filed by a vendor against LACOE for LEA Subcontractor's failure to comply with the terms and conditions of this Contract.

4. INSURANCE

4.1 Without limiting the LEA Subcontractor, its officers', agents', employees', subcontractors', representatives' and volunteers' (collectively hereinafter in this Section 8 referred to as Contractor's) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section 8 referred to as LACOE), and as a material condition of this Contract, the LEA Subcontractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.

4.2 Minimum Scope and Limits of Insurance

4.2.1 Commercial General Liability Coverage, with limits of not less than the following.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to name County, LACOE, their governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.

4.2.2 Business Automobile Liability Coverage with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits for each single accident. Insurance shall cover liability arising out of LEA Subcontractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

4.2.3 Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

4.2.4 Sexual Misconduct Liability covering actual or alleged claims for sexual misconduct and/or molestation with minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

4.3 Endorsements

The LEA Subcontractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that County, LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance shall be e-mailed to Lacoe@ebix.com

4.4 Other Insurance Provisions

The LEA Subcontractor shall cause its insurance policies to be amended to state the following:

4.4.1 The LEA Subcontractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the LEA Subcontractor's insurance and shall not contribute to it.

4.4.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.

4.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to LACOE.

4.4.4 LEA Subcontractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that LACOE is continuously in possession of evidence of the Contractor LEA Subcontractor's insurance in accordance with the foregoing provisions.

5. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the LEA Subcontractor is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

6. NON-DISCRIMINATION AND NON-SEGREGATION

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

7. NOTIFICATION

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

LACOE: Contracts Section
 Los Angeles County Office of Education
 9300 Imperial Highway, ECW Room 133,
 Downey, CA 90242-2890

For LEA: Mailing Address is LEA Subcontractor's Office.

8. MODIFICATIONS

This document contains the entire Contract between the parties and may be modified only in writing signed by both parties.

9. COMPLIANCE WITH LAW

In the performance of this Contract, both parties shall observe and comply with all applicable local, county, State and Federal laws, rules and regulations. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted and this Contract shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted, or is not correctly inserted, upon application of either party the Contract may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments,

replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

10. CHOICE OF LAW OR VENUE

The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any laws which direct the application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Contract shall be Los Angeles County.

11. ASSIGNMENT

Neither party shall assign this Contract without the written consent of the other.

12. SEVERABILITY /WAIVER

12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

13. INTEGRATION

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

14. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA Subcontractor, including all subcontractors, shall fully comply with the provisions of the Education Code Sections 45125.1, 45125, 44830 and 44830.1.

15. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

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

16. ALCOHOL AND DRUG-FREE WORKPLACE

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

17. LACOE BUDGET/GRANT FUNDS CONTINGENCY

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

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

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12S49)

By executing this contractual instrument, LEA Subcontractor certifies to the best of its knowledge and belief that it and its principals:

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

- 19.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 19.2 above, of this certification; and,
- 19.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

20. TERMINATION

20.1 Termination for Convenience

If LACOE elects to terminate this Agreement for LACOE's convenience, such termination shall be effective upon delivery of said Notice of Termination to the LEA Subcontractor, unless a later date is specified in the Notice of Termination. Thereafter, LACOE shall pay the LEA Subcontractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, the LEA Subcontractor shall have no further claims against LACOE under this Agreement.

20.2 Termination for Default

20.2.1 Default

LACOE may terminate this Agreement due to LEA Subcontractor's default if (a) a Federal or State proceeding for the relief of debtors is undertaken by or against LEA; or, (b) a receiver or trustee is appointed for LEA Subcontractor; or (c) LEA Subcontractor makes an assignment for the benefit of its creditors; or (d) LEA Subcontractor becomes insolvent, which shall be deemed to have occurred if LEA Subcontractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not LEA Subcontractor has committed the act of bankruptcy or is considered insolvent within the meaning of the Federal bankruptcy law.

LACOE may also terminate this Agreement due to an LEA Subcontractor's default if the LEA Subcontractor has become the subject of revocation proceedings by its authorizer and has ceased providing instruction to its students.

20.2.2 Material Breach

LACOE may terminate this Agreement if LEA Subcontractor breaches any material term or violates any material provision of this Agreement and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written "Notice to Cure Deficiency."

21.SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

This contract is a subcontract under the terms of the LACOE's SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS Contract dated June 7, 2021 with the County of Los Angeles Department of Public Health (Exhibit B - Prime Contract) and shall be subject to all of the provisions of such prime contract. LEA Subcontractor hereby certifies it has read, reviewed, understood and will comply with the Prime Contract.

22.EXECUTION REQUIREMENTS

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

23.EDUCATION CODE

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against LACOE until approved or ratified by the Superintendent or designee.

24.CONFIDENTIALITY

LEA Subcontractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

24.1 LEA Subcontractor shall indemnify, defend, and hold harmless County and LACOE, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by LEA Subcontractor, its officers, employees, agents, or subcontractors, to comply. Any legal defense pursuant to LEA Subcontractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by LEA Subcontractor and performed by counsel selected by LEA Subcontractor and approved by County and LACOE. Notwithstanding the preceding sentence, LACOE shall have the right to participate in any such defense, except that in the event LEA Subcontractor fails to provide LACOE with a full and adequate defense, as determined by LACOE in its sole judgment, LACOE shall be entitled to retain its own counsel, including, without limitation, LACOE

Counsel, and shall be entitled to reimbursement from LEA Subcontractor for all such costs and expenses incurred by LACOE in doing so. LEA Subcontractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LACOE without LACOE's prior written approval.

24.2 LEA Subcontractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

25. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

GLENDALE UNIFIED
SCHOOL DISTRICT

By _____
Patricia Smith
Chief Financial Officer

By _____

Typed or Printed Name

Date _____
ROC 7/12/21

Title _____
Date _____

EXHIBIT A
STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFICE OF EDUCATION

**SCHOOL-BASED COVID-19 TESTING IN K-12
SCHOOLS**

**LOS ANGELES COUNTY OFFICE OF EDUCATION
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (Public Health) is the recipient of a \$302,372,981 award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), Los Angeles County Department of Public Health (County) is working with Los Angeles County Office of Education (LACOE). LACOE will work with the local education agency (LEA) Subcontractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded and allowed to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Local education agency (LEA) will implement school-based testing in K-12 school sites in Los Angeles County. LEA Subcontractor will administer on-the-ground logistics for the implementation of a testing program, including planning and designing a testing program and protocol; conducting outreach to students, families and communities; conducting registration and consent for testing; administering and/or coordinating testing; providing notification of results to individuals tested; providing weekly testing data reports to LACOE, providing monthly financial reporting to LACOE; reporting positive results to Public Health via LACDPH existing protocols and requirements; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings.

County (LACDPH) and LACOE will routinely monitor LEA Subcontractor's progress in all elements of the project through routine reports and meetings. LEA Subcontractor will be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

3.1 Plan and Implement School-based Testing Programs in LEA K-12 school sites

- Develop or expand a comprehensive COVID-19 testing program that is ready for implementation during the 2021-2022 school year.
- Provide COVID-19 testing for staff and students in K-12 school sites and engaging in school activities.
- In coordination with County and LACOE, identify and engage with companies/vendors to support implementation of COVID-19 testing at schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA-compliant manner, and returning test results.
- Submit data via the IT systems and platforms identified and provided by LACOE to monitor a school-based testing program.
- As needed, designate or hire personnel support to implement and manage a school testing program. This may include, but is not limited to: logistics coordinator, school health services staff, reporting staff, and outreach staff.
- Order, receive and distribute test kits, PPE, and other necessary equipment for implementing school-based testing programs. Ensure testing companies, test suppliers, and laboratory vendors are approved by LACOE.
- Train personnel to administer the school testing program, including logistics, test administration, testing and monthly financial

reporting to LACOE, HIPAA-compliant confidentiality, and results reporting to Public Health.

- Report COVID-19 cases and close contacts to Public Health for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Conduct outreach and mobilization on school-based testing among students and their parents/guardians/families and staff.
- Collaborate with LACOE and County to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs. Leverage feedback for continuous quality improvement and to strengthen implementation.

3.3 Personnel Support

- Hire personnel as needed to support the implementation of the school testing program. This may include, but not limited to: testing coordinator, logistics coordinator, reporting staff, school health services staff, and community outreach staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing implementation for this project, as well as a timely response to issues that arise. Testing program staff will be reimbursed at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.4 Coordination

- Attend scheduled meetings and other ad hoc meetings with LACOE.
- Provide updates on progress as requested by LACOE.

3.5 Monitoring and reporting

- Submit planning documents, including but not limited to budget planning tool with monthly spend estimations; overview/timeline of planned activities for testing program planning and implementation; testing program plan.
- Submit weekly progress report based on template provided by LACOE on programmatic progress.
- Submit monthly payment advance requests with estimated budget category expenditures.

- Submit monthly financial reports based on template provided by LACOE, including invoices, cost categorization, and all supporting documentation.
- Submit quarterly assessment report based on a reporting template developed by LACOE to assess the progress of district's testing program, and identify program successes and gaps.
- Submit final report including program, financial, and all reports required from Exhibit B - Prime Contract.
- Participate in monthly check-in meeting with LACOE Testing Program Leads.

4.0 RESPONSIBILITIES

LACOE and the LEA Subcontractor's responsibilities are as follows and those specified in Section 3 above LACOE and LEA Subcontractor:

4.1 LACOE Responsibilities

LACOE will allocate funding to LEA for implementation of school testing program. LACOE and the County Project Manager (County) will monitor LEA Subcontractor performance of the delivery of services specified in Section 3.0 above and provide direction relating to policy, information and procedural requirements. These responsibilities include, but are not limited to:

- 4.1.1 Designate a Testing Program Lead to oversee the project administration and support LEA to manage a project implementation plan.
- 4.1.2 Develop and provide an implementation plan with timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.1.3 Oversee the disbursement of Program Funds to LEA Subcontractor and conduct fiscal and administrative monitoring of Subcontractor, to be approved by County. Ensure clear communication to Subcontractor regarding requirements, templates, and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.1.4 Provide tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractor.

- 4.1.5 Provide a template for the weekly progress report, monthly financial report, quarterly reporting assessment, and all other required materials to be submitted by Subcontractor.
- 4.1.6 Elicit and synthesize recommendations and lessons learned from Subcontractor, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.1.7 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.
- 4.1.8 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the LEA to ensure all tasks, deliverables, goods, services are provided by LEA are in accordance with the terms and conditions set forth in the Contract.
- 4.1.9 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County.
- 4.1.10 Host monthly check-in meeting with LEA programmatic lead.

4.2 LEA Subcontractor Responsibilities

LEA Subcontractor will plan, design, and implement a school-based, COVID-19 testing program to support alignment with public health protocols regarding school-site COVID-19 safety measures. Subcontractor is required to use Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractor must work with LACOE who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractor may include, but are not limited to:

- 4.2.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with LACOE's Testing Program Leads to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, results notification, and reporting positive test results on the COVID-19 Case and Contact Line List for the Education Sector to Public Health. Subcontractor lead will serve as a liaison to County (Department of Public Health) on site-level protocols for school reopening and exposure management and will report and coordinate with County when COVID-19 cases are identified on the school campus.
- 4.2.2 Review and affirm ability to follow the standard implementation plan provided by LACOE, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 4.2.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project.
- 4.2.4. Submit weekly progress reports and monthly financial reports to LACOE. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested (student and staff)
- Number of Testing Locations
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (type of test; total and positive tests)
- Total Positive Tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Reports

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period for determined categories (as outlined in a financial report template to be provided by LACOE, which will include but is not limited to

submission of invoices, personnel activity reports, general ledger).

Advance Payment Requests

Request the amount of funds needed in the reporting period for the determined budget categories (as outlined in a financial request template to be provided by LACOE).

Final Reporting

Provide final programmatic and financial reporting data via template to be provided by LACOE.

- 4.2.5 Adhere to County protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector, available here: http://publichealth.lacounty.gov/acd/Diseases/EpiForms/COVID_OBlinelist_Education_Sector.xlsm
- 4.2.6 Participate in monthly meetings with LACOE and additional meetings as needed with LACOE, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

5.0 Project Specific Work Requirements

5.1 Subcontractor Staffing Infrastructure

- 5.1.1 Subcontractor shall designate one programmatic lead who will oversee the School-based COVID-19 Testing in K-12 Schools and act as the central point of contact with LACOE, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Subcontractor's programmatic lead is responsible for:
- Providing programmatic, fiscal and administrative oversight of funds;
 - Participating in meetings with LACOE, as needed, to discuss updates and/or concerns;
 - Providing regular updates to LACOE regarding administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and any additional reports are provided

to LACOE in accordance with the requirements set forth in Section 7, below; and

- Comply with as well as monitor Subcontractor's compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

5.1.2 Programmatic lead shall have the following training and experience, including but not limited to:

- Demonstrated experience in managing fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 LEAs.

5.1.3 LACOE must have access to the Subcontractor's programmatic lead during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Subcontractor shall provide a telephone number where the programmatic lead may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Subcontractor's programmatic lead will act as the liaison on behalf of the Subcontractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract.

5.1.5 Subcontractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Requirements

The requirements for the selected Subcontractor may include but are not limited to:

- One of the local education agencies (LEAs) that serve children in public and charter schools within Los Angeles County. LEA must be authorized for the 2021-2022 school year.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

6.0 PAYMENTS

6.1 LACOE to Subcontractor

LACOE will provide Subcontractor advance payments according to a schedule determined by LACOE and the County. The LACOE may approve other advances required by Subcontractor as its sole discretion. Additional advances can be issued as agreed by LACOE and Subcontractor.

Subcontractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County or their designee, per the terms of this Contract.

Subcontractor shall provide a monthly invoice to LACOE that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by LACOE regarding the services for which claims are to be made and any and all payments made to Subcontractor. Invoices shall be submitted to LACOE within fifteen (15) calendar days after the close of each calendar month.

Subcontractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by LACOE; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Please see LA County contract for required financial documents.

6.2 Subcontractor to Other Subcontractors

For purposes of this Contract, subcontracts must be approved in advance in writing by LACOE or authorized designee(s). In the event that LACOE consents to any subcontracting, LEA Subcontractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by LACOE.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Subcontractor's Contract and this Statement of Work, other required reporting documentation may include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Planning documents as requested by LACOE to ascertain program development feasibility and status.
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by LACOE
- Final Reporting using template provided by LACOE, to include programmatic and financial data.

LEA Subcontractor Programmatic Lead:

Name: _____
 Title: _____
 Phone: _____
 Email: _____
 Address: _____

LEA Authorized Officials:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Notices to the LEA Subcontractor shall be copied to the following individuals:

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

ACTION REPORT NO. 4

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Debra Rinder, Executive Director, Special Education

SUBJECT: **Approval of Memorandum of Understanding with Hathaway-Sycamores for Providing Educational Support Services**

The Superintendent recommends that the Board of Education approve the Memorandum of Understanding between Glendale Unified School District and Hathaway-Sycamores Child and Family Services agency for the 2021-2022 school year for the delivery of Educational Support Services (ESS) in the amount of \$4,300 per month per case.

ESS is provided to students for whom the IEP team has determined to require specialized services to meet their social/emotional needs. The trained behavior staff collects, analyzes and shares data and effective intervention techniques specific to each eligible student with both their families and the District support team. ESS is billed at \$4,300 per student (per month) for the 2021-2022 school year and this Memorandum of Understanding defines the roles and responsibilities of each party.

Special Education Mental Health resources will be used to pay for these services.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

MEMORANDUM OF UNDERSTANDING
Between Glendale Unified School District and
Hathaway-Sycamores Child and Family Services
For Providing Educational Support Services to their Students

This Memorandum of Understanding (the “MOU”) is entered into this 1st day of July, 2021 by and between the Glendale Unified School District (GUSD) and the Hathaway-Sycamores Child and Family Services (“Hathaway-Sycamores”) for the delivery of Educational Support Services (ESS).

RECITALS

WHEREAS, Glendale Unified School District, is located in Los Angeles County, California, duly organized and existing under and by virtue of the laws of the State of California, including the California Education Code; and

WHEREAS, Hathaway-Sycamores is an educationally related mental health services provider located in Los Angeles, California; and

WHEREAS, GUSD and Hathaway-Sycamores desire to create a partnership where the GUSD refers students who qualify for ESS to Hathaway-Sycamores and Hathaway-Sycamores will provide ESS to these referred students and families;

NOW, THEREFORE, in the consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby agree as follows:

- A. Hathaway-Sycamores agrees to provide ESS services to referred students.
- B. Eligible Students: For the purpose of the MOU, an eligible student is one who meets the California eligibility criteria as a student with special needs under 5 CCR 3030 and for whom the Individual Education Program (IEP) team has determined requires a specialized service to meet his/her social/emotional needs.
- C. Services Provided by Hathaway-Sycamores for ESS.
 1. Educational Support Services Specialists trained and experienced in behavior intervention strategies will be provided.
 2. Educational Support Services Specialist staff that will provide Educational Support Services in accordance with the student’s IEP goals and objectives.
 3. Behavior data will be collected and analyzed by the Educational Support Services Specialists and shared with the GUSD Designee and other District staff as required.
 4. Staff will implement only Non-Violent Crisis Intervention (NCI) techniques, or other district approved technique, and use those techniques to de-escalate students. Training for Hathaway-Sycamores staff will be provided by School District, if required.

MEMORANDUM OF UNDERSTANDING
Between Glendale Unified School District and
Hathaway-Sycamores Child and Family Services
For Providing Educational Support Services to their Students

5. Case-coordination meetings will be held on a regular scheduled basis between the Hathaway-Sycamores' staff and Glendale Unified School District (GUSD) staff.
 6. Provide support and collaborate with district education staff and administrators.
 7. Staff, including the Educational Support Specialist staff assigned to the ESS case, will be responsible for drafting proposed goals and objectives for the students enrolled in the ESS for review and consideration at the student's annual IEP meetings.
 8. Staff will deal with emergency behaviors exhibited by students enrolled in the ESS in accordance with the California law, and the policies and procedures of the GUSD.
 9. Ongoing communication will exist between the GUSD Director/Specialist, GUSD School Psychologist, other identified members of the school district and designees of Hathaway-Sycamores.
 10. Collaborative meetings on as needed basis will be attended by the Educational Support Services staff and GUSD and/or School District designees.
- D. Responsibility of Glendale Unified School District (GUSD)
1. Collaborate with the Hathaway-Sycamores' staff to refer eligible students to ESS.
 2. Glendale Unified School District (GUSD) will provide opportunities for training in Non-Violent Crisis Intervention techniques, or other identified technique, by certified trainers, to be used in behavioral emergencies, as the district requires.
- E. SERVICE PROVIDERS AND ASSIGNMENT
- Hathaway-Sycamores assures the GUSD that criminal background, including fingerprint checks, have been conducted and completed on any person assigned to provide services to any student enrolled in ESS under this Agreement in accordance with applicable state and federal law before any person is allowed to have contact with, or assigned to work with, any student enrolled in ESS under this Agreement. Hathaway-Sycamores will submit a photocopy of the criminal background or fingerprint check reports for each such provider or person to the GUSD prior to allowing him or her to have contact with or assigning him or her to work with any student enrolled in ESS as the GUSD requires. Staff must submit verification of tuberculosis (TB) test.

Any decision concerning the hiring and firing of staff assigned to ESS will be a collaborative decision made by the GUSD and Hathaway-Sycamores, with Hathaway-Sycamores

MEMORANDUM OF UNDERSTANDING
Between Glendale Unified School District and
Hathaway-Sycamores Child and Family Services
For Providing Educational Support Services to their Students

retaining final authority. Staff assigned to the ESS program will be supervised and evaluated by Hathaway-Sycamores.

F. INDEPENDENT CONTRACTORS STATUS

This Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

G. FUNDING

The term “district of residence” as used in this Agreement means the school district in which an eligible student lives for purposes of school attendance.

The Glendale Unified School District (GUSD) agrees to pay the sum of \$ 4,300 per month per case to Hathaway-Sycamores for the staff and services provided.

Glendale Unified School District (GUSD) will pay invoices within forty-five (45) business days of its receipt from Hathaway-Sycamores.

H. INDEMNIFICATION:

- I. Hathaway-Sycamores shall indemnify, defend and hold harmless the GUSD, and the GUSD’s officers, agents, contractors, employees, and the GUSD member schools, and their officers, agents, contractors and employees, from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to , bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of Hathaway-Sycamores’ own officers, agents, contractors, or employees under or in connection with any obligation delegated to the Hathaway-Sycamores under this Agreement. Hathaway-Sycamores shall provide GUSD with an original Certificate(s) of Insurance evidencing insurance coverage for General Liability, Professional Liability, and Worker’s Compensation. Evidence of insurance covering vehicles will also be required if Hathaway-Sycamores services include use of vehicle(s) on GUSD site(s) or providing transportation to GUSD students. Hathaway-Sycamores general liability and professional liability and vehicle coverage shall, at a minimum, provide for limits of \$1,000,000/\$3,000,000 per claim/occurrence. GUSD shall be named as an additional insured by endorsement, and maintain the coverage in effect at all times during the life of the MOU.

- J. For the purpose of the Agreement, “days” refer to school calendar days unless otherwise specified.

MEMORANDUM OF UNDERSTANDING
Between Glendale Unified School District and
Hathaway-Sycamores Child and Family Services
For Providing Educational Support Services to their Students

- K. Hathaway-Sycamores assures the GUSD that the staff, including volunteers and any other person assigned by Hathaway-Sycamores to work with students enrolled in ESS under this Agreement, are familiar with child abuse reporting obligations and procedures as specified in the California Penal Code.

- L. Hathaway-Sycamores assures the GUSD that it does not discriminate on the basis of 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 in employment or operation of the program.

- M. Hathaway-Sycamores and SELPA recognize that records maintained by them respectively related to pupils are confidential pursuant to related provision of federal and state law, including California Education Code Section 49062 et seq.

- N. Duration of this Agreement:
The MOU is effective and shall remain in full force and effect from July 1, 2021 through June 30, 2022.

IT WITNESS WHEREOF, the parties have executed and entered into this MOU as of the date set next to the signature of the GUSD ("Effective Date")

GLENDALE UNIFIED SCHOOL DISTRICT:

Dated: _____

By: _____

Dr. Kelly King,
Assistant Superintendent, Educational Services
Glendale Unified School District

HATHAWAY-SYCAMORES CHILD AND FAMILY SERVICES:

Dated: _____

By: _____

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

ACTION REPORT NO. 5

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Debra Rinder, Executive Director, Special Education

SUBJECT: **Approval of Foothill SELPA and Hathaway-Sycamores Memorandum of Understanding**

The Superintendent recommends that the Board of Education (Administrative Unit for the Foothill SELPA) approve the Memorandum of Understanding between Foothill SELPA and Hathaway-Sycamores Child and Family Services agency for the 2021-2022 school year in the amount of \$344,452 for educational services and an amount up to \$128,304 for therapeutic services.

The Foothill SELPA and Hathaway-Sycamores Child and Family Services agency operates the Glendale West regionalized program at Glendale High School for students classified as emotionally disturbed (ED). The attached Memorandum and Understanding defines the roles and responsibilities of each party.

The Foothill SELPA Glendale West program is utilized by all three SELPA districts and cost to utilize these services are to be paid for through district-level funds according to use of services.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

MEMORANDUM OF UNDERSTANDING

Between Foothill SELPA and Hathaway-Sycamores Child and Family Services

This Memorandum of Understanding (the "MOU") is entered into this 1st day of July, 2021 by and between the Foothill SELPA ("SELPA") and the Hathaway-Sycamores Child and Family Services ("Hathaway-Sycamores") for the delivery of special education services and related services for students that are eligible as students with exceptional needs through an IEP.

RECITALS

WHEREAS, the SELPA is a multi-district special education local plan area, located in Los Angeles County, California, duly organized and existing under and by virtue of the laws of the State of California, including the California Education Code; and

WHEREAS, Hathaway-Sycamores is a school and mental health provider located in Los Angeles, California; and

WHEREAS, the SELPA and Hathaway-Sycamores desire to operate a SELPA regionalized special education program at Glendale High School for high school students that are eligible as students with exceptional needs under the category of Emotional Disturbance (ED), Specific Learning Disability (SLD), or Other Health Impairment (OHI).

NOW, THEREFORE, in the consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby agree as follows:

- A. Hathaway-Sycamores agrees to maintain and coordinate the operation of a SELPA regionalized program class at Glendale High School for high school students whose primary eligibility as students with exceptional needs under California and federal special education laws are ED, SLD, or OHI and who are entitled to special education and related services.
- B. Eligible Students: For the purpose of the MOU, an eligible student is one who meets the California eligibility criteria of laws under Emotional Disturbance ("ED") 5 CCR 3030 (i), SLD, or OHI, and for whom the appropriate and least restrictive educational environment for his or her unique educational needs is the specially designed program provided by Hathaway-Sycamores pursuant to the MOU.
- C. Services Provided by Hathaway-Sycamores for the ED Classroom at Glendale High School.
 1. One (1) full-time fully California credentialed and trained teacher will be provided for serving up to twelve (12) students. Upon joint approval of the SELPA Director/designee and the Executive Vice President of Programs from Hathaway-Sycamores, class size may be increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.
 2. One (1) full-time instructional aide trained and experienced in working with students will be provided.

MEMORANDUM OF UNDERSTANDING

Between Foothill SELPA and
Hathaway-Sycamores Child and Family Services

3. One (1) full-time trained behavioral specialist trained and experienced in behavior intervention strategies will be provided.
4. One (1) full-time California therapist trained and experienced with Educationally Related Mental Health Services, and in accordance with the student's IEP goals and objectives, will be provided.
5. Behavior data will be collected and analyzed by the teachers and/or aides assigned by Hathaway-Sycamores to the classroom.
6. Instruction provided to students enrolled in the classroom will be based on California Standards.
7. Staff will implement only Non-Crisis Intervention (NCI) techniques, or other district approved intervention, and use those techniques to de-escalate students in the classroom. NCI training, or other district intervention, for Hathaway-Sycamores staff will be provided by School District.
8. Case-management meetings will be held on an as-needed basis between the Hathaway-Sycamores' staff and Foothill SELPA staff.
9. Provide support and collaborate with general education staff and administrators.
10. Pay for a substitute teacher and aide assigned to the classroom when they are absent from work.
11. Track and coordinate Individual Education Plan's (IEP's) for students enrolled in the classroom.
12. The Teachers/designees assigned to the classroom will administer academic achievement assessments to the students enrolled in the classroom as needed and in accordance with California and federal special education laws.
13. Staff, including the therapist assigned to the classroom, will be responsible for drafting proposed therapeutic goals and objectives for the students enrolled in the classroom for review and consideration at the student's annual IEP meetings.
14. Staff will deal with emergency behaviors exhibited by students enrolled in the classroom in accordance with the California law, and the policies and procedures of the SELPA member school district.

MEMORANDUM OF UNDERSTANDING

Between Foothill SELPA and
Hathaway-Sycamores Child and Family Services

15. Ongoing communication will exist between the SELPA Director, Special Education Directors of the SELPA member school districts and designees of Hathaway-Sycamores.

16. Collaborative meetings on as needed basis will be attended by the teacher and aide assigned to the classroom and SELPA and/or Special Education designees.

D. Responsibility of FOOTHILL SELPA

1. Provide adequate space at District high school campus for a Classroom.
2. Provide furniture, textbooks, supplies, internet, resources, and computers for students enrolled in classroom.
3. Provide a substitute for the teacher when he/she is absent from work, as needed.
4. Collaborate with the Hathaway-Sycamores' staff to place eligible students in the classroom.
5. On site school counselors will assist with the transcripts for the students enrolled in the classroom.
6. Foothill SELPA will provide California credentialed school psychologists, speech and language pathologists, occupational therapists, and other service providers to conduct triennial assessments for student assigned to the classroom as required by the California and federal special education laws.
7. District of Residence will arrange transportation for students enrolled in the classroom whose IEP's include transportation as a related service.
8. District of Residence will coordinate dual enrollment of students enrolled in the classroom, when determined appropriate by an IEP team.
9. Site Administrator or designee will provide administrative and behavioral support in case of a behavioral emergency related to students enrolled in the classroom.
10. Glendale USD will provide staff for dispensing medication to students enrolled in the classroom.
11. Foothill SELPA will provide opportunities for training in NCI techniques or other identified intervention by certified NCI trainers, to be used in behavioral emergencies, as well as access to other district trainings.

MEMORANDUM OF UNDERSTANDING

Between Foothill SELPA and
Hathaway-Sycamores Child and Family Services

E. SERVICE PROVIDERS AND ASSIGNMENT

Hathaway-Sycamores assures the SELPA that criminal background including fingerprint checks have been conducted and completed on any person, assigned to teach and provide services to any student enrolled in the classroom under this Agreement in accordance with applicable state and federal law before or any person is allowed to have contact with or assigned to work with any student enrolled in the classroom under this Agreement. Hathaway-Sycamores will submit a photocopy of the criminal background or fingerprint check reports for each such teacher, provider or person to the SELPA prior to allowing him or her to have contact with or assigning him or her to work with any student enrolled in the classroom. Staff must submit verification of tuberculosis (TB) test.

Any decision concerning the hiring and firing of teachers and aides assigned to the classroom will be a collaborative decision made by the SELPA and Hathaway-Sycamores with Hathaway-Sycamores retaining final authority. Teacher, aide, behavioral specialist and therapist assigned to the program will be supervised and evaluated by Hathaway-Sycamores.

F. INDEPENDENT CONTRACTORS STATUS

This Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

G. FUNDING

The term “district of residence” as used in this Agreement means the school district in which an eligible student lives for purposes of school attendance. Glendale Unified School District for an eligible student enrolled in the ED classroom will be allocated ADA and Revenue Limit for the ED classroom for that student.

The Foothill SELPA agrees to pay the sum of \$344,452 to Hathaway-Sycamores for the teacher, teacher aide, and behavioral specialist services provided for 180 school days and 24 extended school year days. Payment is not contingent on actual student attendance.

The Foothill SELPA agrees to pay the sum of \$972 per month per seat for the educational support services provided by the therapist. The therapist will bill Medi-Cal for any services provided to a Medi-Cal funded (who meets Specialty Mental criteria) student and will not bill the school district.

Glendale Unified School District will pay invoices within forty-five (45) business days of its receipt from Hathaway-Sycamores.

MEMORANDUM OF UNDERSTANDING

Between Foothill SELPA and
Hathaway-Sycamores Child and Family Services

H. INDEMNIFICATION:

Hathaway-Sycamores shall indemnify, defend and hold harmless the SELPA, and the SELPA's officers, agents, contractors, employees, and the SELPA member school districts and their officers, agents, contractors and employees, from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever. Including, but not limited to , bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of Hathaway-Sycamores' own officers, agents, contractors, or employees under or in connection with any obligation delegated to the Hathaway-Sycamores under this Agreement.

- I. Hathaway-Sycamores shall provide SELPA with an original Certificate(s) of Insurance evidencing insurance coverage for General Liability, Professional Liability, and Worker's Compensation. Evidence of insurance covering vehicles will also be required if Hathaway-Sycamores services include use of vehicle(s) on SELPA site(s) or providing transportation to SELPA students. Hathaway-Sycamores general liability and professional liability and vehicle coverage shall, at a minimum, provide for limits of \$1,000,000/\$3,000,000 per claim/occurrence. SELPA shall be named as an additional insured by endorsement, and maintain the coverage in effect at all times during the life of the MOU.
- J. For the purpose of the Agreement, "days" refer to school calendar days unless otherwise specified.
- K. Hathaway-Sycamores assures the SELPA that all teacher, aide, specialist, therapist or other provider, including volunteers and any other person assigned by Hathaway-Sycamores to work with students enrolled in the classroom under this Agreement, are familiar with child abuse reporting obligations and procedures as specified in the California Penal Code.
- L. Hathaway-Sycamores assures the SELPA that it does not discriminate on the basis of 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 in employment or operation of the program.
- M. Hathaway-Sycamores and SELPA recognize that records maintained by them respectively related to pupils are confidential pursuant to related provision of federal and state law, including California Education Code Section 49062 et seq.

MEMORANDUM OF UNDERSTANDING

Between Foothill SELPA and
Hathaway-Sycamores Child and Family Services

N. Duration of this Agreement:

The MOU is effective and shall remain in full force and effect from July 1, 2021 through June 30, 2022.

IT WITNESS WHEREOF, the parties have executed and entered into this MOU as of the date set next to the signature of the SELPA ("Effective Date")

FOOTHILL SELPA:

Dated: _____

By: _____

Dr. Kelly King,
Assistant Superintendent, Educational Services
Glendale Unified School District
(Administrative Unit for the Foothill SELPA)

HATHAWAY-SYCAMORES CHILD AND FAMILY SERVICES:

Dated: _____

By: _____

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

ACTION REPORT NO. 6

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Debra Rinder, Executive Director, Special Education

SUBJECT: **Approval of Agreement Between Glendale Unified School District and Beach Cities Learning**

The Superintendent recommends that the Board of Education approve the agreement with Beach Cities Learning for the 2021-2022 school year in the amount of \$225,000 and \$75 per hour for additional therapy.

The agreement provides support to one elementary, one middle school and one high school special day class designed to meet the needs of students who exhibit behavioral and emotional challenges. Students in the TIDES program supported by Beach Cities Learning participate in a comprehensive counseling program, with a focus on addressing social, emotional and behavioral functioning that negatively affects academic progress. The program also supports students' development of long-term academic, vocational goals and independent living skills.

The provision of special education services implemented by Beach Cities Learning is funded by state special education appropriations.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

**Agreement Between Glendale Unified School District (GUSD)
and Beach Cities Learning (BCL)**

This Agreement is entered into this 1st day of July, 2021 by and between the Glendale Unified School District (“GUSD”) and the Beach Cities Learning (“BCL” and with GUSD, the “Parties”) for the delivery of special education services and classroom support to the GUSD Elementary, Middle & High School Special Day Classes for students with behavioral and emotional challenges (each one, a “Class” and collectively, “Classes”).

RECITALS

WHEREAS, the Glendale Unified School District is a Local Educational Agency located in Los Angeles County, California, duly organized and existing under and by virtue of the law of the State of California, including the California Education Code; and

WHEREAS, Beach Cities Learning is a special education program and therapeutic service provider located in Los Angeles, California; and

WHEREAS, GUSD seeks support for Elementary, Middle and High School Special Day Classes for students with behavioral and emotional challenges.

NOW, THEREFORE, in the consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby agree as follows:

- A. Beach Cities Learning agrees to: expand existing special education services in GUSD by supporting Elementary, Middle and High School Special Day Classes and providing related therapeutic support and services for students with behavioral and emotional challenges.
- B. Services Provided by Beach Cities Learning:
 - 1. 1500 hours of classroom support and services for the twelve months – July 1, 2021 through June 30, 2022 – to be utilized for Program Development (50 hours) and Program Management/Direct Student Services (1450 hours per classroom).
 - 2. Program development includes: Classroom / Program Development and Curriculum Modification; Behavioral Modification Program Set-Up; and Professional Development for GUSD staff (Curriculum Modification and Behavior modules).
 - 3. Program Management/Student Services includes: 250 hours consultation to the GUSD teacher (22.7 hours per month for eleven months); and 1200 hours of therapeutic support per classroom (109 hours per month for eleven months per classroom).
 - 4. Any additional hours of Related Services (RS) Counseling authorized by GUSD will be billed to GUSD at \$75.00 per hour.
 - 5. Behavior data will be collected and analyzed by the Program
 - 6. Curriculum developed for the program will be based on GUSD and California State Standards.

Agreement Between Glendale Unified School District (GUSD) and Beach Cities Learning (BCL)

7. BCL staff will implement only Non-Crisis Intervention (NCI) techniques and use those techniques to de-escalate students in the classroom.
8. BCL will collaborate with general education staff and administrator.
9. Therapeutic staff assigned to the special day classroom will be responsible for drafting proposed clinical goals and objectives for the students enrolled in the class for review and consideration at the student's annual IEP meetings.
10. Staff will deal with emergency behaviors exhibited by students enrolled in the special day class in accordance with the California law, and the policies and procedures of GUSD.

C. Responsibility of Glendale Unified School District

1. Designate a GUSD teacher for the Classes. Facilitate teacher participation in BCL professional development.
2. GUSD staff will collaborate with BCL on the GUSD curriculum requirements and provide GUSD curriculum materials.
3. GUSD will provide furniture, textbooks, supplies, internet, instructional resources, and computers for students enrolled in the classroom.
4. Should BCL staff require current Nonviolent Crisis Intervention (NCI) Training certification, GUSD will provide opportunities for training in NCI techniques by certified NCI trainers to be used in behavioral emergencies.
5. GUSD site Administrator will provide administrative and behavioral support in cases of a behavioral emergency related to students enrolled in the special day class.

D. SERVICE PROVIDERS AND ASSIGNMENT

BCL assures the GUSD that criminal background including fingerprint checks have been conducted and completed on any person, assigned to provide services to any student enrolled in the special day classroom under this Agreement in accordance with applicable state and federal law before any person is allowed to have contact with or assigned to work with any student enrolled in the special day classroom under this Agreement. BCL will submit a photocopy of the criminal background or fingerprint check reports for each such provider or person to GUSD prior to allowing him or her to have contact with or assigning him or her to work with any student enrolled in the special day classroom. Staff must submit verification of tuberculosis (TB) test.

Any decision concerning the assignment of BCL staff to the special day classroom will be a collaborative decision made by GUSD and BCL. Staff assigned to the special day classroom will be supervised and evaluated by BCL.

Agreement Between Glendale Unified School District (GUSD) and Beach Cities Learning (BCL)

E. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

BCL agrees, during the term of this agreement, to maintain at BCL's expense, all necessary insurance for its employees, including but not limited to workers compensation, employer's liability, disability, and unemployment insurance.

BCL shall provide GUSD with an original Certificate(s) of Insurance evidencing insurance coverage for General Liability, Professional Liability, and Worker's Compensation. Evidence of insurance covering vehicles will also be required if BCL services include use of vehicle(s) on GUSD site(s) or providing transportation to GUSD students. BCL general liability and professional liability and vehicle coverage shall, at a minimum provide for limits of \$1,000,000/\$3,000,000 per claim/occurrence. GUSD shall be named as an additional insured by endorsement, and maintain the coverage in effect at all times during the life of the Agreement.

F. FUNDING

1. Glendale Unified School District agrees to pay the sum of \$225,000 to Beach Cities Learning for the staff and services provided from July 1, 2021 through June 30, 2022 to be utilized for Program Development (50 hours) and Program Management/Student Services (1450 hours).

Payment for Program Development hours will be made upon execution of this agreement and receipt of invoice from BCL. GUSD will pay ongoing invoices within forty-five (45) business days of receipt from Beach Cities Consultants.

GUSD will fund additional RS counseling as appropriate for any student during the student's enrollment in the classroom in accordance with the student's IEP. The rate for RS counseling will be \$75 per hour.

G. INDEMNIFICATION:

BCL shall indemnify, defend, and hold harmless GUSD and GUSD's officers, agents, contractors, employees from any and all liability, loss, expense (including reasonable attorney's fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of GUSD's own officers, agents, contractors, or employees under or in connection with any obligation delegated to BCL under this Agreement.

GUSD shall indemnify, defend, and hold harmless BCL and BCL's officers, agents, contractors, employees from any and all liability, loss, expense (including reasonable

**Agreement Between Glendale Unified School District (GUSD)
and Beach Cities Learning (BCL)**

attorney's fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of BCL's own officers, agents, contractors, or employees under or in connection with any obligation delegated to GUSD under this Agreement.

- H. BCL assures the Glendale Unified School District that all of their service providers, including volunteers and any other person assigned by BCL to work with students enrolled in the special day classroom under this Agreement are familiar with child abuse reporting obligations and procedures as specified in the California Penal Code.
- I. BCL assures the GUSD that it does not discriminate on the basis of race, religion, sex, national origin, sexual orientation, or disability in employment or operation of the program.
- J. Duration of this Agreement:

This agreement is effective and shall remain in full force and effect from July 1, 2021 through June 30, 2022.

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

BEACH CITIES LEARNING:

By: _____
Signature
_____ Title:
Print Name Dated: _____, 2021

By: _____
Signature
_____ Title:
Print Name Dated: _____, 2021

GLENDALE UNIFIED SCHOOL DISTRICT:

By:
Print Name: Dr. Kelly King
Print Title: Assistant Superintendent

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

ACTION REPORT NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Debra Rinder, Executive Director, Special Education

SUBJECT: **Approval of Agency Contracts for Special Education Services for 2021-2022 School Year**

The Superintendent recommends that the Board of Education approve the contracts between Glendale Unified School District and various agencies for the 2021-2022 school year to provide special education services for students not to exceed \$4,910,000.

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

- 360 Degree Therapy (for an amount up to \$50,000)
- A-Line to Success (for an amount up to \$80,000)
- Comprehensive Therapy (for an amount up to \$400,000)
- Cross Country Education (for an amount up to \$300,000)
- EBS Healthcare (for an amount up to \$120,000)
- Education Spectrum (for an amount up to \$80,000)
- Exceptional Educational Services (for an amount up to \$50,000)
- Genesis Group (for an amount up to \$120,000)
- Hollar Speech and Language (for an amount up to \$30,000)
- Invo Health Care Associates, Inc. (for an amount up to \$180,000)
- JM Speech & Accent Reduction (for an amount up to \$180,000)
- Madison Healthcare (for an amount up to \$80,000)
- Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions (for an amount up to \$400,000)
- Nest Speech & Language (for an amount up to \$65,000)
- Pediatric Therapy Services, LLC (for an amount up to \$25,000)
- Pioneer Healthcare (for an amount up to \$75,000)
- Protocol Agency, Inc. (for an amount up to \$130,000)

- Riner Constantine & Associates (for an amount up to \$65,000)
- Sign UP Interpreting (for an amount up to \$60,000)
- Speech, Language & Educational Associates (for an amount up to \$2,000,000)
- Therapy Staff (for an amount up to \$100,000)
- Therapy Travelers (for an amount up to \$50,000)
- Total Recall Captioning Inc. (for an amount up to \$150,000)
- VOCES Bilingual Speech (for an amount up to \$120,000)

These contracts are needed to provide special education services for the 2021-2022 school year. Special education resources will be used to pay for these services.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

ACTION REPORT NO. 8

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer

SUBJECT: **Variable Term Waiver Request for Certificate of Completion of Staff Development (CCSD) for the 2021-2022 School Year**

The Superintendent recommends that the Board of Education approve the Variable Term Waiver Requests for the hiring of teachers on waiver permits.

Variable Term Waiver Requests for Crosscultural, Language and Academic Development (CLAD) 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:

- Taylor, Yvonne – Career Technical Education, Information and Communication Technologies, Grades 9-12
- Morris, Michael Robinson – Career Technical Education, Arts, Media and Entertainment, Grades 9-12
- Roswell, Emily – Career Technical Education, Hospitality, Tourism, and Recreation, Grades 9-12
- Manooki, Nareh – Career Technical Education, Manufacturing and Production, 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, 2022. 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 80120 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 2021-2022 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 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 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 parent and family engagement opportunities.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

ACTION REPORT NO. 9

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer
Stephen Dickinson, Chief Business & Financial Officer

SUBJECT: **Authorization for Glendale Schools Management Association**

The Superintendent recommends that the Board of Education approve the authorization for Glendale Schools Management Association (GSMA).

This authorization is made in recognition of GSMA employees and their efforts to meet the needs of students and families throughout the COVID-19 pandemic. Provisions of this authorization include:

1. The District will pay all GSMA members that worked in-person at least half of every contract month from July 1, 2020 through March 31, 2021 a one-time payment of \$2,400;
2. The District will pay all other GSMA members a one-time payment of \$1,800;
3. The GSMA member must be actively employed as of June 30, 2021 to receive a one-time payment;
4. These payments will be made from COVID-19 funding.

The maximum cost estimate of this authorization is \$586,320.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; develop proactive health and safety procedures; and support physical, social, and emotional wellbeing.

TO SUPPORT 2020-2021 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
Board of Education Authorization
For The
Glendale Schools Management Association (GSMA)
July 13, 2021**

This authorization is made in recognition of GSMA employees and their efforts to meet the needs of students and families throughout the COVID-19 pandemic.

1. The District will pay all GSMA members that worked in-person at least half of every contract month from July 1, 2020 through March 31, 2021 a one-time payment of \$2,400;
2. The District will pay all other GSMA members a one-time payment of \$1,800;
3. The GSMA member must be actively employed as of June 30, 2021 to receive a one-time payment;
4. These payments will be made from COVID-19 funding.

Superintendent

Date

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 1

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
PREPARED IN: Office of the Superintendent
SUBJECT: **Minutes**

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

- a) Regular Meeting No. 29, June 15, 2021

GLENDALE UNIFIED SCHOOL DISTRICT
223 N. Jackson Street
Glendale, California 91206-4380

BOARD OF EDUCATION MEETING NO. 29
UNADOPTED MINUTES
REGULAR MEETING, June 15, 2021

CALL TO ORDER AND ROLL CALL

The regular meeting of the Glendale Unified School District Board of Education was called to order by Mr. Shant Sahakian, president of the Board of Education, at 4:34 p.m., on Tuesday, June 15, 2021, in the Board Room at the Administration Center, 223 N. Jackson Street, Glendale, California. The following members were present for roll call: Mrs. Jennifer Freemon, Dr. Armina Gharpetian, Mr. Greg Krikorian, Ms. Nayiri Nahabedian, and Mr. Shant Sahakian.

The following administrators were present: Dr. Vivian Ekchian, Dr. Kelly King, Mr. Stephen Dickinson, Mr. David Greco, and Dr. Darneika Watson.

PLEDGE OF ALLEGIANCE

Evelyn Fernandez, an 8th grade student from Roosevelt Middle School, led the Pledge of Allegiance.

National Anthem led by Crescenta Valley High School Charismatics students.

CERTIFICATE OF COMPLIANCE

Mr. Sahakian 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 Dr. Gharpetian and seconded by Mr. Krikorian to approve the agenda, as presented. Motion approved unanimously: AYES — Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

PRESENTATIONS

1. Career Technical Education (CTE) and Visual and Performing Arts (VAPA) Shines

Teacher Amy Estep showcased the Hoover High School Performing Arts students, including images and videos from their award-winning Band/Orchestra, Choir, Drama, and Stage Arts programs.

PUBLIC COMMUNICATIONS

1. Rebecca Johnson, president of the Glendale Council PTA, expressed her appreciation to Taline Arsenian for serving for the past six years as GTA president and for her partnership. She welcomed Chris Davis, incoming GTA president.
2. Neda Farhoumand, past Glendale Council PTA president, thanked Taline Arsenian for her six years of service. She brought Armenian education to the forefront. Taline took the time to collaborate with her and Mrs. Johnson in cultivating relationships with parents. She thanked her for her leadership. She also welcomed Chris Davis and looks forward to continuing the relationship with parents for the betterment of the students.
3. Taline Arsenian, president of GTA, thanked Ms. Johnson and Ms. Farhoumand for their kind words and Mr. Sahakian as well. She has had the honor of working with five superintendents during her six-year term: Dr. Don Empey, Dr. Joel Shawn, Dr. Mark Winger, Dr. Winfred Roberson, and Dr. Ekchian. Educators appreciated the way Dr. Ekchian recognized the need to address implicit bias. As she returns to the classroom, she hopes the Board will ensure the district gives notice to GTA of new programs to allow them time to negotiate the role educators will play in the program. She asked that the district drop the appeal of the unfair practice charge, which is a waste of taxpayers' dollars. GTA has dropped its unfair practice charge against GUSD. Furthermore, stop looking for loopholes in existing GTA contract and MOU language. It is important to be true to the agreements. Lastly, do not act unilaterally. Unilateral leadership is not the way. GTA educators are here to help. They are experts in teaching and learning. In her role as math teacher, she will continue to advocate for students and build communities in her classroom. She thanked everyone who makes GUSD a quality school district.
4. Sarah Morrison, on behalf of GTA, thanked Taline Arsenian for making positive changes for GUSD. Taline served as their elected leader of the GTA for the past six years. She added Taline is a legend and inspiration to Glendale educators. Taline reminded them what was reasonable and right. They made it through this year with solidarity. They maintained their values. There was political pushback, but Taline got them through it. She kept them connected to stay the course and kept the GTA connected with the broader community. Personally, she is excited to work with her in the classroom.

CLOSED SESSION

The Board recessed to Closed Session at 5:06 p.m. to discuss the following:

1. Conference with GUSD Labor Negotiators pursuant to Government Code Section 54957.6:
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. Threat to Public Services or Facilities (Government Code Section, §54957)
Consultation with: Dr. Vivian Ekchian, Superintendent

MINUTES: June 15, 2021 – Regular Board Meeting

CALL TO ORDER/RETURN TO REGULAR MEETING

The meeting reconvened at 7:10 p.m. No action was taken during Closed Session.

SUPERINTENDENT'S UPDATE

1. 2021 -2022 school Year Update

INFORMATION

1. Board of Education School Site Assignments 2021-2022
2. Back to School/Open House/Graduation/Promotion Schedule 2021-2022
3. Adoption of District Budget for 2021-22 (Refer to Action Report No. 1)
4. Issuance and Sale of 2021 General Obligation Refunding Bonds of the District in the Aggregate Principal Amount of Not to Exceed \$232,000,000 to Refund Portions of the District's 2011 Series C & D General Obligation Bonds and 2015 Series B General Obligation Refunding Bonds and Approving Related Documents and Actions
5. 2021-22 Seamless Summer Option and Meal Application vs. Alternate Income Form
6. Proposed New Course of Study Outlines for Use in High Schools in the Areas of Math and Science
7. Local Control Accountability Plan (LCAP) Update: Dashboard Local Indicators
8. Acknowledgements of Service
9. Update on Measure S and Facility Programs

The above reports were presented for information only; no action was taken.

ACTION REPORTS

1. Adoption of District Budget for 2021-22

It was moved Mr. Krikorian and seconded by Dr. Gharpetian to approve Action Report No. 1, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

ACTION REPORTS (Continued)

2. Resolution No. 26 - Providing for the Issuance and Sale of 2021 General Obligation Refunding Bonds of the District in the Aggregate Principal Amount of Not to Exceed \$232,000,000 to Refund Portions of the District's 2011 Series C & D General Obligation Bonds and 2015 Series B General Obligation Refunding Bonds and Approving Related Documents and Actions

It was moved by Mr. Krikorian and seconded by Mrs. Freemon to approve Action Report No. 2, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

3. Resolution No. 27 - Temporary Inter-Fund Cash Borrowing – Child Development Fund

It was moved by Dr. Gharpetian and seconded by Mr. Krikorian to approve Action Report No. 3, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

4. Resolution No. 28 - Temporary Inter-Fund Borrowing Between Funds

It was moved by Ms. Nahabedian and seconded by Mr. Krikorian to approve Action Report No. 4, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

5. Approval of Subscription Renewal for Cisco Web Filter and Malware Protection from AMS.Net

It was moved by Dr. Gharpetian and seconded by Mr. Krikorian to approve Action Report No. 5, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

6. Award of Bid No. 215-20/21 for Roofing Projects at Two (2) School Sites

It was moved by Mr. Krikorian and seconded by Dr. Gharpetian to approve Action Report No. 6, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

7. Approval of Independent Consultant Agreement (ICA) No. 618 with BPI Inspection Service for the Verdugo Woodlands Elementary School Bridge Project's DSA Inspection Services

It was moved by Ms. Nahabedian and seconded by Dr. Gharpetian to approve Action Report No. 7, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

ACTION REPORTS (Continued)

8. Resolution No. 29 to Establish Student Activity Special Revenue Fund (Fund 08.0) Per Governmental Accounting Standards Board (GASB) Statement No. 84

It was moved Mrs. Freemon and seconded by Mr. Krikorian to approve Action Report No. 8, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

9. Approval of the Glendale Unified School District 2021-2024 Local Control Accountability Plan (LCAP)

It was moved by Mr. Krikorian and seconded by Ms. Nahabedian to approve Action Report No. 9, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

10. Approval of Contract with NewsELA for 2021-2022

It was moved by Mrs. Freemon and seconded by Mr. Krikorian to approve Action Report No. 10, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

11. Approval of Curriculum Associates Contract Renewal

It was moved by Dr. Gharpetian and seconded by Mr. Krikorian to approve Action Report No. 11, as recommended. Motion approved unanimously: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

12. Approval of NWEA MAP Contract Renewal

It was moved by Ms. Nahabedian and seconded by Mr. Krikorian to approve Action Report No. 12, as recommended. Motion approved unanimously: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

13. Resolution No. 30 – Annual Agreement for Contract No. CCTR – 1097 with the California Department of Education, Child Development Division, for the General Child Care and Development Programs 2021-2022.

It was moved by Dr. Gharpetian and seconded by Mr. Krikorian to approve Action Report No. 13, as recommended. Motion approved unanimously: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

14. Resolution No. 31 – Annual Agreement for Contract No. CSPP – 1199 with the California Department of Education, Child Development Divisions, for the Glendale Unified School District for the State Preschool Programs 2021-2022.

It was moved by Ms. Nahabedian and seconded by Mrs. Freemon to approve Action Report No. 14, as recommended. Motion approved unanimously: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

MINUTES: June 15, 2021 – Regular Board Meeting

ACTION REPORTS (Continued)

15. Declaration of Need for Fully Qualified Educators for the 2021-2022 School Year

It was moved by Dr. Gharpetian and seconded by Mr. Krikorian to approve Action Report No. 15, as recommended. Motion approved unanimously: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

16. Approval of Services Agreement with Hey Tutor, Inc.

It was moved by Mrs. Freemon and seconded by Mr. Krikorian to approve Action Report No. 16, as recommended. Motion approved unanimously: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

CONSENT CALENDAR

1. Minutes
 - a. Regular Meeting No. 28, June 1, 2021
2. Certificated Personnel Report No. 19
3. Classified Personnel Report No. 19
4. Warrants totaling \$24,438,916.26 for May 1, 2021 through June 10, 2021
5. Purchase Orders totaling \$3,139,036.08 for the period of May 24, 2021 through June 4, 2021
6. Appropriation Transfer and Budget Revision Report
7. Appropriation Transfers at Year-End
8. 2020-21 Cash Transfer of Funds from the Debt Service Fund (56.0) to the General Fund (01.0)
9. Agreements with Various Law Firms to Provide Legal Services for the District for 2021-22 School Year
10. Final Expenditure Reports and Project Closeout of Measure S Overcrowding Relief Grant (ORG) Projects
11. Approval of Memorandum of Understanding with Davidian and Mariamian Educational Foundation for Rental of Unoccupied Space
12. Approval of Agreement with Glendale Community College for Use of Facilities
13. Extension of Memorandum of Understanding with Glendale Young Women's Christian Association (YWCA)

MINUTES: June 15, 2021 – Regular Board Meeting

CONSENT CALENDAR (Continued)

14. Authorization to Dispose of Surplus Property
15. Approval of Contract with Edgenuity for 2021-2022
16. Approval of Contract with Fuel Education for 2021-2022
17. District Review Committee Membership 2020-2021 and Approval of Waiver Requests
18. Approval of Renewal with Educational Software for Guiding Instruction (ESGI) for One-on-One Foundational Assessments for 2021-2022
19. Agreement with Azusa Pacific University
20. Agreement with Brandman University
21. Agreement with Loyola Marymount University
22. Services Agreement with PBIS LACOE During the 2021-2022 School year
23. Acceptance of Gifts

It was moved by Mr. Krikorian and seconded by Dr. Gharpetian to approve the Consent Calendar, as presented. Motion approved unanimously: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

REPORTS FROM THE BOARD

Mrs. Freemon said the placement of the sexual predator in La Crescenta was denied. There is continued energy regarding the appropriate placement. She congratulated our graduates. Usually our graduations are scheduled at the same time; therefore, it was fun to see so many of us participating in several graduations. She was impressed with everyone who put on the celebrations. She volunteered at Prom Plus. It was wonderful. She thanked Mary O'Keefe and Rachel Miller. The kids had a great time. Lastly, today is Kyra's 17th birthday.

Ms. Nahabedian said the graduations and promotions were lovely. To be able to end the school year in person together was exciting. This is the last meeting of the academic year. She congratulated all of our retirees as well as our graduates. She also congratulated those attending summer school and Campalooza. She thanked Dr. Ekchian and her team who worked so hard this year. What we will remember is how we helped others this year and how we got out of our own comfort zone to be of service to others.

Mr. Krikorian said as a Board they tried their best to navigate through these challenging times. He apologized to the students for what they lost this year. He congratulated Chris Davis, incoming GTA president. He is looking forward to

REPORTS FROM THE BOARD (Continued)

working with him and GTA. He spoke about special education being underfunded. He congratulated our graduates and thanked all of our teachers and classified staff who helped our students.

Dr. Gharpetian congratulated our graduates. The live-stream coverage of the graduations were amazing. Families were excited to celebrate their students' achievement. During the summer, GUSD schools will be providing free food for all students. We will also provide free meal kits. This information is on our website. We will continue with updates throughout the summer. She wants to make sure our parents are notified in a timely manner. We are all looking forward to the fall when our students returned.

Mr. Sahakian thanked Dr. Ekchian and all of our educators, administrators, and staff for their dedicated effort. He congratulated our students and families for making it though the school year. It has been the most difficult year for our students. He is excited to see their accomplishments moving forward and looking forward to seeing them in the fall.

REPORT FROM THE SUPERINTENDENT

Dr. Ekchian thanked our staff members, parents, community members for having to endure this year. We built resilience together. We were able to prove to our students that they come first. The promotions and graduations warmed her heart. She is grateful to all that helped in the process. She congratulated Mr. Davis on his presidency of GTA. She thanked Ms. Arsenian for her work as president of GTA for the past six years. She looks forward to visiting her classroom. She requested we close the meeting in memory of a dear friend, Ms. Lisa Gaboudian, who dedicated her entire life to serving the students of greater Los Angeles and in Armenia.

ADJOURNMENT

There being no further business, President Sahakian adjourned the meeting in memory of Lisa Gaboudian at 9:02 p.m.

Shant Sahakian
President, Board of Education

Gregory S. Krikorian
Clerk, Board of Education

Board of Education Minutes - Regular Meeting, June 15, 2021
Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent
Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Dr. Darneika Watson, Chief Human Resources and Operations Officer/Director of Classified Personnel

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.	Koga, Yuri Teacher, Regular 5 th & 6 th Grade – Japanese Verdugo Woodlands ES	8/06/21 through 10/15/21
2.	Manukyan, Christina Teacher, Regular Social Science Crescenta Valley High School	9/10/21 through 2/14/22
3.	Markarian, Jessica Teacher Specialist Special Education	10/18/21 through 12/21/21
4.	Mulder, Kirra Teacher, Regular 1 st Grade Balboa Elementary	6/12/21 through 9/04/21
<u>Change of Maternity Leave of Absence</u>		
1.	Dashdemirians, Christine Teacher, Regular 1 st Grade Balboa Elementary	4/30/21 through 6/21/21

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Extension of Maternity Leave of Absence</u>		
1.	Dyer, Amanda Teacher, Regular Physical Education Cerritos/Columbus/Mann ES	4/26/21 through 6/19/21
<u>Parental Leave of Absence</u>		
1.	Koga, Yuri Teacher, Regular 5 th & 6 th Grade – Japanese Verdugo Woodlands ES	10/18/21 through 2/08/22
<u>Health Leave of Absence</u>		
1.	Anderle, Scott T. Principal Rosemont Middle School	5/16/21 through 6/25/21
<u>Extension of Health Leave of Absence</u>		
1.	Kane Hank, Elizabeth Teacher, Regular Kindergarten Monte Vista Elementary	3/17/21 through 6/20/21
2.	Mirzakhonian, Helen Teacher, Early Education Mountain Avenue Elementary CDCC	3/23/21 through 8/22/21
<u>Family & Medical Leave of Absence</u>		
1.	Anderle, Scott T. Principal Rosemont Middle School	5/16/21 through 6/17/21
2.	Koga, Yuri Teacher, Regular 5 th & 6 th Grade – Japanese Verdugo Woodlands ES	8/06/21 through 11/08/21
3.	Manukyan, Christina Teacher, Regular Social Science Crescenta Valley High School	9/10/21 through 12/10/21

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Family & Medical Leave of Absence (Cont.)</u>		
4.	Markarian, Jessica Teacher Specialist Special Education	10/18/21 through 12/21/21
<u>Change of Family & Medical Leave of Absence</u>		
1.	Dashdemirians, Christine Teacher, Regular 1 st Grade Balboa Elementary	4/30/21 through 6/21/21
<u>Extension of Family & Medical Leave of Absence</u>		
1.	Dyer, Amanda Teacher, Regular Physical Education Cerritos/Columbus/Mann ES	4/26/21 through 6/19/21
2.	Kane Hank, Elizabeth Teacher, Regular Kindergarten Monte Vista Elementary	3/17/21 through 6/20/21
<u>Rescission of General Purpose Leave of Absence</u>		
1.	Elzanaty, Mohammed Teacher, Regular Math Roosevelt Middle School	8/16/21 through 6/14/22
<u>General Purpose Leave of Absence</u>		
1.	Choi, Tritia Teacher, Regular 3 rd Grade Mann Elementary	8/16/21 through 6/14/22
2.	Perez, Jason Teacher, Regular Social Studies Crescenta Valley High School	8/16/21 through 6/14/22
<u>Home Responsibility Leave</u>		
1.	Bagdasaryan, Aylen Psychologist Special Education	7/01/21 through 6/30/22

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Home Responsibility Leave (Cont.)</u>		
2.	Ruiz Zendejas, Maria T. Teacher, Early Education Pacific/Edison Preschool CDCC	6/16/21 through 6/30/21
3.	Ruiz Zendejas, Maria T. Teacher, Early Education Pacific/Edison Preschool CDCC	7/01/21 through 6/30/22

Additional Assignment

1.	Bomar, Karen Carlson, Karen Evans, Janelle Hairapetian, Anet Sheridan, Lois	Counselors, as needed, to assist with preparations for block scheduling. Crescenta Valley High School	6/14/21 through 6/30/21 \$256.00 per day Not to exceed 5 days ESSER II Covid Funds 01.0 32120.0 00000 31100 1232 0007616
2.	Dertavitian, Araxi Gonzales, Karla Iraheta, Olga Irvine, Claire	Counselors, as needed, to work outside their contractual dates to support in preparation to build new seven period block scheduled days. Hoover High School	5/30/21 through 6/30/21 \$256.00 per day Not to exceed 4 days each 01.0 32120.0 00000 31100 1232 0007616
3.	Ciruela, Marlon Mendoza, Andreu	Substitute teachers, as needed, to plan for, prepare and teach elementary summer Camp Excel at Cerritos Elementary.	6/14/21 through 7/02/21 Summer school hourly rate of pay. ELO Grant 01.0 74250.0 19011 10000 1130 0000611

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>	
<u>Additional Assignment (Cont.)</u>			
4.	Cannon, Melissa Heinzman Pimenta, Michelle Hong, Jenny Kim, Liz Kim, Margaret Lee, Allison Pak, Eunice Ricasa, Christine Sanchez, Alejandra Shin, Ah Reum Yi, Judy You, Carolina You, Esther Youn, Darac	Teachers, as needed, to attend professional development trainings, planning & preparation for elementary summer Camp Excel. Keppel Elementary	6/01/21 through 7/02/21 Hourly rate of pay Not to exceed 5 hours 01.0 74250.0 00000 21400 1130 0000618
5.	Seaton, Kori Yegiyants, Anna	Teachers, as needed, for Assistant to the Principal John Marshall Elementary	8/18/21 through 6/14/22 \$73.89 per month Not to exceed 11 months 01.0 00000.0 11301 10000 1170 0005616
6.	Avedisian, Ana Doctorian, Noelle Doctorian, Nora Heine, Donovan Uniak, Mary-Jo	Teacher, as needed, to attend Professional Development for elementary summer school Camp Excel. Marshall Elementary	5/27/21 through 6/11/21 Hourly rate of pay ELO Grant 01.0 74250.0 00000 1130 0000618
7.	Burg, Carolyn Burkhart, Melinda	Elementary teachers, as needed, for Assistants to the Principal at Lincoln Elementary.	8/16/21 through 6/14/22 \$73.89 per month (11 months) Not to exceed \$812.79 01.0 00000.0 11301 10000 1170 0005616

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
8.	Arutyunyan, Irene Ghazaryan, Alvina Haghnazarian, Elin Kadzhikyan, Lusine Prichard, Jamie Shahinyan, Anna Shahbazian, Edit Shatikian, Sareen Tevosyan, Zhanna Valdez, Iris Viggiano, Jean Yahiayan, Natalie	Teachers, Substitute teachers, as needed, to participate in Professional Development for Camp Excel. Balboa Elementary
		6/01/21 through 6/10/21 Hourly rate of pay Not to exceed 5 hours 01.0 74250.0 00000 21400 1130 0000618
9.	Ayala, Peter Barcena, Alissa Chavez, Julianna Chin, Stephanie Ciruela, Marlon Kneisel, Josephine Mendoza, Andreu Pelka, Ashley Ramirez, Christine	Teachers, as needed, to plan for, prepare and teach elementary summer Camp Excel at Cerritos Elementary
		6/14/21 through 7/02/21 Summer School hourly rate of pay ELO Grant 01.0 74250.0 19011 10000 1130 0000611
10.	Ghazaryan, Alvina Haghnazarian, Elin Kadzhikyan, Lusine Prichard, Jamie Shahbazian, Edit Tevosyan, Zhanna Valdez, Iris Viggiano, Jean Yahiayan, Natalie	Teachers, as needed, to plan, prepare and teach for elementary summer Camp Excel. Balboa Elementary
		6/07/21 through 7/02/21 Summer school rate of pay 01.0 74250.0 19011 10000 1130 0000611
11.	Ayala, Rezinka McGrail, Hope Ann Rosellen, Jeanni Saia, Rebecca Schick, Susann Tattini Thomas, Georgina	Language, Speech & Hearing Specialists, as needed, to work extra hours for Summer School 2021. Special Education
		6/14/21 through 7/16/21 Summer school rate of pay 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.	Brinker, Louis Joelson, Deanna Howe-Flores, Jessica McGuire, Jason Ruiz, Mario Walgenbach, Aaron	Teachers, as needed, to work for Special Education FACTS Program. 6/14/21 through 6/10/22 \$34.00 per hour Not to exceed 1 hour per day each Special Education – FACTS 01.0 65000.0 57603 11100 1130 5400000
13.	Alexan, Armineh	Elementary Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Jefferson Elementary 7/06/21 through 7/30/21 Daily rate of pay Not to exceed 5 days 01.0 74250.0 19011 10000 1331 0000611
14.	Arakelyan, Sona	Elementary Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Balboa Elementary 7/06/21 through 7/30/21 Daily rate of pay Not to exceed 10 days 01.0 74250.0 19011 10000 1331 0000611
15.	Babakhanian, Annette	Assistant Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Verdugo Woodlands ES 7/06/21 through 7/30/21 Daily rate of pay Not to exceed 5 days 01.0 74250.0 19011 10000 1331 0000611
16.	Calvario, Nathaniel	Teacher, as needed, to support students with homework and tutoring who need support in- person vs online. Hoover High School 3/29/21 through 5/21/21 \$34.00 per hour Not to exceed 32 hours 01.0 32120.0 19012 10000 1130 0000611

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
17.	Choi, Unis Professional Development for Teachers for Summer School Camp Excel, as needed, at Monte Vista Elementary School	5/26/21 through 7/02/21 Hourly rate of pay Not to exceed 5 hours 01.0 74250.0 00000 21400 1130 0000618
18.	Cortes, Theresa Teacher, as needed, for Assistant to the Principal at Dunsmore Elementary	8/18/21 through 6/10/22 \$73.89 per month/11 monthly payments Not to exceed \$812.79 total 01.0 00000.0 11301 10000 1170 0005616
19.	Cutter, Emma Elementary Teacher, as needed, for Assistant to the Principal for the 21-22 school year. College View	8/16/21 through 6/14/21 \$73.89 per month Not to exceed 11 months 01.0 65000.0 57611 11100 1170 5000000
20.	DiMundo, Daniel Elementary Principal, as needed, to work extra days above contractual days for elementary summer Camp Excel. Glenoaks Elementary	6/14/21 through 7/02/21 Daily rate of pay Not to exceed 2 days 01.0 74250.0 19011 10000 1331 0000611
21.	Fariss, Barbara Elementary Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Lincoln Elementary.	7/06/21 through 7/30/21 Daily rate of pay Not to exceed 1 day 01.0 74250.0 19011 10000 1331 0000611
22.	Ferreira, Cynthia A. Retired Teacher Specialist, as needed, to work for Special Education and Non-Public School Calendar, Special Education.	7/01/21 through 6/30/22 Daily rate of pay Not to exceed 110 days total Special Education – SAI Core 01.0 65000.0 57608 11200 1130 0000600

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>			
23.	Ghaman, Krista	Assistive Technology, as needed, to work for Special Education: Extended Session Year coverage.	6/14/21 through 6/18/21 Daily rate of pay Not to exceed 3 days Special Education – SAI Core 01.0 65000.0 57607 11200 1130 0000600
24.	Howe-Flores, Jessica	FACTS Teacher, as needed, for Assistant to the Principal for the 21-22 school year. FACTS	8/16/21 through 6/14/21 \$73.89 per month Not to exceed 11 months 01.0 65000.0 57603 11100 1170 5400000
25.	Kerr, Karen	Elementary Assistant Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Balboa Elementary	7/06/21 through 7/30/21 Daily rate of pay Not to exceed 7 days 01.0 74250.0 19011 10000 1331 0000611
26.	Khachikyan, Romela	Assistant Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Jefferson Elementary	7/06/21 through 7/30/21 Daily rate of pay Not to exceed 3 days 01.0 74250.0 19011 10000 1331 0000611
27.	Kully, Sherry	Elementary Principal, as needed, to work extra days above contractual days for elementary summer Camp Excel. Franklin Elementary	6/14/21 through 7/02/21 Daily rate of pay Not to exceed 7 days 01.0 74250.0 19011 10000 1331 0000611
28.	Kurchian, Hermine	Teacher, as needed, for Choral Director Jefferson Elementary	9/01/21 through 6/13/22 Not to exceed \$1,210.00 per semester 01.0 00000.0 17001 10000 1170 3000000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
29.	Machado, Claudette M. Special Education Teacher, as needed, to work for Special Education - Summer School 2021 at Cloud Pre-School.	6/14/21 through 6/30/21 Daily rate of pay Not to exceed 6 days Special Education – Summer School 01.0 65000.0 57609 11100 1130 0000600
30.	Mardirossian, Mary Assistant Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Keppel Elementary	7/06/21 through 7/30/21 Daily rate of pay Not to exceed 4 days 01.0 74250.0 19011 10000 1331 0000611
31.	Markarian, Jessica Teacher Specialist, as needed, to work for Special Education: Extended Session Year coverage for Distance Learning.	6/14/21 through 8/13/21 Daily rate of pay Not to exceed 20 days Special Education – SAI Core 01.0 65000.0 57608 11200 1130 0000600
32.	Molano, Christin Assistant Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Fremont Elementary	7/06/21 through 7/30/21 Daily rate of pay Not to exceed 3 days 01.0 74250.0 19011 10000 1331 0000611
33.	Nazarian, Viehanoosh Elementary Assistant Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Muir Elementary	7/06/21 through 7/30/21 Daily rate of pay Not to exceed 12 days 01.0 74250.0 19011 10000 1331 0000611

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
34.	Reynolds, Brook Principal to oversee the Elementary Music Program, as needed. Educational Services	7/01/21 through 6/30/22 Daily rate of pay Not to exceed 5 days 01.0 00000.0 00000 27004 1331 410000
35.	Risse, Suzanne Elementary Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Monte Vista Elementary	7/06/21 through 7/30/21 Daily rate of pay Not to exceed 1 day 01.0 74250.0 19011 10000 1331 0000611
36.	Rojas, Elena Elementary Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Columbus Elementary	7/06/21 through 7/30/21 Daily rate of pay Not to exceed 14 days 01.0 74250.0 19011 10000 1331 0000611
37.	Sahakian, Azniv Teacher, as needed, for Assistant to the Principal at Jefferson Elementary.	8/16/21 through 6/14/22 \$73.89 per month/5.5 monthly payments (First semester) Not to exceed \$406.39 01.0 00000.0 11301 10000 1170 0005616
38.	Sarkissian, Adrineh Teacher Specialist, as needed, to work extra days and offer coverage for administrator during elementary summer Camp Excel. La Crescenta Elementary	6/28/21 Daily rate of pay Not to exceed 1 day 01.0 74250.0 19011 10000 1130 0000611

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
39.	Shammaa, Randa Adib School Nurse, as needed, to work for Special Education Extended Session. Special Education	7/01/21 through 7/09/21 Daily rate of pay Not to exceed 6 days Special Education – SPED DIS 01.0 65000.0 57607 31400 1234 0000600
40.	Stanley, Christopher Teacher, as needed, for Assistant to the Principal at Jefferson Elementary.	8/16/21 through 6/14/22 \$73.89 per month/5.5 monthly payments (Second semester) Not to exceed \$406.39 01.0 00000.0 11301 10000 1170 0005616
41.	Sun, Valerie ETIS Teacher Specialist, as needed, to assist with Teacher Technology Academies, Student Information System, Parent Outreach, Summer School and Training of clerks and admin. ETIS	11/02/20 through 6/30/21 Daily rate of pay Not to exceed 5 days total Educational Technology & Information Services 01.0 00000.0 00000 21006 1130 0000635
42.	Sutphin, Valerie A. Teacher, as needed, to attend IEP Meetings. Special Education	6/16/21 through 6/30/21 \$34.00 per hour Not to exceed 4 hours Special Education – SAI Core 01.0 65000.0 57608 11200 1130 0000600
43.	Scott, Jaclyn Principal to oversee the Elementary Physical Education Program, as needed. Educational Services	7/01/21 through 6/30/22 Daily rate of pay Not to exceed 5 days 01.0 00000.0 00000 27004 1331 390000

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Assignment (Cont.)</u>		
44.	Scott, Jaclyn Elementary Principal, as needed, to work extra days above contractual days for Elementary Campalooza. Mountain Avenue Elementary	7/06/21 through 7/30/21 Daily rate of pay Not to exceed 5 days 01.0 74250.0 19011 10000 1331 0000611
45.	Worley, Kelly Elementary Assistant Principal, as needed, to work extra days above contractual days for elementary summer Camp Excel. Keppel Elementary	6/17/21 Daily rate of pay Not to exceed 1 day 01.0 74250.0 19011 10000 1331 0000611
46.	Yager, Judy Retired School Psychologist, as needed, to work for Special Education.	7/01/21 through 6/30/22 Daily rate of pay Not to exceed 90 days total Guidance and Psychological Services 01.0 00000.0 00000 31201 1233 0000600 Special Education Support Services 01.0 65000.0 50011 31200 1233 0000600

Change of Management Position

1.	#13426 TO: Principal, High School Crescenta Valley High School	Effective 7/14/21 225 Days
2.	#51407 TO: Director, Innovation, Instruction, Assessment & Accountability Student Services	Effective 7/14/21 225 Days

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Change of Management Position (Cont.)</u>		
3.	#12317 TO: Principal, Middle School Rosemont Middle School	Effective 7/14/21 225 Days
<u>Change of Assignment</u>		
1.	#13600 TO: Teacher, Regular Glendale High School	Effective 7/01/21 186 days
2.	Hardash-Pitt, Kimberly TO: Teacher, Regular Mountain Avenue Elementary FROM: Teacher Specialist Teaching & Learning	Effective 8/16/21 186 days
3.	Ly, Veronica TO: Teacher, Regular Wilson Middle School FROM: Teacher Specialist Glenoaks Elementary	Effective 8/16/21 186 days
4.	Orue, Noruma A. TO: Teacher, Special Education College View FROM: Teacher, Early Education Cloud Children's Center	Effective 8/16/21 186 days
5.	Yahiayan, Hrant TO: Teacher Specialist Teaching & Learning FROM: Teacher, Regular Clark Magnet High School	Effective 8/16/21 186 days

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Voluntary Decrease in Assignment</u>		
1.	Sheldon-Williams, Grace Teacher, Regular VAPA Roosevelt Middle School	Effective 8/16/21 From 60% to 40%

<u>Voluntary Increase in Assignment</u>		
1.	Briscoe, Jenica Teacher, Regular Spanish Crescenta Valley HS	Effective 8/16/21 From 80% to 100%
2.	Roberts Berger, Nancy Teacher, Regular CTE Wilson Middle School	Effective 8/16/21 From 80% to 100%

<u>Election to Management Position</u>		
1.	#36365 Assistant Principal, Elementary R.D. White Elementary	Effective 7/14/21 205 Days

<u>Election</u>		
1.	Abramian, Laura Teacher, Temp Contract Dunsmore Elementary	8/16/21 through 6/14/22
2.	Agabalian, Bella Teacher, Temp Contract Jefferson Elementary	8/16/21 through 6/14/22
3.	Akiyama, Elizabeth Teacher, Temp Contract Toll Middle School	8/16/21 through 6/14/22
4.	Andranian, Amena Teacher, Temp Contract Wilson Middle School	8/16/21 through 6/14/22
5.	Appell, Kathryn Teacher, Temp Contract R.D. White Elementary	8/16/21 through 6/14/22

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>			
6.	Argudo-Borden, Karina Kelly	Teacher, Temp Contract Special Education Fremont Elementary	8/16/21 through 6/14/22
7.	Attalla, Crystal M.	Psychologist, Probationary, 1 st year Special Education	Effective 7/14/21
8.	Baghdasarian, Annette	Teacher, Temp Contract R.D. White Elementary	8/16/21 through 6/14/22
9.	Banul, Juliane	Teacher, Temp Contract Fremont Elementary	8/16/21 through 6/14/22
10.	Barocio, Danny	Teacher, Temp Contract Wilson Middle School	8/16/21 through 6/14/22
11.	Bennett, Thomas	Teacher, Temp Contract Jefferson Elementary	8/16/21 through 6/14/22
12.	Boesen, Jane	Teacher, Temp Contract Special Education Itinerant	8/16/21 through 6/14/22
13.	Bowman, John	Teacher, Temp Contract Daily High School	8/16/21 through 6/14/22
14.	Carter, Kenise	Teacher, Temp Contract Special Education SELPA	8/16/21 through 6/14/22
15.	Cha, David	Teacher, Temp Contract Dunsmore Elementary	8/16/21 through 6/14/22
16.	Chang, Ame	Teacher, Temp Contract Crescenta Valley High School	8/16/21 through 6/14/22
17.	Cheney, Michele	Teacher, Temp Contract Crescenta Valley High School	8/16/21 through 6/14/22

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>			
18.	Choi, Chaninporn	Teacher, Temp Contract Dunsmore Elementary	8/16/21 through 6/14/22
19.	Coria, Destiny	Psychologist, Probationary, 1 st year Special Education	Effective 7/14/21
20.	DeBruijn, Janejira	Teacher, Temp Contract R.D. White Elementary	8/16/21 through 6/14/22
21.	Dersaroian, Taleen	Teacher, Temp Contract R.D. White Elementary	8/16/21 through 6/14/22
22.	Dertavitian, Araxi	Counselor, Temp Contract Hoover High School	7/26/21 through 6/14/22
23.	Dien, Amber	Teacher, Temp Contract Crescenta Valley High School	8/16/21 through 6/14/22
24.	Dodd, Priscilla	Teacher, Temp Contract Muir Elementary/Special Education	8/16/21 through 6/14/22
25.	Erwin, Jesse	Psychologist, Probationary, 1 st year Special Education	Effective 7/14/21
26.	Funk, Josephine	Teacher, Temp Contract Fremont Elementary	8/16/21 through 6/14/22
27.	Garcia, Arielle	Psychologist, Probationary, 1 st year Special Education	Effective 7/14/21
28.	Grigori, Virginia	Teacher, Temp Contract Wilson Middle School	8/16/21 through 6/14/22
29.	Hickman-Tcheng, Heather	Teacher, Temp Contract Special Education	8/16/21 through 6/14/22

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>			
30.	Kakosian, Sosi	Teacher, Temp Contract Online College and Career	8/16/21 through 6/14/22
31.	Kim, Alexander	Teacher, Temp Contract Crescenta Valley High School	8/16/21 through 6/14/22
32.	Kim, Ji Suk	Teacher, Temp Contract Crescenta Valley High School	8/16/21 through 6/14/22
33.	Kim, Joann	Teacher, Temp Contract Crescenta Valley High School	8/16/21 through 6/14/22
34.	Kirakosyan, Ani	Teacher, Temp Contract Clark Magnet High School	8/16/21 through 6/14/22
35.	Margaryan, Anna	Counselor, Temp Contract Clark Magnet High School	7/26/21 through 6/14/22
36.	Martirosyan, Anna	Teacher, Temp Contract Special Education	8/16/21 through 6/14/22
37.	Patton, Jessica	Psychologist, Probationary, 1 st year Special Education	Effective 7/14/21
38.	Rodgers, Celeste	Teacher, Temp Contract Special Education Crescenta Valley High School	8/16/21 through 6/14/22
39.	Sanchez, Savannah	Teacher, Temp Contract Edison Elementary	8/16/21 through 6/14/22
40.	Shatikian, Sareen	Teacher, Temp Contract Balboa Elementary	8/16/21 through 6/14/22
41.	Silva, Renessa	Teacher, Temp Contract Mountain Avenue Elementary	8/16/21 through 6/14/22

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election (Cont.)</u>		
42.	Sion, Carolyn Teacher, Temp Contract Rosemont Middle School	8/16/21 through 6/14/22
43.	Stanton, Michael Teacher, Temp Contract Crescenta Valley High School	8/16/21 through 6/14/22
44.	Stern, Amanda Psychologist, Probationary, 1 st year Special Education	Effective 7/14/21
<u>Election Hourly/Daily</u>		
1.	Huleis, Lana Lee, Su Youn Lee, So Young Manaka, Patricia Oh, Sae Pak, Eunice Shin, Ah Reum Sim, Soo Vardani, Agnessa Teachers Reassignments Release Time or 2 days of compensation at the substitute rate or a combination of both for moving to a different room, school, grade level or subject field. Keppel Elementary	6/14/21 through 8/16/21 Substitute rate of pay Not to exceed 2 days each 01.0 00000.0 19005 10000 1130 0000612
2.	Choi, Cindy Petrosian, Galia Sasaki, Heidi Substitute Teachers, as needed, for summer school	6/11/21 through 7/16/21 \$165.00 per day 01.0 74250.0 19011 10000 1130 0000611
3.	Brown, Allison Gillespie, Paul Counselors, as needed, to help put together a seven period block schedule. Rosemont Middle School	7/01/21 through 8/15/21 Daily rate of pay \$256.00 per day for additional work days Not to exceed 10 days ESSER II – MS Funds 01.0 32120.0 00000 1100 1232 0007616

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
4.	Gonzalez, Mayra Horton, Chadman Tabor, Jacqueline	Counselors, as needed, to facilitate a five day seminar on College and Career Readiness during the 2021 Summer School Session at Glendale High School.	7/01/21 through 7/16/21 \$256.00 per day Not to exceed 5 days each Title I 01.0 30100.0 11100 10000 1130 0200000
5.	Astor, Elizabeth Martin, Gregory	Teachers, as needed, to develop and write SAI Chemistry curriculum and lesson plans based on NGSS and newly adopted science textbook materials at Glendale High School.	7/01/21 through 8/13/21 Regular rate of pay Not to exceed 5 days each Title I 01.0 30100.0 11100 10000 1130 0200000
6.	Gonzalez, Mayra Horton, Chadman Hovannesian, Arsine Tabor, Jacqueline	Counselors, as needed, to help with block scheduling preparations at Glendale High School.	6/14/21 through 7/23/21 \$256.00 per day Not to exceed 4 days each 01.0 32120.0 00000 31100 1232 0007616
7.	Abisaab, Bassam Angers, Kathy Arakelyan, Garegin Asatryan, Arpi Avetyan, Zhenik Balmanoukian, Shakeh Bitetti, Mark Boykin, Bryon Brownstein, Gina Calvario, Nathaniel G. Capehart, Jennifer Chan, Cynthia Clemons, Christopher Cohen, Debra Contreras, Andrea Cooper, Martha	Teachers, Teacher Specialists and other staff members, as needed, to participate in professional training sessions collaboration, curriculum development, student support needed to organize, supervise and tutor, teacher/parent guardian meetings at Hoover High School.	7/01/21 through 6/30/22 \$31.00 per hour for planning \$34.00 per hour to teach Not to exceed \$8,000.00 total Supplemental 01.0 01000.0 11100 10000 1130 0300000

Position

Election Hourly/Daily (Cont.)

7. Corpuz, Kimberly
- Demirchyan, Armen
- Derian, Nelli
- Duncan, Yeato
- Dworkin, David
- Estep, Amy
- Eulmessekkian, Pateel
- Herabidian, Azad
- Hong, Christian
- Huber, David
- Javidan, Homa
- Jilizian, Vigen
- Joelson, DeAnna
- Kasmanian, Janna
- Kaufman, Sharon
- Kevorkian, Talin
- Kim, Christine
- Lackey, Bryan
- Le Clear, William
- Lim, Jessie
- Lopez, Laura
- Lowe, Kristine
- Luna, Javier
- Lundin, Dale
- Manin, Jerome
- Mejia, Victor
- Melikian, Melany
- Minasvand, Sevana
- Miranda, Argelia
- Myles, Robbie
- Oei, Cynthia
- Olvera, Evelyn
- Otten, Caitlin
- Ovsepyan, Arpine
- Parker, Derek
- Peterson, Anthony
- Pinsker, Jason
- Policky, Naeiri
- Ponziano, Domenico

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
7.	Rogers, Emily Rojas, Rosendo Scates, David Shagoulian, Haik Sood, Vandana Sparling, Benjamin Stepanyan, Edgar Stewart, Allison Suri, Lara Umansky, Jason Van Ackeren, Carrie Van Patten, John Wilke-Lewis, Monica	
8.	Alvarado, Paul Arjoyan, Anita Asadourian, Mirna Dall, Jennifer Dreyfus, Martha Emmett, RaeEtta Gonzales, Elena Vargas, Kari Ventresca, Dianne	Teachers, as needed, to develop Academic Vocabulary Acquisition Lessons at Roosevelt Middle School 7/01/21 through 8/13/21 Daily substitute rate of pay Not to exceed 2 days each total Title I 01.0 30100.0 11100 10000 1130 0500000
9.	Campbell, Joseph Whithorne, Marcus	Teachers, as needed, to plan, prepare and teach Glendale Skilled Trades Summer Camps. CTE 6/01/21 through 7/31/21 Hourly rate of pay Not to exceed 120 hours each 01.0 94313.1 38000 10000 1130 0000684

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
10.	Castaldo, Carmine Evans, Janelle	Counselors as needed to attend six two-hour virtual training sessions (live and prerecorded) for the “Growing up Mindful Program” during their non contractual days. Equity, Access and Family Engagement	6/16/21 through 7/21/21 Daily rate of pay of \$256.00 \$768.00 total Title IV 01.0 41270.0 11100 10000 1130 0000673
11.	Agabalian, Bella Kurchian, Hermine McDonnell, Suzanne Sanbar, Elizabeth Weimar, Marina	Teachers, as needed, to conduct TK and Kinder Parent Orientation for students entering TK and Kindergarten at Jefferson Elementary.	8/12/21 through 8/13/21 Substitute rate of pay Not to exceed \$825.00 total Title I 01.0 30100.0 11100 10000 1130 3000000
12.	Adamian, Arthur Aghoian, Jack Aguiar, Cristina Ahn, Linda Ainian, Juliet Aleksanyan, Lilit Allen, Richard Alvarenga, Maryeline Ames, Betsy Andrade, Melissa Arutunyan, Luiza Arutyunyan, Irene Arzoumanian, Rene Arzumanyan, Mary Asatryan, Anna Assaf, Nadia Avagyan, Anush Avedisian, Ana Avetisyan, Alina Ayala, Diana Baker, Daniel	Substitute Teachers, as needed.	7/16/21 through 7/15/22 \$165.00 per day 01.0 00000.0 19004 10000 1160 0004615

Position

Election Hourly/Daily (Cont.)

12. Bales, Sharon
- Barcena, Alissa
- Baznekian, Aleksi
- Becker, German
- Bezdikian, Nora
- Black, Jeffrey
- Boceta, Chelsea
- Boghigian, Gasia
- Bokor, Antonella
- Boon, Stephanie
- Bouldin, Vickie
- Briner, Martin
- Brinsley, Christopher
- Brown, Kelly
- Bumstead, Jon
- Callahan, Timothy
- Campbell, Shellie
- Cancik, Alicia
- Caporicci, Laura
- Carrillo, Irma
- Casey, Kylee
- Cathey, James
- Chang, Rye
- Charbonneau, Rogerlin
- Cho, Joon Seo (Alex)
- Cho, Kristy
- Choe, Hyun
- Choi, Cindy
- Choi, Timothy
- Ciruela, Marlon
- Coley-Hilburn, Sarah
- Collins, Joanna
- Conaty, Jennifer
- Contreras, Kathy
- Cragen, John
- Crowther, Brittany
- Darmanian, Leona
- Davis, Todd
- Daylami, Tahereh

Position

Election Hourly/Daily (Cont.)

12. De Vito, Luigi
- DeBoskey, Jennifer
- Diaz, Cynthia
- Dirky, Shahnaz
- Doctorian, Noelle
- Dorian, Jasmen
- Drewe, Lynn
- Dunbar, Jack
- Durry, Patty
- Dzhbrayan, Karine
- Farmer, Paige
- Ferrara, Katie
- Forbes, Zachary
- Fordiani, Eva
- Friedrichs, Heidi
- Galoyan, Armine
- Gappinger, Jennifer
- Garcia, Jacqueline
- Garcia, Juan
- Garrett, Kelsey
- Garza, Marissa
- Gellman, Paul
- Gevorkian, Lala
- Ghazarian, Arpi
- Gieselman, Kevin
- Gipson, Ebonie
- Goodman, Rebecca
- Gregorash, Valerie
- Grigorian, Lori
- Grigoryan, Lilit
- Grigoryan, Stella
- Guevara, Carmela
- Gyadayan, Arpen
- Ha, Becky
- Hacker, Elaine
- Hairapetian, Meleeneh
- Hakopian, Angel
- Harber, Christiane
- Harutyunyan, Tatevik

Position

Election Hourly/Daily (Cont.)

12. Hawes, Christina
- Heberger, Shannon
- Hemmati, Shayan
- Hitchcock, Jeffrey
- Ho, Michelle
- Hobson, Justin
- Hopkins, Kevin
- Humphreys, Julien
- Isandro, Aquiles
- Ito, Kyoko
- Jackson, Kimberly
- Jacobs, Jason
- Jang, Sarah
- Johnson, Monnavar
- Kaprielian, Sonia
- Karabedian, Gary
- Keenen, Michael
- Keshishian, Androuhi
- Keuroghelian, Karine
- Khodjasaryan, Sarineh
- Kim, Diane
- Kim, Emily
- Kim, Jinnie
- Kim, Margaret
- Kim, Yehun
- Kingsbury, Katherine
- Klein, Ann
- Klein, Maria
- Krikorian, Seran
- Kuby, Kathryn
- Kuyper, Erin
- Lalama-Brouwer, Genie
- Laux, Dennis
- Lazar, Maia
- Lee, Eun Sook
- Lening, Carol
- Lindke, Jody
- Lindley, Brittany
- Lodge, Daniella

Position

Election Hourly/Daily (Cont.)

12. Lubatti, Henry
- Madison, Valencia
- Malik, Muhaimin
- Manukyan, Tatevik
- Mardirosian, Vahe
- Martirosyan, Lusine
- Maynard, Andrew
- Mazmanian, Suzie
- McAfee, Catherine
- McNulty, Michael
- Mendoza, Andreu
- Merchant, Matthew
- Mesropyan, Armenuhi
- Mideros, Carla
- Mopia, Rosenie
- Mortensen, Linda
- Movsisian, Haik
- Munson, Brett
- Nazari, Anush
- Nazaryan, Michelle
- Newcomer, Susan
- Nichelson, Theodore
- Nishinaka, Scott
- Ohanian, Hermik
- Oiwake, Susan
- Oliver, Susan
- O'Rourke, Margaret
- Oskanian, Sevan
- Ourfali, Ghougas
- Owens, Elena
- Palkovic, Michael
- Panosian, Camelia
- Paployan, Teresa
- Pappas, Catherine
- Paredes, Jesse
- Park, Eunji
- Park, Saelom
- Partikian, Talin
- Pascual-Lopez, Teresa

Position

Election Hourly/Daily (Cont.)

12. Peerali, Olga
Petrosian, Galia
Phillips, Esther
Piini, Kelsie
Pirali, Evelyn
Reik, Dee
Robertson, Michelle
Rostami, Arpi
Saltzman, Harvey
Samford, Mark
Samuelson, Monica
Sanchez, Irma
Sargsyan, Armenui
Sayamyan, Elen
Schetina, Elizabeth
Schiro, Lindsay
Seeto, Kathleen
Sergeeva, Anna
Shaginian, Mariann
Shahinyan, Anna
Simonian, Angineh
Smith, Kevin
Smith, Tawni
Sohn, Kiho
Sondergaard, Kaja
Spears, Cynthia
Steckermeier, Joseph
Steele, Karen
Stepanian, Sevana
Strand, Bonnie
Szabo, Suzannah
Tenner, Kristina
Ter-Barseghyan, Armine
Tereyan, Suzanna
Thomas, Carina
Thomas, Liana
Tierney, Timothy
Tipton, Nicholas
Tomassian, Shoghag

Position

Election Hourly/Daily (Cont.)

12. Toralva-Lobato, Daniel
- Torosyan, Tatevik
- Turchin, Natasha
- Turner, Jarvis
- Underwood, Vincent
- Uniack, Mary-Jo
- Vandermey, Ronald (Herman)
- Vargas, Guadalupe
- Vatrалеva, Antoaneta
- Vazquez, Raquel
- Veliz, Sarah
- Verde, Jesus
- Villa, Nicki
- Villalta, Marsha
- Vink, Kayla
- Wada, Koji
- Waisman, Gabriel
- Waldheim, Mary
- Walker, Brian
- Wartanyan, Sary
- Waters, Leland
- Wiggins, Sarah
- Williams, Jovan
- Wilson, Paschell
- Winters Salazar, Leslie
- Worden, Pamela
- Yermian, Jaklin
- You, Carolina
- Zahedi, Kathy
- Zakaryan, Iskuhi
- Zapata, Luis
- Zevallos, Elva

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
13.	Buyer, Michele Danlag, Melinda Del Aguila, Nelly Lau, Myrna Mirmojarabian, Sadat Porter, Virginia Sergile, Kara Shammaa, Randa Treling, Antoinette Winter, Judy	School Nurses, as needed, to work additional hours. Health Services 7/01/21 through 6/30/22 Hourly rate of pay Not to exceed \$30,000 Health Services 01.0 00000.0 00000 31401 1234 0000681
14.	Chia, Janet Derusha, Lisa Meza, Cynthia Quinonez, Yvonne Sarkissian, Adrineh Sarkisyan, Mery Shabun, Daniella	Teachers, as needed, for meetings to go over student data, the needs assessment from staff, parents and students and to create ELO plan. La Crescenta Elementary 6/14/21 through 6/25/21 Hourly rate of pay Not to exceed 8 hours each 01.0 74250.0 11301 10000 1130 3200000
15.	Extra-Curricular Assignments	Second Semester 2020-2021
<u>LINCOLN ELEMENTARY</u>		
	Black, Tracey Gilbaugh, Karen	Hybrid roving Academic Coaching Hybrid roving
<u>MUIR ELEMENTARY</u>		
	Gentile, Amy Huleis, Lana Vardani, Agnessa	Math Club Student Council Student Council

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
16.	Extra-Curricular Assignments	Spring 2020-2021
	<u>WILSON MIDDLE SCHOOL</u>	
Aviles, Gilbert	Lacrosse	
Gayle, Michael	Basketball	
Markos, Chris	Sports Conditioning	
Mlady, Kelly	Cheerleading	
	<u>GLENDALE HIGH SCHOOL</u>	
Astor, Elizabeth	PBIS Coordinator	
Barboza-Flores, Aurora	Math	
Bedrousi, Soseh	Class Sponsor 11 th	
Benkovich, Joseph	Class Sponsor 9 th	
Briggs, Robert	Stage Director	
Buarenos, Noelle	Pep Squad Sponsor	
Ciotti, Holly	English	
	National Honors Society	
Clark-Reed, Shannon	Class Sponsor 10 th	
Goss, Audrey	Class Sponsor 12 th	
Hakobyan, Nare	ELD	
Hovannesian, Arsine	Head Counselor 3	
Lewis, Andrea	Physical Education	
Livingston, Jon	Student Body Advisor	
	Newspaper Sponsor 1	
	Yearbook Sponsor 1	
Mitropoulos, Daphane	Class Sponsor 12 th	
Morrison, Sarah	Scholastic Bowl	
O'Malley, Christopher	Social Studies	
	Class Sponsor 9 th	
Palmer, Kelly	Drill Team Sponsor	
	Scholastic Bowl	
Pugel-Gamez, Nicole	Industrial Arts	
Rangel, Amy	Band/Orchestra	
Sheldon-Williams, Grace	Choral Director	
Shiroyan, Hasmik	VAPA	
Sepulveda, Martha	Foreign Language	

		<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>			
16.	Telles, Patricia Thompson, Staci Venier, Daniel Vessella, Teresa	Class Sponsor 12 th MESA Science Special Education	
17.	Burt, Christina Tam, Anamarie	Teacher Specialists, as needed, to support and implement intervention for at-risk students at Mann Elementary	7/01/21 through 7/31/21 Hourly rate of pay Not to exceed 40 hours each Supplemental 01.0 01000.0 11100 10000 1130 3500000
18.	Barboza Flores, Aurora Ciotti, Holly Morrison, Sarah Sarkissian, Adrineh	Extra-Curricular Assignments, Official National Board Certification Glendale High School Glendale High School Glendale High School Balboa Elementary	2020-2021 School Year First and Second semester
19.	Abramian, Laura Agabalian, Bella Akiyama, Elizabeth Alvarado, David Alvarado, Wendy Andranian, Armena Appell, Kathryn Argudo-Borden, Karina Baghdasarian, Annette Barakezyan, Armenuhi Barocio, Danny Becker, Brian Bennett, Thomas Bessler, David Bolanos, Robert Bosen, Jane	Teachers, to attend the New Teachers Training in August.	8/01/21 through 8/30/21 Substitute daily rate of pay 01.0 07405.0 11100 10000 1160 0000618

Position

Election Hourly/Daily (Cont.)

19. Bowman, John
- Bush, Melissa
- Camacho, Jennifer
- Carter, Kenise
- Castaneda, Sydnee
- Castern, Paige
- Castro, Roxana
- Cha, David
- Chang, Ame
- Cheney, Michele Zayas
- Chin, Stephanie
- Choi, Chaninporn
- Choi, Nahyun
- Cicciarelli, Meagan
- Conaty, Jennifer
- Cota, Pamela
- Darbinyan, Anna
- De Bruijn, Janejira
- Dersaroian, Taleen
- Dertavitian, Araxi
- Derzakharian, Natalie
- Dien, Amber
- Dodd, Priscilla
- Duncan, Karoline
- Dworkin, David
- Elaryan, Anush
- Eulmessekkian, Pateel
- Franklin, Colleen
- Funk, Josephine
- Galvin, Alison
- Genachte, Delphine
- Gibbs, Caden
- Grigori, Virginia
- Guzman, Annette
- Hakushi, Kumiko
- Heine, Donovan
- Hickman-Tcheng, Heather
- Isayan, Sevada
- Ishoo, Sabrina

Position

Election Hourly/Daily (Cont.)

19. Jenkins, Jerica
- Kakosian, Sosi
- Kim, Alexander
- Kim, Andrea
- Kim, Ji Suk
- Kim, Joann
- Kim, Young-Il
- Kiradosyan, Ani
- Kneisel, Josephine
- Koester, Dylan
- Kovesdy, Andras (Dras)
- Lafee, Cassidy
- Lau, Celeste
- Lee, Michelle
- Lee, So Young (Sonya)
- Leon, Nicholas
- Maksoudian, Lilit
- Maleque, Yasmin
- Mangahis, Carmela
- Manin, Jerome
- Margaryan, Anna
- Marquez, Camerina
- Martin, Christine
- Martirosyan, Anna
- Mckovich, Kelsey
- Mietz, Shawn
- Nazaryan, Talin
- Okuda, Tae
- Orue, Noruma
- Park, Yoon Seo
- Peterson, Scott
- Ponziano, Domenico
- Rodgers, Celeste
- Rodriguez, Analilia
- Ross, Justin
- Sanamyan, Diana
- Sanchez, Rebeca
- Sanchez, Savannah
- Sato, Akiko

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
19.	Schneider, Ute Christiane Shatikian, Sareen Silva, Renessa Sion, Caroly Smith, Katherine Snyder, Oralia Stanton, Michael Stopek, Jonathan Sun, Valerie Tashkesen, Arthur Arto Tovmasyan, Tatevik Vegas (Banul), Juliane Verano, Michaele John Villegas, Vanessa Webster, Jeremy Zuniga, Desirae	
20.	Brown, Kelly Substitute teacher, as needed, for Choral Director to provide music experience to 2 nd and 3 rd grade students. Marshall Elementary	9/02/21 through 6/13/22 Not to exceed \$1,210.00 stipend per semester. 01.0 00000.0 17001 10000 1170 3600000
21.	Castagnari, Laura Counselor, as needed, to put together a seven period block schedule day at Toll Middle School.	7/01/21 through 7/31/21 Daily rate of pay of \$256.00 Not to exceed 4 days 01.0 32120.0 00000 31100 1232 0007616
22.	Escobar, Marylou Teacher, as needed, to conduct FLOSEM assessments to incoming students for the FLAG Spanish Program at Muir Elementary School	6/28/21 through 8/17/21 \$34.00 per hour Not to exceed 5 hours total FLAG Support Program 01.0 00000.0 00000 21004 1130 0008682

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
23.	Gang, Mark Teacher Specialist, as needed, to assist with the opening of 21-22 school year at Roosevelt Middle School	7/01/21 through 8/13/21 Daily rate of pay Not to exceed 10 days total Title I 01.0 30100.0 11100 10000 1130 0500000
24.	Gang, Mark Teacher Specialist, as needed, to write the Tobacco Use Prevention Education (TUPE) grant's 20-21 year end annual progress report for submission to the California Department of Education. Student Support Services	7/14/21 through 9/17/21 Daily rate of pay Not to exceed 5 days TUPE Grades 6-12, Tier 2 01.0 66904.0 11100 10000 1130 0000682 Violence Prevention 01.0 00000.0 11309 10000 1130 0002682
25.	Gonzales, Elena D. Teacher, Special Education Special Education Wilson Middle School	5/10/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65000.0 57601 11100 1110 0000600
26.	Hakopian, Narineh Teacher Specialist, as needed, to coordinate and supervise with families during Summer Academy. Equity, Access and Family Engagement	7/24/21 through 8/28/21 Daily rate of pay Not to exceed 5 days 01.0 42160.0 11100 10000 1130 0000673
27.	Hakopian, Narineh Teacher Specialist, as needed, to support and plan family engagement activities at Equity, Access and Family Engagement.	7/23/21 through 8/13/21 Daily rate of pay Not to exceed 10 days total Title I 01.0 30100.0 11100 10000 1130 0000673

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
28.	Hemmati, Shayan Substitute teacher, as needed. CDCC	6/15/21 through 7/02/21 \$165.00 per day 01.0 74250.0 19011 10000 1160 0000611
29.	Hilario, Monica Teacher Specialist, as needed, to work at the beginning of the 21-22 school year organization, textbook distribution, management and other duties at R.D. White Elementary School.	8/09/21 through 8/13/21 Daily rate of pay Not to exceed 5 days total Title I 01.0 30100.0 11100 10000 1130 4300000
30.	Hill, Marilyn Retired Speech, Language Pathologist, as needed, to provide support to the Foothill SELPA DHH staff.	7/01/21 through 6/30/22 Daily rate of pay Not to exceed 60 days SELPA – DIS Program 01.0 65001.0 57607 11100 1116 0000668
31.	Ignagni, Deborah Retired Administrator, to provide support to the Human Resources Department.	7/14/21 through 9/30/21 \$120.00 per hour Not to exceed 160 hours 01.0 00000.0 00000 72002 1314 0001615
32.	Johnson, Gail A. Retired Counselor, as needed, to evaluate foreign transcripts for new incoming student to GUSD. Student Support Services	7/01/21 through 6/30/22 \$34.00 per hour Not to exceed 200 hours 01.0 00000.0 00000 31101 1232 0004682
33.	Jones, Linda School Nurse, as needed Health Services	7/01/21 through 6/30/22 Hourly rate of pay Not to exceed \$20,000 Health Services 01.0 00000.0 00000 31401 1234 0000681

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
34.	Kim, Emily Elementary long term substitute teacher, as needed, to prepare for hybrid instruction, including classroom set-up and attending professional development. Monte Vista Elementary	3/13/21 through 4/30/21 Hourly rate of pay Not to exceed 30 hours 01.0 32120.0 00000 21400 1130 0000618
35.	Lim, Jessie Teacher, as needed, to teach cultural classes in Korean at Keppel Elementary for FLAG students in the summer learning program (Camp Excel). Keppel Elementary	6/14/21 through 7/02/21 Summer hourly rate of pay Not to exceed 8 hours total Keppel Korean Donation 01.0 94376.0 11100 10000 1130 0000611
36.	O'Rourke, Corky Teacher, as needed, to provide consultation services to Foothill SELPA Private School students.	7/15/21 through 7/31/21 Daily rate of pay Not to exceed 4 days 01.0 33110.0 57600 11100 1130 0000668
37.	Peterson, Scott Teacher, as needed, to plan and hold activities at snack during summer school to build school culture/community at Wilson Middle School.	6/14/21 through 7/16/21 2 hours of planning at \$31.00 per hour. 3 hours to work with students at \$34.00 per hour. Supplemental 01.0 01000.0 11100 10000 1130 0800000
38.	Extra-Curricular Assignments	Winter 2020-2021
<u>HOOVER HIGH SCHOOL</u>		
	Salvatier, Oscar	Basketball (JV/Asst.) – Girls

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Election Hourly/Daily (Cont.)</u>		
39.	Saw, Win Teacher, as needed, to complete equipment inventory for Supplemental funding at Crescenta Valley High School	7/01/21 through 8/13/21 \$31.00 per hour Not to exceed 15 hours total Supplemental 01.0 01000.0 11100 10000 1130 0100000
40.	Stanczak, Bozena Teacher, Special Education Special Education Wilson Middle School	5/10/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65000.0 57601 11100 1110 0000600
41.	Stuffel, Linda R. Teacher, Special Education Special Education Wilson Middle School	5/10/21 through 6/10/21 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 65000.0 57601 11100 1110 0000600

Additional Compensation

1.	Bowman, John Dilanchyan, Janet Glusovich, Kelly Grigoryan, Satenik Janairo, Brenda Minasyan, Nvard Moriarity, Donald Ovsepyan-Kmbikyan, Alis Piscitelli-Carrasco, Antonia Ross, Justin Quock, Gar Van, Michelle	Daily High School Teachers, as needed, for prep period during the third trimester	5/03/21 through 6/09/21 Hourly rate of pay Not to exceed 14 hours ESSER 01.0 32120.0 11100 10000 1130 00016105
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	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Additional Compensation (Cont.)</u>		
2.	Ito, Shannon (Going to Marshall) Petrossians, Taleen (From 3 rd to 6 th Grade) Sercomb, Marc (From 3 rd to 4 th Grade)	Teachers, as needed, to move classrooms due to reassignment. Muir Elementary
		6/14/21 through 7/30/21 Substitute rate of pay Not to exceed 2 days 01.0 00000.0 00000 72002 1130 0001615
3.	Huleis, Lana Vardani, Agnessa	Teachers, as needed, to relocate from Muir to to assigned school of Keppel Elementary. Muir Elementary
		7/08/21 through 7/09/21 Regular rate of pay Not to exceed 2 days 01.0 00000.0 00000 72002 1130 0001615

Transportation Authorization

1.	Buyer, Michele Danlag, Melinda Del Aguila, Nelly Jones, Linda Lau, Myrna Mirmojarabian, Sadat Porter, Virginia Sergile, Kara Shammaa, Randa Treling, Antoinette Winter, Judy	School Nurses, as needed, for transportation to various sites. Health Services
		7/01/21 through 6/30/22 56 cents per mile Health Services 01.0 00000.0 00000 31404 5210 0000681

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report</u>		
1.	Revision to Board Report No. 1, July 14, 2020	
	<u>Page 16, Item 5</u>	
	Various names	7/01/20 through 6/30/21 \$27.00 per hour for planning \$30.00 per hour for working with students \$33.00 per hour for working with adults Not to exceed \$20,000.00 total Title I 01.0 30100.0 11100 10000 1130 0300000
	Add the following name: Eulmessekian, Pateel	
2.	Revision to Board Report No. 19, June 15, 2021	
	<u>Page 23, Item 74</u>	
	Scott, Jaclyn	6/14/21 through 7/02/21 Daily rate of pay Not to exceed 2 days 01.0 74250.0 19011 10000 1331 0000611
	Increase the total days to read:	Not to exceed 6 days

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
3.	Revision to Board Report No. 17, May 18, 2021	
	<u>Page 8, Item 12</u>	
	Choi, Unis	Teacher Specialist, as needed, to provide support for the elementary summer learning program (Camp EXCEL)
		6/18/21 through 7/02/21 Summer hourly rate of pay Not to exceed 44 hours total FLAG Support Program 01.0 00000.0 00000 21004 1130 0008682
	Change to read:	6/14/21 through 7/02/21 Not to exceed 52 hours total
4.	Revision to Board Report No. 19, June 15, 2021	
	<u>Page 17, Item 43</u>	
	Alonso, Rosa	Elementary Principal, as needed, to work extra days above contractual days for elementary summer Camp Excel and Campalooza. Mann Elementary
		6/14/21 through 7/16/21 Daily rate of pay Not to exceed 19 days 01.0 74250.0 19011 10000 1331 0000611
	Change to read:	6/14/21 through 7/30/21 Not to exceed 29 days

Effective Dates
 And Salary Rate

Position

Revision to Previous Personnel Report (Cont.)

5. Revision to Board Report No. 1, July 14, 2020

Page 28, Item 19

Various

Teachers, Substitute
 Teachers and Retirees,
 as needed, to attend
 ELPAC trainings and
 provide Initial &
 Summative ELPAC
 testing at various
 school sites
 Assessment & Evaluation

7/01/20 through 6/30/21
 \$31.00 per hour for training
 \$34.00 per hour for testing
 Not to exceed \$100,000.00 total
 Assessment & Accountability
 (ELPAC)
 01.0 00000.0 11100 10000 1130
 0004616

Add the following names:
 Harber, Christiane
 Sasaki, Heidi

6. Revision to Board Report No. 5, October 6, 2020

Page 6, Item 3

Various names

Teachers, as needed, to
 provide after school
 intervention (ELA &
 Math) at Muir
 Elementary School

9/01/20 through 6/11/21
 \$34.00 per hour to teach
 Not to exceed \$5,000 total
 Title I
 01.0 30100.0 11100 10000 1130
 4000000

Increase pay limit to read:

Not to exceed \$11,489.00 total

7. Revision to Board Report No. 18, June 1, 2021

Page 17, Item 8

Various names

01.0 02000.0 19008 10000 1130
 0006682

Add the following name:
 Dzhbrayan, Karine

Effective Dates
And Salary Rate

Position

Revision to Previous Personnel Report (Cont.)

8. Revision to Board Report No. 19, June 15, 2021

Page 4, Item 4

Arias, Melissa	Teachers, as needed, to	6/07/21 through 7/02/21
Becker, Brian	plan, prepare and teach	Summer school rate of pay
Brown, Tracy	for elementary summer	01.0 74250.0 00000 21400 1130
Cruce, Kimberly	Camp Excel	0000618
Frink, Sharon	Verdugo Woodlands ES	01.0 74250.0 19011 10000 1130
Gregorash, Valerie		0000611
Hakushi, Kumiko		
Haug, Lisa		
Kingsbury, Katherine		
Miketta, Lynette		
Moreno, Heidi		
Ouweleen, Mark		
Richmond, Scott		
Tanabe, Saki		
Wong, Kathy		
Woodward, Jeanette		

Add the following names:

Henschel, Sharon
Sandoval, Luis

9. Revision to Board Report No. 18, June 1, 2021

Page 17, Item 8

Various names		6/14/21 through 7/16/21
		Summer school rate of pay
		01.0 32120.0 19009 10000 1130
		0006682

Add the following name:

Scates, David

Effective Dates
 And Salary Rate

Position

Revision to Previous Personnel Report (Cont.)

10. Revision to Board Report No. 19, June 15, 2021

Page 25, Item 2

Various names

Teachers, Substitute Teachers
 and Retirees, as needed, to
 attend ELPAC trainings
 and provide Initial &
 Summative ELPAC testing
 at various school sites and
 the Welcome Center
 Equity, Access and Family
 Engagement

7/01/21 through 6/30/22
 \$31.00 per hour for training
 \$34.00 per hour for testing
 Not to exceed \$130,000.00 total
 ELPAC – EAFE
 01.0 00000.0 111308 10000 1130
 0002673

Add the following names:

Harber, Christiane
 Oliver, Susan
 Sasaki, Heidi

11. Revision to Board Report No. 18, June 1, 2021

Page 9, Item 8

Various names

6/14/21 through 7/16/21
 Summer school rate of pay
 01.0 32120.0 19009 10000 1130
 0006682

Add the following name:

Kamiya, Randall

12. Revision to Board Report No. 4, September 15, 2020

Page 5, Item 1

Various names

Teachers, as needed, to
 plan curriculum and
 enrichment at Clark
 Magnet High School

8/01/20 through 6/30/21
 \$31.00 per hour
 Not to exceed \$5,000.00 total
 Supplemental
 01.0 010000.0 11100 10000 1130
 0900000

Increase pay limit to read:

Not to exceed \$10,000.00 total

	<u>Position</u>	<u>Effective Dates And Salary Rate</u>
<u>Revision to Previous Personnel Report (Cont.)</u>		
13.	Revision to Board Report No. 18, June 1, 2021	
	<u>Page 17, Item 8</u> Various names	6/14/21 through 7/16/21 Summer school rate of pay 01.0 32120.0 19009 10000 1130 0006682
	Add the following name: Bedrousi, Miro	
14.	Revision to Board Report No. 19, June 15, 2021	
	<u>Page 34, Item 18</u> Castagnari, Laura	6/01/21 through 6/30/21 Daily rate of pay Not to exceed 4 days 01.0 32120.0 00000 31100 1232 0007616
	Counselor, as needed, to put together a seven period block schedule day at Toll Middle School.	
	Change to read:	Established Daily rate of pay of \$256.00
15.	Revision to Board Report No. 18, June 1, 2021	
	<u>Page 23, Item 1</u> Mehrabian, Vahan	6/16/21 through 6/19/21 Not to exceed \$2,000.00 total Title II, Part A 01.0 40352.0 11100 1000 5811 0000673
	Consultant, as needed, to provide trainings, work with faculty at Chamlian Armenian School to revise curriculum guides and lesson plans. Equity, Access and Family Engagement	
	Change name to read: Mehrabian, Vahan	

Effective Dates
 And Salary Rate

Position

Revision to Previous Personnel Report (Cont.)

16. Revision to Board Report No. 19, June 15, 2021

Page 8, Item 18

Beard, David APE Teachers, as needed,
 Chacon, Christopher to work for Special
 McBurney, Natalie Education – College
 View Summer School

6/14/21 through 7/16/21
 Summer school hourly rate
 Special Education – College
 View
 01.0 65000.0 57611 11100 1130
 5000000

Change pay rate to read:

Daily rate of pay

17. Revision to Board Report No. 19, June 15, 2021

Page 22, Item 67

O'Rourke, Katherine Teacher Specialist, as
 needed, to work for
 Special Education -
 College View Summer
 School

6/14/21 through 7/16/21
 Established rate of pay
 Not to exceed 15 days
 Special Education – College
 View
 01.0 65000.0 57611 11100 1130
 5000000

Change pay rate to read:

Daily rate of pay

18. Revision to Board Report No. 19, June 15, 2021

Page 9, Item 23

Bessler, David Summer School Teachers,
 Dworkin, David as needed, to work for
 Fields, Steve Special Education -
 Nakaya, Paula College View.
 Perez, Yula
 Phelps, Craig

6/14/21 through 7/16/21
 Summer school rate of pay
 Special Education - College
 View
 01.0 65000.0 57611 11100 1130
 5000000

Change pay rate to read:

Daily rate of pay

Position

Effective Dates
 And Salary Rate

Revision to Previous Personnel Report (Cont.)

19. Revision to Board Report No. 19, June 15, 2021

Page 10, Item 24

Brinker, Louis Howe-Flores, Jessica Joelson, Deanna McGuire, Jason Ruiz, Mario Walgenbach, Aaron	Summer School Teachers, as needed, to work for Special Education – FACTS	6/14/21 through 7/16/21 Summer school rate of pay Special Education – FACTS 01.0 65000.0 57603 11100 1130 5400000
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Change pay rate to read:

Daily rate of pay

Personal Services Agreement

- | | | | |
|----|-------------------------------|--|---|
| 1. | Genachte-le Bail,
Delphine | Consultant, as needed, to
translate instructional
materials to French.
Teaching and Learning. | 6/01/21 through 7/31/21
\$31.00 per hour
Not to exceed 20 hours total
01.0 07405.0 11100 10000 5811
0000618 |
| 2. | Willard, Christopher | Consultant, as needed, to
provide training:
“Growing Up Mindful
Program”, 12 virtual
trainings and certification
for school counselors
Janelle Evans, Crescenta
Valley HS and Carmine
Castaldo Wilson MS.
Participants will develop
skill and earn certification
in mindfulness.
Equity, Access and Family
Engagement | 6/16/21 through 9/01/21
Not to exceed \$3,600.00 total
01.0 41270.0 11100 10000 5811
0000673 |

Position Effective Dates
And Salary Rate

Consulting Teachers for 2021-22

It is recommended that the teachers listed below be designated Consulting Teachers for the Peer Assistance and Review Program and assigned to the Consulting Teacher Pool. The Consulting Teachers would be activated on an as needed basis from July 1, 2021 to June 30, 2022.

<u>Name</u>	<u>School</u>
Holden, Christine L.	Glenoaks Elementary
Odell, Heather	Columbus Elementary

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 reimburse Ms. Calista Ruiz, Armenian Sisters' Academy school teacher, for registration of the online courses at Loyola Marymount University as part of the professional development with Title II program, Equitable Services for the private schools, not to exceed \$1,000.00

Title II – Supporting Effective Instruction
01.0 40352.0 11100 10000 5815 0000673

2. It is recommended that approval be given to reimburse Ms. Ani Ebrahimian, First Steps School teacher, for registration of the online course “Techniques for behavior change in young children” as part of the professional development with Title II program, Equitable Services for the private schools, not to exceed \$373.00

Title II – Supporting Effective Instruction
01.0 40352.0 11100 10000 5815 0000673

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CLASSIFIED PERSONNEL REPORT NO. 1

CONSENT CALENDAR NO. 3

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Dr. Darneika Watson, Chief Human Resources and Operations Officer/
Director of Classified Personnel

SUBJECT: CLASSIFIED PERSONNEL REPORT NO. 1

It is recommended that the following report be approved as presented:

	<u>Location</u>	<u>Months/Hours, and Salary Rating</u>
<u>Medical Leave of Absence</u>		
1. <u>Cafeteria Worker II</u> Garabedian, Vartohi	R.D. White	04/12/21 through 06/11/21
2. <u>Custodian I</u> Aldama, Dionisio	FASO	03/30/21 through 05/17/21
3. <u>Custodial Supervisor II</u> Enriquez, Richard	FASO	12/17/20 through 05/24/21
4. <u>Health Assistant LVN/RN</u> Cardona, Cynthia	Toll	05/07/21 through 06/16/21
5. <u>Technology Support Technician</u> Montero, Margarito	ETIS	05/26/21 through 06/26/21
6. <u>Typist Clerk III</u> Keshish, Melina	Nutrition Services	04/19/21 through 10/17/21

Effective Dates,
 Months/Hours, and
Salary Rating

Location
Extension of Medical Leave of Absence

1. Custodian I
 Alexanian, Robert Hoover 04/13/21 through 05/31/21
2. Education Assistant I
 Zakaryan, Mariam Dunsmore 01/31/21 through 06/20/21
3. Manager Cafeteria, Secondary – Non-Transport
 Sarkis-Adwar, Lina Toll 03/29/21 through 05/12/21
4. Painter
 Stone, Mark FASO 03/01/21 through 06/09/21

Family & Medical Leave of Absence

1. Custodian I
 Aldama, Dionisio Muir 03/30/21 through 05/17/21
2. Custodial Supervisor II
 Enriquez, Richard FASO 12/17/21 through 04/05/21
3. Heating & Air Conditioning Mechanic
 Villarreal, Omar Hoover 05/03/21 through 05/25/21
4. Health Assistant LVN/RN
 Cardona, Cynthia Toll 05/07/21 through 06/16/21
5. Technology Support Technician
 Montero, Margarito ETIS 05/26/21 through 06/26/21
6. Typist Clerk III
 Benetic, Sandra CDCC 04/19/21 through 07/12/21
 Keshish, Melina Nutrition Services 04/19/21 through 07/13/21

Effective Dates,
Months/Hours, and
Salary Rating

Location
Extension of Family & Medical Leave of Absence

1. Custodian I
Alexanian, Robert Hoover 04/13/21 through 05/31/21
2. Manager Cafeteria, Secondary School Non-Transport
Sarkis-Adwar, Lina Toll 03/29/21 through 05/12/21

Change of Maternity Leave of Absence

1. Behavior Intervention Assistant
Tablas-Hidalgo, Maricela Special Education 05/01/21 through 09/05/21

Parental Leave of Absence

1. Heating & Air Conditioning Mechanic
Villarreal, Omar FASO 05/03/21 through 05/25/21

Termination – Exhaustion of Benefits
2021-cl-36635

Effective 06/18/21

Termination – Probationary
2021-cl-82563
2021-cl-82659
2021-cl-82679

Effective 06/21/21

Effective 07/02/21

Effective 06/30/21

Deceased

Education Assistant II
Bedrossian, Vilma

06/19/2021

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay</u>		
1. <u>Administrative Secretary</u>		
Nersesyan, Arevik	Balboa	06/22/21 through 07/30/21 Not to exceed 168 hours total 01.0 95100.0 00000 27000 2430 3100000
Clarkson, Caitlin	Student Services	06/14/21 through 08/06/21 01.0 00000.0 00000 31301 2430 0007682
Stefun, Susan	Student Services	06/14/21 through 08/06/21 01.0 00000.0 00000 31301 2430 0007682
2. <u>Assistant Physically Handicapped</u>		
Escobar, Erin Flores, Edgar	Special Education	06/09/21 Not to exceed 1 hour, each Special Education – IDEA 01.0 33100.0 57600 11100 2130 0000600
Escobar, Erin Flores, Edgar	Special Education	06/10/21 Not to exceed 1 hour, each Special Education – IDEA 01.0 33100.0 57600 11100 2130 0000600
Siraki, Astekhhik	Special Education	07/06/21 through 08/13/21 Not to exceed 8 hours a day Special Education-Summer School 01.0 65000.0 57609 11100 2130 0000600

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
3. <u>Behavior Intervention Assistant – Substitutes</u>		
Abel, Shantie	Special Education	07/06/21 through 07/14/21
Doan, Jenny		Not to exceed 6 hours a day, each
Foss, Kristen		Special Ed-S&C-BIA General Fund
Gant, Jordan		01.0 04000.0 57607 11100 2130 0000600
Garcia, Emilio		
Garvin, Quincy		
Gould, Breanna		
Herrera, Gabriel Garcia		
Lures, Crispina		
Mehrabyan, Narine		
Minasian, Lena		
Ramirez, Kimberly		
Sagar, Kosha		
Sanchez, Aaron		
Wasson, Ashley		
Herrera, Arlene	Special Education	07/06/21 through 08/13/21
Khachikyan, Anita		Not to exceed 8 hours a day, each
		Special Education-Summer School
		01.0 65000.0 57609 11100 2130 0000600

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
4. <u>Education Assistant I</u>		
Arajujo, Rosa	CDCC	06/14/21 through 07/02/21
Astoquillca, Kimberly		01.0 74250.0 19011 10000 2110 0000611
Batres, Elizabeth		01.0 74250.0 19011 10000 2130 0000611
Carreon, Margaret		01.0 74250.0 19011 10000 2160 0000611
Conroy, Lynette		12.0 61051.0 85000 10000 2110 0000671
De Jesus Emmerson, Maria		12.0 61051.0 85000 10000 2130 0000671
Flores Yurrita, Claudia		12.0 61051.0 85000 10000 2160 0000671
Giannamore, Jordyn		12.0 61052.0 85000 10000 2110 0000671
Hovhannisyan, Narine		12.0 61052.0 85000 10000 2130 0000671
Giannamore, Madison		12.0 61052.0 85000 10000 2160 0000671
Khachatryan, Lusine		
Mousalu, Marineh		
Orozco Isais, Maria		
Pulido, Alexis		
Regalado, Silvia		
Roa, Yna		
Rodriguez, Richard		
Soria, Monica		
Tahmasebian, Leo		
Waldheim, Natalie		
5. <u>Education Assistant II</u>		
Medina, Alberto	Glendale	06/14/21 through 07/16/21 Not to exceed \$2,500.00 total Title I 01.0 30100.0 11100 10000 2130 0200000
Petrosyan, Frida	Columbus	06/07/21 through 07/02/21
Sosa, Suzanna		Not to exceed \$6,000.00
Bagramyan, Anait		01.0 74260.0 19011 10000 2130 0000611
Shah, Pashmina	Special Education	07/06/21 through 08/13/21 Not to exceed 8 hours a day Special Education-Summer School 01.0 65000.0 57609 11100 2130 0000600

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
6. <u>Education Assistant Intensive Support</u>		
Khachatryan, Ruzanna	Columbus	06/07/21 through 07/02/21
Tellez, Pedro		Not to exceed \$6,000.00 01.0 74260.0 19011 10000 2130 0000611
Abkarian, Anita	Special Education	07/06/21 through 08/13/21
Gardner, Stacey		Not to exceed 8 hours a day, each
Gould, Breanna		Special Education-Summer School
Mehrabyan, Narine		01.0 65000.0 57609 11100 2130 0000600
Puranan, Sara		
Richardson, Richard		
Rodriguez, Carmen		
7. <u>Education Assistant Intensive Support – Substitutes</u>		
Babajanyan, Liana	Special Education	07/06/21 through 07/14/21
Barry, Sean		Not to exceed 6 hours a day, each
Bekverdyan, Karine		Special Ed-S&C-EAIS-General Fund
Escobar, Erin		01.0 05000.0 57608 11200 2130 0000600
Garcia, Joanna		
Haroutounian, Armineh		
Highley, Daily		
Hiller, John		
Holstein, Shannon		
Juarez, Jessica		
Nazarian, Trina		
Oskanian, Salpie		
River, Michelle		
Shamirzayan, Vivian		
Tellez, Kalanie		
Torres, Daniel		
Zierhut, Lily		
Barry, Sean	Special Education	07/06/21 through 08/13/21
Hoveyda, Aida		Not to exceed 8 hours a day
Martinez, Ismael		Special Education-Summer School 01.0 65000.0 57609 11100 2130 0000600

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
8. <u>Elementary Yard Duty Leader</u>		
Safarian, Diana	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Gaither, Doris	Lincoln	06/07/21 through 07/02/21 Not to exceed 3 weeks total 01.0 74260.0 19011 10000 2130 0000611
9. <u>Health Assistant LVN/RN</u>		
Amaya, Jessica	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Borja, Maria	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Geragosian, Siyouneh	Balboa	06/14/21 through 07/02/21 01.0 74250.0 00000 27001 2430 0000611
Geragosian, Siyouneh	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Gonzalez, Andrea	Student Services	06/14/21 through 08/06/21 01.0 00000.0 00000 31301 2430 0007682

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
9. <u>Health Assistant LVN/RN</u> - Continued		
Gonzales, Erika	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Goze, Ashley	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Hairapedian, Anita	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Isaghoolian, Lina	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Nicolas, Aimee	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Salcedo, Elizabeth	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
9. <u>Health Assistant LVN/RN</u> - Continue		
Torosian, Hermineh	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Torosian, Hermineh	Marshall	08/02/21 through 08/06/21 Not to exceed 8 hours per day Not to exceed 3 days Not exceed 24 hours total 01.0 01000.0 00000 27000 2430 3600000
Villagran, Nixcy	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
10. <u>Library Assistant</u>		
Amranyan, Gissell	Cerritos	09/14/18 through 12/18/18 Not to exceed 25 hours total 01/08/19 through 05/24/19 Not to exceed 31 hours total 01.0 01000.0 00000 24203 2910 2200000
Dow, Debby	Keppel	06/14/21 through 06/30/21 Not to exceed 56 hours total 01.0 74250.0 00000 27001 2930 0000611
11. <u>Library Technician</u>		
Hunter, April	Toll	07/01/21 through 07/31/21 Not to exceed 40 hours total 01.0 32120.0 19009 10000 2930 0006682

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>		
12. <u>Typist Clerk II</u> Allen, Stephanie	Monte Vista	06/14/21 through 07/02/21 01.0 74250.0 00000 27001 2430 0000611 01.0 74250.0 00000 27001 2930 0000611
Allen, Stephanie	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Arensdorff, Francis	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Asatryan, Marine	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Dohbashian, Sasoon	Student Services	06/14/21 through 08/06/21 01.0 00000.0 00000 31301 2430 0007682
Gonzalez, Susana	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
Herabidian, Karmen	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616

		<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Additional Assignment Temporary - At Established Rate of Pay - Continued</u>			
12.	<u>Typist Clerk II</u> - Continued		
	Malian, Flora	CDCC	06/14/21 through 06/30/21 Not to exceed 10 days total 01.0 74250.0 19011 10000 2130 0000611
	Orozco, Maria	Educational Services	08/02/21 through 08/18/21 Not to exceed 8 hours per day Not to exceed 2 days Administration 01.0 00000.0 00000 71001 2430 0007616
	Wallace, Leslie	Student Services	06/14/21 through 08/06/21 01.0 00000.0 00000 31301 2430 0007682
13.	<u>Yard Duty Assistant</u>		
	Shepherd, Deborah	Lincoln	06/07/21 through 07/02/21 Not to exceed 3 weeks total 01.0 74260.0 19011 10000 2130 0000611

<u>Change of Assignment</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. <u>Provisional Assignments</u>		
a. <u>Education Assistant II</u>		
Keshishi, Lidoush	Jefferson From Elementary Yard Duty Leader, 6-4	08/18/2021 through 11/30/2021 6 hours a day 6-4 01.0 32100.0 11100 10000 2110 0001615
b. <u>Buyer</u>		
Sievert, Maria	Procurement & Contract Services From Typist Clerk III, 16-9	08/01/20 through 08/31/20 8 hours a day 32-2 01.0 00000.0 00000 72006 2410 0000685
c. <u>Warehouse Driver/Inventory Specialist</u>		
Leiva, Juan	FASO From Warehouse Worker/Driver I 20-9	07/01/21 through 07/31/21 09/01/21 through 09/30/21 11/01/21 through 11/30/21 8 hours a day 24-9 01.0 00000.0 00000 72005 2211 0000640
Molano, John	FASO From Warehouse Worker/Driver I 20-9	08/01/21 through 08/31/21 10/01/21 through 10/31/21 12/01/21 through 12/31/21 24-9 8 hours a day 01.0 00000.0 00000 72005 2211 0000640

Effective Dates,
 Months/Hours, and
Salary Rating

Location

Change of Assignment - Continued

1. Provisional Assignments - Continued

d. Nutrition Services Driver

Mendizabal, Mario	Nutrition Services	05/28/21
	From Cafeteria	06/01/21 through 06/11/21
	Worker I	8 hours a day
	1-3	12-1
		13.0 53100.0 00000 37000 2212 0200000

e. Warehouse Worker/Driver I

Pineda, Miguel	FASO	07/01/21 through 12/31/21
	From Custodian I	8 hours a day
	11-9	20-6
		01.0 00000.0 00000 72005 2211 0000640

Effective Dates,
 Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports

1. Revision to Board Report #19, June 15, 2021

Page 1, Item 1

Eligibility Lists

Account Clerk III

Asadourian, Alenoush	Nutrition Services	06/07/21; 12/8; 21-4 13.0 53100.0 00000 37005 2410 0000662
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<u>Change account number to read:</u>		01.0 94033.0 00000 37000 2410 0000662
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2. Revision to Personnel Report # 19, June 15, 2021

Page 25

Election of Classified Hourly Substitutes through 06/30/22

Babakhanians, Armineh	Monte Vista	06/07/21 through 07/02/21
Moradkhanian, Gayaneh		Summer School Camp
Nahabeet, Anette		01.0 74250.0 19011 10000 2930 0000611
Pierson, Deborah		

<u>Change dates to read:</u>	June 14, 2021 through 07/02/21
<u>Add hours to read:</u>	Not to exceed 4 hours per day
<u>Add name to read:</u>	Rahman, Patricia

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports - Continued

3. Revision to Personnel Report #19, June 15, 2021

Page 10

Additional Assignment Temporary - At Established Rate of Pay

Library Assistant

Edwards, Holly

Monte Vista

06/07/21 through 07/02/21

Summer School Camp Excel

01.0 74250.0 19011 10000 2930 0000611

Change dates to read:

Add hours to read:

Change account to read:

06/14/21 through 07/02/21

Not to exceed 4 hours per day

01.0 74250.0 00000 27001 2930 0000611

4. Revision to Personnel Report #19, June 15, 2021

Page 24

Election of Classified Hourly Substitutes

Gavaljyan, Maria

Mann

06/14/21 through 07/16/21

Gonzalez, Laura

Not to exceed 96 hours each

Semerdjian, Elizabeth

01.0 74250.0 00000 27001 2930 0000611

Torres, America

Vega Flores, Michelle

Change account to read:

01.0 74260.0 19011 10000 2130 0000611

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports - Continued

5. Revision to Personnel Report # 18, June 1, 2021

Page 10

Provisional Assignment

Cafeteria Worker II

Mikel, Molly

Verdugo Woodlands
From Cafeteria
Worker I, 1-4

05/03/21 through 06/11/21

6.5 hours a day

4-5

13.0 53100.0 00000 37000 2212 0100000

Change hours to read:

6 hours a day

6. Revision to Personnel Report # 18, June 1, 2021

Page 5

Additional Assignment Temporary - At Established Rate of Pay - Continued

Clerk II

Davari, Ayda

Hoover

06/14/21 through 07/16/21

Gharibian, Maria

Not to exceed \$5,500.00 total

Sardarbegian, Hratchik

Summer School Funds

Torosyan, Anahit

01.0 02000.0 00000 27001 2430 0006682

Add name to read:

Pedrossian, Anahid

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports - Continued

7. Revision to Personnel Report # 18, June 1, 2021

Page 23

Additional Assignment Temporary – At Established Rate of Pay

Multimedia Technology Assistant

Lara, Daniel

Dunsmore

03/01/21 through 06/11/21

Not to exceed 30 hours total

Supplemental

01.0 01000.0 11100 10000 2930 2400000

Change limitation to read:

Not to exceed 80 hours total

8. Revision to Board Report # 6, November 2, 2020

Page 18, Item 5b

Provisional Assignments

Lead Custodian

Cabrera, Walter

Crescenta Valley
From Custodian I,
11-5

07/01/20 through 12/31/20

8 hours a day

20-2

01.0 00000.0 00000 81006 2211 0100000

Change dates to read:

07/01/20 through 08/01/21

Effective Dates,
Months/Hours, and
Salary Rating

Location
Revisions to Previous Board Reports - Continued

9. Revision to Personnel Report # 16, May 4, 2021

Page 6

Provisional Assignment

Custodian II
Aguilar, Raul

Fremont
From Custodian I,
11-5

03/15/21 through 06/30/21
8 hours a day
16-4
01.0 00000.0 00000 81006 2211 2800000

Change date to read:

03/15/21 through 12/31/21

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified Hourly (Custodian I) Substitutes through 06/30/21</u>		
Badkoibe, James	FASO	06/05/21 through 06/30/21
Gordillo, Erik		01.0 00000.0 00000 81006 2211 0000640
Hernandez, Candice		
Hernandez, Joseph		
Hernandez, Jocelyn		
Lopez, Fernando		
Olmedo, Leonardo		

<u>Election of Classified Hourly (Custodian I) Substitutes through 06/30/22</u>		
Alanis, Andrew	FASO	07/01/21 through 06/30/22
Alonzo, Marcos		01.0 00000.0 00000 81006 2211 0000640
Badkoibel, James		
Barcena, John		
Bond, Sydney		
Corona, Jocelyn		
Dela Resma, Patrick		
Garcia, Manuel		
Gomez, Angel		
Gonzalez, Sid		
Gordillo, Erik		
Guerrero, Juan		
Gutierrez, Juan		
Hernandez, Candice		
Hernandez, Joseph		
Hernandez, Jocelyn		
Hernandez, Lesbia		
Hernandez, Manuel		
Hernandez, Roberto		
Lares, Michael		
Lopez Alvarez, Fernando		
Loya, Adelaido		
Marquez, Ruben		
Martinez, Alfredo		
Martinez, Joseph		
Mendez, Luis		
Meza, Norberto		
Olmedo, Leonardo		
Peraza, Julio		
Placencia, Esau		
Terrones, Alex		

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified Hourly (Custodian I) Substitutes through 06/30/22 - Continued</u>		
Torres, Daniel		
Saucedo, Jamie		
Vallera, Francisco		
Ulano, Maxfield		
 Martinez, Angela	 FASO	 07/06/21 through 08/31/21 01.0 00000.0 00000 81006 2211 0000640
 <u>Election of Classified Hourly (Cafeteria Worker I) Substitutes through 06/30/22</u>		
Aghvinyan, Alina	Nutrition Services	06/17/21 through 06/30/22
Arevalo, Jenny		13.0 53100.0 00000 37000 2232 0000662
Dominguez, Martha		
Ines, Renzon		
Markarian, Adrineh		
Patananan, Wiphad		
Robles, Leslie		
Setian, Lena		
Soto, Giselle		
Sung, Kayleen		
Torres, Mary		
Velasco, Susana		
Zadourian, Hermik		

Effective Dates,
Months/Hours, and
Salary Rating

<u>Location</u>	
<u>Election of Classified Hourly Substitutes through 06/30/22</u>	
ABDALIAN, ANITA	07/01/21 through 06/30/22
ABDUS-SHAKOOR, DELORES	
ABGRYAN, SONA	
ABKARIAN, ZOUYA	
ABNOS MASIHI, SERLEI	
ABNOSIAN, EDNA	
ABNOSIAN, ARA	
ABNOUSIAN, RASHEL	
AFSHIN AHMADI, AZITA	
AGAZARIAN, AZNIV	
AGAZARYAN, ARMINEH	
AGHADJANI, RAMELA	
AGHAKHANI, JUDITH	
AGHAKHANI, ANJEL	
AGHAKHANIAN, HASMIK	
AGUILAR, SONYA	
AHERN, JEFFREY	
AIKOB, NATASHA	
AKOPYAN, ZHENIK	
AKOPYAN, NINA	
AKTER, SHAMME	
ALEXANIANS, ADRINEH	
ALKADHIMI, FATIMAH	
ALLAHVERDIAN, EMMA	
ALMANZA, GABRIELA	
ALMASHAEKHI, SALWA	
ALVAREZ, CRYSTAL	
ALVAREZ, RUEDA	
ALWAN, ZAINAB	
AMAYA , MARIANA	
AMIRIAN, GAGHOUI	
AMIRKHANYAN, ANZHELA	
ANGELINI, VIVIAN	
ANOUCHIAN, ZELA	
ANTANESIAN, NARINE	
ARABAJYAN, MARINA	
ARAKELIAN, ALVART	
ARAKELYAN, TANYA	
ARAKELYAN, TANYA	
AREVALO, MAURA	

Effective Dates,
Months/Hours, and
Salary Rating

Location
Election of Classified Hourly Substitutes through 06/30/22 - Continued

ARIAS, YOLANDA
ARMIAN POURI, SEDA
ASH, REIKO
ASH, REIKO
ASLANIAN, ARMINEH
ASLANIAN, ARMINEH
ATNIEL, ROXANA
AVANESSIAN, ROMINA
AVETISYAN, MARINE
AVILA, ESTELA
AWAD, JOYCE
AYDIN, CHRISTINE
AYVASIAN DE NISHANM, ZEPURE
BAABISH, NOUR
BABAKHANIAN, DANIEL
BABAKHANIAN, LILIT
BABAKHANIAN, NICOLE
BABAKHANIANS, ARMINEH
BABAKHANYAN, ADA
BABOOMIAN, MARAL
BAGHDASARIAN, ALIS
BAGHDASARYAN, AYMOND
BAGHDASARYAN, NADYA
BARCENA, LAURA
BARRERA, THOMAS
BARRIOS, JENNIFER
BARRY, SEAN
BAUMANN, TARA
BEDROSIAN, MARAL
BEKNAZARIAN, RUZANA
BEKVERDYAN, KARINE
BELL, JO ANNE
BENITEZ, EMMA
BENITEZ, SARAH
BLACK, JULI
BLUME, CARMEN
BOGHOSIAN, MARLIN
BOODAGHIAN, GAGHOUHI
BOWMAN, JOSHUA
BOZIZIAN, ANI

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified Hourly Substitutes through 06/30/22 - Continued

BRIGGS, ROBERT
BUITENMAN, LEA
BUIRAGO, PAMELA
BUSS, BECKY
CABRERA, RANIE
CALVILLO, ELIZABETH
CANO, ILIANA
CASEY, MICHAEL
CASSIDY, MICHAEL
CASSIDY, MADISON
CASTANADA, LAURA
CASTILLO, RICHARD
CAVALIER, ADELLE
CAVANDER, STEPHEN
CAYCO, ANNA
CHAMMAS, REHAB
CHARMAHALI, KATRIN
CHAVEZ, MOISES
CIVILLE, KAY MARIE
CORRIGAN, TOMOMI
DANIELIANS, CAROLIN
DARABEDYAN, KARMEN
DARABIDIAN, KARINEH
DAVIDIAN, NUNE
DAVIDIAN, SHANT
DAVIS, RYAN
DAVOUDI, MEGHEDI
DAVOUDI, NORA
DE LA PARRA, DONNA
DEHBASHIAN, SASOON
DELGADO, MARIA I
DEMERGIAN, GILDA
DENISALICIA, MARGARITA
DERMARDIROUSIAN, MASSIS
DI POMPO, LINNETTE
DILANCHIAN, GOHARIC
DIRKY, SHAHNAZ
DIZON, MARIO
DOBOSI, CHRISTOPHER
DOOM, ISABELLA

Effective Dates,
Months/Hours, and
Salary Rating

Location
Election of Classified Hourly Substitutes through 06/30/22 - Continued

DOYLE, JAMES
DUKE, MACKENZI
DZHAVAKYAN, STELLA
ESAGHOOLIAN, ANET
EMMERSON, MARIA
ESPINOZA, GINA
ESPINOZA, ELSIE
ESTAL, GERALDINA GELLO-ANO
FAYAZ, HASSAN K
FAYAZ, AVA
FERNANDEZ GARCIA, YAMILKA
FIGUEROA, JUANA
FITZGERALD, MARY ANN
FLEISHER, EMILY
FLORES, LILITH
FLORES, JULIA
FLORES, BRENDA
FLORES, ROZA
FONTH, ROSA
FRANCO, MELIDA
FRANCO, GRACE
FRANQUEZ, MARIA
FUNES, DEBORA
FRIEDMAN, EVA
GAMEZ MARTINEZ, ASHLEY
GAMBEL, AMY
GARCIA TOVAR, JANET
GHARABEGI, LEANDRA
GHAZARIAN, NAZEEK
GHAZARYAN, MELINE
GHOUGASSIAN-BORSHAD, MARYAM
GIFFORD, EMILY
GILMORE, COURTNEY
GIRAGOSIAN SARDARIAN, MARO
GISS, BARBARA
GOMEZ, RENE
GOMEZ, SARAH
GOMEZ, ZULEIMA
GOMEZ, BOBBY
GONZALEZ, LAURA
GONZALEZ, LESLIE

Effective Dates,
Months/Hours, and
Salary Rating

Location
Election of Classified Hourly Substitutes through 06/30/22 - Continued

GONZALEZ, ANDREA
GONZALEZ SANVICENTE, KAREN
GORMAN, SUSAN
GRIFFIN, ANGELA
GRIGORIAN, SISIAN
GUERRERO, HAYDEE
GUERRERO, ADRIAN
GUEVARA SOLIS, MARIAH
HAIRAPEDIAN, ANITA
HAIRAPETIAN, MELEENEH
HANDAL, ARELY
HARKINS, WARREN
HARUTYUNYAN, TATEVIK
HARUTYUNYAN, ALINA
HERNANDEZ, MICHELLE
HERNANDEZ, ANA
HERNANDEZ, JESSICA
HERNANDEZ-MONTAGUE, SOFIA
HERRERA, ARLENE
HIPOLITO DE GARCIA, JOSEFINA
HOBBY, CONNIE
HOVEYDA, AIDA
HOVSEPIAN, BIAYNA
HOVSEPYAN, YEVA
HUTCHINSON, MARIE
JACKSON, AGNES
JOHNSON, KELLY
JONES, DIANA
JACOBO, VERONICA
KARAPETYAN, SERINE
KARAPETYAN, SIRANUSH (VB5203925)
KARAPETYAN, SIRANUSH (GM0017984)
KARIMIAN, ADRIAN
KASCHALK, ROBERTA
KAZARIAN, VARDANOUSH
KAZZI, DUAA
KELLEY, DOLORES
KERLIN, ANTHONY
KHACHERYAN, LUSINE
KHAJIKLEAN, LINA

Effective Dates,
Months/Hours, and
Salary Rating

Location
Election of Classified Hourly Substitutes through 06/30/22 - Continued

KHALIL, ALHAN
KIRAKOSYAN, KRISTINE
KONANYAN, MIHRAN
KOSHKERIAN, CAROLIN
KULLY, KENDAL
LANDRY, MAURIENE
LANE, ANTHONY
LANZAFAME, MELINDA SUE
LEE, ALICE
LEON, CESAR
LODER, ERICA
LOPEZ, MONICA
LUNA, MARTHA
MACNAIR, NANCY
MALTA, MARTHA
MANOUKIAN, NOUSHIG
MARGARIAN, CAROLIN
MARGHARIAN-GHALEHSARI, ATINA
MAROUTI, ARMINEH
MAROUTI, ARMINEH
MARTINEZ, JENNIFER
MARTINEZ, ISMAEL
MARTINEZ, ILIANA
MARTINEZ, SUZANNE
MARTIROSSIAN, ADRINE
MASSETTI, JENNIFER
MATEVOSYAN, MARINE
MAYILYAN, ELINA
MCNAMA, HEATHER
MEDINA, ROCIO
MEGERDICHIAN, GRETA
MEHRABI, MELINA
MEHRABYAN, NARINE
MENDOZA, CHERYLL
MENDOZA, MILDRED
MESROPIAN, MEGHEDI
MINASIAN, LENA
MIRZAYANS, ARMINEH
MIRZOYAN, MARIAM
MKRTCHIAN, ANOUSH

Effective Dates,
Months/Hours, and
Salary Rating

Location
Election of Classified Hourly Substitutes through 06/30/22 - Continued

MOOSAKHANI, NINET
MORADKHANIAN, GAYANEH
MORADYAN, MARINE
MOUSAKHANI, KAROLIN
MUNOZ, SANDRA
MURADYAN, LAURA
NAHABEET ANNETT
NAHER, JABUN
NAJARIAN, AYLIN
NAVA, EVANGELINE
NAVARREZ, LETICIA
NAVOYAN, ASTGHIK
NAZARYAN, KARINE
NGUYEN, DORA
NILES, ROWENA
NOLASCO, CHRISTINE
NORIDZHANYAN, SEDA
NAZARIAN, TALEEN
OGANESYAN, VIOLETA
OHANESSIAN, NICOLETTE
OHANI, REBEKA
OLMEDO, LETICIA
OSKANIAN, SALPIE
PABON, ERLINDA
PAGURTZIS, MAIRA
PAKHANYAN, KRISTINE
PALARCA, ELIZABETH
PANJANON, YASUKO
PANOSIAN, ARVIN
PARRA, LAURA
PATEL, JIGNA
PATEL, PRITI
PEREDO, SAMUEL SEGISMUNDO
PERKINS, SHIRLEY
PESIGAN, RAQUEL
PETROSYAN, MERI
PIERSON, DEBORAH
PISTOIA, PAOLA
POSCHIN, DAISY
PRECIADO, KAREN

Effective Dates,
Months/Hours, and
Salary Rating

Location
Election of Classified Hourly Substitutes through 06/30/22 - Continued

QASSAM, TAGHRID
QUINTANILLA, DIEGO AGUSTO
QUIROZ, SANDRA
RAHMAN, PATRICIA
RAMIREZ, KIMBERLY
RAYGOZA, BERTHA
REGALADO URRUTIA, SILVIA
RENDO, MELANIE
RHINEHEART-KAHANOWICZ, REGINA
RODRIGUEZ MARIA, TERESA
RUANO, VICENTA
RUIZ, LUZ
RUIZ GOMEZ, VERONICA
SANCHEZ, LORENA
SANDOVAL, SERGIO
SARKESIAN, KATREN
SARKISIAN, SIRAN
SARKISSIAN, SILVANA
SARKISYAN, ELIN
SEHWANI, KIRAN
SEMERDJIAN, ELIZABETH
SERPAS-GORDON, SONIA
SERRANO, BEATRIZ
SERRANO, LIZA
SHAHBAZIAN, NORA
SHAHKARAMI, ROOBINA
SHAMS, SHIRIN
SHEHRANIAN, KAYANA
SHEPHERD-NELSON, DEBORA
SHIRINYANES, MELINA
SHIRVANIAN, KARINEH
SKRIVENEK, ARMINEH
SMITH, ARMINEH
SORTO, ARMANDO
STARR-FERNANDEZ, PATRICIA
STAUFFER, MELISSA
STUPAKIS, JO ANN
TAHMASEBIAN, LEO
TARKHANIANS, NELLY
TASCON, DORIS

Effective Dates,
Months/Hours, and
Salary Rating

Location
Election of Classified Hourly Substitutes through 06/30/22 - Continued

TER AVETISYAN, RUZANNA
TEYMOURI, JOHANNA
THOMBS, MELISSA
TIPTON, NICHOLAS
TOKATLIAN, CELINE
TOROSSIAN, ALINA
TORRES, AMERICA
TORRES, PETER
TOSUNYAN, GAYANE
TRANA, ANDREA
TUMANYAN, OVSANNA
WALLASCH, BROOKE
WILLIAMS, KRITTIKA
WOUBSHET, YEWBDAR
URIBE GARIBAY, SOFIA
VARTAN, RITA
VILLEGAS, DANIELLE
VILLEGAS, DESIREE
VOSKANYAN, ANGELA
VOSKANI, SERGE
YEGHOYAN, ROMINA
YEGIKYAN, RIMA
YESSAI, JULIET
ZADURYAN TILBIYAN, SHUSHANIK
ZAKARYAN, LINA
ZEYNALYAN, ZHANETA
ZUZOW-DERBOGHOSSIAN, BARBARA

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified Hourly Substitutes through 06/30/22 - Continued</u>		
Kashaki, Roza	Nutrition Services	06/14/21 through 07/30/21
Myers, Arlen		13.0 53100.0 00000 37000 2232 0000662
Khachatoorian, Lida	Nutrition Services	08/16/21 through 06/30/21
Khashaki, Roza		13.0 53100.0 00000 37000 2232 0000662
Myers, Arlen		
Patel, Mayuri		
Abnousian, Rashel	Balboa	06/14/21 through 07/02/21
Agazaryan, Armine		Not to exceed 4 hours
Aghakhani, Judith		01.0 74250.0 00000 27001 2430 0000611
Amirkhanyan, Anzhela		
Baghdasaryan, Nadya		
Margharian, Atina		
Sarkesian, Katren		
Zuzow-Der, Barbara	Columbus	06/14/21 through 07/02/21
		Not to exceed \$1,500.00 total
		01.0 74250.0 00000 27001 2430 0000611
Corrigan, Tomomi	Dunsmore	06/14/21 through 07/02/21
		Not to exceed 3.5 hours
		01.0 74260.0 19011 10000 2130 0000611
Alexanian, Adrineh	Fremont	06/07/21 through 07/02/21
		Not to exceed 6 hours a day
		01.0 74250.0 00000 27001 2430 0000611
		01.0 74250.0 00000 27001 2930 0000611
Babakhanians, Armineh	Monte Vista	06/07/21 through 07/02/21
Moradkhanian, Gayaneh		Summer School Camp Excel
Nahabeet, Anette		01.0 74250.0 19011 10000 2930 0000611
Pierson, Deborah		
Rahman, Patricia	Monte Vista	06/14/21 through 07/02/21
		Summer School Camp Excel
		Not to exceed 4 hours
		01.0 74250.0 00000 27001 2430 0000611
		01.0 74250.0 00000 27001 2430 0000611

	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified Hourly Substitutes through 06/30/22 - Continued</u>		
Agazarian, Azniv	Muir	08/18/21 through 06/13/22
Babaghanyan, Lilit		01.0 01000.0 19021 10000 2930 4000000
Flores, Julia		
Kacheryan, Lucine		
Karapetyan, Siranoush		
McNama, Heather		
Munoz, Sandra		
Navoyan, Astghik		
Yegikian, Rima		
MacNair, Nancy	Superintendent's Office	07/01/21 through 06/30/22 Not to exceed 10 hours per week 01.0 00000.0 00000 71005 2430 0000610

<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
<u>Election of Classified/Non Classified Hourly Substitutes through 06/30/22 - Continued</u>	
<u>Student Assistant I</u>	
Abelyan, Araksiya	05/01/21 through 06/30/22
Abramian, Vaheh	\$14.00 per hour
Akopians, Remi	Not to exceed 5.25 hours per day, each
Aldana, Natalie	King-Instruction Program
Alexanian, Carla	01.0 00000.0 11403 10000 2180 0005616
Apinyan, Anush	
Arambulo, Sophia	
Araz, Calliope	
Armstrong, Lilly	
Arutunian, Anna	
Avakyan, David	
Avetisyan, Diana	
Avetisyan, Emilia	
Aviles, Juliana	
Aydin, Isabella	
Aydin, Jonathan	
Ayrapetyan, Julia	
Baghoomian, Janika	
Barrios, Ethan	
Barseghian, Edwin	
Bejanyan, Emily	
Cancik, Camila	
Chaglasian, Ani	
Chobanyan, Gohar	
Choi, Angeline	
Davis, Emika	
Doody, Jean	
Ebrahimi, Brenda	
Fraidany, Tadeh	
Freemon, Logan	
Galang, Alaina	
Gamez, Xiomara	
Garibyan, Raffi	
Gevondyan, Stella	
Ghukasyan, Hayk	
Grigoryan, Elen	
Han, Gloria	
Harutyunyan, Adriana	

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/22 - Continued

Student Assistant I - Continued

Harutyunyan, Ilona
Hiwatig, Andre
Hong, Sophia
Hovhannisyan, Geghetsik
Janoyan, Amanda
JosephLynch, Etienne
Kamali, Ervin
Khachatryan, Albert
Khachatryan, Alla
Khachatryan, Mane
Khodagholian, Vanessa
Kim, Ellena
Klujian, Andrew
Kolyan, Viktorya
Kradjian, Nicole
Krikor, Aline
Kupperstein, Aria
La Torre, Camille
Levitsky, Arabella
Lrtshikyan, Davit
Manoian, Suzan
Manoukian, Nairy
Mardirosian, Sarine
Mardirousi, Emily
Marshal, Kristen
Martirosyan, Artashes
Miller, Thalia
Mirzaian, Lia
Mirzakhanyan, Arpine
Mkrtchyan, Karen
Movsesian, Melia
Movsisyan, Elen
Nadimyan, Monet
Navasardyan, Gohar
Nersisyan, Nona
Noh, Whitney
Orujian, Alex
Peineke, Sophie

Effective Dates,
Months/Hours, and
Salary Rating

Location

Election of Classified/Non Classified Hourly Substitutes through 06/30/22 - Continued

Student Assistant I - Continued

Pooladi, Liana
Ramazyan, David
Rodriguez, Carol
Santos, Amanda
Santos, Ashley
Sardaryan, Sona
Sargsian, Artur
Sargsyan, Gore
Sargsyan, Haik
Sarkisian, Leah
Schwarzmann, Maxwell
Sedrakyan, Karine
Shahbazian, leon
Sipanian, Vache
Tahmasian, Agustin
Tahmasian, Anoochik
Tatos, Arno
Tolmajian, Lana
Tonoyan, Milena
Turabian, Talar
Verweyen, Luca
Voskanyan, Ararat
Welsh, Riley
Whitford, Ryan
Wong, Nicole
Yu, Emily
Zargaryan, Marat

<u>Personal Services Agreement</u>	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
1. Hirshfield Laura	Consultant to assess Glendale High School's current construction training program and make recommendations to increase student enrollment, engagement, and achievement.	07/01/21 through 08/31/21 \$90.00 per hour Not to exceed \$18,000.00 CTEIG 01.0 63870.4 38000 10000 5811 0000684
2. Maksoudian, Lilit	Consultant for College & Career to support with coordination and delivery of programs and services to implement the College and Career Ambassador Program, career exploration through Xello and other Career and Technical Education Department Program deeds at all Middle Schools And High Schools	07/15/21 through 06/30/22 \$20.00 per hour CTEIG 01.0 63880.5 38000 10000 5811 0000684

<u>Personal Services Agreement</u> -	<u>Location</u>	<u>Effective Dates, Months/Hours, and Salary Rating</u>
3. Miles, Cathy	Consultant as needed to provide Counseling/ Intervention services for students at Mountain Avenue Elementary School	09/06/21 through 06/03/22 Not to exceed \$8,000.00 total School Site Donations 01.0 95100.0 11100 10000 5811 3900000
4. Miller, Taylor	Consultant as needed to produce a series of healthy recipe demonstration videos for Healthy Snack Day and Rethink Your Drink Day, as well as document the fresh produce distribution and other CalFresh activities for the CalFresh Healthy Living Program Grant	07/02/21 through 09/30/21 Not to exceed \$6,550.00 total CalFresh Living Program 01.0 94033.0 00000 37000 5811 0000662

Effective Dates,
 Months/Hours, and
Salary Rating

Location
Transportation Authorization – 2021-22

- It is recommended that the individuals be authorized to receive transportation expenses at the rate of 56.0¢ per mile, effective July 1, 2021, through June 30, 2022:

Account Clerk III

Asadourian, Alenoush	Financial Services	06/07/21 through 07/31/21: 56.0¢ 01.0 00000.0 00000 72007 5210 0000669
Asadourian, Alenoush	Nutrition Services	07/01//21 through 09/30/21: 56.0¢ 01.0 94033.0 00000 37000 5210 0000662

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 4

TO: Board of Education
 FROM: Dr. Vivian Ekchian, Superintendent
 SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
 PREPARED BY: Karineh Savarani, Director, Financial Services
 SUBJECT: **Warrants – District Funds**

The Superintendent recommends that “A” Form (Payroll Warrants) issued June 10, 2021 – July 7, 2021 as shown below totaling \$11,252,250.71 and “B” Form (Other than Payroll Warrants) issued June 1 – June 30, 2021, totaling \$14,601,846.71 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, and 25.0 Capital Facilities Fund.

REGISTERED NUMBER	WARRANT NUMBER	DESCRIPTION	AMOUNT
159-C		Certificated	\$ (2,178.33)
160-N	6937341 - 6937341	Classified	1,026.47
161-N	6939998 - 6939999	Classified	2,216.16
162-C	6942566 - 6942567	Certificated	2,733.56
162-N	6942568 - 6942570	Classified	3,176.16
V1B-C	6943401 - 6943415	Certificated	225,395.76
V1B-N	6943416 - 6943417	Classified	691.77
166-C	6943556 - 6943572	Certificated	7,975.66
167-C	6944643 - 6944654	Certificated	5,186.55
E4W-N	6946665 - 6946699	Classified	714,508.64
175-N		Classified	(1,590.80)
C1L-C	0000091 - 0000135	Certificated	7,973,885.42
V1C-C	6960651 - 6960667	Certificated	1,257,681.70
180-C	6960863 - 6960874	Certificated	21,847.79
180-N	6960875 - 6960876	Classified	711.14
C5L-C	6964461 - 6964504	Certificated	948,226.40
C5L-N	6964505 - 6964505	Classified	3,784.56
181-C	6966102 - 6966145	Certificated	103,197.31
182-C	6967820 - 6967821	Certificated	(28,284.72)
183-C	6968119 - 6968123	Certificated	12,059.51
			\$ 11,252,250.71

To Support 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, 2021

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
1.0 GENERAL FUND			
3932	OTHER DISTRICT PAID BENEFITS	5	\$ 10,575.84
4110	TEXTBOOKS	80	2,659,963.23
4210	BOOKS & OTHER REFERENCE MATERIAL	10	14,029.89
4220	LIBRARY BOOKS	1	198.17
4310	INST. MATERIALS & SUPPLIES	1,423	696,867.05
4312	INST. PERIODICALS & MAGAZINES	3	126.32
4317	COMMENCEMENT	84	63,485.31
4340	INST. SOFTWARE/LICENSES	5	12,385.93
4350	OFFICE & OTHER SUPPLIES	143	21,391.16
4351	PRINTING & REPRODUCTION	12	5,370.72
4353	EDIBLE SUPPLIES	32	6,612.58
4360	TIRES, FUEL AND OIL	22	6,133.34
4370	CUSTODIAL/OPERATION SUPPLIES	133	19,636.39
4371	GROUNDS SUPPLIES	29	6,787.30
4372	POOL SUPPLIES	13	5,676.97
4380	MAINTENANCE SUPPLIES	34	1,921.33
4381	REPAIR SUPPLY & MATERIALS	265	178,814.55
4410	NON-CAP AV/COMPUTER EQUIP-UNTAGGED	29	153,369.67
4420	NON-CAP EQUIP -UNTAGGED	279	107,604.31
4430	NON-CAP EQUIP - TAGGED NON-COMPTER	59	170,960.45
4440	NON-CAP COMPUTER EQUIP-TAGGED	43	381,361.10
5210	MILEAGE & CAR ALLOWANCES	77	4,014.76
5220	TRAVEL AND CONFERENCES	20	11,409.97
5310	DUES AND MEMEBERSHIPS	4	307.17
5311	CERTIFICATES AND LICENSES	1	306.00
5510	NATURAL GAS SERVICES	11	17,661.44
5520	ELECTRICITY SERVICES	48	182,831.02
5530	WATER	48	71,558.07
5561	TRASH DISPOSAL	4	22,667.99
5562	SEWER CHARGES	49	33,187.21
5610	RENTALS, LEASES AND REPAIRS	78	101,639.58
5611	ETIS COPIER LEASES	1	1,026.10
5630	REPAIRS	74	69,543.43
5631	ETIS COPIER MAINTENANCE	7	1,797.67
5632	ETIS PRINTER MAINTENANCE	1	8,817.02
5802	FREIGHT EXPENSE	5	2,320.00
5804	NON-PUBLIC SCHOOL	49	473,484.24
5811	PERSONAL SERVICES	107	109,615.27
5812	NON-PSA SERVICE AGREEMENT	155	1,362,838.17
5813	UNIFORM SERVICES	1	3,311.58
5815	OPERATING SERVICES	231	740,853.35
5816	NON-PUBLIC SCHOOL SERVICES	47	177,109.44
5821	LEGAL FEES	7	13,020.99

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
 JUNE 1 THRU JUNE 30, 2021

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5823	SPEC ED LEGAL SETTLEMENTS	6	58,355.56
5852	NON-INSTRUCTIONAL, CONSULTANTS	4	18,226.00
5853	CONTRACTUAL SERVICES	8	22,502.80
5862	PHYSICALS FOR EMPLOYEES	4	2,383.14
5911	POSTAGE/UPS/FEDEX	5	67,730.21
5912	TELEPHONE	11	18,040.65
5914	DATA LINE	2	602.33
5916	OTHER PHONES	5	6,833.89
6252	OTHER CONSTRUCTION	4	5,689.26
6272	ENVIRONMENTAL	2	3,600.00
6282	MOVING-STORAGE	6	19,676.46
6490	CAPITALIZED EQUIPMENT	3	10,890.00
8689	ALL OTHER FEES AND CONTRACTS	2	237.50
9530	FRINGE BENEFITS SUBS - H&W	4	3,233,192.00
9543	DIRECT DEPOSIT PAYABLE	1	379.31
9552	USE TAX PAYABLE	270	13,664.66
9601	EMPLOYEE FINAL PAY LIABILITY	1	367.99
		-----	-----
		4,067	11,414,963.84
12.0 CHILD DEVELOPMENT FUND			
4350	OFFICE & OTHER SUPPLIES	4	205.07
5630	REPAIRS	3	38.61
5812	NON-PSA SERVICE AGREEMENT	4	3,338.87
5815	OPERATING SERVICES	2	104.37
5916	OTHER PHONES	1	0.23
		-----	-----
		14	3,687.15
13.0 CAFETERIA FUND			
4350	OFFICE & OTHER SUPPLIES	6	292.60
4360	TIRES, FUEL AND OIL	2	1,345.26
4380	MAINTENANCE SUPPLIES	17	3,203.81
4395	NON-FOOD SUPPLIES	5	14,249.29
4710	FOOD	47	167,078.61
5210	MILEAGE & CAR ALLOWANCES	2	364.91
5310	DUES AND MEMEBERSHIPS	1	250.00
5610	RENTALS, LEASES AND REPAIRS	5	7,674.71
5813	UNIFORM SERVICES	40	1,597.20
5815	OPERATING SERVICES	35	7,061.57
5817	MONEY PICK-UPS	3	78.28

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
JUNE 1 THRU JUNE 30, 2021

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5916	OTHER PHONES	1	142.13
8634	FOOD SERVICE SALES	5	269.75
9552	USE TAX PAYABLE	10	2.39
		-----	-----
		179	203,610.51
	21.1 MEASURE S PROJECTS FUND		
4350	OFFICE & OTHER SUPPLIES	3	98.81
4420	NON-CAP EQUIP -UNTAGGED	7	320.49
5210	MILEAGE & CAR ALLOWANCES	2	182.35
5590	OPERATIONS & OTH HOUSEKEEPING	1	85.92
5610	RENTALS, LEASES AND REPAIRS	6	1,513.53
5630	REPAIRS	2	797.69
5815	OPERATING SERVICES	3	510.00
5911	POSTAGE/UPS/FEDEX	4	37.80
6150	SURVEYS FOR SITE PURCHASES	1	1,830.00
6152	CEQA	2	150.00
6210	ARCHITECT FEES ON BUILDINGS	4	6,526.00
6231	DSA PLAN CHECK FEES	1	3,848.55
6232	CDE PLAN CHECK FEES	1	3,481.84
6250	BUILDING CONSTRUCTION/IMPROV	3	335,475.18
6252	OTHER CONSTRUCTION	32	323,399.35
6258	CONSULTANT COSTS	2	5,821.08
6275	CONST TSTNG ON BLDNGS & IMPROV	1	5,940.00
6280	BUILDING INSPECTIONS	1	7,560.00
6282	MOVING-STORAGE	1	7,224.00
6293	PRINTING & DISTRIBUTION	3	3,232.68
6294	ADVERTISEMENTS & NOTICES	4	3,026.46
		-----	-----
		84	711,061.73
	25.0 CAPITAL FACILITIES FUND		
6231	DSA PLAN CHECK FEES	1	5,667.55
		-----	-----
		1	5,667.55
	40.1 SPEC RESERVE - CAPITAL PROJECTS		
5520	ELECTRICITY SERVICES	2	421.40
5530	WATER	1	312.39
5562	SEWER CHARGES	2	194.27
6210	ARCHITECT FEES ON BUILDINGS	4	2,588.30
6252	OTHER CONSTRUCTION	6	2,354.48
6280	BUILDING INSPECTIONS	2	4,107.50
		-----	-----
		17	9,978.34

GLENDALE UNIFIED SCHOOL DISTRICT
 CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
JUNE 1 THRU JUNE 30, 2021

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	40.2 SPEC RESERVE-FOOD CAP. PROJ.		
6252	OTHER CONSTRUCTION	1	98,610.00
		-----	-----
		1	98,610.00
	67.0 SELF-INSURANCE FUND		
5872	DELTA ADMINISTRATIVE FEES	2	11,298.14
5873	VSP CLAIMS	6	18,122.44
5874	VSP ADMINISTRATIVE FEES	1	3,911.60
5875	DELTA PAYMENTS	1	168,310.65
5877	MEDIMPACT CLAIMS	2	10,827.61
5878	MEDIMPACT PAYMENTS	2	716,018.32
		-----	-----
		14	928,488.76
	67.2 EARLY RETIREMENT BENEFITS FUND		
5815	OPERATING SERVICES	1	153,294.42
5852	NON-INSTRUCTIONAL, CONSULTANTS	1	4,313.00
		-----	-----
		2	157,607.42
	76.0 WARRANT PASS-THROUGH FUND		
9517	VOLUNTARY DEDUCTIONS	17	633,925.64
9518	TAX SHELTER ANNUITY	4	408,806.77
9588	ROTH IRA-LACOE USED ONLY	1	25,439.00
		-----	-----
		22	1,068,171.41
	TOTALS	<u>4,401</u>	\$ <u>14,601,846.71</u>

GLENDALE UNIFIED SCHOOL DISTRICT

JULY 13, 2021

CONSENT CALENDAR NO. 5

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
PREPARED BY: Christine J. Ward, Director, Procurement & Contract Services
SUBJECT: **PURCHASE ORDER LISTING**

The Superintendent recommends that the Board of Education approve Purchase Orders totaling \$5,238,172.31 for the period of June 7, 2021 through July 2, 2021 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM JUNE 7, 2021 THROUGH JULY 2, 2021.

Funding Source	Number of Purchase Orders	Amount
UNRESTRICTED RESOURCES	85	551,649.65
FEDERAL RESTRICTED RESOURCES	45	212,401.95
STATE RESTRICTED RESOURCES	39	139,963.93
LOCAL RESTRICTED RESOURCES	93	155,413.21
CHILD DEVELOPMENT FUND	1	104.37
FOOD SERVICES FUND	6	2,326.60
MEASURE S PROJECTS FUND	17	4,170,645.05
DEVELOPER FEE FUND	1	5,667.55
TOTAL	287	\$5,238,172.31

In support of Board Priority #4 – Maintain District Solvency & Financial Responsibility – Manage district financial resources and facilities to support optimal learning, healthy working conditions, and strong enrollment to ensure long-term stability.

PO NUMBER	UNRESTRICTED RESOURCES VENDOR	AMOUNT
0021006531	DECKER EQUIPMENT/SCHOOL FIX	608.42
0021006532	THE HOME DEPOT PRO (SUPPLYWORKS)	981.31
0021006535	STOVER SEED COMPANY LANDSCAPING REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	5,733.00
0021006538	LESLIE'S POOL SUPPLIES	75.87
0021006542	NICK'S NURSERY	64.61
0021006545	TORO'S LAWNMOWER & GARDEN	402.40
0021006552	IMPACT APPLICATIONS ACCOUNTS RECEIVABLE	668.00
0021006553	MCGRAW-HILL EDUCATION	32.76
0021006554	PARTY PLAZA	685.11
0021006558	THE HOME DEPOT PRO (SUPPLYWORKS)	490.01
0021006565	THE HOME DEPOT PRO (SUPPLYWORKS)	304.97
0021006567	STEP AND REPEAT LA GRADUATION EXPENSES - CLARK MAGNET HIGH SCHOOL	2,241.18
0021006574	JEFF'S SPORTING GOODS PHYSICAL EDUCATION SUPPLIES - GLENDALE HIGH SCHOOL	1,583.19
0021006575	THOMAS DENTON ENGRAVING AWARDS AND CERTIFICATES - PUBLIC INFORMATION	1,738.09
0021006576	JOSTEN'S, INC. GRADUATION EXPENSES - WILSON MIDDLE SCHOOL	6,063.76
0021006577	PEP BOYS	22.07
0021006581	SCHOOL HEALTH CORP.	337.25
0021006589	PUREWAY COMPLIANCE, INC	268.36
0021006593	WEST COAST ARBORISTS, INC. TREE PRUNING SERVICES AT HOOVER HIGH SCHOOL - FACILITY & SUPPORT OPERATIONS	7,200.00
0021006594	WEST COAST ARBORISTS, INC. TREE PRUNING SERVICES AT PACIFIC AVENUE EDUCATION CENTER - FACILITY & SUPPORT OPERATIONS	8,050.00
0021006595	WEST COAST ARBORISTS, INC. TREE PRUNING SERVICES AT GLENDALE HIGH SCHOOL - FACILITY & SUPPORT OPERATIONS	4,800.00
0021006601	AIRGAS USA, LLC	352.31
0021006616	GRAINGER	190.52
0021006623	GOODHEART-WILLCOX CO., INC. BOOKS - EDUCATIONAL SERVICES	1,998.75
0021006625	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - FRNAKLIN ELEMENTARY SCHOOL	54.01
0021006628	AMAZON CAPITAL SERVICES, INC. PHYSICAL EDUCATION SUPPLIES - FRANKLIN ELEMENTARY SCHOOL	196.07

UNRESTRICTED RESOURCES (CONTINUATION)		
PO NUMBER	VENDOR	AMOUNT
0021006629	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA WALMART.COM - PHYSICAL EDUCATION SUPPLIES - FRANKLIN ELEMENTARY SCHOOL	44.03
0021006634	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MUIR ELEMENTARY SCHOOL	4,500.00
0021006635	ORIENTAL TRADING INC.	350.00
0021006637	CITY OF GLENDALE TRANSPORTATION SERVICES - STUDENT WELLNESS SERVICES	2,200.00
0021006639	BURBANK PRINTING	242.55
0021006642	ROTARY CLUB OF GLENDALE	100.00
0021006645	IMAGECUBE	96.66
0021006646	KINDERHAUS PUBLISHING COMPANY	508.09
0021006649	ULINE SHIPPING SUPPLY	782.78
0021006654	PITNEY BOWES INC. BLANKET PURCHASE ORDER FOR MAILING SERVICES - FACILITY & SUPPORT OPERATIONS	67,365.00
0021006656	BURBANK PRINTING	132.30
0021006660	THE HOME DEPOT PRO (SUPPLYWORKS) CUSTODIAL SUPPLIES - GLENDALE HIGH SCHOOL	1,601.74
0021006669	OFFICE DEPOT	66.14
0021006680	THE HOME DEPOT PRO (SUPPLYWORKS)	444.92
0021006681	OFFICE DEPOT	119.97
0021006684	AIRGAS USA, LLC	386.91
0021006697	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - ROSEMONT MIDDLE SCHOOL	53.26
0021006698	BE STRONG FAMILIES NFP SERVICE AGREEMENT TO PROVIDE PARENT CAFÉ TRAINING INSTITUTE - EQUITY, ACCESS & FAMILY ENGAGEMENT	8,250.00
0021006699	AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - HUMAN RESOURCES	88.19
0021006704	COPY NETWORK	810.34
0021006705	OFFICE DEPOT	105.62
0021006706	MINUTEMAN PRESS GRADUATION EXPENSES - TOLL MIDDLE SCHOOL	1,493.22
0021006708	SCHOOL SERVICES OF CALIFORNIA	450.00
0021006712	PROHEALTH GLENDALE OCCUPATIONAL	45.00
0021006722	HOME DEPOT CREDIT SERVICES	520.27
0021006731	APPLE COMPUTER	246.40
0021006735	RENTOKIL NORTH AMERICA INC PEST CONTROL SERVICES - FACILITY & SUPPORT OPERATIONS	17,513.00

UNRESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
0021006736	ANNA N DJALAYAN	420.00
0021006739	COUNTY SANITATION DISTRICTS	96.98
0021006742	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - EDISON ELEMENTARY SCHOOL	80.40
0021006743	AMAZON CAPITAL SERVICES, INC. COMPUTER SUPPLIES - ROSEMONT MIDDLE SCHOOL	22.02
0021006748	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA STAPLES.COM - OFFICE FURNITURE - HUMAN RESOURCES	306.48
0021006753	CRESCENTA VALLEY ATHLETICS ATHLETIC T-SHIRTS - CRESCENTA VALLEY HIGH SCHOOL	1,929.38
0021006755	AIRGAS USA, LLC	251.65
0021006758	TROPHY SHOPPE	626.66
0021006761	THE HOME DEPOT PRO (SUPPLYWORKS)	383.04
0021006764	CITY OF GLENDALE	693.00
0021006766	PRINTING BY HARVEY GRADUATION EXPENSES - HOOVER HIGH SCHOOL	1,929.38
0021006767	ALL AMERICAN TROPHY AND ENGRAVING CO	300.00
0021006768	APEX LEARNING, INC. SOFTWARE - EDUCATIONAL SERVICES	9,750.00
0021006769	CORNERSTONE PHOTOGRAPHY GRADUATION EXPENSES - HOOVER HIGH SCHOOL	3,000.00
0021006772	BURBANK PRINTING INSTRUCTIONAL SUPPLIES - EDUCATIONAL SERVICES	4,457.44
0021006773	BURBANK PRINTING	450.92
0021006774	JOSTEN'S, INC.	28.67
0021006777	COLLEGE BOARD AP EXAMS - CRESCENTA VALLEY HIGH SCHOOL	159,739.00
0021006778	COLLEGE BOARD AP EXAMS - CLARK MAGNET HIGH SCHOOL	61,737.00
0021006779	COLLEGE BOARD AP EXAMS - GLENDALE HIGH SCHOOL	55,233.00
0021006780	COLLEGE BOARD AP EXAMS - HOOVER HIGH SCHOOL	58,404.00
0021006781	HOME DEPOT CREDIT SERVICES	996.14
0021006787	BURBANK PRINTING	850.58
0021006790	AMERICAN EXPRESS CPS AMAZON.COM - BOOKS - EDUCATIONAL SERVICES	2,336.25
0021006791	WEST COAST ARBORISTS, INC. TREE REMOVAL SERVICES AT RD WHITE ELEMENTARY SCHOOL - FACILITY & SUPPORT OPERATIONS	1,200.00

PO NUMBER	UNRESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021006792	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA BARNES & NOBLE - BOOKS - EDUCATIONAL SERVICES	1,650.99
0021006798	IBOOKPARK INC INSTRUCTIONAL SUPPLIES - STUDENT SUPPORT SERVICES	1,315.29
0021006799	JOSTEN'S, INC.	777.29
0021006802	KNOBEL, KILLE PARENT REIMBURSEMENT - SPECIAL EDUCATION	3,030.68
0021006811	CRESCENTA VALLEY PUBLISHING LLC	375.00
0021006814	DELPHINE GENACHTE-LE BAIL	620.00
21000791A	SOUTHLAND DISPOSAL BLANKET PURCHASE ORDER FOR TRASH DISPOSAL SERVICES DISTRICWIDE THROUGH JUNE 30, 2021 - FACILITY & SUPPORT OPERATIONS	25,000.00
	TOTAL	551,649.65
	FEDERAL RESTRICTED RESOURCES	
0021006555	CHRISTINA HARGADEN	425.00
0021006582	CDW GOVERNMENT COMPUTER EQUIPMENT - HOOVER HIGH SCHOOL	7,631.25
0021006584	PC & MAC EXCHANGE OFFICE EQUIPMENT - BALBOA ELEMENTARY SCHOOL	9,639.16
0021006585	MOBYMAX LLC	479.00
0021006587	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - WILSON MIDDLE SCHOOL	356.41
0021006600	PALOS SPORTS INC PHYSICAL EDUCATION EQUIPMENT - MOUNTAIN AVENUE ELEMENTARY SCHOOL	7,672.23
0021006614	SMART & FINAL IRIS COMPANY	800.00
0021006619	WESTERN PSYCHOLOGICAL SERVICES INSTRUCTIONAL SUPPLIES - SPECIAL EDUCATION	1,562.04
0021006624	ABSOLUTE INTERNATIONAL SECURITY BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - TOLL MIDDLE SCHOOL	6,100.00
0021006632	TOWN & COUNTRY EVENT RENTALS GRADUATION EXPENSES - EDISON ELEMENTARY SCHOOL	1,734.70
0021006636	ABSOLUTE INTERNATIONAL SECURITY BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - ROOSEVELE MIDDLE SCHOOL	6,925.00

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021006643	AMAZON CAPITAL SERVICES, INC. PHYSICAL EDUCATION SUPPLIES - MOUNTAIN AVENUE ELEMENTARY SCHOOL	2,249.86
0021006644	IPEVO INC. AUDIOVISUAL EQUIPMENT - KEPPEL ELEMENTARY SCHOOL	14,723.85
0021006647	YWCA OF GLENDALE FACILITY RENTAL FEES - BUSINESS SERVICES	19,800.00
0021006657	EMMANUEL MUNDA, DBA: D1 PRODUCTION GRADUATION VIDEOGRAPHY AND LIVESTREAM SERVICES - ROSEMONT MIDDLE SCHOOL	3,000.00
0021006659	OFFICE DEPOT OFFICE FURNITURE - BALBOA ELEMENTARY SCHOOL	1,739.75
0021006662	WESTERN PSYCHOLOGICAL SERVICES	279.00
0021006663	NCS PEARSON INC. INSTRUCTIONAL MATERIALS - SPECIAL EDUCATION	4,800.00
0021006664	OFFICE DEPOT	705.58
0021006665	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - BALBOA ELEMENTARY SCHOOL	600.00
0021006667	LAURA LAING GRADUATION EXPENSES - ROSEMONT MIDDLE SCHOOL	1,200.00
0021006668	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA TEXTHELP INC. - ANNUAL SUBSCRIPTION - SPECIAL EDUCATION	290.00
0021006673	MSI MOVER SERVICES, INC. COVID RELATED MOVING AND STORAGE SERVICES AT MARSHALL ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	2,137.50
0021006674	MSI MOVER SERVICES, INC. COVID RELATED MOVING AND STORAGE SERVICES AT VARIOUS SCHOOL SITES - PLANNING, DEVELOPMENT & FACILITIES	4,833.00
0021006675	MSI MOVER SERVICES, INC. COVID RELATED MOVING AND STORAGE SERVICES AT VALLEY VIEW ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	2,538.75
0021006676	MSI MOVER SERVICES, INC. COVID RELATED MOVING AND STORAGE SERVICES AT BALBOA ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	2,360.71

PO NUMBER	FEDERAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021006677	MSI MOVER SERVICES, INC. COVID RELATED MOVING AND STORAGE SERVICES AT PACIFIC AVENUE EDUCATION CENTER - PLANNING, DEVELOPMENT & FACILITIES	2,922.50
0021006691	BRUYERE, DEREK	700.00
0021006701	CAST, INC.	149.00
0021006703	SWUN MATH, LLC	292.18
0021006710	ARAX ZARZAVATJIAN CONSULTANT TO PROVIDE TRAINING TO FACULTY AT CHAMLIAN ARMENIAN SCHOOL TO REVISE CURRICULUM GUIDES AND LESSON PLANS, BOARD APPROVED 6/1/2021 - EQUITY, ACCESS & FAMILY ENGAGEMENT	2,000.00
0021006714	CITY OF GLENDALE FACILITY RENTAL - EDISON ELEMENTARY SCHOOL	1,000.00
0021006718	STUDIO SPECTRUM, INC WEB STREAM SETUP AND SCHOOLS WEBPAGE PROGRAMMING - PUBLIC INFORMATION	10,600.00
0021006732	APPLE COMPUTER COMPUTER EQUIPMENT - SPECIAL EDUCATION	10,937.38
0021006737	AMAZON CAPITAL SERVICES, INC. OFFICE SUPPLIES - CLARK MAGNET HIGH SCHOOL	19.71
0021006744	THE HOME DEPOT PRO (SUPPLYWORKS)	422.37
0021006747	CDW GOVERNMENT AUDIOVISUAL EQUIPMENT - CRESCENTA VALLEY HIGH SCHOOL	2,921.01
0021006749	HOME DEPOT CREDIT SERVICES BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES AND MATERIALS - HOOVER HIGH SCHOOL	3,000.00
0021006751	VETERAN BUILDING MAINTENANCE, LLC	348.25
0021006770	EDUCATIONAL PRODUCTS, INC SUMMER SCHOOL TRAINING KITS - SPECIAL EDUCATION	2,396.00
0021006775	VAHAN MEHRABI CONSULTANT TO PROVIDE TRAINING TO FACULTY AT CHAMLIAN ARMENIAN SCHOOL TO REVISE CURRICULUM GUIDES AND LESSON PLANS, BOARD APPROVED 6/1/2021 - EQUITY, ACCESS & FAMILY ENGAGEMENT	2,000.00
0021006796	SWUN MATH, LLC	165.38
0021006797	SWUN MATH, LLC	165.38
0021006813	ABSOLUTE INTERNATIONAL SECURITY BLANKET PURCHASE ORDER FOR SECURITY GUARD SERVICES - ROSEMONT MIDDLE SCHOOL	19,300.00
0021006815	HOMENETMEN SUMMER CAMP PROGRAM SERVICES, COVID- RELATED - BUSINESS SERVICES	48,480.00
	TOTAL	212,401.95

PO NUMBER	STATE RESTRICTED RESOURCES VENDOR	AMOUNT
0021006533	LAKESHORE LEARNING	257.55
0021006534	LAKESHORE LEARNING	257.55
0021006550	AARDVARK	35.51
0021006557	IBOOKPARK INC	385.88
0021006560	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - LINCOLN ELEMENTARY SCHOOL	79.73
0021006569	JOSTEN'S, INC.	63.60
0021006573	BURBANK UNIFIED SCHOOL DISTRICT REIMBURSEMENT OF SALARIES & BENEFITS - FOOTHILL SELPA	4,341.80
0021006583	OFFICE DEPOT	438.31
0021006588	LAKESHORE LEARNING	167.36
0021006610	LAKESHORE LEARNING	750.00
0021006611	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - CERRITOS ELEMENTARY SCHOOL	750.00
0021006612	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - LINCOLN ELEMENTARY SCHOOL	500.00
0021006617	SMART & FINAL IRIS COMPANY	150.00
0021006620	PALOS SPORTS INC	548.75
0021006621	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - LINCOLN ELEMENTARY SCHOOL	254.80
0021006622	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - RD WHITE ELEMENTARY SCHOOL	7,000.00
0021006627	SOCIAL THINKING	570.58
0021006630	GOPHER	617.74
0021006653	OFFICE DEPOT BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - MANN ELEMENTARY SCHOOL	4,000.00
0021006655	LAKESHORE LEARNING	212.52
0021006658	LAKESHORE LEARNING	246.08
0021006666	VIRGIL'S GLENDALE HARDWARE CENTER	143.66
0021006688	IBOOKPARK INC	474.08
0021006689	SUZETTE ENCARNACION MAJOR PARENT REIMBURSEMENT - SPECIAL EDUCATION	3,067.65
0021006692	LAKESHORE LEARNING	286.54
0021006693	CERTIFIED WHOLESALE ELECTRIC	359.71
0021006707	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - BALBOA ELEMENTARY SCHOOL	1,000.00

STATE RESTRICTED RESOURCES (CONTINUATION)		
PO NUMBER	VENDOR	AMOUNT
0021006745	LAKESHORE LEARNING	52.35
0021006746	LAKESHORE LEARNING	64.92
0021006750	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES AND MATERIALS - MANN ELEMENTARY SCHOOL	1,000.00
0021006760	RODERICK ROZANSKI & BONNIE LEMON PARENT REIMBURSEMENT - SPECIAL EDUCATION	42,000.00
0021006763	VANAMAN GERMAN LLP PARENT REIMBURSEMENT - SPECIAL EDUCATION	9,000.00
0021006771	TEK TIME SYSTEMS, INC	34.64
0021006794	VIRGINIA PORTER PARENT REIMBURSEMENT - SPECIAL EDUCATION	1,500.00
0021006800	LA CANADA UNIFIED SCHOOL DISTRICT REIMBURSEMENT OF SALARIES & BENEFITS - FOOTHILL SELPA	17,923.50
0021006801	BURBANK UNIFIED SCHOOL DISTRICT REIMBURSEMENT OF SALARIES & BENEFITS - FOOTHILL SELPA	3,944.24
0021006803	JOSTEN'S, INC.	97.38
0021006812	LAW OFFICES OF ARLENE BELL PARENT REIMBURSEMENT - SPECIAL EDUCATION	3,025.00
021002178C	COMPREHENSIVE THERAPY ASSOCIATES, INC SERVICE AGREEMENT TO PROVIDE SPEECH, ASSESSMENTS AND IEP SERVICES TO SPECIAL EDUCATION STUDENTS, BOARD APPROVED 7/14/2020 - SPECIAL EDUCATION	34,362.50
	TOTAL	139,963.93
LOCAL RESTRICTED RESOURCES		
0021006536	CASTERS & INDUSTRIAL SUPPLIES	537.14
0021006537	STAR FORD	649.23
0021006539	AAI GRAPHICS & SIGNS	119.07
0021006540	MONOPRICE INC.	86.28
0021006541	STUMBAUGH & ASSOCIATES, INC.	357.85
0021006543	CASTERS & INDUSTRIAL SUPPLIES	25.62
0021006544	J M MCKINNEY CO	421.01
0021006546	DESOTO SALES, INC.	197.63
0021006547	HIGHLAND PRODUCTS GROUP, LLC	400.07
0021006548	U.S. BLINDS WINDOW TREATMENTS - FACILITY & SUPPORT OPERATIONS	2,552.27
0021006549	SCOTTY'S INDUSTRIAL PRODUCTS TOOLS - FACILITY & SUPPORT OPERATIONS	1,007.79
0021006551	MAKERBOT INDUSTRIES LLC PRINTING EQUIPMENT - WILSON MIDDLE SCHOOL	2,229.95

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021006559	GOPHER PHYSICAL EDUCATION SUPPLIES AND EQUIPMENT - MOUNTAIN AVENUE ELEMENTARY SCHOOL	1,143.77
0021006561	CALIFORNIA SMOG & TEST ONLY	70.00
0021006562	ANIXTER INC.	147.20
0021006563	MONOPRICE INC.	207.38
0021006564	DESOTO SALES, INC. REPAIR SUPPLIES AND EQUIPMENT - FACILITY & SUPPORT OPERATIONS	1,959.97
0021006566	CHEROKEE CHEMICAL CO. INC	825.00
0021006568	TOOL SHACK	72.60
0021006571	ANIXTER INC.	260.18
0021006578	DECKER EQUIPMENT/SCHOOL FIX	177.18
0021006579	SOUTHERN CALIFORNIA FLAGPOLE CO INC	479.06
0021006580	APPLE VALLEY COMMUNICATIONS	306.00
0021006590	EWING IRRIGATION PRODUCTS	72.48
0021006592	GMS ELEVATOR SERVICES, INC ELEVATOR REPAIR PARTS AND LABOR AT GLENDALE HIGH SCHOOL - FACILITY & SUPPORT OPERATIONS	9,020.00
0021006596	GMS ELEVATOR SERVICES, INC ELEVATOR REPAIR PARTS AND LABOR AT MUIR ELEMENTARY SCHOOL - FACILITY & SUPPORT OPERATIONS	9,175.00
0021006597	COMPASS MICRO INC	44.80
0021006598	SMIRTHWAITE USA LLC	132.30
0021006599	AMAZON CAPITAL SERVICES, INC. OFFICE SUPPLIES - FOOD SERVICES	30.83
0021006601	AIRGAS USA, LLC	347.34
0021006602	BUILDERS FENCE CO INC	302.13
0021006603	FERGUSON ENTERPRISES INC.#1350	208.57
0021006604	AAA ELECTRIC MOTOR SALES REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,360.12
0021006605	VIRGIL'S GLENDALE HARDWARE CENTER	27.55
0021006606	ENKO SYSTEMS	540.50
0021006607	VIRGIL'S GLENDALE HARDWARE CENTER	20.94
0021006618	AAA ELECTRIC MOTOR SALES REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	2,747.61
0021006631	AMAZON CAPITAL SERVICES, INC. PRINTING EQUIPMENT - KEPPEL ELEMENTARY SCHOOL	411.19
0021006633	CHARLES MUSIC MUSICAL INSTRUMENTS - CRESCENTA VALLEY HIGH SCHOOL	11,990.81
0021006638	TEK TIME SYSTEMS, INC	104.36

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021006640	RABBIT AIR AIR CONDITIONING SERVICES AT FRANKLIN ELEMENTARY SCHOOL - FACILITY & SUPPORT OPERATIONS	1,657.50
0021006641	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR EQUIPMENT - FOOD SERVICES	10,000.00
0021006648	FOLLETT SCHOOL SOLUTIONS, INC.	198.17
0021006661	LEGO EDUCATION INSTRUCTIONAL SUPPLIES - KEPPEL ELEMENTARY SCHOOL	2,943.01
0021006678	TOOL SHACK	881.54
0021006679	HANGSAFE HOOKS MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	3,078.04
0021006682	MONOPRICE INC.	96.91
0021006683	FOUNDATION BUILDING MATERIALS HOLDING CO LOCKS AND KEYS - FACILITY & SUPPORT OPERATIONS	1,363.79
0021006685	CASTERS & INDUSTRIAL SUPPLIES	201.72
0021006687	BAVCO	497.03
0021006690	FORDHAM UNIVERSITY GRADUATE SCHOOL OF ED CONFERENCE EXPENSES - CRESCENTA VALLEY HIGH SCHOOL	1,075.00
0021006694	OFFICE DEPOT	171.71
0021006695	ULINE SHIPPING SUPPLY	870.98
0021006700	CLARK COMPANY FLOOR COVERING MATERIALS FOR VERDUGO WOODLANDS ELEMENTARY SCHOOL - FACILITY & SUPPORT OPERATIONS	32,579.00
0021006709	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - EDISON ELEMENTARY SCHOOL	740.05
0021006711	VERIZON WIRELESS	500.00
0021006713	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES - HOOVER HIGH SCHOOL	1,200.00
0021006716	JB MECHANICAL & PLUMBING SUPPLIES PLUMBING SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,165.22
0021006719	AMAZON CAPITAL SERVICES, INC. INSTRUCTIONAL SUPPLIES - GLENOAKS ELEMENTARY SCHOOL	694.50
0021006720	DECKER EQUIPMENT/SCHOOL FIX	371.01
0021006723	DESOTO SALES, INC.	687.71
0021006724	SPARTAN TOOL LLC	310.67
0021006725	ROOF LINE - BURBANK	179.97
0021006726	JM MCKINNEY COMPANY	245.77
0021006727	BUILDERS FENCE CO INC	603.68
0021006730	THE HOME DEPOT PRO (SUPPLYWORKS)	300.85

PO NUMBER	LOCAL RESTRICTED RESOURCES (CONTINUATION) VENDOR	AMOUNT
0021006733	PALOS SPORTS INC BLANKET PURCHASE ORDER FOR PHYSICAL EDUCATION SUPPLIES - MARSHALL ELEMENTARY SCHOOL	1,000.00
0021006734	BURBANK PRINTING	112.47
0021006738	PACIFIC RADIO ELECTRONICS	70.12
0021006740	VALLEY FLOOD-LITE SERVICE INC. PARTS AND LABOR FOR STADIUM LIGHTING AT GLENDALE HIGH SCHOOL - FACILITY & SUPPORT OPERATIONS	2,893.02
0021006752	BSN SPORTS	998.64
0021006754	BATTERY HUT	382.88
0021006756	AUL PIPE & TUBING INC REPAIR SUPPLIES - FACILITY & SUPPORT OPERATIONS	3,561.53
0021006757	CASTERS & INDUSTRIAL SUPPLIES	125.18
0021006759	MILES, CATHY CONSULTANT TO PROVIDE COUNSELING AND INTERVENTION SERVICES, BOARD APPROVED 6/15/2021 - VERDUGO WOODLANDS ELEMENTARY SCHOOL	9,800.00
0021006762	NJP SPORTS INC	450.00
0021006765	CDW GOVERNMENT COMPUTER EQUIPMENT - COLUMBUS ELEMENTARY SCHOOL	1,117.43
0021006781	HOME DEPOT CREDIT SERVICES TOOLS AND EQUIPMENT - FACILITY & SUPPORT OPERATIONS	1,443.38
0021006782	BIG O TIRES GLENDALE PARTS AND LABOR - FACILITY & SUPPORT OPERATIONS	1,983.01
0021006783	ANIXTER INC.	151.04
0021006784	U.S. BLINDS	183.01
0021006785	KING'S CUSTOM SHEET METAL	655.99
0021006786	AA1 GRAPHICS & SIGNS	601.97
0021006793	TAYLOR MILLER CONSULTANT TO PRODUCE VIDEOS FOR CALFRESH HEALTHY LIVING PROGRAM GRANT, BOARD APPROVED 6/1/2021 - FOOD SERVICES	8,550.00
0021006795	BUCHANAN GLASS	897.66
0021006804	CHEROKEE CHEMICAL CO. INC	825.00
0021006805	CCIS-CALIF. CONSORTIUM FOR IND. STUDY	327.44
0021006806	PALFINGER LIFTGATES, LLC.	907.41
0021006807	STAR FORD	52.58
0021006808	UNITED REFRIGERATION, INC.	94.94
0021006809	EWING IRRIGATION PRODUCTS	478.05
0021006810	CART MART INC	86.85
021005845A	DMV LICENSE PLATE FEES - FACILITY & SUPPORT OPERATIONS	4,281.00
	TOTAL	155,413.21

PO NUMBER	CHILD DEVELOPMENT FUND VENDOR	AMOUNT
0021006638	TEK TIME SYSTEMS, INC	104.37
	TOTAL	104.37
	FOOD SERVICES FUND	
0021006556	LUNCHASSIST, INC.	250.00
0021006570	GRAINGER	403.10
0021006572	AAA ELECTRIC MOTOR SALES PARTS AND EQUIPMENT - FOOD SERVICES	1,360.12
0021006607	VIRGIL'S GLENDALE HARDWARE CENTER	33.63
0021006721	WRIGHT'S SUPPLY INC	175.76
0021006808	UNITED REFRIGERATION, INC.	103.99
	TOTAL	2,326.60
	MEASURE S PROJECTS FUND	
0021006586	GARCIA'S FENCE CORP. SERVICE AGREEMENT FOR INSTALLATION OF GATE WITH HARDWARE AND POSTS AT MONTE VISTA ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	3,795.00
0021006608	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC)	365.02
0021006609	HOME DEPOT CREDIT SERVICES	101.95
0021006613	SHARP BUSINESS SYSTEMS	879.45
0021006615	DEPARTMENT OF GENERAL SERVICES DSA INSPECTION OF RECORD FEE FOR FRANKLIN ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	3,848.55
0021006626	GARCIA'S FENCE CORP. SERVICE AGREEMENT FOR FENCING SERVICES AT VARIOUS LOCATIONS AT ROSEMONT MIDDLE SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	19,750.00
0021006670	DILIGENT BUSINESS SOLUTIONS, INC. BLUEPRINTING SERVICES, DISTRICTWIDE - PLANNING, DEVELOPMENT & FACILITIES	2,633.40
0021006671	GARCIA'S FENCE CORP. SERVICE AGREEMENT FOR FENCING SERVICES AT TOLL MIDDLE SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	58,950.00
0021006672	CHALMERS CONSTRUCTION SERVICES, INC SERVICE AGREEMENT TO REPLACE FRONT STAIRS ON THE DOOR ENTRANCE, INSTALL FENCING, CLEAN UP AND HAUL AWAY AT CLARK MAGNET HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	41,950.00
0021006717	CALIFORNIA AUTO DETAIL AND HAND WASH	510.00

PO NUMBER	MEASURE S SPECIAL FUND (CONTINUATION) VENDOR	AMOUNT
0021006728	tBP/ARCHITECTURE PROFESSIONAL SERVICES FOR POOL EXPANSION AND RENOVATION PROJECT AT CRESCENTA VALLEY HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	434,500.00
0021006729	tBP/ARCHITECTURE PROFESSIONAL SERVICES FOR POOL EXPANSION AND RENOVATION PROJECT AT HOOVER HIGH SCHOOL, BOARD APPROVED 6/1/2021 - PLANNING, DEVELOPMENT & FACILITIES	603,500.00
0021006776	BPI INSPECTION SERVICES PROVIDE INSPECTIONAL SERVICES AT VERDUGO WOODLANDS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	123,420.00
0021006789	ARC CONSTRUCTION, INC. AWARD OF BID #207-20/21, BRIDGE PROJECT AT VERDUGO WOODLANDS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	1,350,000.00
0021006816	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC)	541.68
0021006817	CHALMERS CONSTRUCTION SERVICES, INC AWARD OF BID #210-20/21, INTERIM HOUSING AT GLENOAKS ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	492,900.00
0021006818	CHALMERS CONSTRUCTION SERVICES, INC AWARD OF BID #211-20/21, INTERIM HOUSING AT MONTE VISTA ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	1,033,000.00
	TOTAL	----- 4,170,645.05
0021006715	DEVELOPER FEE FUND DEPARTMENT OF GENERAL SERVICES DSA INSPECTION OF RECORD FEE - BALBOA ELEMENTARY SCHOOL	5,667.55
	TOTAL	----- 5,667.55

**LIST OF PO CHANGE ORDERS
DURING THE PERIOD OF 6/7/2021 THROUGH 7/2/2021
CONSENT CALENDAR NO. 5 - JULY 13, 2021**

Change Order Date	PO#	Vendor	Reason of Change	Original Amount	Net Increase / Decrease	New Total
6/8/2021	0021001110	OFFICE DEPOT	INCREASED PO FOR ADDITIONAL PURHCASES	\$5,000.00	\$2,000.00	\$7,000.00
6/8/2021	0021000731	NAPA AUTO PARTS	INCREASED PO FOR ADDITIONAL PURCHASES	\$20,000.00	\$5,000.00	\$25,000.00
6/8/2021	0021001264	STELLA PETROS	INCREASED PO FOR COVER ADDITIONAL SERVICES	\$15,000.00	\$2,500.00	\$17,500.00
6/10/2021	0020103658	BALFOUR BEATTY	INCREASE PO FOR ADDITIONAL PORTIONS OF THE APPROVED ITEMS ON THE PROJECT	\$14,080,995.00	\$89,108.14	\$14,170,103.14
6/16/2021	0021001600	ABSOLUTE INTERNATIONAL SECURITY	INCREASED PO TO COVER ADDITIONAL SERVICES AS NEEDED	\$37,000.00	\$9,000.00	\$46,000.00
6/16/2021	0021000718	CERTIFIED WHOLESALE ELECTRIC	INCREASED PO TO COVER ADDITIONAL INVOICES	\$65,000.00	\$5,000.00	\$70,000.00
6/16/2021	0021000708	ALL-PHASE ELECTRIC SUPPLY	INCREASED PO TO COVER ADDITIONAL INVOICES	\$15,000.00	\$2,000.00	\$17,000.00
6/16/2021	0021000625	HOME DEPOT	INCREASED PO TO COVER ADDITIONAL PURCHASES	\$80,000.00	\$5,000.00	\$85,000.00
6/25/2021	0021006333	THE HOME DEPOT PRO	INCREASE BPO	\$1,000.00	\$200.00	\$1,200.00
6/25/2021	0021006423	JB BOSTICK COMPANY	INCREASED PO FOR EXTRA REQUIRED WORK	\$14,980.00	\$4,000.00	\$18,980.00
7/1/2021	0021006210	TMP SERVICES	INCREASED PO FOR ADDITIONAL MATERIALS	\$19,337.85	\$4,634.91	\$23,972.76
7/1/2021	0021006356	CURRICULUM INSTITUTE	INCREASED PO TO ADD SALES TAX	\$1,867,957.35	\$182,348.22	\$2,050,305.57
7/1/2021	0021001791	360 DEGREE CUSTOMER INC.	INCREASED PO TO PAY FOR INVOICES RECEIVED IN MAY	\$50,000.00	\$5,500.00	\$55,500.00
7/2/2021	0021006105	HOUGHTON MIFFLIN HARCOURT	INCREASE SHIPPING	\$25,585.61	\$1,031.57	\$26,617.18

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 6

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Craig Larimer, Financial Analyst

SUBJECT: **2020-21 Transfer of Cash Balance from the General Fund (01.0)
Central RDA Revenue to the Capital Project and Improvement Fund
(40.1)**

The Superintendent recommends that the Board of Education approve the 2020-21 cash balance transfer of \$1,582,108.03 from the General Fund (01.0) to the Capital Project and Improvement Fund (40.1).

In 2020-21, the District received its portion of tax increment funding from the City of Glendale's Central Redevelopment Project area. This funding is currently used to support the needs of the districtwide facility program.

The District's share of the tax increment is \$3,245,340.37. This tax increment differs from the San Fernando Corridor Redevelopment Project area in that 43.3% or \$1,405,232.34 must be retained in the General Fund and is a reduction to our State funding of the Local Control Funding Formula (LCFF).

Additionally, the City advanced money (loaned) to the District for the construction of Moyse field, and loan payments are deducted annually. Therefore, \$258,000 of the tax increment is retained for the annual payment on the Moyse Field Turf Project Loan.

The net transfer after these reductions is \$1,582,108.03 and it is restricted to capital projects.

TO SUPPORT 2020-2021 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 13, 2021

CONSENT CALENDAR NO. 7

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Craig Larimer, Financial Analyst

SUBJECT: **2020-21 Transfer of Cash Balance from the General Fund (01.0) San Fernando Corridor RDA to the Capital Project and Improvement Fund (40.1)**

The Superintendent recommends that the Board of Education approve the 2020-21 cash balance transfer of \$2,043,857.91 from the General Fund (01.0) to the Capital Project and Improvement Fund (40.1).

In 2020-21, the District received its portion of tax increment funding from the San Fernando Corridor Redevelopment Project area. This portion of the tax increment is restricted to capital facility expenditures and is currently used to support the needs of the districtwide facility program.

TO SUPPORT 2020-2021 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 13, 2021

CONSENT CALENDAR NO. 8

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Acceptance of Actuarial Study Related to the Pre-Funding of Retiree Medical Cost**

The Superintendent recommends that the Board of Education accept the actuarial study related to the pre-funding of retiree medical cost.

The importance of the identification and planning for the costs associated with retiree medical benefits has been addressed by the Governmental Accounting Standards Board (GASB-75).

Additionally, current state law (Chapter 650, Statutes of 1994) requires governing boards, on an annual basis, to certify to the county superintendent the estimated accrued but unfunded cost of health and welfare benefits provided to employees upon their retirement.

The actuarial impact has been re-calculated utilizing current staffing and insurance rates. This service was provided by Grant Thornton LLP. Their report indicates that \$128.29 million represents the actuarial accrued liability associated with retiree benefits. This figure is \$10.67 million higher than the \$117.62 million figure estimated in the 2019-20 report. The 2020-21 report indicates that the current employee contracts will continue to have an 8% annual increase to the District's contribution for teachers and management. Classified will cover up to the HMO 2-party rate.

Approximately 30% of the 2020-21 cost estimate is related to current retirees and active employees who have met retiree medical eligibility requirements. The balance is for active employees who are not yet age fifty-five. A report of the findings is provided under separate cover.

In 1995-96, the Board of Education began setting aside funds to address this liability. The District accumulated \$6.5 million in Fund 20.0 and \$4.56 million in Fund 67.2. However, when the State fiscal crisis hit (Great Recession) and school funding was reduced, the Board determined the monies should be utilized to maintain programs and retain employees. A transfer of \$10.7 million from these reserves to the Unrestricted General Fund has assisted the District in maintaining staffing and instructional programs.

A Retiree Health Benefit rate is calculated as a percent of payroll each year and transferred to Fund 67.2. The payments to Blue Shield are made from Fund 67.2. Currently, the District pays approximately \$2.5 million per year for retiree health insurance premiums. No additional funds are being accumulated to address the \$128.29 million liability. This is an issue the District will need to address when monies become available.

TO SUPPORT 2020-2021 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

GASB 75 ACTUARIAL VALUATION REPORT

FOR POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS

July 1, 2020 – June 30, 2021 Fiscal Year

Based on information received for the July 1, 2019 – June 30, 2020 Fiscal Year

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EXECUTIVE SUMMARY

A. PLAN OVERVIEW

Glendale Unified School District (*District*) provides post-employment benefits other than pensions (OPEB) to employees who meet certain criteria. As a result of offering such benefits, the District is required to report the value of such benefits and the associated costs according to the accounting requirements of Governmental Accounting Standards Board Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (GASB 75). The purpose of this report is to provide measurements of the OPEB obligations, annual expense, and other required disclosure items in accordance with GASB 75. The information contained in this report may not be suitable for other purposes.

The District provides post-employment healthcare benefits to eligible retirees and their covered eligible dependents and pays a portion of the cost. All active employees who retire directly from the District and meet the eligibility criteria may participate.

B. SUMMARY OF KEY RESULTS

The summary below identifies the key results of the costs related to the July 1, 2020 – June 30, 2021 Fiscal Year, according to the accounting requirements of GASB 75. Note that implicit rate subsidies, as required by GASB, are factored into all relevant values in this report.

Note the District elects to perform actuarial valuations on a biannual basis, therefore this valuation represents a rollforward of results prepared for the July 1, 2019 – June 30, 2020 Fiscal Year, with certain adjustments made to reflect actual retiree cap experience and the discount rate at the end of the year.

Valuation Date	July 1, 2020
Measurement Date	June 30, 2021
Reporting Date	June 30, 2021
Present Value of Future Benefits	
Actives	\$217,098,105
Retirees	<u>11,199,005</u>
Total	\$228,297,110
Total OPEB Liability	
Actives	\$117,090,680
Retirees	<u>11,199,005</u>
Total	\$128,289,685
Plan Assets	<u>N/A</u>
Net OPEB Liability	\$128,289,685
GASB 75 Measures for the Period Ending	June 30, 2021
OPEB Expense	\$15,473,834
Employer Contributions, reflecting implicit rate subsidies	\$3,692,559
Employer Contributions (Pay-As-You-Go)¹	\$2,284,768

¹ Estimated annual employer contributions based on data received from the District.

C. DEMOGRAPHIC INFORMATION

Demographic Information	2019/2020 FY
Active Participants	1,998
<u>Retired Participants²</u>	<u>99</u>
Total	2,097

D. ASSETS

As of the valuation date, the District has not set aside assets in an irrevocable trust to pay for future benefits. According to GASB, an employer has contributed to pay for future benefits if it meets one of the following criteria:

- The employer has made benefit payments directly to or on behalf of a retiree or beneficiary.
- The employer has made premium payments to an insurer.
- The employer has made contributions to an OPEB plan to fund payments of benefits as they come due in the future, and all the following apply:
 - The employer no longer has ownership or control of the assets.
 - The plan is effectively a legally separate entity under the stewardship of a board of trustees.
 - The plan assets provide benefits to retirees and their beneficiaries in accordance to the terms stated in the plan.
 - The plan assets are legally protected from creditors of the employer.

Assets	June 30, 2021
Market Value of Assets	\$0
Actuarial Value of Assets	\$0
Money-Weighted Rate of Return (2020/2021 FY)	N/A

E. DISCOUNT RATE

The discount rate under GASB 75 is required to be a blend of the long-term expected rate of return (ROR) to the extent funded and the 20 year municipal bond rate. Specifically, an initial projection is made using the ROR on irrevocable OPEB plan assets and, as long as the plan’s net position and projected contributions associated with current participants are expected to fully cover projected benefit payments (including expenses), this long-term rate may be used. For years in which the net position is not projected to cover projected benefit payments, the discount rate used is equal to the 20 year municipal bond yield. A single discount rate is then determined as a blend of the two rates, which produces the same discounted present value of benefits as the dual rate calculation. Since the OPEB is not funded through an irrevocable trust, the municipal bond rate was selected for all years. As of June 30, 2020, a rate of 2.66% was used. As of June 30, 2021, a rate of 2.18%, was used.

² In the 2019/2020 Fiscal Year only 1 retiree over the age of 65 received District paid lifetime healthcare benefits, per a contract agreement.

ACTUARIAL CERTIFICATION

Glendale Unified School District (*District*) retained Grant Thornton to perform a valuation of its post-employment healthcare benefits plan for the purpose of determining its annual cost and disclosures in accordance with GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (GASB 75).

The undersigned consulting actuaries are members of the Society of Actuaries and other professional actuarial organizations, and meet the "Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States" relating to post-employment healthcare plans.

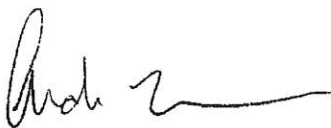
In preparing the results presented in this report, we have relied upon information provided to us regarding plan provisions, plan participants, and plan assets. We have reviewed this information for overall reasonableness and consistency, but have neither audited nor independently verified this information. The accuracy of the results presented in this report is dependent upon the accuracy and completeness of the underlying information.

Where reasonable, the actuarial assumptions and the accounting policies and methods employed in the development of the post-employment healthcare cost have been selected by the District, which relied upon actuarial audits and experience studies conducted for the California State Teachers Retirement System (CalSTRS) and the California Public Employees Retirement System (CalPERS). We did not independently study historical information to develop assumptions. As prescribed under GASB 75, the Entry Age Normal cost method was used, where normal costs are computed as a level annual percentage of salary.

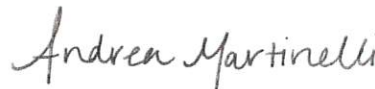
The valuation has been conducted in accordance with generally accepted actuarial principles and practices. In our opinion, the actuarial assumptions and methods represent reasonable expectations of anticipated plan experience. To fulfill the applicable accounting requirements, each actuarial assumption should be management's "best estimate solely with respect to that individual assumption."

The information contained in this report was prepared for the internal use of the District and its auditors in connection with the actuarial valuation of the post-employment healthcare plan. It is neither intended nor necessarily suitable for other purposes. The District may also distribute this actuarial valuation report to parties which have a legal right to require the District to provide them with this report, in which case they will provide this report in its entirety including all assumptions, caveats, and limitations.

We are available to answer questions on the material contained in the report or to provide explanations or further detail, as may be appropriate.



Andrew Etheridge, FSA, FCA, EA, MAAA
Senior Manager, Human Capital Services
Grant Thornton, LLP
July 6, 2021



Andrea Martinelli, ASA
Manager, Human Capital Services
Grant Thornton, LLP
July 6, 2021

ACCOUNTING & ACTUARIAL INFORMATION

A. RECONCILIATION OF TOTAL OPEB LIABILITY

The Total OPEB Liability (TOL) is the liability or obligation for benefits earned through the valuation date, based on certain actuarial methods and assumptions. The following represents a reconciliation of the TOL from the beginning of the Fiscal Year (July 1, 2020) to the end of the Fiscal Year (June 30, 2021). The TOL as of June 30, 2021 is \$128,289,685.

Reconciliation of Total OPEB Liability		2020/2021 FY
Beginning of Year TOL		\$117,621,020
Service Cost		6,993,436
Interest Cost		3,265,956
Changes of Benefit Terms		0
Differences Between Expected and Actual Experience		(41,507)
Changes in Assumptions		4,143,339
<u>Expected Benefit Payments</u>		<u>(3,692,559)</u>
End of Year TOL		\$128,289,685
Municipal Bond Rate:		
Beginning of Year		2.66%
End of Year		2.18%

B. DEVELOPMENT OF OPEB EXPENSE

The OPEB Expense related to the July 1, 2020 – June 30, 2021 period is \$15,473,834. Deferred inflows and outflows of resources are amortized over the following periods depending on source.

- Differences between expected/actual experience and assumption changes are amortized over the average working lifetime (active and inactive participants).
- The difference between projected and actual earnings on any applicable OPEB plan investments is recognized over a 5-year period.
- Any plan changes are fully recognized.

OPEB Expense		2020/2021 FY
Service Cost		\$6,993,436
Interest Cost		3,265,956
Expected Return on Assets		N/A
Recognition of:		
Changes of Benefit Terms		0
Differences Between Expected and Actual Experience		713,671
Differences Between Projected and Actual Earnings		0
<u>Changes in Assumptions</u>		<u>4,500,771</u>
OPEB Expense		\$15,473,834
Beginning of Year:		
Municipal Bond Rate		2.66%
Expected Rate of Return		N/A
Average Expected Service Life		8.36
<u>Expected Benefit Payments</u>		<u>\$3,692,559</u>

C. SCHEDULE OF DEFERRED INFLOWS & OUTFLOWS

Differences between expected and actual experience, assumption changes, and projected and actual earnings, are amortized over their respective periods as discussed in the prior section. The amounts left to be amortized in the future are reported as deferred inflows and outflows of resources.

The table below summarizes the current balances of collective deferred inflows and outflows of resources along with the net recognition through annual expense over future years.

Schedule of Deferred Inflows/Outflows	June 30, 2021	
	Deferred Inflows	Deferred Outflows
Differences Between Expected and Actual Experience	\$36,542	\$3,692,592
Differences Between Projected and Actual Earnings	0	0
<u>Changes in Assumptions</u>	<u>0</u>	<u>26,707,160</u>
Total	\$36,542	\$30,399,752

Amounts reported as deferred inflows and outflows of resources will be recognized in the OPEB expense as follows:

Fiscal Year Ending June 30:	Recognition
2022	\$5,214,442
2023	5,214,442
2024	5,214,442
2025	5,214,442
2026	5,146,697
Thereafter	\$4,358,745

D. SENSITIVITY OF NOL TO CHANGES IN DISCOUNT RATE

Changes in the discount rate affect the measurement of the NOL. Lower discount rates produce a higher NOL, while higher discount rates produce a lower NOL.

	1% Decrease	Current Rate	1% Increase
Net OPEB Liability	\$137,103,273	\$128,289,685	\$119,737,489

E. SENSITIVITY OF NOL TO CHANGES IN HEALTHCARE COST TREND RATES

Changes in the healthcare trend rate affect the measurement of the NOL. Lower healthcare trend rates produce a lower NOL, while higher healthcare trend rates produce a higher NOL.

	1% Decrease	Current Trend	1% Increase
Net OPEB Liability	\$114,107,055	\$128,289,685	\$144,869,667

GASB 75 ACTUARIAL VALUATION

F. SCHEDULE OF REQUIRED SUPPLEMENTARY INFORMATION

The following schedule is intended to show information for a period of 10 years. However, the District recently adopted GASB 75, and therefore has limited information to disclose. This information will be included prospectively as the District continues to perform actuarial valuations and report under GASB 75.

	2020/2021 FY	2019/2020 FY	2018/2019 FY	2017/2018 FY
Total OPEB Liability				
Service Cost	\$6,993,436	\$4,479,472	\$4,424,141	\$4,165,618
Interest Cost	3,265,956	2,438,227	2,475,725	2,297,448
Changes of Benefit Terms	0	0	0	0
Differences Between Expected and Actual Experience	(41,507)	299,197	5,511,042	0
Changes in Assumptions	4,143,339	29,442,848	1,137,691	828,925
<i>Expected</i> Benefit Payments	(3,692,559)	(3,875,172)	(3,682,923)	(3,089,184)
Net Change in Total OPEB Liability	10,668,665	\$32,784,572	\$9,865,676	\$4,202,807
Total OPEB Liability – Beginning of Year	117,621,020	\$84,836,448	\$74,970,772	\$70,767,965
Total OPEB Liability – End of Year (a)	128,289,685	\$117,621,020	\$84,836,448	\$74,970,772
Plan Fiduciary Net Position				
<i>Expected</i> Employer Contributions	\$3,692,559	\$3,875,172	\$3,682,923	\$3,089,184
Net Investment Income	0	0	0	0
<i>Expected</i> Benefit Payments	(3,692,559)	(3,875,172)	(3,682,923)	(3,089,184)
<u>Administrative Expenses</u>	0	0	0	0
Net Change in Plan Fiduciary Net Position	\$0	\$0	\$0	\$0
Plan Fiduciary Net Position – Beginning of Year	\$0	\$0	\$0	\$0
Plan Fiduciary Net Position – End of Year (b)	\$0	\$0	\$0	\$0
Net OPEB Liability – End of Year (a) – (b)	\$128,289,685	\$117,621,020	\$84,836,448	\$74,970,772
Plan Fiduciary Net Position as a percentage of the TOL	0.00%	0.00%	0.00%	0.00%
Covered Payroll	\$134,173,060	\$138,902,059	\$131,723,517	\$137,489,158
Net OPEB Liability as a percentage of Covered Payroll	95.62%	84.68%	64.40%	54.53%
Municipal Bond Rate:				
Beginning of Year	2.66%	2.79%	2.98%	3.13%
End of Year	2.18%	2.66%	2.79%	2.98%

CENSUS INFORMATION³

The following table summarizes active and retiree demographic information:

Participants	July 1, 2020
Actives	
Fully Eligible to Receive Plan Benefits	487
<u>Not Fully Eligible</u>	<u>1,511</u>
<i>Total</i>	<i>1,998</i>
Retirees⁴	
Under Age 65	98
<u>Age 65 or over</u>	<u>1</u>
<i>Total Receiving Plan Benefits</i>	<i>99</i>
Total	2,097

	Actives	Retirees	Total
Average Age	47.95	62.06	48.61
Average Service	14.19	N/A	N/A

There were no material modifications to the data as provided by the District.

³ Census information used for July 1, 2020 valuation.

⁴ In the 2019/2020 Fiscal Year only 1 retiree over the age of 65 received District paid lifetime healthcare benefits, per a contract agreement.

SCHEDULE OF ACTIVE PARTICIPANT DATA⁵

Attained Age	Attained Service										Total
	Under 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & Up	
Under 25	1	4	1	-	-	-	-	-	-	-	6
25 to 29	10	64	16	-	-	-	-	-	-	-	90
30 to 34	6	82	69	10	2	-	-	-	-	-	169
35 to 39	2	65	81	71	14	-	-	-	-	-	233
40 to 44	4	72	65	54	68	15	-	-	-	-	278
45 to 49	1	48	46	52	63	89	9	1	-	-	309
50 to 54	3	33	31	37	52	82	65	11	-	-	314
55 to 59	-	38	43	40	40	70	43	50	2	-	326
60 to 64	-	15	22	33	41	63	35	33	8	2	252
65 to 69	-	1	1	4	2	6	4	3	-	-	21
70 & up	-	-	-	-	-	-	-	-	-	-	-
Total	27	422	375	301	282	325	156	98	10	2	1,998

⁵ Census information used for July 1, 2020 valuation.

ASSUMPTIONS & ACTUARIAL METHODS

The assumptions and methods displayed in this section were selected from the complete set of assumptions used to calculate liabilities for the plan. The District has reviewed the assumptions and recommended to the actuary that they be used. For certificated participants, it is assumed that their termination and retirement rates follow that prescribed by the CalSTRS experience study and actuarial assumptions. Non-certificated participants are assumed to follow termination and retirement behaviors exhibited in the CalPERS experience study and actuarial assumptions.

A. DISCOUNT RATE

In accordance with GASB 75, the discount rate as of June 30, 2020 and June 30, 2021 is the 20 year municipal bond yield. As of June 30, 2020, a rate of 2.66% was used. As of June 30, 2021, a rate of 2.18% was used.

Rationale: As prescribed by GASB for an unfunded OPEB, the discount rate was developed using 20 year municipal bond yield. The S&P Municipal Bond 20 Year High Grade Rate Index was used for this purpose.

B. HEALTHCARE TREND RATE

The healthcare trend assumption reflects healthcare cost inflation expected to impact the plan based on forecast information in published papers from industry experts (actuaries, health economists, etc.). This research, combined with the District’s historical premium rate experience, suggests a 6.75% medical cost increase for the 2021/2022 fiscal year grading down to an ultimate rate of 4.50% in the 2030/2031 fiscal year and beyond. In addition, dental and vision costs are assumed to increase at 4.50% per fiscal year.

Fiscal Year	Medical Trend
2021/2022	6.75%
2022/2023	6.50%
2023/2024	6.25%
2024/2025	6.00%
2025/2026	5.75%
2026/2027	5.50%
2027/2028	5.25%
2028/2029	5.00%
2029/2030	4.75%
2030/2031 and Beyond	4.50%

Rationale: This assumption was set using publicly available market information and expectations of future plan experience. Note, this assumption was set during a time of great uncertainty due to the COVID-19 pandemic. The June 30, 2021 measurement does not include an adjustment related to the pandemic due to the lack of credible experience of the effects of the pandemic on future claims costs as of the measurement date.

C. MORBIDITY

Based on the June 2013 Society of Actuaries Study entitled “Health Care Costs – From Birth to Death”. Pre-age 65 morbidity rates were based on the HMO and PPO costs from Chart 3.

Rationale: Due to the size of the covered population, this assumption was based on industry tables with consideration for the current demographics of the covered population. This assumption continues to be reasonable for the June 30, 2021 measurement.

ASSUMPTIONS & ACTUARIAL METHODS (CONTINUED)

D. ACTUARIAL COST METHOD

The Entry Age Normal cost method was applied for actively employed participants, where the normal cost is computed as a level annual percentage of salary from the date of hire to assumed retirement. The actuarial liability is the difference between the present value of future benefits and the present value of future normal costs. This cost method is required under GASB 75.

Rationale: GASB 75 prescribes this method.

E. SALARY SCALE

Benefits are not salary based and therefore a wage inflation assumption of 2.75% was used. This assumption is only used for the application of the actuarial cost method.

Rationale: This assumption is based on the expectation that future experience under the plan will be materially consistent with the assumptions utilized in the CalSTRS and CalPERS valuations. The specific wage inflation assumption is based on the CalPERS 2017 experience study, with consideration for the CalSTRS 2020 experience study. This assumption continues to be reasonable for the June 30, 2021 measurement.

F. MARRIAGE

Spouses were assumed where current benefit elections indicated spousal coverage. If spouse date of birth was not provided, males were assumed to be the same age as their female counterparts.

Rationale: This assumption is based on anticipated future experience under the plan. This assumption continues to be reasonable for the June 30, 2021 measurement.

G. PARTICIPATION

It is assumed that new retirees select coverage, consistent with their active election, and participate in Medicare.

Rationale: This assumption is based on anticipated future experience under the plan. This assumption continues to be reasonable for the June 30, 2021 measurement.

H. LAPSE

All participants currently electing coverage under the plan are assumed to maintain coverage in the future.

Rationale: This assumption is based on anticipated future experience under the plan. This assumption continues to be reasonable for the June 30, 2021 measurement.

I. COST CAP INCREASE

The cost cap for all groups is assumed to increase at 8.00%.

Rationale: This assumption is based on anticipated future experience under the plan. This assumption continues to be reasonable for the June 30, 2021 measurement.

ASSUMPTIONS & ACTUARIAL METHODS (CONTINUED)

J. MORTALITY RATES

Select mortality rates are listed below.

CalSTRS					CalPERS				
Age	Male		Female		Age	Male		Female	
	Active	Retired	Active	Retired		Active	Retired	Active	Retired
25	0.00012	0.00080	0.00007	0.00029	25	0.00029	0.00029	0.00011	0.00011
30	0.00017	0.00069	0.00011	0.00032	30	0.00038	0.00038	0.00015	0.00015
35	0.00023	0.00079	0.00015	0.00041	35	0.00049	0.00049	0.00027	0.00027
40	0.00032	0.00092	0.00024	0.00054	40	0.00064	0.00064	0.00037	0.00037
45	0.00052	0.00136	0.00037	0.00077	45	0.00080	0.00080	0.00054	0.00054
50	0.00085	0.00235	0.00056	0.00131	50	0.00116	0.00372	0.00079	0.00346
55	0.00132	0.00346	0.00082	0.00206	55	0.00172	0.00437	0.00120	0.00410
60	0.00203	0.00464	0.00124	0.00274	60	0.00255	0.00671	0.00166	0.00476
65	0.00335	0.00659	0.00208	0.00413	65	0.00363	0.00928	0.00233	0.00637
70	0.00546	0.01056	0.00373	0.00681	70	0.00623	0.01339	0.00388	0.00926
75	0.00829	0.01894	0.00709	0.01252	75	0.01057	0.02316	0.00623	0.01635
80	0.01639	0.03475	0.01405	0.02401	80	0.01659	0.03977	0.00939	0.03007
85	0.00000	0.06682	0.00000	0.04788	85	0.00000	0.07122	0.00000	0.05418
90	0.00000	0.12893	0.00000	0.09746	90	0.00000	0.13044	0.00000	0.10089
95	0.00000	0.22038	0.00000	0.18269	95	0.00000	0.21658	0.00000	0.17698
100	0.00000	0.32276	0.00000	0.28094	100	0.00000	0.32222	0.00000	0.28151
105	0.00000	0.42085	0.00000	0.38268	105	0.00000	0.46691	0.00000	0.43491
110	0.00000	0.49425	0.00000	0.47310	>=110	0.00000	1.00000	0.00000	1.00000
115	0.00000	0.50000	0.00000	0.50000					
>=120	0.00000	1.00000	0.00000	1.00000					

Rationale: This assumption is based on the expectation that future experience under the plan will be materially consistent with the assumptions utilized in the CalSTRS and CalPERS valuations. CalSTRS mortality rates are from the 2020 experience study and the CalPERS mortality rates are from the 2017 experience study. This assumption continues to be reasonable for the June 30, 2021 measurement.

ASSUMPTIONS & ACTUARIAL METHODS (CONTINUED)

K. RETIREMENT RATES

Select retirements per 100 employees are listed below.

CalSTRS – pre 1/1/2013 Date of Hire														
Age	Male Years of Service							Female Years of Service						
	5	10	15	20	25	30	>=31	5	10	15	20	25	30	>=31
50	0.0	0.0	0.0	0.0	0.0	6.0	4.5	0.0	0.0	0.0	0.0	0.0	6.0	4.5
55	2.0	2.5	3.0	4.0	6.0	7.5	5.5	2.0	3.0	3.5	4.5	6.0	8.5	6.5
60	4.0	5.0	6.5	8.0	11.5	28.0	20.5	4.0	5.5	7.5	9.5	15.5	30.5	23.0
65	11.0	13.0	17.0	21.0	32.0	32.5	32.5	10.0	14.5	19.0	24.5	39.0	38.0	38.0
70	10.0	11.0	14.5	18.0	27.5	25.0	25.0	9.0	13.0	17.0	21.5	36.0	30.0	30.0
75	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0

CalSTRS – post 1/1/2013 Date of Hire												
Age	Male Years of Service						Female Years of Service					
	5	10	15	20	25	>=30	5	10	15	20	25	>=30
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
55	1.5	2.0	2.5	3.0	4.0	5.0	1.5	2.5	2.5	3.5	4.0	5.0
60	3.0	4.0	5.0	6.0	7.5	9.0	3.0	4.0	5.5	7.0	10.0	12.0
65	11.0	13.0	17.0	21.0	28.0	28.0	10.0	14.5	19.0	24.5	32.5	32.5
70	10.0	11.0	14.5	18.0	24.0	24.0	9.0	13.0	17.0	21.5	30.0	30.0
75	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0

CalPERS							
Age	Years of Service						
	5	10	15	20	25	30	35
50	0.4	0.7	1.1	1.2	1.3	1.5	1.8
55	2.1	4.2	5.8	6.9	7.7	8.6	10.1
60	3.3	6.6	9.2	10.9	12.1	13.5	15.8
65	8.0	15.8	22.1	26.1	29.1	32.6	38.3
70	7.1	14.0	19.6	23.1	25.8	28.9	33.8
75	6.7	13.2	18.4	21.8	24.3	27.2	32.0
80	100.0	100.0	100.0	100.0	100.0	100.0	100.0

Rationale: This assumption is based on the expectation that future experience under the plan will be materially consistent with the assumptions utilized in the CalSTRS and CalPERS valuations. CalSTRS retirement rates are from the 2020 experience study and the CalPERS retirement rates are from the 2017 experience study. This assumption continues to be reasonable for the June 30, 2021 measurement.

ASSUMPTIONS & ACTUARIAL METHODS (CONTINUED)

L. TERMINATION RATES

Select terminations per 100 employees are listed below:

CalSTRS		
Years of Service	Male	Female
0	12.25	11.25
1	8.50	7.00
2	6.75	5.50
3	5.40	4.25
4	3.75	3.25
5	3.10	2.70
10	1.65	1.50
15	1.05	1.05
20	0.75	0.75
25	0.50	0.50
30	0.45	0.40

CalPERS			
Years of Service	Entry Ages		
	20	30	40
5	8.1	6.3	4.1
10	2.0	1.6	0.9
15	1.1	0.8	0.3
20	0.6	0.4	0.2
25	0.3	0.2	0.1
30	0.1	0.1	0.1

Rationale: This assumption is based on the expectation that future experience under the plan will be materially consistent with the assumptions utilized in the CalSTRS and CalPERS valuations. CalSTRS termination rates are from the 2020 experience study and the CalPERS termination rates are from the 2017 experience study. This assumption continues to be reasonable for the June 30, 2021 measurement.

M. ACTUARIAL VALUATION MODEL

A valuation model was used to develop the liabilities for the July 1, 2020 valuation and June 30, 2021 measurement. The valuation model relies on ProVal software, which was developed by Winklevoss Technologies, LLC. This software has been reviewed and deemed appropriate for actuarial valuations of retirement programs. We coded and reviewed this software to reflect the plan provisions, data and actuarial assumptions and methods disclosed within this report.

CHANGES IN ASSUMPTIONS SINCE THE PRIOR VALUATION

- The discount rate as of the end of the fiscal year changed from 2.66% to 2.18% based on the change in 20-year municipal bond yields.

PLAN PROVISIONS

The following summary of plan provisions represents our understanding of the Glendale Unified School District (*District*) substantive plan, which is a single-employer defined benefit OPEB plan.

Employees who retire from the District are eligible for post-employment medical, dental, and vision benefits pursuant to the provisions below.

TEACHERS

ELIGIBILITY

- Age 55 or older.
- Retire from active service with CALSTRS or CALPERS benefits and 10 or more continuous years of full-time service.
- Enrolled in one of the District's healthcare plans immediately prior to retirement.
- Benefits cease at 65.

DEPENDENT ELIGIBILITY

Yes

SURVIVOR ELIGIBILITY

None

BENEFITS

Teachers who retire from the District are eligible for post-employment medical, dental and vision coverage.

- Retirees aged 55 to 65 with at least 10 years of full-time service, who were designated as Teachers at retirement, are offered a subsidy by the District for medical coverage for the retiree and his or her dependent(s). Dental and vision coverage is subsidized by the District for the retiree only.

Effective October 1, 2010, retirements after July 1, 2010, including eligible dependents, will be subject to the following annual Blue Shield cost cap:

- In the 2010-2011 Fiscal Year, the District paid Blue Shield rates are capped at \$13,547 annually.
- In the 2011-2012 Fiscal Year, the District will cover up to 8% inflation increase over the 2010-2011 cost cap.
- In the 2012-2013 Fiscal Year, the District will cover up to 8% inflation increase over the 2011-2012 cost cap.
- In the 2013-2014 Fiscal Year, the District will cover up to 8% inflation increase over the 2012-2013 cost cap.
- In the 2014-2015 and future Fiscal Years, the District will cover up to \$14,000 annually which will increase yearly by 8%.
- In the 2015-2016 Fiscal Year, the District will cover up to 8% inflation increase over the 2014-2015 cost cap.
- In the 2016-2017 Fiscal Year, the District will cover up to 8% inflation increase over the 2015-2016 cost cap.
- In the 2017-2018 Fiscal Year, the District will cover up to 8% inflation increase over the 2016-2017 cost cap.
- In the 2018-2019 Fiscal Year, the District will cover up to 8% inflation increase over the 2017-2018 cost cap.
- In the 2019-2020 Fiscal Year, the District will cover up to 8% inflation increase over the 2018-2019 cost cap.
- In the 2020-2021 Fiscal year the District will cover up to 8% inflation increase over the 2019-2020 cost cap.

MANAGEMENT

ELIGIBILITY

- Age 55 or older.
- 9 or more years of continuous service.
- Enrolled in one of the District's healthcare plans immediately prior to retirement.
- Benefits cease at the end of the plan year when the retiree turns 65 for birthdays in October-June, or at the end of the fiscal year for birthdays in July-September.

DEPENDENT ELIGIBILITY

Yes

SURVIVOR ELIGIBILITY

None

BENEFITS

Management who retire from the District are eligible for post-employment medical, dental and vision pursuant to the provisions below:

- Retirees aged 55 to 65 with at least 9 years of service, who were designated as Management at retirement, are offered a subsidy by the District for medical coverage for the retiree and his or her dependent(s). Dental and vision coverage is subsidized by the District for the retiree only.

Effective October 1, 2010, retirements after July 1, 2010, including eligible dependents, will be subject to the following annual Blue Shield cost cap:

- In the 2010-2011 Fiscal Year, the District paid Blue Shield rates are capped at \$13,547 annually.
- In the 2011-2012 Fiscal Year, the District will cover up to 8% inflation increase over the 2010-2011 cost cap.
- In the 2012-2013 Fiscal Year, the District will cover up to 8% inflation increase over the 2011-2012 cost cap.
- In the 2013-2014 Fiscal Year, the District will cover up to 8% inflation increase over the 2012-2013 cost cap.
- In the 2014-2015 and future Fiscal Years, the District will cover up to \$14,000 annually which will increase yearly by 8%.
- In the 2015-2016 Fiscal Year, the District will cover up to 8% inflation increase over the 2014-2015 cost cap.
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- In the 2017-2018 Fiscal Year, the District will cover up to 8% inflation increase over the 2016-2017 cost cap.
- In the 2018-2019 Fiscal Year, the District will cover up to 8% inflation increase over the 2017-2018 cost cap.
- In the 2019-2020 Fiscal Year, the District will cover up to 8% inflation increase over the 2018-2019 cost cap.
- In the 2020-2021 Fiscal Year the District will cover up to 8% inflation increase over the 2019-2020 cost cap.

Special arrangements for contract employees

Select retirees receive a lifetime subsidy equal to the actual cost of his/her healthcare benefits. As of the valuation date, there is one retiree receiving this subsidy.

CLASSIFIED

ELIGIBILITY

- Age 55 or older.
- A regular employee 9 out of the last 10 years immediately prior to retirement. The last 2 years of the 10 year period must be consecutive.
- Enrolled in one of the District's healthcare plans immediately prior to retirement.
- Benefits cease at 65.

DEPENDENT ELIGIBILITY

Yes

SURVIVOR ELIGIBILITY

None

BENEFITS

Classified Staff who retire from the District are eligible for post-employment medical and dental pursuant to the provisions below:

- Retirees aged 55 to 65 with at least 9 years of service, who were designated as Classified at retirement, are offered a subsidy by the District for medical coverage for the retiree and his or her dependent. Dental coverage is subsidized by the District for the retiree only.

Effective October 1, 2010, retirements after July 1, 2010, including eligible dependents, will be subject to the following annual Blue Shield cost cap:

- In the 2010-2011 Fiscal Year, the District paid Blue Shield rates are capped at \$13,547 annually.
- In the 2011-2012 Fiscal Year, the District will cover up to 8% inflation increase over the 2010-2011 cost cap.
- In the 2012-2013 Fiscal Year, the District will cover up to 8% inflation increase over the 2011-2012 cost cap.
- In the 2013-2014 Fiscal Year, the District will cover up to 8% inflation increase over the 2012-2013 cost cap.
- In the 2014-2015 Fiscal Year, the District will cover up to the current HMO 2-party rate (\$10,940 annually).
- In the 2015-2016 Fiscal Year, the District will cover up to the current HMO 2-party rate (\$11,879 annually).
- In the 2016-2017 Fiscal Year, the District will cover up to the current HMO 2-party rate (\$13,067 annually).
- In the 2017-2018 Fiscal Year, the District will cover up to the current HMO 2-party rate (\$13,382 annually).
- In the 2018-2019 Fiscal Year, the District will cover up to the current HMO 2-party rate (\$14,044 annually).
- In the 2019-2020 Fiscal Year, the District will cover up to the current HMO 2-party rate (\$14,176 annually).
- In the 2020-2021 Fiscal Year, the District will cover up to the current HMO 2-party rate (\$15,171 annually).

CHANGES IN PLAN PROVISIONS SINCE THE PRIOR VALUATION

- None.

GLOSSARY OF TERMS

Actuarial Valuation Date

The date as of which an actuarial valuation is performed. This date may be up to 24 months prior to the measurement date and up to 30 months prior to the employer's reporting date.

Deferred Inflow of Resources

An acquisition of net assets by a government employer that is applicable to a future reporting period. In the context of GASB 75, these are experience gains on the Total OPEB Liability, assumption changes reducing the Total OPEB Liability, or investment gains that are recognized in future reporting periods.

Deferred Outflow of Resources

A consumption of net assets by a government employer that is applicable to a future reporting period. In the context of GASB 75, these are experience losses on the Total OPEB Liability, assumption changes increasing the Total OPEB Liability, or investment losses that are recognized in future reporting periods.

Entry Age Actuarial Cost Method

The actuarial cost method required for GASB 75 calculations. Under this method, the actuarial present value of the projected benefits of each individual, included in an actuarial valuation, is allocated on a level basis over the earnings of the individual between entry age and assumed exit ages. The portion of this actuarial present value allocated to a valuation year is called the Service Cost. The portion of this actuarial present value not provided for at a valuation date by the actuarial present value of future service costs is called the Total OPEB Liability.

Implicit Rate Subsidy

It is a common practice for employers to permit retired employees (and their spouses or dependents) to continue in the employer's group health insurance plan (which also covers active employees) by paying the group premium charged to active employees. This practice creates an OPEB liability based on the theory that retirees have higher utilization of health care benefits than active employees. Unless the premium rate for retirees is set to fully recover their health costs, the premium for active employees is implicitly overstated to subsidize utilization by retirees. Similarly, unless the premium rate for retirees is set to fully recover their health costs, the premium for retirees is understated. This difference creates an implicit rate subsidy.

Measurement Date

The date as of which the Total OPEB Liability and Plan Fiduciary Net Position are measured. The Total OPEB Liability may be projected from the Actuarial Valuation Date to the Measurement Date. The Measurement Date must be the same as the Reporting Date for the plan.

GLOSSARY OF TERMS (CONTINUED)

Net OPEB Liability

The liability of employers and non-employer contributing entities for benefits provided through a defined benefit OPEB plan. It is calculated as the Total OPEB Liability less the Plan Fiduciary Net Position.

Plan Fiduciary Net Position

The fair or market value of assets.

Reporting Date

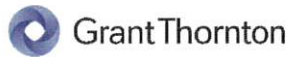
The last day of the OPEB plan or employer's fiscal year.

Service Cost

The portion of the actuarial present value of projected benefit payments that is attributed to the current period of employee service in conformity with the requirements of GASB 75. The Service Cost is the normal cost calculated under the entry age actuarial cost method.

Total OPEB Liability

The portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service in conformity with the requirements of GASB 75. The Total OPEB Liability is the actuarial liability calculated under the entry age actuarial cost method.



Glendale Unified School District Board of Education

Post-Employment Healthcare Benefits
GASB 75: FYE 2021 Valuation Results

July 13, 2021



Contents

- Executive Summary
- COVID-19 Considerations
- GASB 75
 - Valuation Results
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- Appendices
 - Statement Overview
 - Key Measures
 - Actuarial Valuation Process
 - Summary of Actuarial Assumptions
 - Hidden Cost of "Implicit Rate Subsidies"
 - Summary of Plan Provisions
 - Actuarial Certification



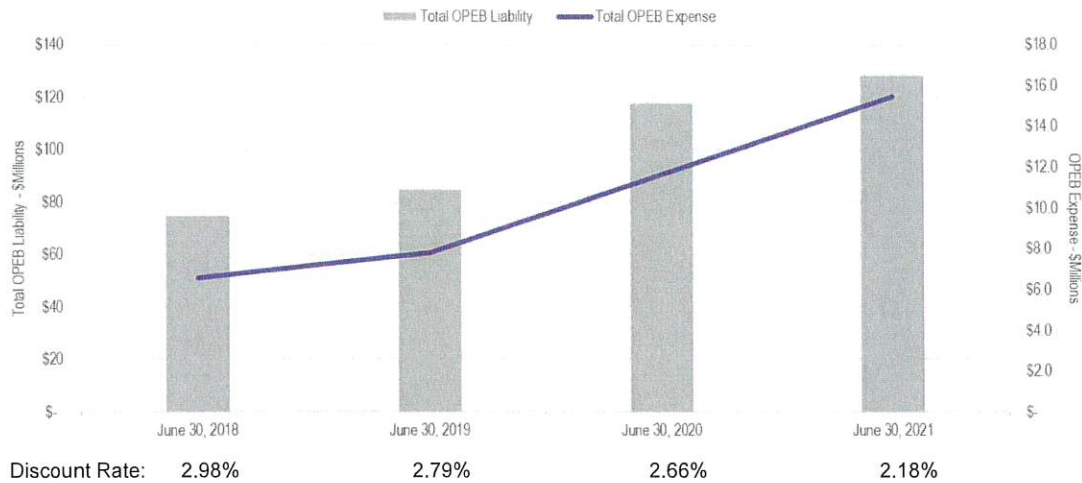
Executive Summary

- June 30, 2021 marks the end of the fourth year under GASB 75 reporting
- Glendale's obligation increased from \$117.6 million last year to \$128.3 million this year
 - This increase is driven by continued benefit accruals as well as by the discount rate experience
 - The market-based discount rate decreased from 2.66% to 2.18%
- OPEB expense increased from \$11.6 million to \$15.5 million this year
 - This increase is largely driven by the discount rate experience as of the beginning of the fiscal year, as well as additional amortizations due to the discount rate experience as of the end of the fiscal year

COVID-19 Considerations

- Fiscal Year 2020/2021 premiums were consistent with the amounts expected based on the Fiscal Year 2019/2020 information provided for the prior valuation.
 - This suggests healthcare utilization and claims costs have been consistent, and largely unaffected by the COVID-19 pandemic.
- Due to the uncertainty regarding the long-term effects of COVID, the valuation currently does not incorporate any adjustments. However, as patterns continue to emerge, this may be re-evaluated in future valuations.

GASB 75 – Valuation Results



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GASB 75 – Valuation Results

Measurement Date	June 30, 2019	June 30, 2020	June 30, 2021
Discount Rate*	2.79%	2.66%	2.18%
Total OPEB Liability			
Actives	\$75,160,967	\$109,594,399	\$117,090,680
Retirees	<u>9,675,481</u>	<u>8,026,621</u>	<u>11,199,005</u>
Total	\$84,836,448	\$117,621,020	\$128,289,685
Present Value of Future Benefits			
Actives	\$132,738,688	\$202,385,870	\$217,098,105
Retirees	<u>9,675,481</u>	<u>8,026,621</u>	<u>11,199,005</u>
Total	\$142,414,169	\$210,412,491	\$228,297,110
OPEB Expense	\$7,820,328	\$11,641,491	\$15,473,834
Headcount**			
Actives	2,036	1,998	1,998
Retirees	<u>156</u>	<u>99</u>	<u>99</u>
Total	2,192	2,097	2,097

* Based on the S&P Municipal Bond 20 Year High Grade Index.

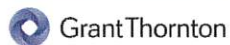
** Note: Census data as of July 1, 2020 for June 30, 2020 and June 30, 2021 measurements while census data was as of July 1, 2017 for June 30, 2019 measurement. See the FY 2020/2021 GASB 75 Actuarial Valuation Report for a full description of the census data used for the June 30, 2021 measurement.



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GASB 75 – Valuation Results

OPEB Expense	2018/2019 FY	2019/2020 FY	2020/2021 FY
Service Cost	\$4,424,141	\$4,479,472	\$6,993,436
Interest Cost	2,475,725	2,438,227	3,265,956
Expected Return on Assets	N/A	N/A	N/A
Recognition of:			
Changes of Benefit Terms	0	0	0
Differences Between Expected and Actual Experience	680,376	718,636	713,671
Differences Between Projected and Actual Earnings	0	0	0
Changes in Assumptions	<u>240,086</u>	<u>4,005,156</u>	<u>4,500,771</u>
OPEB Expense	\$7,820,328	\$11,641,491	\$15,473,834
Beginning of Year:			
Municipal Bond Rate	2.98%	2.79%	2.66%
Expected Rate of Return	N/A	N/A	N/A
Average Expected Service Lives	8.10	7.82	8.36
Estimated Benefit Payments	\$3,682,923	\$3,875,172	\$3,692,559



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GASB 75 – Discount Rate Sensitivity

Discount Rate Sensitivity	Total OPEB Liability	OPEB Expense
- 100 basis points		
\$ Difference	\$8.8M	\$1.1M
% Difference	6.9%	6.8%
+ 100 basis points		
\$ Difference	(\$8.6M)	(\$1.0M)
% Difference	(6.7%)	(6.6%)

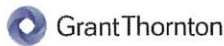


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GASB 75 - Impact of Implicit Rate Subsidy

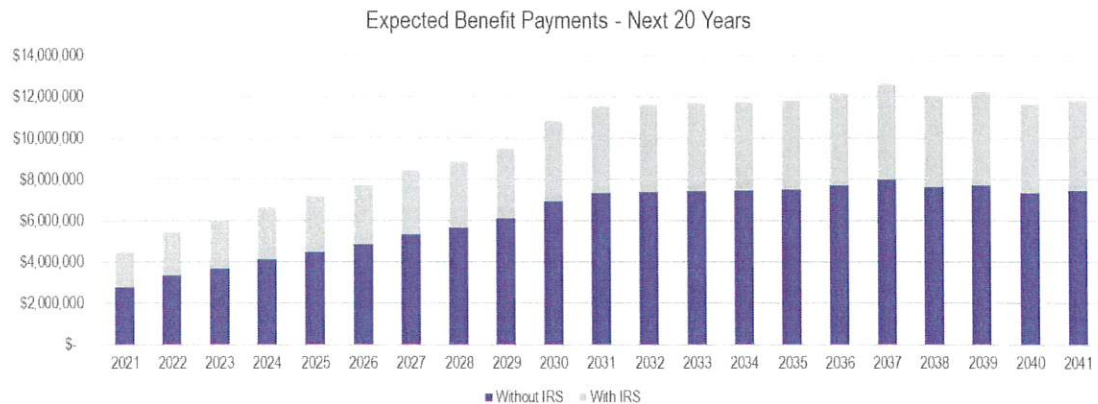
The purpose of this table is to show the liability impact of the implicit subsidy. The implicit subsidy liability is required for purposes of accounting under GASB 75, but does not represent the liability of the direct employer provided benefit. As shown below the accounting Total OPEB Liability is **\$128.3M**, while the direct employer provided benefit valuation liability would be **\$80.3M**.

Measurement Date: June 30, 2021	With Implicit Rate Subsidy	Without Implicit Rate Subsidy	Difference
Total OPEB Liability			
Actives	\$117,090,680	\$73,648,265	\$43,442,415
Retirees	<u>11,199,005</u>	<u>6,680,874</u>	<u>4,518,131</u>
Total	\$128,289,685	\$80,329,139	\$47,960,546
Present Value of Future Benefits			
Actives	\$217,098,105	\$136,897,320	\$80,200,785
Retirees	<u>11,199,005</u>	<u>6,680,874</u>	<u>4,518,131</u>
Total	\$228,297,110	\$143,578,194	\$84,718,916



GASB 75 - Impact of Implicit Rate Subsidy

The purpose of this graph is to show the difference in expected benefit payments with and without the implicit liability. The actual cash benefit payments are less than the projected benefit payments under the accounting valuation. Note: this projection is on a closed group basis (meaning no new entrants) over the next 20 year period.



Appendices

- GASB 75
 - Statement Overview
 - Key Measures
 - Actuarial Valuation Process
- Summary of Actuarial Assumptions
- The Hidden Cost of "Implicit Rate Subsidies"
 - What is an "Implicit Rate Subsidy"?
 - Medical Benefits – Premium Level vs. True Cost
- Summary of Plan Provisions
- Actuarial Certification

GASB 75 – Statement Overview

- GASB Statement 75 replaced GASB 45 effective June 30, 2018
 - GASB considers OPEB part of an employees current compensation which are recognized as benefits earned over total working service
 - OPEB includes medical, dental, vision, prescription drug, disability, and life insurance benefits provided to eligible retirees; but does *not* include pensions or early retirement incentives
- GASB 75 shifts the focus from the annual expense to the balance sheet
 - Assigns a Net OPEB Liability (NOL) to the balance sheet
 - $NOL = Total\ OPEB\ Liability - Market\ Value\ of\ Assets$ (if irrevocable trust)
 - Liability measures must be calculated using a **20-year municipal bond rate**
 - Current yields on these bonds are lower than historical valuation rates (~5.00%)
 - Liability measures must use the **Entry Age Normal** ("EAN") cost method
- GASB 75 reports an "OPEB Expense" in the financial statement
 - Similar to GASB 67/68 pension expense and private plan OPEB expense
 - Recognizes changes in liability with limited deferrals of gains/losses
 - Gains/losses amortized over average expected service lives of *all* participants

GASB 75 – Key Measures

Present Value of Future Benefits (pvFB)

- Total projected costs to finance all future benefits based upon members' **past and future service**

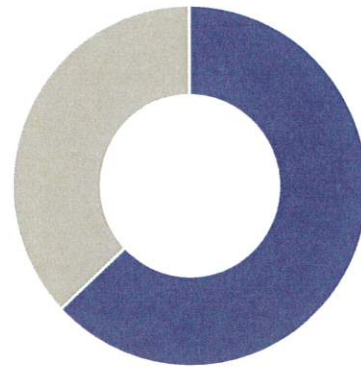
Total OPEB Liability (TOL) – past service

- Portion of the pvFB earned (or accrued) based on members' service as of valuation date

Service Cost (SC) – current service

- Portion of the pvFB attributable to additional benefits earned during the year and increased eligibility

Present Value of Future Benefits



■ Total OPEB Liability ■ Future Service Cost

GASB 75 - Actuarial Valuation Process

- Identify OPEB plans and criteria for receiving benefits
 - Benefits promised and eligibility conditions
- Obtain demographic information for current retirees, future retirees, spouses and/or dependents
- Select appropriate actuarial and economic assumptions
- Project future expected cash flows
 - pay-as-you-go costs = net employer benefit payments or premiums
 - however, must reflect age-adjusted premiums to reflect the "true" cost
- Discount expected payments to yield actuarial present value of future benefits
- Allocate present values to the appropriate time period of employment
- Develop GASB 75 measures and financial statement items

Summary of Actuarial Assumptions

Assumption	Measurement Date: June 30, 2021	Rationale
Discount Rate	2.18% as of June 30, 2021	Based on the S&P Municipal Bond 20 Year High Grade Index.
Medical Trend	6.75% for the 2021/2020 fiscal year, grading down by 25 basis points to 4.50% in 2030 and beyond.	Based on papers from industry experts (actuaries, health economists, etc.) and historical premium experience. No adjustment related to COVID-19 pandemic due to lack of credible experience.
Dental & Vision Trend	4.50% for all future years	Based on papers from industry experts (actuaries, health economist, etc.) and historical premiums experience.
Morbidity (Age-Adjusted Claims Costs)	June 2013 Society of Actuaries Study entitled "Health Care Costs – From Birth to Death"	Due to the size of the covered population, this assumption was based on industry tables with consideration for current demographics of the covered population.
Mortality, Termination, & Retirement Rates	Experience studies performed for CalPERS and CalSTRS	Based on the expectation that future experience under the plan will be materiality consistent with the assumptions utilized by the retirement systems CalPERS and CalSTRS.
Future Retiree Elections	Coverage consistent with active election	Based on anticipated future experience under the plan.

See the FY 2020/2021 GASB 75 Actuarial Valuation Report for a full description of the assumptions and methods.



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The Hidden Cost of “Implicit Rate Subsidies” What is an “Implicit Rate Subsidy”?

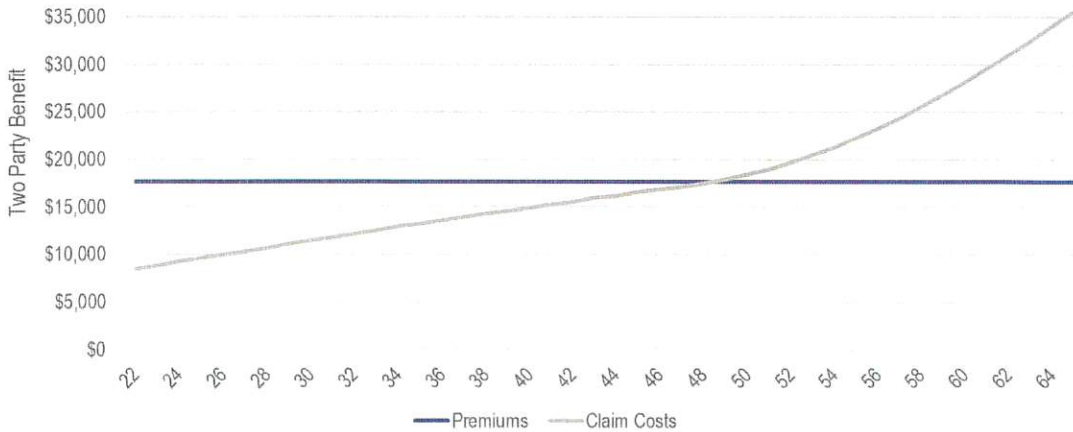
- When active and retiree healthcare claims are pooled, it is recognized that younger individuals (actives) generally consume less medical costs, and older individuals (retirees) generally incur higher medical costs
- The result – an “average” medical premium cost which somewhat overstates the medical cost of current employees (actives) and somewhat understates the medical cost of retirees – **the younger tend to subsidize the older**
- Thus, **even “retiree pay all” plans may actually have a hidden subsidy**, the “implicit rate subsidy”, as retirees are actually paying less than the full cost of coverage
- The average (blended) premium plus retiree contributions may not cover the true underlying cost of retiree benefits
- Therefore, the plan sponsor’s share of OPEB costs to retirees must include the underpayment by which retiree costs are subsidized through higher costs on behalf of active employees



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The Hidden Cost of Implicit Rate Subsidies

Example – Medical Benefits – Premium Level vs. "True" Cost *



* Chart reflects sample data for discussion purposes only.



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Summary of Plan Provisions

	Teachers	Management	Classified
Eligibility	Retiree ages 55-65 10 years of service	Retiree ages 55-65 9 years of service	Retiree ages 55-65 9 years of service
Benefits*	Medical coverage subsidy for retiree and dependents. Dental and vision subsidy for retiree only.	Medical coverage subsidy for retiree and dependents. Dental and vision subsidy for retiree only.	Medical coverage subsidy for retiree and dependents. Dental coverage subsidy for retiree only.

*Effective October 1, 2010, retirements **after** July 1, 2010, including eligible dependents, subject to annual "cost cap" (retirees on July 1, 2010 are not subject to the cost cap):

- In the 2010-2011 Fiscal Year, Glendale subsidized the Blue Shield rates up to \$13,547
- In the 2011-2014 Fiscal Years, Glendale covered up to an 8% inflation increase over the prior year
- In the 2014-2015 Fiscal Year, Glendale reset the cost cap to \$14,000 for Teachers/Management and \$10,940 for Classified participants, which will increase up to an 8% annually, consistent with the active employees
- The cap for the 2015-2016 Fiscal Year was \$15,120 for Teachers/Management and \$11,879 for Classified
- The cap for the 2016-2017 Fiscal Year was \$16,330 for Teachers/Management and \$13,067 for Classified
- The cap for the 2017-2018 Fiscal Year was \$17,636 for Teachers/Management and \$13,382 for Classified
- The cap for the 2018-2019 Fiscal Year was \$19,047 for Teachers/Management and \$14,044 for Classified
- The cap for the 2019-2020 Fiscal Year was \$20,571 for Teachers/Management and \$14,176 for Classified
- The cap for the 2020-2021 Fiscal Year was \$22,217 for Teachers/Management and \$15,171 for Classified

See the FY 2020/2021 GASB 75 Actuarial Valuation Report for a full description of plan provisions.



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Actuarial Certification

Glendale Unified School District (District) retained Grant Thornton to perform a valuation of its post-employment healthcare benefits plan for the purpose of determining its annual cost and disclosures in accordance with GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (GASB 75).

The consulting actuaries are members of the Society of Actuaries and other professional actuarial organizations and meet the "Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States" relating to other postretirement benefits plans.

In preparing the results presented in this document, we have relied upon information provided to us regarding plan provisions, plan participants, and plan assets. We have reviewed this information for overall reasonableness and consistency but have neither audited nor independently verified this information. The accuracy of the results presented in this report is dependent upon the accuracy and completeness of the underlying information.

Where reasonable, the actuarial assumptions and the accounting policies and methods employed in the development of the post-employment healthcare cost have been selected by the District. Refer to the June 30, 2021 actuarial valuation report for a full description of the data, plan provisions, methods and assumptions.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices. In our opinion, the actuarial assumptions and methods represent reasonable expectations of anticipated plan experience. To fulfill the applicable accounting requirements, each actuarial assumption should be management's "best estimate solely with respect to that individual assumption."

A valuation model was used to develop the liabilities as of the measurement date. The valuation model relies on ProVal software, which was developed by Winklevoss Technologies, LLC. This software has been reviewed and deemed appropriate for actuarial valuations of retirement programs. We coded and reviewed this software to reflect the plan provisions, data and actuarial assumptions and methods disclosed within this report.

The information contained in this document was prepared for the internal use of the District and its auditors in connection with the actuarial valuation of the post-employment healthcare plan. It is neither intended nor necessarily suitable for other purposes. The District may also distribute this document to parties which have a legal right to require the District to provide them with this document, in which case they will provide this document in its entirety including all assumptions, caveats, and limitations.

Andrew Etheridge, FSA, FCA, EA, MAAA

Andrea Martinelli, ASA



GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 9

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Jennifer C. Gonzales, Director, Nutrition Services

SUBJECT: **Acceptance of the 2020 Equipment Assistance Grant for Balboa and R.D. White Elementary Schools**

The Superintendent recommends that the Board of Education accept the 2020 Equipment Assistance Grant award in the amount of \$99,939 for Balboa and R.D. White Elementary schools serving lines.

Glendale Unified School District's Nutrition Services Department was recently awarded the 2020 National School Lunch Program Equipment Assistance Grant for \$99,939. This is the fourth year the District has received this grant. The District received \$100,000 in 2017 to replace the serving lines at Columbus and Muir elementary schools, \$82,757 in 2018 to replace the serving lines at Marshall and Jefferson elementary schools, and \$86,914 in 2019 to replace the serving lines and mobile carts at Roosevelt middle school.

These funds will allow us to purchase equipment to serve healthier meals that meet the updated meal patterns, with emphasis on serving more fruits and vegetables in school meals, including items purchased locally, improving food safety, and expanding access.

The grant funds will be used to purchase the following pieces of equipment:

Site	Equipment Awarded	Unit Cost	Number Requested	Amount Awarded
Balboa Elementary	Serving Line: Cold Food Counter	\$14,579.00	1	\$14,579.00
Balboa Elementary	Serving Line: Hot Food Counter	\$12,362.00	1	\$12,362.00
Balboa Elementary	Serving Line: Cold Food Counter	\$14,601.00	1	\$14,601.00
Balboa Elementary	Serving Line: Utility Counter	\$7,296.00	1	\$7,296.00

R. D. White Elementary	Serving Line: Cold Food Counter	\$14,488.00	2	\$28,976.00
R. D. White Elementary	Serving Line: Hot Food Counter	\$15,142.00	1	\$15,142.00
R. D. White Elementary	Serving Line: Utility Counter	\$6,983.00	1	\$6,983.00
Total				\$99,939.00

TO SUPPORT 2020-2021 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 13, 2021

CONSENT CALENDAR NO. 10

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Memorandum of Understanding (MOU) with the Glendale Family
YMCA for Use of Facilities**

The 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 Daily Continuation High School and use of Administration Parking lot by the Glendale YMCA.

The attached MOU will provide physical education opportunities for students attending Daily Continuation High School. It will also allow the Glendale YMCA to use the Administration parking lot after work hours during the week and on Saturdays. The term of this MOU is from July 1, 2021 through June 30, 2022, and there is no cost to either party.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

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 to utilize the main gym, weight and cardio room areas for school days of the 2021-2022 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, 2021 through June 30, 2022**. This MOU is subject to cancellation on thirty (30) calendar 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:

Memorandum of Understanding (YMCA of Glendale and the Glendale Unified School District) Page 2

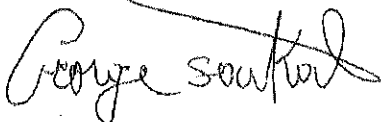
District: Glendale Unified School District
Attn: Stephen
Dickinson 223 N.
Jackson Street
Glendale, CA 91206

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 superceded 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



President & CEO

Date: 6-22-2021

For the Glendale Unified School District

Chief Business & Financial Officer

Date

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 11

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Agreement with the Glendale Family YMCA for Use of Facilities**

The Superintendent recommends that the Board of Education approve an agreement with the Glendale Family YMCA for use of facilities in conjunction with the Special Education Transition Program for 2021-22 school year.

In order to provide physical education opportunities for students in the Special Education Transition (FACTS) Program, the District has contracted with the Glendale Family YMCA for use of facilities. The cost associated with the District's use of YMCA facilities for the FACTS program during 2021-22 is \$1,600.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

**Use of Facilities Agreement
Incorporating a
Release, Waiver of Liability, and Indemnity Agreement**

This use of facilities agreement is between the YMCA of Glendale and GUSD Transition Program (FACTS), hereinafter respectively called the YMCA and the user. The agreement provides for approved areas of YMCA of Glendale according to the schedule for 2021-2022 School Year, at \$1,600.00.

IN CONSIDERATION of being permitted to utilize the Gym, Fitness areas of the YMCA for School Year 2020-2021 – Monday-Friday, and FOR PAYMENT of the above cited use fees, the user, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the user, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the user, whether caused by the negligence of the releasees or otherwise while the user or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.
2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releasees.
3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releasees,

THE USER further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) The user shall not violate any city, county, or state law in or about the said premises.
- (b) The user shall not assign this agreement without written consent of the YMCA.
- (c) The user shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.
- (d) The user shall name the YMCA as an additional insured on its general liability policy with annual verification and notice of cancellation
- (e) This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- (f) This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

Agreement will commence once signed and section (c) and (d) on this page has been provided.

GEORGE SAIKALI
PRINT NAME TITLE
George Saikali
SIGNATURE
06-22-2021
DATE SIGNED

Stephen Dickinson CB&FO
PRINT NAME TITLE

SIGNATURE

DATE SIGNED

YMCA OF GLENDALE
Business Name

Glendale Unified School District
Business Name

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 12

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business & Financial Officer

SUBJECT: **Approval of Memorandum of Understanding with the Verdugo Woodlands Dad's Club**

The 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 18, 2021 through June 13, 2022.

The Verdugo Woodlands Elementary School does not have sufficient facilities on campus for the instrumental music program; therefore, the District has entered into a Memorandum of Understanding with the Verdugo Woodlands Dad's Club for use of their facilities from August 18, 2021 through June 13, 2022. The cost of these services is \$30.00 an hour not to exceed \$9,120.00 for schooldays during the period of August 18, 2021 and June 13, 2022 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 2020-2021 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 parent and family engagement opportunities.

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 18, 2021** through **June 13, 2022**. 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 18, 2021 and June 13, 2022.**
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 13, 2021

CONSENT CALENDAR NO. 13

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator, Planning, Development and Facilities

SUBJECT: **Approval of Agreement with AbilityFirst of Southern California for Use of School Facilities**

The Superintendent recommends that the Board of Education approve the agreement with AbilityFirst of Southern California for the use of District facilities for the operation of an extended day care recreational program for 2021-22 (formerly operated by Easter Seals of Southern California).

Since June 10, 2013, AbilityFirst (Formerly Easter Seals of Southern California) has operated extended day care services at the College View School and is now relocated to Pacific Avenue Education Center (PAEC).

This Agreement reflects the continued operation of the AbilityFirst extended day care program at Pacific Avenue Education Center (PAEC). The term of the agreement is from August 2, 2021, through August 1, 2022.

As outlined in the agreement, AbilityFirst of Southern California will provide the District with required liability insurance and hold harmless and indemnification certificates.

TO SUPPORT 2020-2021 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.

AGREEMENT FOR THE USE OF SCHOOL PROPERTY

BETWEEN THE

GLENDALE UNIFIED SCHOOL DISTRICT

AND THE

ABILITYFIRST

GOVERNING THE OPERATION OF EXTENDED DAY CARE RECREATIONAL PROGRAM AND THE RENTAL AND USE OF FACILITIES FOR SUCH PROGRAM.

THIS AGREEMENT made and entered into this second day of August 2021, by and between the GLENDALE UNIFIED SCHOOL DISTRICT, hereinafter referred to as the District and the ABILITYFIRST, hereinafter referred to as the AF.

WITNESSETH:

WHEREAS, pursuant to the California Education Code, and Board Policy of the District, provision is made for the use of buildings and facilities of public school districts for educational purposes in the public interest, and

WHEREAS, the AF desires to conduct such extended day care program in the public interest on a non-profit basis, and

WHEREAS, such a program will not result in costs to the District,

NOW, THEREFORE, the District and the AF agree as follows:

The District does hereby approve AF use of certain classrooms at Pacific Avenue Education Center (PAEC) as set forth in Schedule "A" to be attached hereto and be made a part of this Agreement for the term hereafter specified. The AF shall use the granted premises only for the purpose of conducting an Infinite Potential After School Program Monday through Friday, 3:00 p.m. to 6:00 p.m. for severely handicapped children who attend special education programs operated by member districts (Glendale, Burbank, and La Canada) of the Foothill Special Education Consortium and children who are also clients of the California Regional Center Services Program. The AF acts as a program vendor for the Lanterman Regional Center Services and operates according to their formula of fee for service according to the needs of each child. There is no tuition charge or other fee to the clients served. No use shall be inconsistent with use of the property by the District for school purposes. This Agreement is not intended and should not be construed as offering a monopoly for the benefit of any person or organization.

I. SCHEDULE OF CHARGES AND BILLING PROCEDURES

A schedule of charges for the use of the facilities owned by the District and used by the AF is established as follows:

The charge for the use of each classroom shall be \$15.00 per day for a maximum of 3 hours, and \$45.00 per day for a maximum of 9 hours, and \$50.00 per day for a maximum of 10 hours. The charge for the use of the pool is included within the classroom rental fee. Additional charges will be assessed for additional uses.

The use of non-consumable supplies and materials, audio-visual aids and equipment shall be arranged with the site administrator.

The charges outlined above generally represent sufficient use fees to cover the costs of facility utilization, including rest rooms, non-consumable materials and supplies, utilities and custodial/maintenance supplies and salaries.

At the District established dates for billing, the District will send an invoice to AF itemizing the facilities costs to be paid to the District. Such invoice shall be paid to the District by AF within thirty (30) days of receiving the invoice.

Special Note: All fees subject to change within 45 days of notice.

II. AF'S RESPONSIBILITIES

The AF shall be solely responsible for determining and administering the program offered by it pursuant to this Agreement.

AF shall be responsible for ensuring that a certified lifeguard is in the pool at all times of use, and an AF staff member is also on the pool deck to monitor all the activities associated with the pool use.

All persons employed by the AF shall be selected and hired solely by the AF, shall be contractors with the AF exclusively and shall be subject solely to its direction, control, compensation and discharge. The AF shall bear all liabilities and expenses imposed by law or contract incident to such employment including, but not limited to, workers' compensation insurance.

III. INSURANCE REQUIREMENTS

The District will accept the AF's liability insurance carrier's policy as meeting District requirements. It must be for one million dollars (\$1,000,000) and name Glendale Unified School District as additional insured on the certificate of insurance and on a separate specific endorsement. The District must have the Certificate of Liability coverage and endorsement on file prior to the start of the program.

IV. INSPECTION OF PREMISES

The parties agree that there shall be a pre-inspection and post-inspection of the premises to be conducted by representatives of the District and the AF. The purpose of the pre-inspection is to determine the items of personal property on the premises and their condition, and the purpose of the post-inspection is to determine if all items of personal property have been returned and what repairs or replacements, if any, need to be made by the AF. Theft or vandalism, which occurs other than during the hours of use by the AF, shall not be the responsibility of the AF. Repairs and maintenance required, due to normal wear and tear from school usage, shall not be the responsibility of the AF.

V. ASSIGNMENT OF AGREEMENT

The AF shall not assign its rights or privileges under this Agreement, or any interest therein and shall not attempt to confer any of its privileges or entity (students, agents and employees of the AF excepted) to occupy or use the premises or any portion thereof, without the written consent of the District first having been obtained; and such a consent shall not be deemed to be a consent to any subsequent grant of privilege. Any unauthorized grant of privilege by the AF shall be void and shall, at District's option, terminate the rights and privileges of the AF under this Agreement. This grant of use shall not, nor shall any interest therein be assignable as an interest of the AF by operation of law or otherwise, without the written consent of the District.

VI. INDEMNIFICATION AND HOLD HARMLESS CLAUSES

The AF agrees to and does hereby indemnify and hold harmless the District, its officers, agents and employees, with respect to any liability or claim of liability arising out of the use of said property.

The AF, at its own expense, cost and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its officers, agents or employees on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Note: A Hold Harmless and Indemnification Agreement shall be completed, signed and submitted to the Glendale Unified School District prior to the start of the program (attached).

VII. TERM OF AGREEMENT

The term of the agreement is from *August 2, 2021, through August 1, 2022.*

VIII. MISCELLANEOUS PROVISIONS

It is mutually agreed that the District has absolutely no authority of any kind concerning any matter, cause or thing whatsoever in connection with the AF that has not been specified in this Agreement. Nothing contained in this Agreement shall be construed as constituting the AF as a partner, employee or agent of the District.

Changes to this Agreement may be made by mutual written agreement of official representatives of the District and the AF.

IX. NOTICES

All notices given by the District to the AF or by the AF to the District under this Agreement shall be in writing and either delivered in person or by mail to the following addresses:

(a) Notices to the District:

GLENDALE UNIFIED SCHOOL DISTRICT
c/o Facility & Support Operations - FUP
333 Magnolia Avenue
Glendale, California 91204

(b) Notices to the AbilityFirst:

ABILITYFIRST
1300 East Green Street
Pasadena, CA 91106

GLENDALE UNIFIED SCHOOL DISTRICT

By _____
Stephen Dickinson
Chief Business and Financial Officer

Date of Board Approval

ABILITYFIRST

By _____

Title: _____

Date: _____

SCHEDULE A

School Site

Pacific Avenue Education Center (PAEC)

Room 8, Multipurpose Room and outdoor space for an after school program generally Monday through Friday, 3:00 p.m. to 6:00 p.m., on certain dates from 1:00-6:00 p.m., or 8:00 a.m. to 6:00 p.m. for children with developmental disabilities. Limited to a maximum of 25 participants.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 14

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator, Planning, Development and Facilities

SUBJECT: **Agreement with FilmL.A., Inc.**

The Superintendent recommends that the Board of Education approve a one-year extension of the agreement between Glendale Unified School District and FilmL.A., Inc.

The term of the agreement is from August 1, 2021 through August 1, 2022. This non-profit organization has worked with the District for the past ten years to explore new revenue models to promote film friendly campuses and support educational and extracurricular programs. In 2020-21, due to the COVID pandemic and the guidelines of the Los Angeles County Public Health Department, GUSD facilities remained closed to all normal facility use requests.

The extension of the contract with FilmL.A., Inc., will allow the opportunity to generate further revenue using District facilities for future filming locations.

The fee structure for services provided will remain at 16% of all use fees, and no commission is taken from personnel fees that are collected for custodial or security.

TO SUPPORT 2020-2021 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 AGREEMENT
Instructional Services: FilmL.A., Inc.**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “**Agreement**”) is made and entered into as of the effective date indicated below, by and between the GLENDALE UNIFIEDSCHOOL DISTRICT (the “**District**”) and the following entity or individual:

Manager

FilmL.A., Inc.

Address

6255 W. Sunset Blvd., 12th Floor, Hollywood, CA 90028

Contact Name

Telephone No.

Fax No.

E-mail address

Paul Audley 213-977-8600

213-977-8610

PAudley@filmla.com

Hereinafter, “**Manager.**”

Manager, in consideration of the covenants, conditions and agreements herein contained, does hereby agree to furnish labor, materials and equipment and all other things necessary to perform the services described in the Scope of Services contained in Exhibit A hereto (the “**Services**”).

Services: The Services can generally be described as providing film management services, further detailed in Exhibit A (Scope of Services).

Agreement Parts: Manager will provide the Services, and otherwise perform, in accordance with the terms of this Agreement. This Agreement consists of this cover page together with all of the following documents, each of which is, by this reference, incorporated into and made a part of this Agreement:

Exhibit A - Scope of Services, consisting of 4 pages;

Exhibit B - Fee and Payment Schedule, consisting of 2 pages;

Exhibit C - Terms and Conditions, consisting of 6 pages;

Exhibit D - Insurance Requirements, (Optional Provided by District);

Attachment 1 – List of District Properties , consisting of 1 page

Attachment 2 - Form of Production License, consisting of 13 pages.

Attachment 3 – Use of School Facilities Additional Use Fees, consisting of 2 pages.

Agreement Term: The term of the agreement is from August 1, 2021 through August 1, 2022 with Three (3) One Year Option Periods. We are exercising the second option, leaving one (1) option remaining.

Agreement Amount: The total amount of the District’s financial obligation under this Agreement is 16% per the fee schedule in Exhibit B Section 1.1.of the use fees collected by the Manager.

This Agreement shall be effective as of the date it is signed by an authorized representative of the District. This Agreement is not valid and no payment is authorized hereunder until this Agreement is so signed.

MANAGER		THE DISTRICT
<i>Legal Form (i.e., corporation, partnership, dba, etc.)</i> California Corporation		<i>Legal Form (i.e. School District)</i> Glendale Unified School District
<i>Authorized Signature</i>	<i>Date</i>	<i>Authorized Signature</i>
Paul Audley, President		<i>Name and Title</i> Stephen Dickinson, Chief Business and Financial Officer
<i>Fed. Tax ID No</i> 95-4531774		<i>Date</i>

Exhibit A Scope of Services

1. Scope

- 1.1 The District is the owner of multiple schools and other properties within the Los Angeles County area, each “**District Property**” and collectively the “**District Properties**” described in Attachment 1 attached hereto and made a part hereof. District reserves the right at any time, and from time to time, to add properties to and remove properties from the list of District Properties. As of the date of this Agreement, there are no excluded properties.
- 1.2 Manager’s business includes licensing, leasing and otherwise providing various “locations” to the entertainment industry for the filming of motion pictures, television shows and related activities known as “**Production Events**”, and the negotiating, coordinating and monitoring of contracts for such Production Events including the area of Los Angeles, California. For the purposes of this Agreement, the term Production Events does not include productions that fall within the record keeping requirements of 18 U.S.C. § 2257. Manager represents and warrants that it is experienced in and has all requisite qualifications for the negotiation of contracts with production companies (as applicable, a “**Producer**”) and for the coordination and monitoring of Production Events at sites owned and controlled by government, quasi-governmental and private entities similar in nature to District Properties.
- 1.3. District desires to engage Manager to negotiate and coordinate licenses (collectively “**Production Licenses**”) with Producers and other entities seeking to engage in Production Events at or about the District Properties (inclusive of related parking areas). Manager desires to accept such engagement to negotiate and coordinate such Production Licenses with Producers and other entities seeking to perform a Production Event at or about the District Properties on the terms and subject to the conditions set forth herein.

2. Management Services: District hereby engages Manager to perform Management Services for the District Properties on the terms and subject to the conditions set forth herein. Manager shall devote such time as is reasonably necessary in good faith to properly fulfill its duties and obligations under this Agreement.

During the Term, Manager and its employees shall perform the following services (collectively the “**Management Services**”), as exclusive agent for the District with respect to the District Properties:

- 2.1. Negotiating, coordinating and facilitating the execution of Production licenses, in such form as set forth on Attachment 2, at such rates and on such terms approved by the District, for the District Properties pursuant to the operating standards set forth herein, and reserving to District the right to pre-approve all forms of contracts, exhibits and other documents utilized in connection with Production Events at the District Properties. The term Production License may include licenses by Producers solely for the use of the District Properties’ parking areas for the parking of Production Event-related vehicles, during normal business hours and on the weekends, subject to any existing leases, licenses, or prior written commitments for such parking areas. Providing District with information about the applicant

- Production Company and production plans, story, and activities to take place on or near District property prior to District approval of any Production license.
- 2.2. Collecting Gross Revenues and sums due the District hereunder and collaborating with District in securing the enforcement of the material terms of all Production Licenses and other contracts with any and all of the Producers.
 - 2.3. Providing additional accounting services including preparing detailed reports, administering production event reconciliation including damage and allocation and separation of fees generated to various District accounts, and remitting balance to the District on a monthly basis.
 - 2.4. Processing and refunding security deposits to production companies.
 - 2.5. Compiling, updating and distributing a "Film Friendly Schools List" as noted on LocoScout® which will include the District Properties.
 - 2.6. Collecting and verifying proof of insurance from each applicant and endorsements, identifying the Glendale Unified School District as a named additional insured".
 - 2.7. Performing outreach activities to all stakeholders including providing appropriate information, attending meetings, speaking to principals, District business managers, parents, community members, District Superintendent's Office, location and entertainment industry professionals.
 - 2.8. Ensuring that the District Properties are used by the Production Companies in compliance with all applicable laws, ordinances and regulations and in compliance in all respects with all applicable contractual requirements affecting the District Properties of which Manager has notice and control. Upon the termination of each Production License, Manager shall, pursuant to the terms of the Production Licenses, require the Producers to surrender the District Property in as good or better condition as it was immediately prior to the Production Event, including (i) the repair of any damage to the District Property due to the Production Event, such repair to be done in a good workmanlike manner and in compliance with all applicable laws and regulations and District established rules, regulations and standards, including the reasonable satisfaction of District's management and (ii) the removal of all material, equipment, structures, trash and waste generated or brought onto the District Property by a Producer. To the extent any Producer fails to surrender the District Property in the condition as described in the preceding sentence, Manager shall use its best efforts and fully cooperate with District in enforcing the terms of the Production Licenses against the Producers.
 - 2.9. Handling problem resolutions on behalf of District, including, but not limited to, maintaining and manning a FilmL.A. Staffed 24-hour phone number, facilitating communications between production companies and school sites, billing and collecting issues, and visiting school sites as needed
 - 2.10. Generating, delivering, and administering Production Event reconciliations to District on a monthly or otherwise agreed basis.
 - 2.11. Coordinating with Controller or Director of Planning and Development and the Site Administrator or Principal prior to, and during, each Production Event or at any other

- time, Manager may wish to enter upon any of the District Properties. Manager shall ensure such entrances on to any District Property (i) shall be performed in a reasonable manner by the Producers or any other person or entity connected with any Production Event or the marketing thereof so as to reduce, to the greatest extent practicable, any interference with District school personnel or students and (ii) shall be approved in advance by the Controller or Director of Planning and Development and principal of the applicable District Property or the authorized District site administrator, which approval shall be granted or withheld at the District's sole discretion. In conjunction with such coordination, Manager shall check-in, and shall cause the Producers or any other person or entity connected with any Production Event or the marketing thereof to check-in, with such District Property's administrative office prior to entry on to any of the District Properties.
- 2.12. Marketing the District Properties to the entertainment industry for use as filming locations and for use as a parking and staging location for film companies. Manager shall use commercially reasonable marketing efforts and shall diligently investigate all offers and inquiries regarding production events at the District Properties.
 - 2.14. Negotiating, coordinating, and marketing of Production Events at the District Properties, specifically including, but not limited to, providing advice for the establishment, with District approval, of pricing policies for Production Events at the District Properties.
 - 2.15. Implementing (or causing to be implemented) marketing, promotion and advertising plans, and as well as plans for the collection/utilization of supporting demographic data associated with District.

3. Reports

- 3.1. Production Events Report. Manager shall timely create and maintain a database and deliver reports detailing each previous month's Production Events, and (i) their respective locations, (ii) fees (collected and receivable) generated thereby, setting forth (A) the amount to be allocated to each District Property and (B) the amount to be allocated to the District, and (C) the amounts to be allocated to any prescribed District accounts, (iii) District Property usage and personnel fees, and (iv) calculation of the Management Fee.
- 3.2. Other Reports. Manager shall timely prepare and deliver such other reports as District shall from time to time request in connection with the negotiation, coordination, operation and/or monitoring of Production Events at the District Properties.

4. Accounting: Manager shall collect all Gross Revenues and all sums otherwise due the District with respect to Production Events at the District Properties. During the Term of this Agreement, on the last day of the month following the month in which the revenue (on an accrual basis). was generated, Manager shall retain the Management Fee for the prior month and remit the balance of the Gross Revenues (as determined in conformity with this Agreement and the calculations set forth in the Production Event Report for such prior month) to the District.

5. Books and Records: In addition to the reports due pursuant to this Agreement, Manager shall keep full and adequate books of account and such other records reflecting the Production Licenses for the District Properties, showing accurately and completely all Gross Revenues

generated in connection with all Production Licenses and Production Events at all of the District Properties. Manager's books and records shall correspond with the District's fiscal year of July 1 to June 30. Manager shall preserve all such books and records for at least three (3) years from the close of the calendar year to which they relate. Such books and records shall be kept in accordance with generally accepted accounting principles consistently applied. Such books and records shall be kept at the office of Manager. The District and Manager agree that the District and its agents shall be allowed to inspect the books and records pertaining to the Production Licenses, Production Events, or District Properties during normal business hours and upon fourteen (14) days prior written notice to Manager. Within three (3) years after the close of each calendar year, District shall have the right to cause its independent public accountants to review Manager's determination of Gross Revenues for such calendar year (the "Annual Revenues"). In the event that the District's accountants propose an adjustment to the Annual Revenues, the District and Manager shall attempt to amicably resolve any such proposals within thirty (30) days. If the parties cannot resolve their differences within said period, the parties shall submit the dispute to a mutually agreeable independent accounting firm mutually selected by the parties to determine the actual Annual Revenues. If the parties cannot agree upon an independent accounting firm, then each party shall appoint an independent accountant and the two independent accounts shall appoint a mutually agreed (as between the independent accounts) independent accounting firm which will determine the Annual Revenues. The decision of such firm shall be binding on the parties and the costs of such firm shall be equally split between the parties. Manager shall deduct from the next payment(s) of Management Fees due and payable under this Agreement any excess fees which it received as a result of any adjustment made hereunder. If the adjustment to the Annual Revenues exceeds three percent (3.0%), Manager shall pay for the reasonable costs of the District's accountant.

6. Representations, Warranties, and Responsibilities:

6.1. District represents and warrants to Manager the following:

- 6.1.1. District is the owner of, or has sole control over the District Properties.
- 6.1.2. District is a School District organized under the Constitution and the laws of the State of California.
- 6.1.3. District has full power and authority to enter into and perform in accordance with the terms and provisions of this Agreement.
- 6.1.4. To Districts actual knowledge (which shall mean the actual knowledge of the Assistant Superintendent, Business Services, without duty of investigation), this Agreement will not result in any breach of the terms or conditions of, or constitute a default under, any agreement or instrument under which District is a party or is obligated.

6.2. Manager represents and warrants to the District the following:

- 6.2.1. Manager is a California nonprofit public benefit corporation, validly existing and in good standing in the State of California.
- 6.2.2. Manager has full power and authority to enter into and perform in accordance with the terms and provisions of this Agreement.

6.2.3. To the best of Manager's knowledge, this Agreement will not result in any breach of the terms or conditions of, or constitute a default under any agreement or instrument under which Manager is a party or is obligated.

Exhibit B
Fee and Payment Schedule

District agrees to pay for the services and materials to be furnished by Manager as provided by this Agreement. Payment in arrears shall be made upon Manager's completion of services required by this Agreement to the satisfaction of the District and upon Manager's submission of billings as shall be prescribed by District and shall be included as part of the 16% commission.

1. Management Fee and Expenses:

- 1.1. Each month during the Term of this Agreement, Manager shall be entitled to a fee of sixteen-percent (16%) of the Use Fees earned by District from Production Events contracted through the efforts of Manager, (the "**Management Fee**"), for the negotiation of Production License and the coordination and monitoring of Production Events at the District Properties from and after the Effective Date. The Management Fee shall be based on the District's Filming Use Fees as follows and does not include any Custodial or District Employee Rates:

FEE INFORMATION

Deposit: \$500.00 per day to be returned less deductions for overtime charges, custodial charges and damages.

FILMING

Regular filming:

Use Fee: \$3,000 for 15 hours
Overtime Use Fee: \$55 hour

Student Filming:

Use Fee: \$260 for 4 hours
Overtime Use Fee: \$55 hour

Half-day filming:

Use Fee: \$1,500 for 6 hours
Overtime District Employee Rate: \$55 hour

Still Photography:

Use Fee: \$300 for 4 hours
Overtime Rate: \$55 hour

Parking Use Fee:

\$1500 per Day

All Rates Subject to Activity

Overtime District Employee Rate: \$55 hour Overtime District Employee Rate: \$55 hr

Additional Use Fees maybe assessed at written direction of the District (see attachment 3)

The Management Fee shall be based on Gross Revenues as defined below less personnel and/or custodial fees.

- 1.2. Manager will be solely responsible for all costs and expenses incurred in connection with the performance of Manager's duties hereunder, including, without limitation, payment of salaries and taxes of Manager's employees.
- 1.3. "Gross Revenues" for any particular month during the Term shall mean the total fees paid to District by each applicable Producer pursuant to the Production Leases, less any District costs (including, but not limited to, District's personnel and/or custodial fees, excess utility fees, and other incremental fees or costs). Notwithstanding anything to the contrary contained above in this section, the following items shall not be included within Gross Revenues: (i) service charges or permit fees imposed by a third party, whether or not paid by a Producer directly to such third party in

connection with a Production Event at any District Property; (ii) any and all taxes required to be paid by (or on behalf of) a Producer to any governmental authority, or (iii) reimbursements paid by any Producer or insurance proceeds received by the District in respect of any damage to any of the District Properties resulting from a Production Event.

- 1.4. In the event that any of the District Properties is to be used for a Production Event by a student or “student group” (which “student group” shall include educational groups and non-profit groups of an educational nature) approved by the District, then either District or Manager may request of the other, on an event-by-event basis, that any required fees to be paid by such students be waived or reduced, with the exception of any related custodial fees which shall not be waived or reduced unless with by express direction of the district, and provided that such student Production Event is reasonable as to time (with respect to both the particular student Production Event and reduction of fees has been sought in the prior six (6) month period and the fee amount, the other party’s approval shall not be unreasonably withheld. In the event fees from such student Production Events are waived or reduced, the dollar amount of such waiver or reduction of fees shall not be included as Gross Revenue.

2. Payment: On the last day of the month following the month in which the revenue was generated, Manager shall retain the Management Fee for the prior month and remit the balance of the Gross Revenues (as determined in conformity with this Agreement and the calculations set forth in the Production Event Report for such prior month) to the District. The Manager will furnish additional documentation to District’s Accounts Receivable upon request. No payment to the Manager (or retention of payment by the Manager) shall be deemed an acceptance of work not completed in accordance with this Agreement. The District may withhold (or request Manager to withhold) from payment to Manager or any third party any amounts in dispute and Manager shall continue performance of its services pending final determination of disputes relating to such withholding.

Exhibit C
Terms and Conditions
Professional Services Agreement

1. **Board Authorization** - This Agreement is not valid and no payment is authorized hereunder for services prior to approval of the Agreement by the District's Board of Education.
2. **Evaluation** - The Manager acknowledges that the presentation or services may be evaluated by the District Authorized Representative, or any other District offices or schools and understands that the results of the evaluation may be made available to the Manager, other schools and offices within the District, and other school districts and agencies upon request. The Manager agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.
3. **Independent Contractor** - While engaged in performance of this Agreement, the Manager is an independent contractor and is not an officer, agent, or employee of the District. Manager is not entitled to benefits of any kind to which District employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance, and retirement benefits. Manager assumes full responsibility for the acts and/or omissions of Manager's employees or agents as they relate to performance of this Agreement. Manager assumes full responsibility for workers' compensation insurance and payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to Manager and Manager's employees. Manager and Manager's employees or agents are not District employees. Manager shall provide District with a certificate of liability and worker's compensation insurance for it and its employees or agents in regards to the consulting work for the School District."
4. **Standard of Performance** - All services performed in connection with this Agreement shall be performed in compliance with standards of care applicable to services of the type, scope and complexity assigned to the Manager and in compliance with all applicable laws and codes, including without limitation California licensing laws and lawful orders of governmental authorities.
5. **Conflict of Interest** - Manager represents that Manager has no existing financial interest and will not acquire any such interest, direct or indirect, in any entity filming at a property of the District, which conflicts in any manner or degree with the performance of services required under this Agreement and that Manager will not transfer the performance of its obligations under this agreement to, or perform its obligations hereunder through, any person or entity having any such interest in any entity filming at property of the District.

The District and Manager specifically agree that Manager's provision to any other school district of other person or entity, of professional services similar to those provided to the District hereunder shall not constitute an actual or potential conflict of interest within the meaning of this Agreement.

Manager will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time that pose a potential conflict of interest.

Manager warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any Agreements with or orders from District, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between District and Manager.

Should a conflict of interest issue arise, Manager agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

6. **Equal Opportunity Employment** - It is the policy of the District that, in connection with all work performed under District Agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition, and therefore the Manager agrees to comply with applicable Federal and state laws. In addition, the Manager agrees to require like compliance by all Sub consultants employed in connection with this agreement.

7. **Assignability:**

7.1. The parties hereto agree that Manager shall not assign or otherwise delegate its rights, duties, and obligations under this Agreement without the prior written consent of District, which consent shall be granted or withheld in District's sole discretion. In the event Manager contemplates an assignment of all or a portion of its rights, duties, or obligations under this Agreement, Manager shall give District notice ("Intention of Assignment Notice") of such contemplated assignment, whether or not the terms of such assignment have been determined. Upon receipt of such Intention of Assignment Notice, District shall have the option to terminate this Agreement by providing Manager with thirty (30) days written notice; provided, however, Manager reserves the right, upon District's election to terminate this Agreement, to rescind its Intention of Assignment Notice by providing written notice to District of such rescission within ten (10) days after receipt of District's termination notice, in which event this Agreement shall remain in full force and effect.

7.2. This Agreement shall be binding on and inure to the benefit of District's successors and assigns.

8. **Licensing:** - The Manager shall comply with all applicable laws and regulations governing the Manager's performance of services hereunder, including without limitation

any and all applicable licensing requirements and shall at District's request provide evidence of such compliance satisfactory to District.

- 9. Failure to provide prompt, efficient and thorough service** - If the District, in its sole discretion, deems the Manager is unwilling to perform or provide prompt, efficient service or otherwise fails to comply with the terms of this Agreement or fails to complete the services stipulated in Exhibit A with the time limits provided herein, the District shall have the right to terminate or cancel this Agreement, take possession of any items related to this Project and/or Work and proceed in accordance with the provisions below governing suspension or termination of Agreement.
- 10. Termination:** - This Agreement and all rights and obligations hereunder, may be terminated at the election of either party upon the occurrence of any of the following:
 - 10.1. By either party with thirty (30) days prior written notice to the other party,
 - 10.2. Immediately by District if (i) Manager or a key executive of Manager or employee of Manager is convicted of a felony relating to its activities hereunder, or (ii) Manager, an employee of manager, or a key executive of Manager commits a material fraud, embezzlement, willful misconduct, or defalcation relating to its activities hereunder.
 - 10.3. Immediately by one party in the event the other party qualifies for or is subject to bankruptcy or any bankruptcy proceedings which are not dismissed or stayed within sixty (60) days.
 - 10.4. Immediately by either party if this Agreement or the activities hereunder, including but not limited to past, current or proposed Production Events, are prohibited by law or administrative regulation.
 - 10.5. Termination of this Agreement by either party under the provisions of this Section 14 hereof shall not be exclusive of any other remedy which the party exercising such right of termination may have, at law or in equity, as a consequence of the acts giving rise to such right of termination.
 - 10.6. Upon termination of this Agreement, for any reason, Manager shall promptly, without necessity of demand or notice, deliver the following to District, or District's appointed agent on the effective date of expiration or termination, or, if this Agreement is terminated immediately for cause, within thirty (30) days of such termination: (i) a final accounting reflecting the Gross Revenues as of the date of termination; (ii) any balance of monies, as verified by the final accounting described in clause (i), above, remaining in the Account, together with any other monies of District held by Manager with respect to the District Properties; and (iii) all items, files, records or documents of any kind, including but not limited to, contracts, warranties, promotional materials, bank statements, correspondence, receipts, paid and unpaid bills or invoices. The obligation of Manager to deliver the foregoing shall survive the termination of this Agreement.
 - 10.7. Manager shall, for a period of one hundred and twenty (120) days after the termination of this Agreement, and for such further period as may be necessary, make itself available to consult with and advise District, or such other person or

persons as may be designated by District, regarding the coordination, negotiation, and monitoring of Production Events at any or all of the District Properties.

- 10.8. Termination Payments — The payments, if any, made to Manager pursuant to this Agreement shall be Manager's sole and exclusive compensation and District shall have no liability to Manager for any other compensation or damages, including without limitation anticipated profit prospective losses, or consequential damages of any kind.
- 10.9. Work Product — Any provision to the contrary in this Agreement notwithstanding, no payment shall be due the Manager following termination of this Agreement unless and until the Manager provides the District with all documents, materials and work produced to date under this Agreement.

11. Invalidity: - Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision of the remaining provisions of this Agreement.

12. Limitation of Liability: - No party shall be liable to the other party for any indirect, consequential or special damages of the other party, and each party hereby waives any and all such claims for its own indirect, special or consequential damages arising from any breach of this Agreement.

13. District Properties' Name, Signage, and Logos: - The use of the name of any of the District Properties used in connection with the filming at such District Properties, including any advertisement or marketing promotion shall be approved in writing by District, which approval shall be granted or withheld in District's sole discretion.

14. Notices: - All notices under this Agreement shall be in writing and shall be deemed received upon personal delivery thereof, twenty-four (24) hours after overnight courier (fare prepaid) or legible facsimile transmission with overnight courier follow-up, or forty-eight (48) hours after deposit in the United States Mail, certified or registered mail, return receipt requested, to the parties as follows:

District: **Glendale Unified School District**
223 North Jackson Street
Glendale, CA 91206
Fax No.: (818) 247-9915
Attn: Stephen Dickinson, Chief Business and Financial Officer
and:

Manager: **FilmL.A., Inc.**
6255 Sunset Blvd., 12th Floor
Los Angeles, CA 90028
Fax No.: (213) 977-8686
Attn: Joshua Elwell

15. Governing Law and Severability: - The validity, interpretation, and performance of this Agreement shall be determined according to the laws of the State of California. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. However, if any provision of this Agreement shall be held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

16. Entire Agreement/Amendment: - This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement and approved as required by California law and District policy.

17. Right to Audit: - The Manager shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts, and other information necessary to verify the scope or charges for any services provided under this Agreement. The Manager understands and agrees that the District has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this Agreement, whether such records were prepared by the Manager or anyone else associated with the work. At any time prior to the date which is three (3) years following final payment under this Agreement, the Manager shall provide the District, at the District's reasonable expense, a copy of all such records within five (5) business days of a written request from the District. At any time prior to the date which is three (3) years following final payment under the Agreement, the District's rights shall also include access at reasonable times to the Manager's facilities for the purpose of interviewing employees and inspecting and copying (at the District's reasonable expense) such books, records, accounts and other material which may be relevant to a matter under investigation. The Manager shall, at no cost to the District, furnish reasonable facilities and assistance for such review and audit. The Manager's failure to provide records or access within the time requested shall preclude the Manager from receiving any payment due under the Agreement until such documents are provided and shall preclude the Manager from receiving any reimbursement from District of any such copying charges. The Manager agrees to maintain such records for a period of three (3) years following final payment under the Agreement. Reimbursement - To the extent that an audit by the District, the District's independent auditors, or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Agreement by the Manager, Manager agrees to remit the amount of the overpayment to the District within five (5) days after demand.

18. No Third Parties: - Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the District or Manager.

19. Change of Legal Entity or Change of Identity: - If any change occurs in the legal entity of the Manager's organization, the Manager shall immediately report such change to the District. The District shall then have the right to terminate or cancel this Agreement, take the work products of this Agreement and pay in accordance with the provisions under Suspension or Termination of Agreement.

20. Dispute Resolution: - Any claim, dispute or other matter in question (collectively, "claim") arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration. Any claim not resolved by mediation shall be resolved by arbitration in Los

Angeles, California, before a single arbitrator, who shall be an attorney or a retired judge, in accordance with the rules of the American Arbitration Association currently in effect. Joinder of persons not parties to this Agreement is hereby expressly permitted. The parties to any arbitration shall have the right to conduct discovery pursuant to the California Civil Discovery Act of 1986. The award entered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event of any dispute between the parties, the parties shall each bear their/his/her/its own attorney's fees and costs. The cost of the arbitration proceeding shall be shared equally between the Manager and the District.

21. Anti-discrimination: - It is the policy of the District that in connection with all services rendered under District Agreements there be no discrimination against any prospective or active employee engaged in such services because of sex, race, color, ancestry, religious creed, national origin, physical disability (including without limitation HIV and AIDS), mental disability, medical condition, age, marital status, sexual orientation, political belief or affiliation, or to deny family care leave, therefore the Manager agrees to comply with applicable Federal and California laws including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; The Americans with Disabilities Act of 1990; Age Discrimination Act of 1975; Rehabilitation Act of 1973 (Section 504); and the California Fair Employment Practice and Housing Act codified in Government Code Sections 12900 to 12996; and Labor Code Section 1735. In addition, the Manager agrees to require like compliance by all consultants and Sub consultants employed by the Manager under the Agreement.

22. District Approvals: - Approvals or authorization provided for in this Agreement to be given by the District must be given in writing. Any District review or approval of any submissions from Manager in any medium is for general conformance with the District's requirements, and shall not relieve the Manager of its responsibility for performing services under this Agreement in conformity with the legally mandated standard of care and the terms and conditions of this Agreement.

23. Waiver: - Provisions of this Agreement may be waived by District only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. The District's approval, acceptance use or payment for any part of the Manager's services shall not in any way alter the Manager's obligations, or waive any of the District's rights, under this Agreement.

Exhibit D
Insurance Requirements

Insurance Requirement for all Users of GUSD Facilities

All organizations or groups using District facilities are required to provide proof of liability coverage, including the naming of the Glendale Unified School District as an endorsed additional insured on their insurance policy. Limits of coverage should be a minimum of \$1 million.

Please make certificate and Additional Insured Endorsement for

Glendale Unified School District
333 W. Magnolia Avenue
Glendale, California 91204

The Certificate of Insurance and the separate Additional Insured Endorsement form must be received by.

FilmL.A.
6255 Sunset Blvd., 12th Floor
Los Angeles, CA 90028
Fax 213-977-8686
Schools@filmla.com

Attachment 1

Glendale Unified School District Listing of School Sites

HIGH SCHOOLS	ADDRESS
Clark Magnet High	4747 New York Avenue, La Crescenta 91214
Crescenta Valley High	2900 Community Avenue, La Crescenta 91214
Glendale High	1440 East Broadway, Glendale 91205
Herbert Hoover High	651 Glenwood Road, Glendale 91202
Allan F. Daily High	220 North Kenwood, Glendale 91206
MIDDLE SCHOOLS	
Rosemont Middle	4725 Rosemont Avenue, La Crescenta 91214
Theodore Roosevelt Middle	222 East Acacia Avenue, Glendale 91205
Eleanor J. Toll Middle	700 Glenwood Road, Glendale 91202
Woodrow Wilson Middle	1221 Monterey Road, Glendale 91206
ELEMENTARY SCHOOLS	
Balboa Elementary	1844 Bel Aire Drive, Glendale 91201
Cerritos Elementary	120 East Cerritos Avenue, Glendale 91205
Columbus Elementary	425 West Milford, Glendale 91203
Dunsmore Elementary	4717 Dunsmore Avenue, La Crescenta 91214
Thomas A. Edison Elementary	435 S. Pacific Avenue, Glendale 91204
Benjamin Franklin Elementary	1610 Lake Street, Glendale 91201
John Fremont Elementary	3320 Las Palmas Avenue, Glendale 91208
Glenoaks Elementary	2015 East Glenoaks Boulevard, Glendale 91206
Thomas Jefferson Elementary	1540 Fifth Street, Glendale 91201
La Crescenta Elementary	4343 La Crescenta Avenue, La Crescenta 91214
Lincoln Elementary	4310 New York Avenue, La Crescenta 91214
Mark Keppel Elementary	730 Glenwood Road, Glendale 91202
Horace Mann Elementary	501 East Acacia Avenue, Glendale 91205
John Marshall Elementary	1201 East Broadway, Glendale, 91205
Monte Vista Elementary	2620 Orange Avenue, La Crescenta 91214
Mountain Avenue Elementary	2307 Mountain Avenue, La Crescenta 91214
John Muir Elementary	912 S. Chevy Chase Dr., Glendale 91205
Valley View Elementary	4900 Maryland Avenue, La Crescenta, 91214
Verdugo Woodlands Elementary	1751 North Verdugo Road, Glendale 91208
Richardson D. White Elementary	744 East Doran Street, Glendale 91206
SPECIALIZED SCHOOL	
College View School	1700 East Mountain Street, Glendale 91207

Attachment 2

**GLENDALE UNIFIED SCHOOL DISTRICT
LICENSE AGREEMENT FOR USE OF PREMISES
PART I: BASIC LICENSE INFORMATION**

_____ Filming or Parking _____

DATE: _____

LICENSEE NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

TELEPHONE: _____ MOBILE: _____

FAX: _____

PRODUCTION TITLE: _____

PRODUCTION TYPE: _____

PRODUCER: _____

DIRECTOR: _____

NO. OF CREW: _____ CAST: _____ EXTRAS: _____

LG.TRUCKS: _____ OTHERTRUCKS: _____ VANS: _____

MTR. HMS./DR. RMS: _____ GENERATORS: _____ CAMERA _____

CARS _____ PIC. VEHICLES: _____ CAST/CREW _____

CARS _____

LICENSE TERMSCHOOL: _____

NAME: _____

ADDRESS: _____

PRINCIPAL: _____

GENERAL LICENSE AREA: _____

SPECIFIC LICENSE AREAS/ACTIVITIES:

Description of Area 1:

Date/Time:

Activity:

Special Conditions:

Description of Area 2:

Date/Time:

Activity:

Special Conditions:

Description of Area 3:

Date/Time:

Activity:

Special Conditions:

Check here if additional areas have been added on separate sheet(s).

DEPOSIT COLLECTED: \$ _____

LICENSE FEES:

Site Day(s)	@ \$ _____	x _____	= \$ _____
+OT	@ \$ _____	x _____	= \$ _____
Personnel Hours	@ \$ _____	x _____	= \$ _____
Parking	@ \$ _____	x _____	= \$ _____
+OT	@ \$ _____	x _____	= \$ _____
		TOTAL=	\$ _____

PART II: STANDARD TERMS AND CONDITIONS

This License Agreement for Use of Premises (Agreement”) is made and entered into on the above date by and between the Glendale Unified School District (“Licensor”), and the above-named Licensee (Licensee”), subject to and on the terms and conditions hereinafter set forth.

- 1. Grant of License.** In consideration of the payment of the License Fee and the performance of the covenants and conditions contained in this Agreement, Licensor hereby grants to Licensee a non-exclusive license to use the License Area during the License Term subject to and on the terms and conditions set forth herein. The License granted hereunder shall include non-exclusive rights of ingress and egress as reasonably necessary to use the License Area, with the path of travel to be determined from time to time in the sole and entire discretion of Licensor; use of such path of travel shall be limited to ingress and egress only, but for all purposes shall be deemed a part of the License Area.
- 2. Use.** Licensee shall have the right to use the License Area for the sole purpose of production of a motion picture (including feature films, television programming, commercials and other media productions) or still photography, during the Term specified above, and for no other purpose and for no other time without the prior written consent of Licensor, which consent may be granted, withheld or conditioned in the sole and absolute discretion of Licensor. Licensee agrees to use the License Area in strict accordance with the terms and conditions set forth herein. Licensee may use only those bathrooms, if any, that Licensor has specifically designated for use by Licensee. Licensee is responsible to provide all necessary signage with respect to the use of the bathrooms. Licensee is to provide all toiletries for any bathroom that it is uses and to maintain them in a clean condition on a daily basis. Licensee understands that the operation of the Licensee’s activities on the License Area are secondary to the Licensor’s instructional program and no part of the Licensee’s operation shall be disruptive, as reasonably determined by Licensor, to the Licensor’s instructional program.
- 3. Security Deposit.** The Licensee shall deposit with FilmL.A. Inc, on behalf of the Licensor, in advance for each day of use, the base amount (the “Security Deposit”) of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) as security for the performance by Licensee of all terms, covenants and conditions of this Agreement. If Licensee defaults with respect to any provision of this Agreement, including, but not limited to the provisions relating to any payments hereunder, Licensor may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any amounts or any other sums in default, or for the payment of any other amount that Licensor may expend or become obligated to expend by reason of Licensee’s default. If Licensee is in compliance with the covenants and obligations set forth in this Agreement at a time that is thirty (30) days following the time of both the expiration or termination of this Agreement and Licensee’s vacation of the License Area, Licensor or Film L.A., Inc. as applicable, shall return the balance of the Security Deposit due to Licensee promptly thereafter to the address listed on the License, or to a changed address of which Licensee has notified FilmL.A. in writing. Licensee agrees that, if the refund check is returned as undeliverable or has not been negotiated within 90 days of mailing, the unrefunded amount shall constitute part of the License Fee. In the event that GUSD or FilmL.A., Inc. reasonably determines that, due to the complexity, scope and/or particular locations of Licensee’s activities, a heightened risk of damage to Licensor’s property reasonably exists, the Security Deposit shall be appropriately increased.

- 4. Licensee's Rights to Materials Produced; Indemnity.** All rights of every kind and nature whatsoever in and to all still and motion pictures, photographs and sound recordings made hereunder in connection with use of the License Area by Producer shall be and remain the sole and exclusive property of Producer; including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Producer shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. The Licensee shall assume all costs arising from the use of patented and copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of said event, and the Licensee agrees to indemnify and save harmless and defend the Licensor and its duly authorized representatives from all damages, costs, and expenses in law or equity, for, or on account of, the use of any patented and copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by the Licensee in connection with this License. In this regard, the Licensee's attention is particularly directed to the use of copyrighted music. Neither Licensee nor its successors shall be obligated to make any actual use of any production or photography or of any reference to the License Area or School in any motion picture production or otherwise.
- 5. Licensee's Rights to Materials Produced; Indemnity.** All rights of every kind and nature whatsoever in and to all still and motion pictures, photographs and sound recordings made hereunder in connection with use of the License Area by Producer shall be and remain the sole and exclusive property of Producer; including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Producer shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. The Licensee shall assume all costs arising from the use of patented and copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of said event, and the Licensee agrees to indemnify and save harmless and defend the Licensor and its duly authorized representatives from all damages, costs, and expenses in law or equity, for, or on account of, the use of any patented and copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by the Licensee in connection with this License. In this regard, the Licensee's attention is particularly directed to the use of copyrighted music. Neither Licensee nor its successors shall be obligated to make any actual use of any production or photography or of any reference to the License Area or School in any motion picture production or otherwise.
- 6. School Name; Pupils.** Licensee shall not use the name (including, without limitation, signs or logos) of the School, GUSD or Glendale Unified School District in the name of its production or in the script, dialogue, photography, publicity or in any of its advertising, and the locations used in the film shall not be identified as belonging to the Glendale Unified School District, nor shall they be identifiable as such by the casual viewer. Licensee shall take reasonable steps to insure that the pupils, the faculty, and the general public are excluded from the area in which it is filming if the Licensee, in its reasonable discretion, determines that anything being filmed might be considered offensive to the pupils. This shall include the language, the actions, and the dress of the actors and actresses. Licensee shall obtain releases from any participants outside of those in the employ of Licensee, including the parents of any minors involved, to protect the Licensor from every claim, liability, or demand which may arise as a result of the filming and use of the film, and as a result of any services rendered in connection with the production and use of the film.

7. **Licensee's Insurance.** Licensee shall provide the following insurance:
- (a) **Commercial General Liability Insurance:**
 - \$2,000,000 per occurrence for bodily injury and property damage
 - \$100,000 fire damage
 - \$5,000 medical expenses
 - \$1,000,000 personal and advertising injury
 - \$3,000,000 general aggregate
 - \$3,000,000 completed operations and products aggregate
 - (b) **Business Automobile Liability Insurance** with a minimum combined single limit of \$1,000,000.00 per occurrence.
 - (c) **Workers' Compensation Insurance** as required by the Labor Code of the State of California, and **Employers' Liability Insurance.**

Licensors and its Board of Education shall be named an additional insured on all insurance, excluding subparagraph (c), and all of said insurance shall be primary and noncontributing with any other insurance available to Licensee (and other applicable entering party) and shall contain a full waiver of subrogation clause. Licensee shall provide evidence of such insurance upon request of FilmL.A. or Licensors. Licensee shall cause the insurers to notify Licensors in writing of any requests to terminate said insurance or any intention by the insurer to terminate said insurance. Licensors reserves the right to require other coverage on a case-by-case basis (i.e., aviation, excess automobile and watercraft liability with minimum coverage's of \$5,000,000) modify its insurance requirements at any time and Licensee shall modify its insurance coverage to conform to the applicable requirements upon receipt of written notice from FilmL.A. or Licensee. Licensee shall not do or permit anything to be done in or about the License Area or bring or keep anything therein that would affect or increase the existing rate of any fire or other insurance covering the property upon which the License Area is located, or that would cause a cancellation of any such insurance policy or any provision thereof.

8. **As-Is Condition; Surrender Condition.** Licensee accepts the License Area "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Upon the expiration of this Agreement, or on any earlier termination, Licensee shall surrender the License Area to Licensors in the same or better condition as delivered to Licensee, ordinary wear and tear excepted. Licensee, at its sole cost and expense, shall promptly perform and complete any repairs or replacement of any nature or character occasioned or made necessary by reason of the use of the License Area by Licensee.
9. **Alterations, Additions, or Improvements.** Licensee shall neither make nor allow to be made, nor call upon Licensors to make, any decorations, alterations, additions, or improvements to the License Area or any part thereof (including, without limitation, painting or attaching any fixtures or signs) during the term of this License Agreement without the prior written consent of Licensors, which consent may be conditioned or withheld in the sole and absolute discretion of Licensors. Any items or mailers used by Licensee on the License Area shall be freestanding and shall not be attached to other improvements on the License Area unless otherwise agreed to by Licensors in accordance with this paragraph. Licensors discloses and Licensee understands that any alterations, modification, and improvements to the License Area may be subject to the approval of the California Division of the State Architect. Any alterations, additions, or improvements without the prior written consent of Licensors shall be construed as a breach of this Agreement. If Licensee makes any alterations, additions, or improvements to the License Area without the written consent of Licensors, Licensors shall have the right to restore the License Area to the

condition the License Area were in immediately prior to Licensee's occupancy, and Licensee agrees to reimburse Licensor for its costs incurred thereby within thirty (30) days of Licensee's receipt of Licensor's invoice. The exercise of Licensor's right to restore the License Area shall not excuse Licensee's violation of this paragraph nor shall the exercise waive any other remedy available to Licensor. This paragraph shall survive termination or earlier termination of this Agreement.

- 10. Safe and Sanitary.** Licensee, at its sole cost and expense, shall use the License Area in a safe and sanitary manner. If the License Area is part of an operating school, damage, destruction, and excess trash and debris will affect Licensor's ability to conduct the instructional program. Licensee shall not dispose of any material down any drain or into any basin, toilet, bathtub or lavatory or into any storm-drain on the License Area. Licensee shall place plywood or another suitable protection (as approved by Licensee) on all floors and paths through which Licensee is moving furniture, props or other equipment and for all other areas of high traffic. Licensee shall report to Licensor any deficiencies in maintenance or condition of the License Area. Licensee shall be responsible for and pay for any repairs or replacements or any damage to the License Area that may occur during the term hereof and that arises out of or is in any way related to Licensee's use of the License Area.
- 11. Comply with Law.** Licensee shall comply at all times during its use and occupancy of the License Area with all ordinances, laws, and regulations affecting the use and occupancy thereof, including the maximum occupancy ordinance. Licensee shall not allow the License Area to be used for any unlawful purpose, nor shall Licensee cause, maintain, or permit any nuisance in, on, or about the License Area.
- 12. Signs and Posters.** Licensee shall not place any signs, posters, or other printed materials on the inside or the outside of the License Area or any part of the School without the prior written approval of the Principal or Licensor's site administrator. Any such materials affixed to City or County owned property shall be prohibited and shall be deemed a breach of this Agreement.
- 13. Food, Drinks, Tobacco, Liquor, and Narcotics.** Licensee shall not allow food, candy, popcorn, drinks, or refreshments of any kind in the License Area without written permission by Principal. Licensee shall enforce no smoking in the License Area and prohibit the use of profane language, the use of tobacco products, possession of or use of intoxicating liquors or narcotics, quarreling or fighting, betting, or other forms of gambling, or conducting a lottery. The possession and carrying of firearms and weapons of any kind on Licensee's property shall be prohibited, except for on-duty peace officers or policemen, unless expressly authorized in writing in advance by Licensor, which authorization and any conditions thereto shall be in the sole and entire discretion, shall be considered on a case-by-case basis, and may be withheld for any reason or no reason whatsoever.
- 14. Use of Other Equipment; Classrooms.** The License Fee paid by Licensee is for the use of License Area only and does not include the use of any equipment located therein unless expressly identified in this Agreement. If this Agreement expressly includes the use of Licensor's equipment, Licensor does not guarantee the adequacy or the condition of any such equipment and Licensee agrees to accept the use of such equipment on an "as-is" and "where-is" basis and shall notify Licensor of any damage or destruction of such equipment. Licensee shall reimburse Licensor for the replacement value of such equipment if the damage or destruction of such equipment occurs during the term hereof and arises out of or is in any way related to Licensee's use of the License Area. If any classrooms are used, Licensee shall supply the necessary supervision to ensure that they are left in the same condition as found. Licensee understands that: (1) the students' and the teachers' desks may not be disturbed; (2) school supplies may not be used or touched (including materials on the bulletin board); (3) written material found on

chalkboards may not be erased; (4) furniture that is moved must be restored to its original location; (5) students may not be in a classroom without a supervising adult approved by the Principal; and (6) Licensee may not utilize any portion of the School that is not designated as part of the License Area and those logical pathways necessary for access to and from the License Area.

- 15. Announcements.** Licensee shall read or have read the following statement at the beginning of any meeting or other activity which is open to the public held pursuant to this License Agreement: ‘Use of these premises has been granted pursuant to the provisions of Sections 17400, et seq., of the Education Code of the State of California; to [insert the full name of Licensee] from the Board of Education of the Glendale Unified School District. The Board of Education does not sponsor or take responsibility, nor does it necessarily endorse any of the activities, statements, or opinions which may be expressed at this meeting or activity.’ Licensee shall include the above statement in any and all written material, statements, fliers, publications, etc., relating to activities held in connection with this use. This statement must be in type eight (8) points or larger. Licensee shall include this statement in connection with any audio or video dissemination of information concerning the activities to be held pursuant to this License Agreement.
- 16. Flammables.** Licensee shall obtain the necessary permits from the City or County Fire Department, and shall deliver copies of said permits to FilmL.A. on behalf of Licensor, prior to events utilizing fireworks, open flames, lighted candles, tents, canopies, overhangs, or sides.
- 17. Emergency Access.** Emergency fire exit pathways shall be a continuous and unobstructed means of egress to a public way. Exit doors shall remain unlocked during all hours of operation.
- 18. Other Structures; Power and Utility Sources and Electrical Cables; Elevators.** Licensee shall provide its own electrical energy, heat, ventilation, air-conditioning, light, water, telephone and other utilities to be used by Licensee. All utilities brought to the License Area shall be used in compliance with all applicable laws. All power and utility equipment, electrical cords and cables shall be in good and safe condition with no exposed or live parts (i.e., not frayed). Any cord or cables lying across an aisle way shall be properly bundled and covered. They shall not lie across vehicle pathways. Power sources for concession stands shall be isolated from contact with the general public by use of fencing, guardrails or enclosures. All electrical equipment installation and operation shall be governed by the regulations contained in the latest edition of the National Electrical Code (NEC) unless otherwise approved by local officials having jurisdiction thereover, which approval shall be recorded in writing and attached to all permits. Copies of all permits shall be delivered to FilmL.A. on behalf of Licensor prior to the commencement of this Agreement. Licensee shall not (i) open any access doors, electrical panels, electric switches, switchplates, electric pullboxes, manholes or mechanical enclosures, (ii) permanently cover or conceal any of the foregoing, or (iii) reset, adjust, recalibrate, modify, connect or disconnect any switches, electrical wiring, controls, valves, conduits, ducts, electrical or mechanical equipment or fixtures, doors or window assemblies, plumbing supply, vent, or waste lines, locks, fire protection equipment or decorative assemblies. Licensee shall not use any elevator without the prior written permission of Licensor, the Principal or Licensee’s site administrator. In any event, any use of elevators shall be under the supervision of the site administrator or building engineer, and Licensee shall place protective pads in all elevators used to move any furniture, props or other equipment.
- 19. Property Taxes/Assessments.** The property interest conveyed herein may be subject to real property taxation and/or assessment. In such event Licensee shall pay before delinquency all taxes or assessments which at any time may be levied by the State, County, City, or other tax or assessment levying body upon the License Area and any improvement or fixtures located hereon

or, in the event Licensor receives notice of such assessment after the expiration or earlier termination of this Agreement, Licensee shall reimburse Licensor immediately upon receipt of written notice of the amount owed.

- 20. Persons with Convictions.** Licensee shall not allow any person who has been convicted of any of the offenses set forth in the Education Code, Section 44010 and is under the direction or control of Licensee to enter upon the License Area. A plea or verdict of guilty shall be deemed a conviction, irrespective of a subsequent order under the provisions of Penal Code Section 1203.4. Licensee represents that, to the best of its knowledge, the License Area will not be used for the commission of any crime; Licensee declares under penalty of perjury that the foregoing statement is true and correct. The following excerpts from California Education Code are provided as a guide to the Licensee (Licensor makes no representation as to the accuracy or completeness of the sections printed below; Licensee is responsible for knowing the Licensee's responsibilities regarding these sections of the codes):

SECTION 44010 OF THE CALIFORNIA EDUCATION CODE

“Sex offense”

1. Sex offense,' as used in Sections 44020, 44237, 44346, 44425, 44436, 44836, 45123, and 45304, means any one or more of the offenses listed below:
2. Any offense defined in section 220. 261, 261.5, 262, 264.1, 266, 266j, 267, 285, 286, 288, 288a, 289, 311,1, 311.2, 311.3, 311.4, 311.10, 311.11, 313.1, 647b, 647.6, or former Section 647a, subdivision (a), (b), or (c) of Section 243.4, or subdivision (a) or (d) of Section 647 of the Penal Code.
3. Any offense defined in former subdivision 5 of former Section 647 of the Penal Code repealed by Chapter 560 of the Statutes of 1961, or any offense defined in former subdivision 2 of former section 311 of the Penal Code repealed by Chapter 2147 of the Statutes of 1961, if the offense defined in those sections was committed prior to September 15, 1961, to the same extent that an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.
4. Any offense defined in Section 314 of the Penal Code committed on or after September 15, 1961.
5. Any offense defined in former subdivision 1 of former Section 311 of the Penal Code repealed by Chapter 2147 of the Statutes of 1961 committed on or after September 7, 1955, and prior to September 15, 1961.
6. Any offense involving lewd and lascivious conduct under Section 272 of the Penal Code committed on or after September 15, 1961.
7. Any offense involving lewd and lascivious conduct under former Section 102 of the Welfare and Institutions Code repealed by Chapter 1616 of the Statutes of 1961, if that offense was committed prior to September 15, 1961, to the same extent that an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.
8. Any offense defined in Section 286 or 288a of the Penal Code prior to the effective date of the amendment of either section enacted at the 1975-76 Regular Session of the Legislature committed prior to the effective date of the amendment.
9. Any attempt to commit any of the offenses specified in this section.
10. Any offense committed or attempted in any other state or against the laws of the United States which, if committed or attempted in this state, would have been punishable as one or more of the offenses specified in this section.
11. Any conviction for an offense resulting in the requirement to register as a sex offender pursuant to Section 290 of the Penal Code.
12. Commitment as a mentally disordered sex offender under former Article I (commencing with Section 6300) of Chapter 2 of Part 2 of the Welfare and Institutions Code, as repealed by Chapter 928 of the Statutes of 1981.

21. Waiver; Indemnity.

(a) Licensor shall not be liable for and Licensee hereby waives all claims against Licensor for damage to any property or injury, illness, or death of any person in, upon or about the License Area arising in any way due to, in Connection with, or related to, directly or indirectly, the use of the License Area by Licensee, Licensee's employees, agents, invitees, or contractors. Licensor and Licensee hereby agree and acknowledge that the relationship between Licensor and Licensee is solely a Licensor/Licensee relationship and not a principal/agent relationship or any other relationship. Licensee is acting on its own behalf in using the License Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of Licensor or as part of Licensor's operations as a school district. The provisions of this Section 3(a) shall not apply to the extent that all or part of the Liabilities (as defined below) is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of Licensor's obligations under this Agreement.

(b) To the fullest extent permitted by law, Licensee shall indemnify, defend, and protect Licensor, Licensor's Board of Education, FilmL.A., and their respective officers, directors, other members, partners, employees, agents, and independent consultants (singularly, "Indemnified Party"; collectively, "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) any default by Licensee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Licensee's part to be observed or performed; (ii) the use, occupancy or control of the License Area by Licensee or any person claiming by, through, or under Licensee, Licensee's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement (singularly, "Liability"; collectively, "Liabilities"); and (iii) any claim by a third party that Licensor is responsible for any actions by Licensee in connection with any use or occupancy of the License Area or in any way related to this Agreement. The provisions of this Section 3(b) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of Licensor's obligations under this Agreement.

Notwithstanding anything to the contrary set forth in this Section 21, Licensor shall remain liable for any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in the use or occupancy by Licensor of the License Area, including, without limiting the generality of the foregoing: (a) any default by Licensor in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Licensor's part to be observed or performed; and (b) the use or occupancy of the License Area by Licensor or any person claiming by, through, or under Licensor or Licensor's employees, agents, contractors, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the

expiration of the term of this Agreement. The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

- 22. Hazardous Materials.** Licensee shall not cause or permit any hazardous material, as defined below, to be brought, kept, or used in or about the License Area by Licensee or its agents, employees, contractors, or invitees in violation of said Environmental Laws. At FilmL.A.'s or Licensor's request, Licensee shall provide any and all material safety data sheets for any materials or products that Licensee brings onto or uses on the License Area. Licensee shall not service, fuel or re-fuel any vehicle or equipment on the License Area. Licensee agrees to indemnify, defend (by counsel approved by Licensor), and hold Licensor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including without diminution in value of the School and sums paid in settlement of claims, attorneys' fees, consultant fees, and experts' fees) which arise during or after the term of this Agreement as a result of Licensee's breach of this provision. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, court orders and administrative directives, rules, and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater. The provisions of this Section 22 shall survive the expiration or earlier termination of this Agreement.
- 23. Security.** Licensor makes no representations or warranties regarding the safety or security of the License Area. Licensor shall not provide, supervise, or furnish personnel in connection with personal safety and security of Licensee's employees, invitees, customers, or other persons within and about the License Area. Notwithstanding the foregoing, Licensor and FilmL.A. shall have the right to employ security guards for the activities contemplated by this Agreement and charge Licensee for the reasonable cost of such services, and Licensor and FilmL.A. shall have the right to call in the police at any time the Licensor or FilmL.A. feel it is necessary for the protection of the License Area or the safety or security of persons within and about the License Area.
- 24. Assignment.** Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the License Area, and any attempt to do so shall be automatically null and void.
- 25. Default by Licensee.** If Licensee fails to perform, fulfill or observe any of the terms, covenants or conditions of this Agreement, FilmL.A. or Licensor shall give Licensee written notice of such non-compliance. If within 24 hours of Licensee's receipt of such notice, Licensee has not commenced to cure such non-compliance and within 72 hours from Licensee's receipt of such notice, Licensee has not completely cured such default, then Licensee shall be in default of this Agreement. In the event of Licensee's default hereunder, Licensor may terminate this Agreement whereupon the term of this Agreement shall expire, and Licensee shall quit and surrender the Property to Licensor. It is further agreed that in no event shall the time within which a default may be cured hereunder extend beyond 72 hours from Licensee's receipt of such notice. If a default shall be made under any provision of this Agreement, Licensor may reenter the License Area, take possession thereof, and remove all persons therefrom. If Licensee breaches any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Licensee continues to occupy the License Area, in addition to any and all remedies available to Licensor at law, Licensee hereby agrees that Licensor shall have the right to file an unlawful detainer action to recover possession of the License Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Licensee hereby waives the right to object to Licensor's use of the unlawful detainer procedure on the basis that its real property interest in the License Area is a license and not a lease. Notwithstanding anything herein to the contrary,

Licensor and FilmL.A. shall have the right to cancel and terminate this Lease, immediately and without notice, upon the discovery of a violation of any term, condition, or provision of this Lease on the part of the Licensee that may, in FilmL.A. or Licensor's discretion, jeopardize the health, safety, or welfare of the License Area or the occupants thereof. After a hearing before the Board of Education, any Licensee found to be in violation of any provision of the Lease may be denied the right to lease the Licensor's facilities for a period of up to five (5) years. Notwithstanding anything to the contrary contained herein, except in the event of a default in the provisions of Section 6 of this Agreement, Licensor shall have no right to enjoin or restrain the exhibition, distribution, advertising, exploitation and/or marketing of the production as a result of a default by Licensee under this Agreement; provided, however, the foregoing limitation shall in no way restrict, diminish or impair Licensor's right to seek monetary damages of any kind for any default by Licensee of any of the terms and provisions of this License, any such right to monetary damage hereby being hereby expressly reserved by Licensor.

26. **Natural Disaster; Civil Unrest.** Licensee agrees that in the event of fire or other casualty, circumstances related to natural disasters or civil unrest, or requirements of governmental or quasi-governmental agency may necessitate the termination of this Agreement. If the License Area is determined to be structurally or mechanically unsound or to pose a danger to occupants in Licensor's sole and absolute discretion, or if access to the facility is required for use by Licensor pursuant to any such circumstances or in order to make necessary or advisable repairs, this Agreement shall be terminable immediately upon delivery of written notice to Licensee. In the event this Agreement is terminated pursuant to this provision, Licensee shall be entitled to the refund of that portion of the License Fee applicable to the period that the License Area is not available for use by Licensee.

LICENSEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OR OTHER RECOURSE FOR ANY LOSS OR DAMAGES INCURRED AS THE RESULT OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS PROVISION.

27. **Severability; Section Headings.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions hereof.
28. **Time of Essence.** TIME IS OF THE ESSENCE OF ALL OBLIGATIONS OF THE PARTIES HEREUNDER.
29. **Entire Agreement.** All prior understandings and agreements between the parties or other third parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.
30. **Modification or Amendment.** This Agreement may not be altered, modified, amended, waived or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such alteration, modification, amendment, waiver or termination is sought.
31. **Legal Actions.** If either party named herein brings an action to enforce the provisions hereof or declares rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, Licensor shall not be liable to Licensee for consequential damages incurred in

connection with this Agreement, including, but not limited to, loss of profits or other revenue, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

32. **Absence of Waiver.** No waiver by Licensor or Licensee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by Licensor or Licensee of the same or any other provision.
33. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all of the remedies at law or in equity.
34. **Licensor's Right of Entry.** FilmL.A., Inc., Licensor and Licensor's agents shall have the right to enter upon the License Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements, or additions to the License Area as Licensor may deem necessary or desirable, to protect any and all rights of Licensor and to post such reasonable notices as Licensor may desire to protect Licensor's rights.
35. **Facsimile Transmission.** Any executed copies of this Agreement and all related documents may be executed and delivered by facsimile transmission. The recipient of said transmission shall consider such delivery as delivery of the originally executed document. All parties to this Agreement hereby warrant and represent that any document which they deliver by facsimile transmission shall be a true and correct copy of the original document. All parties hereby agree that when delivery of a document is effected by a facsimile transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.
36. **Representations; Warranties.** Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and the Agreement shall be binding upon the parties hereto. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.
37. **Governing Law.** This Agreement shall be governed by the laws of the State of California This License is issued in accordance with the provisions of the Education Code of the State of California.
38. **Notices.** All notices required by this Agreement shall be in writing and delivered to the addresses set forth as follows:

If to FilmL.A., Inc.: Film L.A., Inc.
6255 Sunset Blvd., 12th Floor
Los Angeles, CA 90028
Phone: (213) 977-8618
Fax: (213) 977-8686

If to Licensor: District: **Glendale Unified School District**
223 North Jackson Street
Glendale, CA 91206
Fax No.: (818) 247-9915
Attn: CBO

All notices shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile (upon electronic confirmation of good

transmission by the sending telecopier and a hard copy deposited in the U.S. mail within two (2) days of transmission), or sent by U.S. registered or certified mail, return receipt requested, postage prepaid. Licensor and Licensee agree that notices may be given hereunder by the parties' respective legal counsel and that, if any communication is to be given hereunder by Licensor's or Licensee's counsel, such counsel may communicate directly with all principals so long as a copy is provided to principals' legal counsel.

- 39. Cancellation.** In the event that the Licensee does not use the License Area on the dates specified and the Licensor is so notified no later than 10:00 am. of the business day prior to said date(s), the Licensee shall be entitled to a refund of the rental charge for the date(s), less a \$150 administrative fee payable to Film L.A. on behalf of Licensor. In the event Licensee does not use the License Area on the dates specified and Licensee fails to give notice as provided above, Lessee shall be charged the full License Fee for such dates.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 15

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Hagop Kassabian, Administrator, Planning, Development and Facilities

SUBJECT: **Extension of Memorandum of Understanding with Western Diocese of the Armenian Church of North America**

The Superintendent recommends that the Board of Education approve the Memorandum of Understanding with the Western Diocese of the Armenian Church of North America regarding the use of Eleanor J. Toll parking lot for overflow parking.

On August 14, 2013, Glendale Unified School District entered an agreement with Western Diocese of the Armenian Church of North America for one year for the use of the Eleanor J. Toll parking lot for overflow parking, with an option to renew at the end of the one (1) year term (Basic Provisions "n").

The Western Diocese of the Armenian Church of North America has requested to continue their use of the parking lot.

Staff is recommending a one year extension to the Agreement per the terms of the approved Agreement. The new expiration date will be August 13, 2022.

TO SUPPORT 2020-2021 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.

MEMORANDUM OF UNDERSTANDING (MOU)

PARKING AGREEMENT

Property Name: Eleanor J. Toll Middle School Parking Lot

THIS AGREEMENT is entered into this 14th day of August, 2020 by and between the **GLENDALÉ UNIFIED SCHOOL DISTRICT (GUSD)** ("Licensor"); and **WESTERN DIOCESE OF THE ARMENIAN CHURCH OF NORTH AMERICA**, ("Licensee").

WHEREFORE, Licensee has requested permission to use the Eleanor J. Toll parking lot for overflow parking, and

WHEREFORE, Licensor desires to accommodate Licensee and is willing to do so on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties promise and agree as follows:

1. BASIC PROVISIONS:

(a)	Licensor's Mailing Address	Facility & Support Operations 333 W. Magnolia Avenue Glendale, California 91204
(b)	Licensor's Representative and Telephone Number	Hagop Kassabian 818 242-0003 ext. 1105
(c)	Licensee's Mailing Address	Western Diocese of the Armenian Church of North America 3325 North Glenoaks Blvd. Burbank, CA 91504
(d)	Licensee's Representative and Telephone Number	Archbishop Hovnan Derderian (818)558-7474
(e)	Licensee's Federal Tax ID No.	95-6081942
(f)	Licensed Property	700 Glenwood Road Glendale, CA 91202
(g)	Commencement date of Term	August 14, 2021
(h)	Termination Date of Term	August 13, 2022
(i)	Permitted Use	Parking
(j)	Parking Spaces	Available Parking Spaces
(k)	Days and Times	Sundays 9:45 AM – 1:45 PM
(l)	Rent	\$0 per year
(m)	Security Deposit	N/A
(n)	Option To Renew	Option to renew at end of 1 year term.
(o)	Early Termination Option	Licensor or Licensee may terminate with 30 Days Written Notice without Cause
(p)	Licensor's Responsibilities	"Licensor's Responsibilities"
(q)	Licensee's Responsibilities	1) Licensee will be responsible to repair any damages caused by their use. 2) Licensee will be responsible for locking and securing the gate (i.e. after 9 PM & on weekends).
(r)	Parking Lot Maintenance	Licensor will provide necessary maintenance.

(s)	Parking Lot Closure for Maintenance	Licensor has the right to deny parking usage for maintenance or statute requirements. Licensor will give Licensee at least fifteen (15) days notice before closure.
(t)	Parking Lot Closure for School Events	Licensor has the right to deny parking usage for school events and school filming. Licensor will give Licensee at least twenty-four (24) hours notice before closure.
(u)	Facility Use Permit	This agreement excludes any special events sponsored by the Licensee that would require a facility use permit from the Licensor.

To the extent that the provisions of this section are inconsistent or conflict with any of the other provisions in this Lease, the provisions of this section shall control and the Lease is hereby modified accordingly.

2. **GRANT OF LICENSE; DESCRIPTION OF PREMISES:** Licensor hereby grants to Licensee a license to occupy and use, subject to all of terms and conditions of this Agreement, the Eleanor J. Toll Middle School Parking Lot.
3. **LIMITATION TO DESCRIBED PURPOSES:** The above described property may be occupied and used by Licensee solely for parking of passenger vehicles, motorcycles, motor scooters, and light trucks of Licensee, the Licensee's visitors, patrons, suppliers and other invitees of Licensee and for incidental purposes related to such purpose during the period commencing with the date of execution of this Parking License Agreement and continuing for the term shown in the Basic Provisions unless sooner terminated as provided in this Agreement. This license shall be a nonexclusive license. Licensor reserves the same right of parking for its members, licensees, employees, visitors, patrons, suppliers and other invitees.
4. **NO PARKING CHARGES OR BARRIERS:** No charge, fee, toll, levy, or expense should be required, laid, assessed, or made to or received from any business, any guest, customer, visitor, patron, supplier or other invitee by Licensee in connection with the use for ingress, egress or parking of the existing parking areas of Eleanor J. Toll Middle School hereinabove mentioned; nor shall any condition for the use for parking of the said parking area by any of the designated persons be required or imposed in connection with such use during the life of such license. Licensee must not erect any barriers or improvements of any kind whatsoever upon the Eleanor J. Toll Middle School's premises without the express written consent of Licensor.
5. **USE AND PROHIBITED ACTIVITIES.** Licensee shall use the Premises solely for the purposes shown in the Basic Provisions, unless Licensor gives its advance written consent to another use. Licensee shall not allow any of the following to be done or conditions to exist on the Premises: (a) any public or private nuisance; (b) any business, trade or activity which, in Licensor's sole opinion, is noxious, unreasonably noisy, or offensive; (c) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products, except the legal personal use or storage for legal personal use of drugs for medicinal purposes; (d) any gambling; (e) any conduct or condition which, in Licensor's sole opinion, is illegal or morally offensive but not

otherwise expressly mentioned above and, in such case, Licensee shall not be deemed in default of this lease if Licensee immediately eliminates such conduct or condition upon receiving written notice from Licensor to do so.

6. **INSURANCE:** Licensee hereby covenants and agrees to obtain from a reputable insurance company licensed to place insurance in California, a commercial general liability insurance policy furnishing coverage with limits of \$500,000.00 per occurrence, \$1,000,000.00 per aggregate, and to maintain such policy or policies in full force and effect during the entire term of this License Agreement. A Certificate of Insurance evidencing the insurance coverage described in this section shall be furnished by Licensee to Licensor. Licensor should be named as an additional insured on the policy of liability insurance furnished by Licensee pursuant to this section with respect to any activities engaged in pursuant to this Parking License Agreement.
7. **INDEMNITY:** Licensee covenants and agrees that it shall at all times defend, indemnify, save and hold harmless Licensor from and against any and all liabilities, losses, damages, expenses and charges, including, but not limited to, actions, claims, judgments, penalties, attorney's fees and costs of suit arising out of or connected in any way with the use of the Licensor's parking facilities by Licensee's teachers and staff.
8. **GOVERNING LAW:** It is agreed by and between the parties that this Parking License Agreement shall be governed by, construed, and enforced with the laws of the State of California.
9. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the parties relating to the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
10. **MODIFICATION OF AGREEMENT:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
11. **NOTICES:** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by Certified or Registered mail if sent to the respective address of each party as shown in the Basic Provisions.
12. **ATTORNEY'S FEES:** In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees.
13. **NONASSIGNABILITY OF RIGHTS:** The rights of each party under this

Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

- 14. **TERMINATION:** Anything to the contrary hereinabove set forth notwithstanding, Licensor reserves the right to terminate the nonexclusive parking license herein granted, upon thirty (30) days' prior notice given by Licensor to Licensee, with or without cause, of this Parking License Agreement. A written notice of Licensor shall be sufficient to stop further performance of this agreement.

- 15. **NO SUBROGATION:** Licensor and Licensee release each other and their respective representatives from any claims for damage to the premises and other improvements in which the premises are located and to the fixtures, personal property, Licensee's improvements and alterations of either Licensor and Licensee in or on the premises and the building or other improvements in which the premises are located that are caused by or result from risks insured under any insurance policies carried by the parties hereto and in force at the time of any such damage. Neither party shall be liable to the other for any damage caused by fire or any other risk insured against under any insurance policy required by this license agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

LICENSOR:

GLENDALÉ UNIFIED SCHOOL DISTRICT
223 N. Jackson St.
Glendale, CA 91206, Governmental Agency

By: _____
Authorized Agent

Date: _____

LICENSEE:

WESTERN DIOCESE OF THE
ARMENIAN CHURCH OF NORTH
AMERICA
3325 North Glenoaks Blvd.
Burbank, CA 91504

By: _____

Its: _____

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 16

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
PREPARED BY: Hagop Kassabian, Administrator: Planning, Development and Facilities
SUBJECT: **Approval of Notices of Completion for Independent Contractor Agreement Nos. 587 through 598 with Convergent Technologies for the Purchase, Programming, and Installation of Security Surveillance Systems at 12 District Sites**

The Superintendent recommends that the Board of Education approve Notices of Completion for Independent Contractor Agreement Nos. 587 through 598 with Convergent Technologies for the purchase, programming, and installation of security surveillance systems at 12 District sites, funded by Measure S funds.

On December 15, 2020, the Board of Education approved Independent Contractor Agreements with Convergent Technologies for the purchase, programming, and installation of security surveillance systems at 12 District sites as listed on the table below. These projects had no change orders and were all completed in a satisfactory manner on various dates, as noted on the table.

ICA No.	School Site	Cost	Completion Date
587	Glendale High School	\$73,985.42	April 15, 2021
588	Hoover High School	\$14,680.28	June 10, 2021
589	Keppel Elementary School	\$54,954.98	June 10, 2021
590	Marshall Elementary School	\$5,052.84	June 10, 2021
591	Mountain Avenue Elementary School	\$17,473.63	June 10, 2021
592	Pacific Avenue Education Center	\$2,681.00	June 10, 2021
593	Columbus Elementary School	\$9,711.96	June 10, 2021
594	Crescenta Valley High School	\$33,366.96	April 15, 2021
595	Valley View Elementary School	\$17,361.28	June 10, 2021
596	Administration Building	\$7,537.13	June 10, 2021
597	Balboa Elementary School	\$9,487.33	June 10, 2021
598	Cloud Preschool	\$5,474.35	June 10, 2021
Cumulative Total		\$251,767.16	

This project was funded Measure S – Districtwide Safety and Security Improvements, Phase 2.

TO SUPPORT 2020-2021 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.

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Glendale High School
ADDRESS: 1440 East Broadway
Glendale, Ca. 91205

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: April 15, 2021
CONTRACTOR: Convergent Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #587
PURCHASE ORDER No.: 0021003750

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Hoover High School
ADDRESS: 651 Glenwood Rd.
Glendale, Ca. 91202

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: June 10, 2021
CONTRACTOR: Convergint Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #588
PURCHASE ORDER No.: 0021003751

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Keppel Elementary School
ADDRESS: 730 Glenwood Road
Glendale, Ca. 91202

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: June 10, 2021
CONTRACTOR: Convergint Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #589
PURCHASE ORDER No.: 0021003752

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Marshall Elementary School
ADDRESS: 1201 East Broadway
Glendale, Ca. 91205

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: June 10, 2021
CONTRACTOR: Convergint Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #590
PURCHASE ORDER No.: 0021003753

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Mountain Ave. Elementary School
ADDRESS: 2307 Mountain Ave.
La Crescenta, Ca. 91214

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: June 10, 2021
CONTRACTOR: Convergent Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #591
PURCHASE ORDER No.: 0021003754

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Pacific Avenue Educational Center
ADDRESS: 440 W. Lomita Ave.
Glendale, Ca. 91204

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: June 10, 2021
CONTRACTOR: Convergint Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #592
PURCHASE ORDER No.: 0021003755

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Columbus Elementary School
ADDRESS: 425 West Milford
Glendale, Ca. 91203

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: June 10, 2021
CONTRACTOR: Convergint Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #593
PURCHASE ORDER No.: 0021003756

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Crescenta Valley High School
ADDRESS: 2900 Community Ave.
La Crescenta, Ca. 91214

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: April 15, 2021
CONTRACTOR: Convergent Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #594
PURCHASE ORDER No.: 0021003757

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Valley View Elementary School
ADDRESS: 4900 Maryland Ave.
La Crescenta, Ca. 91214

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: June 10, 2021
CONTRACTOR: Convergent Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #595
PURCHASE ORDER No.: 0021003758

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Administration Building
ADDRESS: 223 N. Jackson St.
Glendale, Ca. 91206

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: June 10, 2021
CONTRACTOR: Convergent Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #596
PURCHASE ORDER No.: 0021003759

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Balboa Elementary School
ADDRESS: 1844 Bel Aire Drive
Glendale, Ca. 91201

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: June 10, 2021
CONTRACTOR: Convergent Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #597
PURCHASE ORDER No.: 0021003760

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

Recording Requested by
Glendale Unified School District.

When recorded please mail to:

**Attn: Business Services
Glendale Unified School Dist.
223 N. Jackson Street
Glendale, CA 91206**

(Space above this line for Recorders Use)

NOTICE OF COMPLETION

PROPERTY: Cloud Pre School
ADDRESS: 4444 Cloud Ave.
La Crescenta, Ca. 91214

OWNER: Glendale Unified School District
223 N. Jackson St.
Glendale, Ca. 91206

IMPROVEMENT: Purchase Of Security Cameras
DATE OF COMPLETION: June 10, 2021
CONTRACTOR: Convergent Technologies, LLC
BOARD APPROVAL: December 15, 2020
CONTRACT DATE: December 16, 2020
BID No.: ICA #598
PURCHASE ORDER No.: 0021003761

VERIFICATION

I, the undersigned, say: I am the Glendale Unified School District Official, the declarant of the foregoing notice of completion. I have read the Notice of Completion and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 14, 2021 at Glendale, California

Hagop Kassabian
Glendale Unified School District
Administrator, Planning, Development and Facilities

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 17

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: Agreement with Vital Healthcare, Inc. for COVID-19 Testing

The Superintendent recommends that the Board of Education approve an agreement with Vital Healthcare, Inc. for COVID-19 testing and related services for 2021-22 school year.

During the 2020-21 school year GUSD utilized the services of Vital for COVID-19 testing. Vital has been extremely reliable and versatile. Most recently their service has been used to verify the results of tests that have been processed through the Valencia Lab system.

GUSD will continue to utilize Vital for COVID-19 testing and related services as needed based on this flexible agreement. This service will be paid from LACOE ELC COVID-19 Testing Funds.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; develop proactive health and safety procedures; and support physical, social, and emotional wellbeing.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE GLENDALE UNIFIED SCHOOL DISTRICT
AND
VITAL HEALTHCARE, INC.

THIS AGREEMENT ("Agreement"), effective July 1, 2021 ("Effective Date"), is between GLENDALE UNIFIED SCHOOL DISTRICT ("CLIENT"), a public school district, and VITAL HEALTHCARE, INC. ("CONSULTANT"), a California corporation (collectively, "PARTIES" or individually, "PARTY").

RECITALS

A. CONSULTANT represents that it is, and will continue to be for this Agreement's duration, a California corporation which employs or otherwise engages physicians, physician assistants, nurse practitioners, nurses, paramedics, phlebotomists, and other medical personnel (collectively, "Staff") who are duly registered or licensed to practice their respective professions in the State of California.

B. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, Staff, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.

C. CONSULTANT desires to furnish and perform, and/or cause to be furnished and performed, professional services for CLIENT, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out, and/or cause to be provided, engaged in or carried out, the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, CLIENT engages CONSULTANT's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which CLIENT and CONSULTANT have entered into this Agreement. CLIENT and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

2.1. This Agreement shall commence on July 1, 2021, for a term of one (1) year, unless otherwise terminated or suspended ("Term"). CLIENT may also extend this Agreement, at its sole option, for two (2) additional terms of one (1) year each on the same terms and conditions as set forth in this Agreement.

3.0 SERVICES

3.1. Scope of Work.

(A) CONSULTANT shall provide the following services upon CLIENT's request ("Scope of Work"):

- (1) Under the direction and guidance of CLIENT, provide licensed nursing and medical staff services that may be required by CLIENT to perform medical services for students, employees, and other personnel directly or indirectly affiliated with CLIENT.
- (2) Provide appropriately licensed medical Staff to CLIENT to provide one-on-one medical care for students requiring medical assistance on a day-to-day basis, subject to Staff availability.
- (3) On an "as needed" basis, and upon advance notice from the authorized representative of CLIENT, provide appropriately licensed and trained medical Staff at CLIENT facilities or other locations as directed by CLIENT.

(B) CLIENT shall be responsible for providing CONSULTANT Staff with the appropriate training and orientation, and all necessary medical and other equipment and supplies for CONSULTANT to provide the services described in Section 3.1(A).

(C) CLIENT will use good faith efforts to provide CONSULTANT a request for service at least twenty-four (24) hours in advance of the desired commencement time to ensure appropriate Staff are assigned in a timely manner.

3.2. Written Authorization.

(A) CONSULTANT shall not make changes to the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CLIENT.

3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONSULTANT and its subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CLIENT provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CLIENT.

(D) When the Scope of Work requires or permits CLIENT's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CLIENT's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CLIENT, of any responsibility— professional or otherwise— for the services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CLIENT, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

4.1 **Force Majeure.** If an event or condition constituting a “force majeure”—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a project manager. The project managers shall meet as needed to coordinate, review, and ensure CONSULTANT’s performance under this Agreement. CLIENT’s project manager will oversee the administration of CONSULTANT’s tasks under this Agreement.

5.2. **Staff.** CONSULTANT shall maintain a current list with the names, titles, and qualifications of its Staff who provide services under this Agreement. At any time, upon CLIENT’s request, CONSULTANT shall furnish that list to CLIENT’s project manager or a designee.

5.3. **Use of Agents or Assistants.** CONSULTANT may subcontract with or otherwise engage third parties (“Subconsultants”) that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT’s duties. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CLIENT and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CLIENT. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers’ compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT’s employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the

employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the services under this Agreement. CONSULTANT shall provide the services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give CLIENT the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

5.5. **Placement of Staff.** The PARTIES agree that the CONSULTANT is not an employment agency and this Agreement's intention is for temporary assignment of CONSULTANT Staff with CLIENT, not permanent placement, nor employment of Staff with CLIENT. CONSULTANT undergoes a rigorous human resources process to recruit and onboard highly qualified Staff to service various clients of CONSULTANT. In the event that CLIENT procures the services of any Staff, Subconsultants or anyone employed directly or indirectly by CONSULTANT ("Hired Staff") outside the terms of this Agreement, beginning on the Effective Date until twelve (12) months after Hired Staff last provided services to CLIENT, CLIENT agrees to compensate CONSULTANT with a one-time placement payment ("Staff Placement Payment"). CLIENT and CONSULTANT acknowledge that the Staff Placement Payment, as defined below, is fair compensation to CONSULTANT for the loss related to the financial and time investment associated with recruiting, training, and oversight of Hired Staff. Staff Placement Payment shall be calculated as eight (8) weeks of the prevailing hourly rate specified in Section 7.2 times forty (40) hours per week (8 x prevailing hourly rate x 40) of each Hired Staff.

5.6 **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.7. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.8 **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend, and hold harmless CLIENT, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.9. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CLIENT under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CLIENT. In performing the services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CLIENT is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

6.0 **FACILITIES**

6.1. CONSULTANT shall travel to CLIENT work locations to provide services pursuant to this Agreement.

7.0 **PAYMENT**

7.1. Payment for services to be rendered under this Agreement will be determined on a fee-for-service basis.

7.2. Charges are set forth below and shall be itemized separately on the invoices:

- (A) CONSULTANT will bill up to One Hundred Five and 00/100 Dollars (\$105.00) per Staff hour, or a fraction thereof, for services requested by an authorized representative of CLIENT.
- (B) Additional hour(s) of service over the eight (8) hour workday or forty (40) hour workweek for each Staff will be billed at an overtime rate of one- and one-half times (1.5x) the prevailing hourly rate specified in Section 7.2(A) per Staff hour, or a fraction thereof, as requested by an authorized representative of CLIENT.
- (C) In the event that CLIENT requires the services of CONSULTANT on school holidays, CLIENT agrees to pay CONSULTANT a holiday rate of one- and one-half times (1.5x) the prevailing hourly rate per Staff specified in Section 7.2(A) per Staff hour, or a fraction thereof, for the first eight (8) hours of service. Any additional hour, or a fraction thereof, over the eight (8) hours will be billed at a holiday overtime rate of two- and one-quarter times (2.25x) the prevailing hourly rate specified in Section 7.2(A). School holidays include but are not limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- (D) CONSULTANT will bill CLIENT a minimum of four (4) Staff hours for any request for service cancelled less than twenty-four (24) hours

prior to the specified start time agreed upon by both PARTIES in advance.

- (E) In the event CLIENT makes a service request less than four (4) hours prior to its desired commencement time, CONSULTANT may bill CLIENT for a full eight (8) hour workday regardless of the actual length of the deployment.
- (F) Staff travel to CLIENT designated location(s) will be reimbursed at the prevailing mileage rate based on the Internal Revenue Service Standard Mileage Rates.
- (G) Time spent by CONSULTANT Staff for orientation and training will be billed at the prevailing hourly rate specified in Section 7.2(A) through (F).
- (H) Provide testing services and counseling for occupational exposures to communicable diseases, including source testing, in conformity with CLIENT's policies and applicable laws and regulations. CONSULTANT's rate for COVID-19 testing is up to One Hundred and 00/100 Dollars (\$100.00) per EUA Rapid Antigen Test, up to One Hundred Eighty-Eight and 00/100 Dollars (\$188.00) per PCR Nasopharyngeal Swab Antigen Test, and up to Three Hundred and 00/100 Dollars (\$300.00) per deployment, which constitutes a response to a testing location (e.g., a home, CLIENT site, or other location).

7.3. Except as set forth in Sections 7.1 and 7.2, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the services.

7.4. CONSULTANT may increase its rates at the beginning of each fiscal year by a percentage equal to the higher of 3% or the annual percentage change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA area. If the annual percentage change in the CPI is 3% or less, the rates shall be increased by 3%.

7.5. If CLIENT requires additional work not included in this Agreement, CONSULTANT and CLIENT shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.6. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, city) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.7. **Invoices.** CONSULTANT shall submit invoices to CLIENT for approval before receiving compensation. All invoices must include a summary of total costs.

8.0 **AUDIT BY CLIENT**

8.1. During this Agreement's Term and for a period of twelve (12) months after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CLIENT or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement.

9.0 **DATA, RECORDS, PROPRIETARY RIGHTS**

9.1. **Copies of Data.** CONSULTANT shall provide CLIENT with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CLIENT.

9.2. **Ownership and Use.** CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT's work product in performing the services under this Agreement, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

9.4. **Confidentiality.** Both PARTIES shall not use any information obtained from the services performed in this Agreement for any purpose other than for fulfillment

of CONSULTANT's Scope of Work. Without mutual agreement between CLIENT and CONSULTANT, either PARTY shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the services or the work that CLIENT assigns to CONSULTANT or to which CONSULTANT has access. Notwithstanding the foregoing, CONSULTANT may disclose the existence of this Agreement, its contents, and aggregated statistics regarding the services provided.

10.0 CONFLICT OF INTEREST

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's Staff are not currently officers, agents, employees, representatives, or elected officials of CLIENT;

(B) CONSULTANT will not employ or hire a CLIENT officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CLIENT's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform CLIENT about any possible conflict of interest that may arise as a result of any change in circumstances.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to CLIENT, and during this Agreement's Term, CONSULTANT shall furnish CLIENT with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements."

CONSULTANT shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus, (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONSULTANT's fulfillment of any of its obligations under this Agreement or either PARTY's use of the work of any component or part thereof:

(A) Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence
\$ 5,000 medical expenses

\$1,000,000 personal & advertising injury
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

- (B) Workers' Compensation and Employers Liability Insurance in a form and amount covering CONSULTANT's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws.

Part A—Statutory Limits

Part B—\$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- (C) Errors & Omissions (Professional Liability) coverage with the following limits:

\$1,000,000 per occurrence/\$1,000,000 aggregate

- (D) CONSULTANT, upon execution of this Agreement and periodically thereafter upon request, shall furnish CLIENT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in clauses A and B above shall name CLIENT as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by CONSULTANT and shall be deemed included in CONSULTANT's obligations under this Agreement at no additional charge.

- (E) Waiver of Subrogation. CONSULTANT hereby grants to CLIENT entities, a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against CLIENT, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. CONSULTANT shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CLIENT, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

12.0 INDEMNITY

12.1 Notwithstanding any language to the contrary in this Agreement or any exhibit(s) to this Agreement, CONSULTANT shall indemnify CLIENT and CLIENT shall indemnify CONSULTANT as follows:

12.2 General Indemnity

(A) To the fullest extent allowed by the law, CONSULTANT shall indemnify and hold harmless CLIENT against all liability, loss, damage and expenses (including reasonable attorney fees) that arises or made cause to arise by the negligence of CONSULTANT and its agents, employees, Subconsultants or anyone employed directly or indirectly by it. To the fullest extent allowed by the law, CLIENT shall indemnify and hold harmless CONSULTANT against all liability, loss, damage and expenses (including reasonable attorney fees) that arises or made cause to arise by the negligence of CLIENT and its agents, employees, Subconsultants or anyone employed directly or indirectly by it.

(B) This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the indemnitee(s).

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events (each an "Event of Default"):

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained Staff, or licensed Staff, or both, to perform the services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires; or

(B) CONSULTANT, or its Staff, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order applicable to the performance of the services hereunder or otherwise in connection with this Agreement;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;

- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CLIENT, or without CLIENT's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CLIENT, or without CLIENT's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) CLIENT, or its Staff, or both—whether partially, fully, temporarily, or otherwise refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement; or if CLIENT institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency proceeding.

13.2. **Notice of Default.** If an Event of Default has occurred, the non-defaulting PARTY may give written notice to the other PARTY specifying the Event of Default and the defaulting PARTY shall have thirty (30) days to remedy the Event of Default after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** If, within thirty (30) days after receiving a Notice of Default, the defaulting PARTY has not remedied the Event of Default, or if the defaulting PARTY does not commence steps to remedy the Event of Default to the other PARTY's reasonable satisfaction, the non-defaulting PARTY may exercise any one or more of the following remedies:

(A) In whole or in part and for any length of time, immediately suspend this Agreement until such time as the defaulting PARTY has remedied the Event of Default;

(B) The non-defaulting PARTY may immediately terminate the Agreement upon written notice to the defaulting PARTY;

(C) The non-defaulting PARTY may exercise any other legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking specific performance by the defaulting PARTY of all or any part of this Agreement; or

(2) Recovering damages resulting from the Event of Default; or

(D) The non-defaulting PARTY may pursue any other available lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CLIENT or CONSULTANT may terminate this Agreement at any time without cause and without liability upon sixty (60) days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CLIENT shall not pay CONSULTANT for demobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CLIENT has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CLIENT's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term,

condition, or provision.

14.4. **Governing Law.** California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CLIENT or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4).

14.7. **Further Assurances.** Upon CLIENT's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CLIENT and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CLIENT and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CLIENT's prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed—whether in whole, in part, temporarily, or otherwise—under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CLIENT's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CLIENT consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.** Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT to perform the services under this Agreement.

14.11. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
or
- (4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or

(4) The date of transmission, when sent by facsimile.

(C) At any time, by providing written notice to the other PARTY, CLIENT or CONSULTANT may change the place, or facsimile number, for giving notice.

CLIENT: Glendale Unified School District
Attn: Stephen Dickinson
Chief Business and Financial Officer
223 North Jackson Street
Glendale, CA 91206

Tel. No. (818) 241-3111 ext. 1271

CONSULTANT: Vital Healthcare, Inc.
Attn: Taguhi Sogomonyan
President
700 North Brand Boulevard, Suite 220
Glendale, CA 91203

Tel. No. (818) 963-5648
Fax. No. (818) 582-8207

14.12. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.5, 5.6, 5.7, 5.8, 5.9, 7.1, 7.6, 8.1, 9.1, 9.2, 9.3, 9.4, 11.1, 12.1, 12.2, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.11 survive this Agreement's expiration, cancellation, or termination.

14.13. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.14. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document.

14.15. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its term; and

(C) They have executed this Agreement on the date opposite their signature.

CLIENT:

By: _____
Stephen Dickinson
Chief Business and Financial Officer

Date: _____

CONSULTANT:

By: _____
Taguhi Sogomonyan
President

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 18

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
SUBMITTED BY: Dr. Kelly King, Assistant Superintendent, Educational Services
PREPARED BY: Frank Schlueter, Director, Educational Technology & Information Services
SUBJECT: **Approval to Renew E-Rate Consulting Services with Rupe Consulting Services, LLC**

The Superintendent recommends that the Board of Education approve the annual E-Rate consulting services with Rupe Consulting Services, LLC for the 2021-2022 school year for a total amount not to exceed \$27,000 and will be funded by Educational Technology and Information Services budget.

Funding subsidy is available from the Federal Education Rate (E-Rate) program, which allows districts to apply for discounted telecommunications, internet and network costs on an annual basis.

Applying for E-Rate funding is a complicated and timely process that includes submitting applications, attending trainings, creating RFPs, selecting vendors, and responding to inquiries and audits. For the past several years, GUSD has used NvLS Professional Services, LLC to manage the E-Rate application process. Using NvLS Professional Services, LLC ensures that GUSD's E-Rate applications adhere to the ever-changing rules and regulations, and maximize requested discounts by taking advantage of all eligible services available in the program. NvLS Professional Services, LLC helped GUSD receive over \$300,000 in telecommunications discounts in past years and approximately \$3 Million in discounts on equipment for the Measure S network infrastructure upgrade.

While the E-Rate consulting services will continue to be provided by the same consultant, the company name has changed from NvLS Professional Services, LLC to Rupe Consulting Services, LLC.

The previous agreement ended June 30, 2020. It is recommended to renew the agreement with Rupe Consulting Services, LLC to continue E-Rate consulting services for the 2021-2022 fiscal year in the amount not to exceed \$27,000.

TO SUPPORT BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

Melodee Rupe
Rupe Consulting Services, LLC

12021 Redcliff Ct.
San Diego, CA. 92131
mrupeconsulting@gmail.com
Office: (858) 695-2413
Cell: (858) 335-9592

The enclosed documents authorize Rupe Consulting Services, LLC to file E-Rate documents for Glendale Unified School District for a one-year time period of **July 1, 2021 - June 30, 2022**. There are three places for signatures: Contract, Certifications and General Letter of Agency (on your letterhead). Please be sure to sign in all three areas of the attached documents.

The **first signature** needed is in the Rupe Consulting Services, LLC Contract document, which describes the services that Rupe Consulting Services, LLC will perform, and the fee schedule.

The **second signature**, included behind the contract, is for Certification clauses that are contained in the various E-Rate forms.

The **third signature** needed is on the General Letter of Agency, required by the Universal Services Administrative Company. Please cut and paste the attached document onto letterhead.

Please read, date and sign all of the documents above and email back to Melodee Rupe at mrupeconsulting@gmail.com.

Please let me know if you have any questions or concerns. These documents should be read, dated, signed, and returned via email to mrupeconsulting@gmail.com as soon as possible. Your prior contract with NvLS Professional Services, LLC will expire on 6/30/21. If you choose not to continue with Rupe Consulting Services, LLC for E-rate Consulting services, you will be charged \$150 per hour by NvLS Professional Services, for any work performed after July 1, 2021 or you may have your new consultant complete any necessary paperwork. We will confirm with you your intentions for 2021-22 before proceeding with any work.

Thank you again for the honor of serving you.

Sincerely,

Melodee Rupe
President
Rupe Consulting Services, LLC

Section I: Rupe Consulting Services, LLC (RCS) will prepare and submit the appropriate E-Rate forms, documentation, and reviews for Glendale Unified School District from July 1, 2021 – June 30, 2022.

Rupe Consulting Services, LLC (RCS) will provide E-Rate assistance to the School/District as follows:

- 1) Prepare and file current 470, 471, 472, 486 and 500 forms for the school/district, meeting all of the E-Rate requirements and deadlines.
- 2) Notify school/district of E-Rate updates, changes and developments.
- 3) Work with the school/district to familiarize their staff with the E-Rate process.
- 4) Work with school/district to identify new products or services that they may want to include in new E-Rate applications.
- 5) Work with school/district to coordinate RFP or procurement process.
- 6) RCS does not provide legal services. RCS provides E-Rate technical and administrative services only.
- 7) RCS is not liable for any direct, indirect, incidental, special or consequential damages, including the loss of funding. In the event that the school/district wishes to discontinue E-Rate consulting services, RCS is not responsible, nor will we pay for the procurement or expense of substitute consulting services.
- 8) File Service Provider forms (i.e. Existing Services, Data Gathering Forms and Designation forms) with the vendors to request monthly credits or annual reimbursement checks.
- 9) Answer PIA (Program Integrity Assurance) questions from the Universal Service Administrative Company's Schools and Libraries Division (USAC/SLD) regarding current applications.
- 10) Prepare or assist preparing responses to other E-Rate forms or requests for information.
- 11) Assist school/district with previous years' applications and collection of past funding approvals not yet received.
- 12) File updates with service providers when school/district notifies RCS of new services.
- 13) File California Teleconnect Fund applications and updates when school provides new service information.
- 14) Term of Agreement:
The term of the Agreement shall be in effect beginning July 1, 2021 and ending June 30, 2022.
- 15) Termination of Agreement – Without Cause
The Client and/or Rupe Consulting Services, LLC may terminate this Agreement, without cause, at any time by submitting written notice to the other party. The written Notice of Termination must be received no less than Thirty (30) days prior to the desired date of Termination.
- 16) In the event that the Client terminates this Agreement without cause, the Client agrees to compensate Rupe Consulting Services, LLC for all work, service fees, and reimbursable expenses completed prior to the date of termination, and release RCS from all liability, claims and causes of action resulting from negligent acts or omissions of the Client, its agents and/or employees performed after the date of termination.

Glendale Unified School District will provide the following:

- 1) A signed and dated general Letter of Agency, required by USAC (attached).
- 2) A signed and dated AT&T Letter of Agency, if using their services (as needed).
- 3) Billing invoices and information in a timely manner, requested by Rupe Consulting Services, LLC (RCS) in order to submit E-Rate forms and answer SLD questions. RCS will not verify the accuracy of these documents or information and is basing applications on the information provided by the school/district.
- 4) A primary and secondary contact person with whom RCS will communicate.
- 5) Retain relevant information and records for ten years from the last day of service as stipulated by the USAC program.
- 6) The school/district will be billed twice a year: in October/November and April/May. There may be a third invoice for those services conducted after the April/May invoice is rendered until June 30, 2022. The District agrees to pay within 30 days or during the next scheduled check run for payment. Late fees will be assessed after 45 days.
- 7) The school/district understands that all E-Rate related documents needed for filing the Erate Form 470 and/or Form 471, including CALPAD's figures, school site addresses, Vendor Invoices, RFP information, Bid Selection Criteria, budget, Item 21 information and counter-signed contracts and any other relevant documentation are to be received in a timely manner prior to the Erate Window deadlines.
- 8) If the school/district or their Vendors have not provided the relevant documentation at least 2 weeks before the E-rate deadline, the school/district could be assessed an additional 10%.
- 9) There can be penalties charged if documentation is not provided in a timely manner. We do not guarantee that your Erate applications will be filed if the documents are received less than one week prior to the Erate Window close.

Fees:

<p>Category One Filing of 470, 471, 486, 500 and 472 forms and Consultation, PIA's, Appeals, other USAC Communications, CTF Applications, Vendor ESL, Data Gathering and Designation forms associated with Category One Services (Telecommunications and Internet access)</p>	<p>\$20,000 Per Year</p>	<p>July 1, 2021 - June 30, 2022</p>
<p>Category Two (Internal Connections, Basic Maintenance of Internal Connections, Managed Broadband) Any work associated with Category Two services, regardless of year, including 470, 471, 486, 500 and 472 forms, Consultation, PIA's, Appeals, other USAC Communications, Vendor Documentation, Data Gathering and Designation forms associated with Category Two Services</p>	<p>\$150 per Hour</p>	<p>July 1, 2021 – June 30, 2022</p>
<p>Extensive PIAs or Appeals, Payment Quality Assessment, Selective Reviews, Audits</p>	<p>\$150.00</p>	<p>Per Hour</p>
<p>RFP Assistance</p>	<p>\$150.00</p>	<p>Per Hour</p>
<p>Other requests from USAC or school/district</p>	<p>\$150.00</p>	<p>Per Hour</p>

This contract is in effect from July 1, 2021 until June 30, 2022.

Signature

Signature

Melodee Rupe
Name

Name

President
Title
Rupe Consulting Services, LLC

Title
Glendale Unified School District

Date

Date

Section II: (from the required E-Rate forms)

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

I certify that any FCC Form 470 and any applicable RFP will be/were available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be/were carefully considered and the bid selected will be for/was the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent, or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent, or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 or 486 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

The Funding Requests listed in this FCC Form 486 have been approved by USAC as shown in my Funding Commitment Decision Letter (FCDL). I have confirmed with the service provider(s) featured in those Funding Requests that these services will start on or before July 31 of the Funding Year.

I certify that the services listed on this FCC Form 486 have been, are planned to be, or are being provided to all or some of the eligible entities identified in the FCC Form 471 application(s) cited above. I certify that there are signed contracts covering all of the services listed on this FCC Form 486 except for those services provided under tariff or on a month-to-month basis. I certify that I am authorized to submit this receipt of service confirmation on behalf of the above-named Billed Entity; that I have examined this request; and that, to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

I certify that as of the date of the start of discounted services: a. the recipient(s) of service represented in the Funding Request Number(s) on this FCC Form 486 has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).

I certify that, in addition to the foregoing, this Billed Entity Applicant is in compliance with the rules and orders governing the schools and libraries universal service support program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

Regarding the Form 472 (Billed Entity Applicant Reimbursement Form-BEAR), the discount amounts listed represent charges for eligible services or equipment delivered to and used by eligible schools, libraries or consortia of those entities for educational purposes, on or after the service start date reported on the associated FCC Form 486.

The discount amounts listed on the BEAR form were already billed by the Service Provider and paid for by the Billed Entity Applicant on behalf of eligible schools, libraries, and consortia of those entities.

The discount amounts listed on the BEAR form are for eligible services and/or equipment approved by USAC pursuant to a Funding Commitment Decision Letter (FCDL)

To the best of my knowledge, these certifications are true.

Signature

Name

Title
Glendale Unified School District

Date

Section III.

(Please print on **school/district letterhead** and fill in blanks)

Date

To Whom It May Concern
Re: E-rate Letter of Agency

Glendale Unified School District authorizes Melodee Rupe, of Rupe Consulting Services, LLC and her staff to submit all FCC Erate forms and communications for the school/district for the time period of July 1, 2021 - June 30, 2022. Rupe Consulting Services, LLC and her staff should have access to all telecommunications records for this current and past E-rate funding years.

Sincerely,

(SIGNATURE)

Title
Contact Info

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 19

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Frank Schlueter, Director, Educational Technology & Information Services

SUBJECT: **Approval to Renew the Agreement to Live Stream Board Meetings with Studio Spectrum**

The Superintendent recommends that the Board of Education approve the live streaming renewal from Studio Spectrum for the 2021-2022 school year for a total amount of \$11,850.00 and will be funded by PEG funds.

Studio Spectrum has been live streaming GUSD Board meetings since the 2019-2020 school year. Using Studio Spectrum has provided several benefits, including cost savings, larger streamed image size at a higher resolution, on-demand video indexing, publishing and archiving services.

It is recommended to approve the renewal of the Studio Spectrum agreement, which includes streaming services for 30 meetings during the 2021-2022 school year for the total amount of \$11,850. Additional meetings can be streamed at a rate of \$395 per meeting.

TO SUPPORT BOARD PRIORITY No. 1:

Maximize Student Achievement – Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.



1056 North Lake St. * Burbank, California 91502
 (818) 843-1610 * Fax (818) 843-1145
 www.studiospectrum.com
 CA Contractor's License #996920

GUSD Web Streaming Services Proposal 2021-2022 School Year

Client:	Glendale Unified School District	Proposal #:	1691
	Educational Technology & Information Services		
	223 North Jackson Street	Date:	7/1/2021
	Glendale, California 91206	Consultant:	John Buckowski
Attn:	Frank Schlueter		Heather King
E-Mail:	FSchlueter@gusd.net	This quotation	
Phone:	(818) 241-3111 x1577	valid for 30 days	
Fax:			

ITM	QTY	Services Description	Per Meeting	Annual Estimate (Based on scheduling 30 meetings per year)
1	1	LIVE VIDEO STREAMING and ON-DEMAND VIDEO INDEXING; PUBLISHING and ARCHIVING SERVICES <i>Includes the following scope of services:</i>	\$395.00	\$11,850.00
2		Above streaming package for the 2021-22 school year budgeted for (30) meetings: (20 BOE Meetings, 5 LCAP Meetings, +5 Additional Meetings)	included	
3		The streaming media will consist of live and recorded public meetings, public information, and programming accessible from the GUSD website. Studio Spectrum shall create and maintain portal web pages. All video shall be available as streaming h.264 format suitable for mobile devices.	included	
4		Service must include storage and distribution management, continuous systems management, and technical support available 24 hours per day, seven days per week.	included	
5		Video and data archives will be maintained in multiple locations; in a vendor owned media vaults for public access, in at least one other media vault for use in the event of failure. On-demand archives must include unlimited public meeting content, unlimited storage and unlimited amount of other content. The live video stream will be provided through a Vendor owned encoder. The encoder application software must be Vendor provided, installed, and maintained.	included	
6		The service must include an automatically generated podcasting service whereby archives are available in a format such as MPEG-4 suitable for mobile devices. Podcast downloads must be available via an automatically generated RSS feed.	included	
7		Public meeting archives must include the ability to incorporate meeting agendas and the ability for users to jump to indexed locations in the video recordings that correspond to any agenda item. The service must include the marking and date/time stamp of the video index points both during encoding and the video has been recorded. Public meeting video archives must be automatically available to the public within six hours of meeting adjournment.	included	
8		Video streaming must provide for viewing of closed caption text outside of the Media Player frame when closed caption text is included in the broadcast. Associated agendas and closed captioning must be searchable through the web portal.	included	
9		Web portals must be made to appear similar to GUSD web pages. GUSD will provide graphics from their web site to support this.	included	



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GUSD Web Streaming Services Price List 2021-2022 School Year

Client:	Glendale Unified School District	Proposal #:	1691-A
	Educational Technology & Information Services		
	223 North Jackson Street	Date:	7/1/2021
	Glendale, California 91206	Consultant:	John Buckowski
Attn:	Frank Schlueter		Heather King
E-Mail	FSchlueter@gusd.net	This quotation	
Phone:	(818) 241-3111 x1577	valid for 30 days	
Fax:			

ITM	QTY	Services Description	Charge
1	1	Live Web Streaming, On-Demand Video Hosting, Meeting Page Creation, Agenda Item Indexing Per Meeting Charge	\$395.00
2	1	Live Web Streaming, On-Demand Video Hosting, Meeting Page Creation (no agenda indexing) Per Meeting Charge	\$235.00
3	1	Live Web Streaming (no video on demand, no indexing, no page creation. Code for an embeddable video window will be provided for placement on the GUSD website at no additional charge) Per Hour Charge	\$75.00
4	1	Custom Event Web Page Creation (This can be added on to item 3 if the district would prefer a hosted page for the video window instead of creating space for it on the GUSD website) Per Event Charge	\$125.00

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 20

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Authorization to Dispose of Surplus Property**

The Superintendent recommends that the Board of Education declare a test scorer machine located at Equity, Access, & Family Engagement department, and the attached list of old textbooks located at various school sites as obsolete and surplus, and authorize disposal in the most cost efficient and environmentally responsible manner.

TO SUPPORT 2020-2021 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.

List of Obsolete Textbooks

School Site:	Title of Book	Grade level(s) of book?	Quantity of Student Edition(s)	Quantity of Teacher's Edition(s)	ISBN Number for Student Edition(s)	ISBN Number for Teacher's Edition(s)	Publisher
Columbus Elementary School	California Vista	1	71	3	0-20-150508-X	0-02-150516-0	McGraw-Hill
Columbus Elementary School	California Vista	2	74	4	0-02-150509-8	0-02-150517-9	McGraw-Hill
Columbus Elementary School	California Vistas	3	73	5	0-02-150511-X	0-02-150518-7	McGraw-Hill
Columbus Elementary School	California Vistas	4	77	3	0-02-150512-8	0-02-150519-5	McGraw-Hill
Columbus Elementary School	California	1	71	4	0-20-150508-X	0-02-150516-0	McGraw-Hill
Columbus Elementary School	CALIFORNIA SCIENCE	2	75	4	0-02-150509-8	0-02-150517-9	McGraw-Hill
Columbus Elementary School	CALIFORNIA SCIENCE	3	70	4	0-02-150511-x	0-02-150518-7	McGraw-Hill
Columbus Elementary School	CALIFORNIA SCIENCE	4	80	3	0-02-150512-8	0-02-150519-5	McGraw-Hill
Crescenta Valley High School	American Anthem Modern American History		600	0	9.78003E+12	0	Holt
Crescenta Valley High School	Economics Principles & Practices		600	0	78606934	0	Glencoe
Crescenta Valley High School	World History The Modern World		350	0	131299778	0	Prentice Hall
Crescenta Valley High School	American Government		350	0	131335790	0	Prentice Hall
La Crescenta Elementary School	California Vistas	6	550	20	0-02-150512-8	0-02-150519-5	MacMillan/McGraw
Monte Vista Elementary School	California Vistas: California Communities	3	21	1	0-02-150511-x	0-02-150518-7	MacMillan McGraw Hill
Monte Vista Elementary School	California Vistas: Ancient Civilizations	6	4	6	0-02-150523-3	0-02-150514-4	Macmillan McGraw Hill
Monte Vista Elementary School	California Vistas:People and Places	2	63	2	0-02-150509-8	0-02-150517-9	Macmillan McGraw Hill
Monte Vista Elementary School	California Science	2	20	0	0-02-284376-0	0	MacMillan McGraw
Mountain Avenue Elementary School	Ancient Civilizations	6	46	4	21505144	21505233	McGraw Hill
Mountain Avenue Elementary School	People and Places	2	25	0	21505098	0	McGraw Hill
Mountain Avenue Elementary School	California Science	1	24	0	22843752	0	McGraw-Hill
Verdugo Academy	Literature/The American Experience	11	20	0	0-13-050289-8	0-13-050289-8	Prentice Hall
Verdugo Academy	Biology	12	15	0	0-13-201352-5	0-13-201352-5	Prentice Hall

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDER NO. 21

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Kristine Nam, Communications Director

SUBJECT: **Approval of Consultant Agreement with Trusted Messenger Marketing (TMM)**

The Superintendent recommends that the Board of Education approve the service agreement with Trusted Messenger Marketing for social media and online advertising in the amount of \$30,000 for the 2021-22 school year.

Service agreement with Trusted Messenger Marketing (TMM) will support the implementation of Board priorities to increase engagement and maintain district financial responsibility by assisting the District in executing a social media marketing strategy, growing the District's social media impact, and creating targeted social media campaigns to boost enrollment and promote available opportunities for employment.

TMM focuses primarily on messaging and targeted marketing to ensure the District is positioned ahead of social media conversations about key district initiatives, such as enrollment growth. Additionally, TMM provides social media training for the Public Information Office and school staff as needed.

The contract will not exceed 12 months or \$30,000. The contract includes a monthly staff fee plus a budget of up to \$1,200 per month for paid social media promotion and advertising. The contract is adjusted for the 2021-22 fiscal year to reduce the staff fee and allocate additional funds to targeted advertisements. This service is paid from the Unrestricted General Fund.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 2 and 4: Foster a positive culture of learning - increase parent and family engagement opportunities; and Maintain district financial responsibility.

GLENDALE UNIFIED SCHOOL DISTRICT

223 North Jackson Street

Glendale, CA 91206

(818) 241-3111

SERVICES AGREEMENT

This **Agreement** for Professional Services (“Agreement”) is made and entered into as of the 1st day of July, 2021 by and between the Glendale Unified School District, (“District”) and Trusted Messenger Marketing a corporation, whose place of business is Los Alamos [City], herein referring to as (“Contractor”), (together, “Parties”).

WITNESSETH: The parties do hereby contract and agree as follows:

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

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** Contractor shall commence providing services under this Agreement on July 1, 2021 and will diligently perform as required and complete performance by June 30, 2022 .
2. **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
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Non-collusion Declaration
- Tuberculosis Clearance

3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Thirty Thousand dollars (\$ 30,000.00) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

Note: Accounts Payable will not process payment until the services have been completed. 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, except as follows:

4.1. N/A

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
 - 8.1. **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.
 - 8.2. **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.
 - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 8.3.1. material violation of this Agreement by the Contractor; or
 - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the 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.

9. **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.

10. **Insurance.**

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

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	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**
 Commercial General Liability Insurance and Any Auto Automobile Liability

Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

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

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

10.2.1. 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."

10.2.2. 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.

10.2.3. 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.

10.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

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

12. **Compliance with Laws. Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **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.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **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).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **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.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **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 does 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 Insight'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.

21. **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: Public Information Office

Contractor:

Trusted Messenger Marketing
Box 227
Los Alamos, CA 93440
Attn: Brian Ross Adams

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.

22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
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.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
35. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
36. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. 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.
37. **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 Party'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 other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. 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 other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. 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. They 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.

38. **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.

SIGNATURE PAGE

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

Company Name Trusted Messenger Marketing

By: _____ President
Signature _____ Title: _____
Brian Ross Adams _____ Dated: _____, 2021
Print Name _____

By: _____ Chief Business & Financial Officer
Signature _____ Title: _____
Stephen Dickinson _____ Dated: _____, 2021
Print Name _____

*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;) 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.: 064-72-1339

Address: Box 227
Los Alamos, CA 93440

Telephone: 310-592-1799

Facsimile: _____

E-Mail: brian@trustedmessengermarketing.com

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

Employer Identification and/or
Social Security Number

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: _____ Date: _____

Print Name: Stephen Dickinson

Print Title: Chief Business & Financial Officer

ATTACHMENT A

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor's entire Proposal is not made part of this Agreement.

Contractor may provide the following General Services:

Social Media Management and Online Consulting

Social Media Promotion/Advertising

Including:

- Online Promotion of 3 Facebook and Instagram posts per week.

- Monthly Social Media "Lead Acquisition" and GUSD Awareness Ads.

- Monthly Analytic reporting (how many people saw your messaging, engagement rate, website visits)

- Regular Participation on Communications Calls when required.

- Collaborate on the development and implementation an AD Calendar around strategic GUSD objectives; enrollment, employment, list acquisition

- If needed, consultation on website and email program.

- General Consulting and strategy

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- 38.1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 38.2. 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: _____

Name of Contractor: Brian Ross Adams

Signature: _____

Print Name and Title: Brian Ross Adams, President

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor 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.

- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Brian Ross Adams

Title: President

Contractor's responsibility for background clearance extends to all of its 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.

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

Date: _____

Name of Contractor or Company: Trusted Messenger Marketing

Representative's Name and Title: Brian Ross Adams, President

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 Trusted Messenger Marketing, 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 _____ [date], at Los Alamos [city], CA _____ [state].

Signature

Brian Ross Adams

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 Trusted Messenger Marketing ("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:

- D The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 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 California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. 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

- D 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: _____
Name of Contractor: Brian Ross Adams
Signature: _____
Print Name and Title: Brian Ross Adams, President

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

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 22

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Debra Rinder, Executive Director, Special Education

SUBJECT: **Approval of Special Education Master Contracts With Non-Public Schools (NPS) And Non-Public Agencies (NPA)**

The Superintendent recommends that the Board of Education approve 2021-2022 master contracts between the District and state-certified non-public schools (NPS) and non-public agencies (NPA) that provide services to students in special education programs, as specified on each student's Individualized Education Plan (IEP).

Annually, the Foothill Special Education Local Planning Agency (SELPA) negotiates the terms of master contracts with providers that serve students in Los Angeles County. The following is a list of state-certified non-public agencies and non-public schools with which the Glendale Unified School District may contract for services for students in special education:

Non-Public Agencies

Autism Behavior Intervention
Autism Learning Partners
Autism Spectrum Therapies
Behavior Frontiers
Behavioral Learning Center
Building Block Resolutions
California Psychcare
California Unified Services Providers
C.A.R.D.
C.A.R.E., Inc.
Center for Developing Kids
Center for Vision Dev. Optometry
CIBA, Inc./LeafWing
Comprehensive Therapy Associates

Douglas Speech Associates
Haynes Family of Programs – S.T.A.R.
Academy
In Touch Behavioral Services
Holding Hands Pediatric Therapy
Lovaas Institute for Early Intervention
Inclusive Education & Community
Partnership
Maxim Healthcare Services
Professional Child Development Assoc.
Professional Tutors of America
REACH
Rosemary Johnson and Associates

Speech, Language and Educational
Associates
Pediatric Therapy Services, LLC dba
The Stepping Stones Group

Verdugo Hills Autism Project
Vista Psychological Center

Non-Public Schools

Almansor Center
Bayes Achievement Center, Inc.
Bridgeport
Cinnamon Hills Youth Crisis Center
Copper Hills Youth Center
Daniels Academy
Deveareux – Cloe Wallace
Deveareux – League City
Echo Center
Excelsior Youth Center
Genesee Lake School
Heritage Schools, Inc.
Hillside School and Learning Center
Hillsides Education Center
Logan River Academy
Marianne Frostig Center
Monarch
New Haven School

North Point School
Oak Grove Center
Project Six
Provo Canyon School
Sierra School of Alhambra
Solstice
STEM³ Academy
Summit View School
Sunrise School
The Academy for Advancement of
Children with Autism
The Help Group/North Hills Prep
Valley High School & Learning Center,
Inc. dba Dubnoff School
Villa Esperanza
Village Glen School
Westmorland Academy

The provision of special education services implemented by non-public agencies and schools are funded by state special education appropriations.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 23

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Marine Avagyan, Director, Equity, Access, and Family Engagement

SUBJECT: **Quarterly Uniform Complaint Report Summary, Williams Settlement Legislation**

The 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.

Recent 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, 2021, through June 30, 2021, is attached and will be sent to the Los Angeles County Office of Education (LACOE).

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; develop proactive health and safety procedures; and support physical, social, and emotional wellbeing.



**Los Angeles County
Office of Education**
Serving Students • Supporting Communities
Leading Educators

Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021

District Name: Glendale Unified

Date: July 6, 2021

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 16-Oct 2020 |
| <input type="checkbox"/> 2nd QTR | October 1 to December 31 | Due 15- Jan 2021 |
| <input type="checkbox"/> 3rd QTR | January 1 to March 31 | Due 16-Apr 2021 |
| <input checked="" type="checkbox"/> 4th QTR | April 1 to June 30 | Due 16-Jul 2021 |

Date for information to be reported publicly at governing board meeting: July 13, 2021

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. Vivian Ekchian

Signature of District Superintendent _____ Date _____

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoed.edu

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 24

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Marine Avagyan, Director, Equity, Access, & Family Engagement

SUBJECT: **Approval of the Services Agreement between Glendale Unified School District and The Southern CA Learning Corporation, dba Sylvan Learning Center**

The Superintendent recommends that the Board of Education approve the Services Agreement between Glendale Unified School District and The Southern CA Learning Corporation, dba Sylvan Learning Center, in the amount of \$30,000 to provide tutoring for identified refugee students.

Glendale Unified School District, in partnership with The Southern CA Learning Corporation, dba Sylvan Learning Center, will provide online tutoring for 30 potential K-12th grade identified refugee students eligible for this opportunity. Online tutoring services will be provided in English and mathematics. Sylvan will develop an individual Student Learning Plan based on results from the pre-test assessment and services will be offered 2-4 hours per week per student.

The contract period runs from July 16, 2021 - September 30, 2021. The cost for the online tutoring services is \$30,000, which will be covered by the Refugee School Impact Program (RSI) grant.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

GLENDALE UNIFIED SCHOOL DISTRICT

223 North Jackson Street
Glendale, CA 91206
(818) 241-3111

SERVICES AGREEMENT

This **Agreement** for Professional Services (“Agreement”) is made and entered into as of the 10th day of June, 2021 by and between the Glendale Unified School District, (“District”) and The Southern CA Learning Corp. dba Sylvan Learning Ctr., whose place of business is 2970 Huntington Drive, San Marino, CA 91108 herein referring to as (“Contractor”), (together, “Parties”).

WITNESSETH: The parties do hereby contract and agree as follows:

- 1. *Services Description.* CONTRACTOR will perform the services described in the “Scope of Work” attached hereto as Addendum A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Term.** Contractor shall commence providing services under this Agreement on July 16, 2021 and will diligently perform as required and complete performance by September 30, 2021.
- 2. **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:

- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements
- X W-9 Form
- X Non-collusion Declaration
- X Tuberculosis Clearance

- 3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Thirty thousand dollars (\$30,000.), which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

Note: Accounts Payable will not process payment until the services have been completed. 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, except as follows:
 - 4.1. N/A

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
 - 8.1. **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.
 - 8.2. **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.
 - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 8.3.1. material violation of this Agreement by the Contractor; or
 - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the 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.

9. **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.

10. **Insurance.**

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

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	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

10.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall

protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 10.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.
- 10.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 10.2.1. 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."
 - 10.2.2. 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.
 - 10.2.3. 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.
 - 10.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 10.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
11. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **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.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **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).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **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.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **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 Insight'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.

21. **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:

The Southern CA Learning Corp.
dba Sylvan Learning Ctr.
2970 Huntington Drive
San Marino, CA 91108
ATTN: Todd Crabtree

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.

22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
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.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
39. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
40. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. 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.
41. **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 Party'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 other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. 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 other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. 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. They 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.

42. **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.

SIGNATURE PAGE

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

Company Name The Southern CA Learning Corp. dba Sylvan Learning Ctr.

By: 
Signature

Title: Executive Director

Todd Crabtree
Print Name

Dated: 06/10/2021

By: _____
Signature

Title:

Dated:

*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;) 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.: _____

20-4020272

Employer Identification and/or
Social Security Number

Address: 2970 Huntington Drive

San Marino, CA 91108

Telephone: (818) 639-9692

Facsimile: (626) 956-0715

E-Mail: toddcrabtree@sylvansocal.com

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.

Type of Business Entity:

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

Glendale Unified School District

By: _____

Date: _____

Print Name: Dr. Kelly King

Print Title: ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES

Glendale Unified School District Service Agreement
Addendum A “Scope of Work”
For Refugee School Impact Program
July 16, 2021 – September 30, 2021
Provider: The Southern CA Learning Corp. dba Sylvan Learning Ctr.

FUNDING AND RELATED COSTS

- Approx # of students: 30
- Grades K-12
- Hourly Rate: \$54.00 (Contract \$30,000.)
- Total Hours: 18.51 hrs /student (May increase if reduced enrollment)
- Testing: Pre-Test will be billable as .5 hour of tutoring.
Post Tests will not be billed to the district.
- Frequency: 2-3 hrs / week
- Availability: Open Monday-Saturday / wk (closed for holidays only)
- Location of tutoring: Distance tutoring
- Transportation: As arranged by GUSD or parents
- Attendance Requirement: When a family schedules a pre-test, they are filling a spot. Parent is to notify Sylvan within 24 hours if an appointment will be missed or student will lose their spot and it will be given to the next student on the waiting list.

PROVIDER SERVICES

SylvanSync Program Details (K-12):

- Student Registration Form (required):
A 1-page parent survey / contact information form completed at Sylvan prior to Pre-Test.
- Learning Plan:
Sylvan will prepare an individual Student Learning Plan (SLP) based on a Pre- Test by way of The Sylvan Insight Assessment or Assessment of Student Achievement (ASA), information from the parents (including preferred subject) and input from GUSD teachers (when available)
 - The SLP for all SylvanSync Reading students (K-12) will include a scaled score and goals for the student
 - The SLP for all SylvanSync Math students (K-8) will include a scaled score and goals for the student
 - The SLP for high school math students may include a raw score based on the Assessment of Student Achievement (ASA).
- Post Test Results / Updated Learning Plan:
At the end of the program, Sylvan will provide a progress report to the district and parents citing progress in goals and Post Test results.
- The Programs will be delivered via iPad, Workbooks, Worksheets, books, and/or manipulatives which are directly aligned to the goals on the SLP

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing 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: 06/10//2021

Name of Contractor: The Southern CA Learning Corp. dba Sylvan Learning Ctr.

Signature: 

Print Name and Title: Todd Crabtree, Executive Director

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor 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.

- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Todd Crabtree

Title: Executive Director

Contractor's responsibility for background clearance extends to all of its 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.

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: 06/10/2021

Name of Contractor or Company: The Southern CA Learning Corp. dba Sylvan Learning Ctr.

Representative's Name and Title: Todd Crabtree, Executive Director

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 Executive Director of The Southern CA Learning Corp. DBA: Sylvan 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 06/10/2021, at 2970 Huntington Drive, San Marino, CA 91108



Signature

Todd Crabtree

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 Southern CA Learning Corp. DBA: Sylvan 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 49406.1 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 California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. 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: 06/10/2021

Name of Contractor: The Southern CA Learning Corp. dba Sylvan Learning Ctr.

Signature: 

Print Name and Title: Todd Crabtree, Executive Director

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

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 25

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Marine Avagyan, Director, Equity, Access and Family Engagement
Luz Zuluaga, Accounting Technician, Equity, Access and Family Engagement

SUBJECT: **Approval of the Consolidated Application (ConApp) for Federal Programs Under the Consolidated Application and Reporting System (CARS) for 2021-2022**

The Superintendent recommends that the Board of Education approve the Consolidation Application (ConApp) for federal programs under the Consolidated Application and Reporting System (CARS) for 2021-2022.

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute funds from various Federal programs to county offices, school districts, and charter schools throughout California. The ConApp also includes any applicable expenditure reports for existing programs. The system has two data collection reporting periods: Spring and Winter.

Every local educational agency (LEA) certifies the Spring Release data collections to document participation in Federal programs under the Every Student Succeeds Act (ESSA) and provides assurances that the LEA will comply with the legal requirements of each program.

The Spring data collection for the 2021-2022 application must be submitted by July 22, 2021, to indicate the Glendale Unified School District requests participation in Federal programs including: *Title I Part A, Basic Grant (Low-income/Low-achieving Students)*; *Title II, Part A (Teacher and Principal Training and Recruiting)*; *Title III, Part A (English Learners and Immigrant Children and Youth)*; and *Title IV, Part A (Student Support and Academic Enrichment Grants)*. The Winter Release of the application, to be certified by February 28, 2022, contains the LEA's entitlements for each funded program. Program entitlements are determined by formulas contained in the laws that created the programs.

Out of each Federal program entitlement, LEAs allocate funds for direct administration and indirect support costs for programs operated by the LEA and allocates funds to schools for programs operated at school sites. The application is submitted online through a web-based Consolidated Application Reporting System (CARS). Federal guidelines also allow local non-profit private schools to participate with the public school district in the Federal programs included in the application. School districts verify in the Spring reporting that required consultation with eligible non-profit private schools has taken place. The Spring submission of the Consolidated Application includes an assurance that the LEA has a Local Control and Accountability Plan (LCAP) and LCAP Federal Addendum, approved by the local governing board, to meet ESSA Local Agency Plan requirements.

The Consolidated Application (ConApp) must be submitted online to the California Department of Education (CDE) through the web-based Consolidated Application and Reporting System (CARS) for the district to receive funds from various Federal programs. The District is awaiting notification from CDE on when the application period will open and additional guidelines.

The current program entitlements are estimated by the District at the amounts described below and can be used to implement programs beginning July 1, 2021. These funds are contingent on the final State Budget, as well as program budgets, certifications, assurances, waivers at the District level, and individual school plans.

The ConApp requires the signature of the District Superintendent or a designee to certify that all applicable State and Federal rules and regulations will be met to the best of her knowledge, the information contained in the application is correct and complete, and that the LEA agrees to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in CDE's Federal Program Monitoring (FPM) procedures. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of the assurances are retained on site. The Superintendent certifies and accepts all assurances except for those for which a waiver has been obtained or requested. When applicable, a copy of all waivers or requests are kept on file.

For Title I, at least eighty-five percent of all entitlements or apportionments must be spent for direct services to students. No more than two percent of the Title III-English Learner allocation may be used for administrative cost in addition to the indirect cost for a fiscal year.

Participation of Nonprofit Private School Students

The ESEA Act mandates the elective participation of nonprofit private schools in the following Federal programs: Title I, Part A; Title II, Part A; and Title III, Part A, and Title IV, Part A.

The educational services that are provided must be equitable in comparison to services and other benefits for public school children, teachers, and other educational personnel participating in the program and shall be provided in a timely manner.

The District must hold an annual meeting to present information to all nonprofit private schools regarding their elective participation, including the Federal ESEA regulations and guidelines required by each program. Equitable services for private school students, teachers, and educational personnel must be developed in consultation with the official of the participating private schools. The consultation must be both timely and meaningful. Consultation must occur before GUSD makes any decision (such as ordering materials or hiring staff) that affects the opportunities of the private schools students, teachers or other educational personnel to participate, and must be based on a plan that addresses: how the students' needs will be identified; what services will be offered; how, where and by whom will the services be provided; how the services will be assessed and how the results of the assessments will be used to improve those services; the size and scope of the equitable services to be provided to the eligible private school students, teachers, and other educational personnel and the amount of funds available for those services; and how and when will the District make decisions about the delivery of services, including a thorough consideration and analysis of the views of private schools officials on the provision of contract services through potential third-party providers. GUSD may request documentation, as needed, from private school officials that enables the District to identify students who are eligible under the applicable ESEA program and the appropriate services that meet the needs of those private school students and their teachers. However, the request for documentation should not constitute an administrative barrier that is inconsistent with the District's responsibility to ensure equitable participation of private school students, teachers, and other educational personnel.

Federal Program Descriptions

Title I, Part A: Helping Disadvantaged Children

Title I, Part A is a Federal program to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum,

proficiency on challenging state academic achievement standards and state academic assessments.

Title I, Part A provides supplemental Federal funds that are intended to close the achievement gap for children in schools with the highest concentration of children from low-income families. Schools eligible for Title I funds must conduct a needs assessment and develop a plan that incorporates evidence-based strategies that will support students in meeting the state expectations.

GUSD has ten elementary, three middle, and four high schools that operate as Title I Schoolwide Programs (SWP), integrating programs, strategies, and resources to support schoolwide reform in all areas of instruction and services as determined through the development of their School Plan for Student Achievement (SPSA). GUSD operates one Targeted Assistance program (TAS) at Jewel City. Any private schools that elect to participate in Title I, Part A, operate as a Targeted Assistance (TAS) program.

The preliminary Title I program funding for the District will be approximately \$5,561,624. Per Federal guidelines, the District will distribute funds according to the poverty level at each school as determined through the district methodology.

An additional requirement of Title I, Part A program is the 1% reservation of the total allocation to provide comparable services to homeless children and to ensure that each homeless child and youth has equal access to the same free and appropriate public education, including a public preschool education, as provided to all children and youth.

Title II, Part A: Teacher Quality

A Federal program that increases student academic achievement through strategies such as improving teacher and principal quality and effectiveness, increasing the number of teachers and principals who are effective in improving student academic achievement in the classroom, and providing low-income and minority students greater access to effective teachers, principals and school leaders.

These Federal funds may be used to provide professional development for teachers and administrators; to reduce class size; to recruit teachers for children with special needs; and to recruit qualified paraprofessionals and teachers from underrepresented populations. The District continues to use these funds to hire teachers to reduce the class size in grades K-3 and grade 9. The District expects to receive approximately \$739,382.00, and all services are overseen and monitored centrally.

Nonprofit private schools that elect to participate in Title II, Part A are provided with a timely and meaningful consultation. When requested, the District provides services to teachers in private schools that are comparable to those for teachers in the District. The District maintains the written affirmations signed by officials of each participating private school as evidence that the consultation occurred.

Title III, Part A: Program for English Learner Students

A Federal program to provide supplementary programs and services to English learners (ELs). The purpose of the subgrant is to assist ELs to achieve high levels in academic subjects and achieve academic standards; assist teachers, principals and school leaders in developing and sustaining effective language instruction programs; and promoting parental, family and community participation in language instructional programs for families of English learners.

Per CALPADS, as of October 7, 2020, the District EL population was 5,448, with an estimated total funding of \$623,251. It is estimated that the District will receive approximately \$114.40 per each EL for the 2021-2022 school year.

Title III, Part A: Program for Immigrant Students

A Federal program to provide supplementary programs and services to eligible immigrant students. The purpose of the subgrant is to assist immigrant students to acquire English and achieve grade-level and graduation standards.

LEAs must have a minimum of 21 eligible immigrant students and experienced a one percent or greater growth in the enrollment of eligible immigrant students in 2020 as compared to the average of the eligible immigrant enrollments of 2019 and 2018 are eligible to apply. Immigrant student enrollment for 2021 is taken from the Fall 2020 California Longitudinal Pupil Achievement Data System (CALPADS) data collections.

For the past two years, per CALPADS, the District was not eligible for this funding based on CDE's minimum 2% growth requirement. With the reduction of the requirement to 1% minimum growth, the data is being reviewed to determine whether the District is eligible for funding in 2021-2022.

CALPADS Data Collection	Number of Immigrant Students
October 2016	2,023
October 2017	2,193
October 2018	1,859

October 2019	1,698
October 2020	1,398

Title IV, Part A: Student Support and Academic Enrichment Grants

A Federal program to provide all students access to a well-rounded education; improve school conditions for learning; and improve the use of technology in order to improve the academic achievement and digital literacy of all students.

The California Department of Education estimated funding for the 2021-22 of \$426,294.

School Site Responsibilities

Each school receiving Federal Funds through the Consolidated Application is required to have a comprehensive school plan known as the School Plan for Student Achievement (SPSA) describing strategies and activities to improve student achievement and close achievement gaps to ensure all students meet state standards. Supplementary services are provided by these programs to support the District’s core program. Title I funded schools operating Schoolwide programs must address the components described in ESSA, Title I, section 1114, including a comprehensive needs assessment. Based on the school’s comprehensive needs assessment and comprehensive school plan, schools may use funds to provide additional direct instructional support services, supplemental materials and equipment, professional development, and parent/community engagement activities. Title I funded schools must develop, with involvement of parents, a Parent and Family Engagement policy addressing specific requirements including how the school will ensure meaningful involvement of parents and build the capacity of staff and parents to support partnerships to support student achievement. The policy must be distributed to parents of participating students. Each school's School Site Council (SSC) is required to provide input, assist in the plan/budget development, and recommend to the Board annually for approval of the planned program activities and budgets as part of the SPSA. The Director of the Equity, Access, and Family Engagement Department and her team review program regulations and guidelines with all administration, site staff, and School Site Councils to ensure appropriate planning, implementation and evaluation and to maintain compliance for each program. All site plans are reviewed for compliance along with goals and activities to improve student achievement and family engagement before being forwarded to the Board for approval.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; develop proactive health and safety procedures; and support physical, social, and emotional wellbeing.

TO SUPPORT 2020-2021 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.



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

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Legal Assurances
June 7, 2021

Consolidated Categorical Aid Programs, Program Year 2021–22

The applicant agency, by signature of its authorized representative (district superintendent or designee) on the Certification of Assurances or on the first page of the application, hereby assures the California State Board of Education that the agency will adhere to the following legal assurances.

General Assurances

1. Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 1, Subchapter 4 (commencing with §30) of Division I of Title 5, California Code of Regulations (5 CCR).
2. Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the local educational agency (LEA) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the California Education Code (EC), as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
3. Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
4. Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
5. Programs and services for individuals with disabilities are in compliance with the disability laws. (Public Law (PL) 105-17; 34 Code of Federal Regulations (34 CFR) 300, 303; and Section 504 of the Rehabilitation Act of 1973)
6. When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321; PL 114-95, §1118(b)(1))

7. All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
8. Schoolsite councils have developed and approved a School Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (EC §64001)
9. LEAs using their own school planning template in place of the SPSA have ensured that the content meets the statutory requirements of schoolwide programs and school improvement (comprehensive support and improvement, targeted support and improvement, and additional targeted support and improvement) under the Every Student Succeeds Act, as applicable. (EC §64001; 20 USC §6311; PL 114-95, §1111(d)(1)(2))
10. The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (5 CCR, §4202)
11. The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 CFR 76.722, 76.730, 76.731, 76.760; 2 CFR 200.333)
12. The local governing board has adopted written procedures to ensure prompt response to complaints within 60 calendar days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR, §4600 et seq.)
13. The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 CFR Part 82.
14. The LEA has complied with the certification requirements under 34 CFR Part 84 regarding debarment, suspension and other requirements for a drug-free workplace. (34 CFR Part 84)

15. The LEA will provide the certification on constitutionally protected prayer. (20 USC §7904; PL 114-95, §8524(b))
16. The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320; PL 114-95, §1117(d)(1))
17. The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846; PL 114-95, §8306(a)(3)(A-B))
18. The LEA will participate in the California Assessment of Student Performance and Progress. (EC §60640, et seq.)
19. The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (EC §45344(a))
20. The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of EC Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (EC §§11502, 11504)
21. Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (5 CCR §3942)
22. The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (United States Constitution, Fourteenth Amendment; California Constitution, Article 1, §7; California Government Code §§11135-11138; 42 USC §2000d; 5 CCR, §3934)

23. Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (EC §62002; 5 CCR, §§3944, 3946)
24. At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (EC §63001; 5 CCR, §3944(a)(b))
25. State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (EC §48438)
26. Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.
27. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," October 1, 2009.
28. The Federal grant sub recipient has complied with the Federal Funding Accountability and Transparency Act, as defined in 2 CFR Part 25 (PL 109-282; PL 110-252) regarding the establishment of a Data Universal Numbering System (DUNS) number and maintaining a current/active registration in the System for Award Management web page at <https://www.sam.gov/SAM/>.

Local Educational Agency Plan General Assurances

Any applicant, other than a State educational agency (SEA) that submits plan or application under this Act, shall have on file with the SEA a single set of assurances, applicable to each program for which a plan or application is submitted, that provides that—

1. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications. (20 United States Code (USC) §7846, Public Law (PL) 114-95, §8306(a)(1))
2. (a) The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in an eligible private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and
(b) The public agency, eligible private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes. (20 USC §7846, PL 114-95, §8306(a)(2))
3. The applicant will adopt and use proper methods of administering each such program, including—
 - a. The enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
 - b. The correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. (20 USC §7846, PL 114-95, §8306(a)(3))
4. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the SEA, the Secretary, or other federal officials. (20 USC §7846, PL 114-95, §8306(a)(4))
5. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to the applicant under each such program. (20 USC §7846, PL 114-95, §8306(a)(5))
6. The applicant will—
 - a. Submit such reports to the SEA (which shall make the reports available to the Governor) and the Secretary as the SEA and Secretary may require to enable the SEA and the Secretary to perform their duties under each such program; and
 - b. Maintain such records, provide such information, and afford such access to the records as the SEA (after consultation with the Governor) or the Secretary may reasonably require to carry out the SEAs or the Secretary's duties. (20 USC §7846, 114-95, §8306(a)(5))

7. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment. (20 USC §7846, PL 114-95, §8306(a)(7))
8. Each LEA requesting funds shall provide an assurance that it is in compliance with State law requiring LEA's to expel from school for a period of not less than one year a student who is determined to have brought a firearm to a school, or to have possessed a firearm at a school. State law shall allow the chief administering officer or a LEA to modify such expulsion requirement for a student on a case-by-case basis if such modification is in writing. (20 USC §7961; PL 114-95, §8561(d)(1))
9. Each grantee receiving funds under this Act understands the importance of privacy protections for students and is aware of the responsibilities of the grantee under section 444 of the General Education Provisions Act (20 U.S.C. 1232g) (commonly known as the "Family Education Rights and Privacy Act of 1974"). (20 USC §7928; PL 114-95, §8548)

Title I, Part A, Local Educational Agency Plan Assurances

Each local educational agency (LEA) plan shall provide assurances that the LEA will—

1. Ensure that migratory children and formerly migratory children who are eligible to receive services under this part are selected to receive such services on the same basis as other children who are selected to receive services under this part. (20 United States Code (USC) §6312; Public Law (PL) 114-95, §1112(c)(1))
2. Provide services to eligible children attending private elementary schools and secondary schools in accordance with ESEA §1117, and timely and meaningful consultation with private school officials regarding such services. (20 USC §6312; PL 114-95, §1112(c)(2))
3. Participate, if selected, in the National Assessment of Educational Progress in reading and mathematics in grades 4 and 8 carried out under section 303(b)(3) of the National Assessment of Educational Progress Authorization Act (20 USC §9622(b)(3)). (20 USC §6312; PL 114-95, §1112(c)(3))
4. Coordinate and integrate services provided under this part with other educational services at the LEA or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program. (20 USC §6312; PL 114-95, §1112(c)(4))
5. Collaborate with the state or local child welfare agency to—
 - a. designate a point of contact if the corresponding child welfare agency notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA; and
 - b. by not later than 1 year after the date of enactment of the Every Student Succeeds Act, develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care, which procedures shall—
 - i. ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 USC §675(4)(A)); and
 - ii. ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if;
 - A. the local child welfare agency agrees to reimburse the LEA for the cost of such transportation;
 - B. the LEA agrees to pay for the cost of such transportation; or
 - C. the LEA and the local child welfare agency agree to share the cost of such transportation. (20 USC §6312; PL 114-95, §1112(c)(5))

6. Ensure that all teachers and paraprofessionals working in a program supported with funds under this part meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification. (20 USC §6312; PL 114-95, §1112(c)(6))
7. In the case of an LEA that chooses to use funds under this part to provide early childhood education services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act (42 USC §9836a(a)). (20 USC §6312; PL 114-95, §1112(c)(7))
8. At the beginning of each school year, parents shall be notified of their right to request, and the LEA will provide in a timely manner upon request, information regarding classroom teachers' professional qualifications. Additionally, a school that receives funds shall provide timely notice that the student has been assigned, or has been taught for 4 or more consecutive weeks by, a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned. (20 USC §6312; PL 114-95, §1112(e)(1)(A), §1112(e)(1)(B)(ii))

Title I, Part A, Comparability Assurances

1. Each local educational agency (LEA) shall be considered to have met the requirements of comparability of services if the LEA has filed with the State educational agency a written assurance that such LEA has established and implemented (20 United States Code (USC) §6321; Public Law (PL) 114-95, §1118(c)(2)(A))—
 - i. a LEA-wide salary schedule;
 - ii. a policy to ensure equivalence among schools in teachers, administrators, and other staff; and
 - iii. a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies.
2. For the purpose of this subsection, in the determination of expenditures per pupil from State and local funds, or instructional salaries per pupil from State and local funds, staff salary differentials for years of employment shall not be included in such determinations. (20 USC §6321; PL 114-95, §1118(c)(2)(B))
3. A LEA need not include unpredictable changes in student enrollment or personnel assignments that occur after the beginning of a school year in determining comparability of services under Title I. (20 USC §6321; PL 114-95, §1118(c)(2)(C))

Title I, Part A, Education for Children in Foster Care Assurances

1. Foster youth referred in the following assurances are defined as youth under the care and placement of Title IV-E agency which includes Child Welfare and Probation. (Welfare and Institutions Code §11400(k); Title 45 Code of Federal Regulations §1355.20(a))
2. The local educational agency (LEA) will enroll foster youth or allow the foster youth to remain in their school of origin, unless a determination is made that it is not in the child's best interest to attend that school. Best interest factors include, but are not limited to, appropriateness of the current educational setting and proximity to the school in which the child is enrolled at the time of placement. (20 United States Code (USC) §6311; Public Law (PL) 114-95, §1111(g)(1)(E)(i))
3. LEAs will ensure that if a determination is made that it is not in the student's best interest to remain in the school of origin, the student will be immediately enrolled in a new school, even if the child is unable to produce records normally required for enrollment. (20 USC §6311; PL 114-95, §1111(g)(1)(E)(ii))
4. LEAs will immediately contact the school of origin to obtain relevant academic and other records. (20 USC §6311; PL 114-95, §1111(g)(1)(E)(iii))
5. LEAs will designate a point of contact (POC) if the corresponding child welfare agency notifies the LEA in writing that it has designated an employee to serve as a POC for the LEA. (20 USC §6311; PL 114-95, §1112 (c)(5)(A))
6. LEAs will collaborate with the state or local child welfare agency to, by not later than 1 year after the date of enactment of the Every Student Succeeds Act, develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care, which procedures shall:
 - i. ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 USC §675(4)(A)); and
 - ii. ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if;
 - I. the local child welfare agency agrees to reimburse the LEA for the cost of such transportation;
 - II. the LEA agrees to pay for the cost of such transportation; or
 - III. the LEA and the local child welfare agency agree to share the cost of such transportation. (20 USC § 6312; PL 114-95; §1112(c)(5)(B))

Title I, Part A, Title X, Part C, Education for Homeless Children and Youths Assurances

1. The local educational agency (LEA) shall reserve Title I, Part A funds as are necessary to provide comparable services to homeless children and youths that assist them to effectively take advantage of educational opportunities as provided to children in schools funded under Title I, Part A. These comparable services shall be provided to homeless children and youths in public schools, shelters and other locations where children may live, institutions for neglected children and, where appropriate, local institutions such as local community day school programs. (20 United States Code (USC) §6313; Public Law (PL) 114-95, §1113(c)(3)(A))
2. This reservation requirement is not formula driven. The method of determination of such funds shall be determined;
 - i. Based on the total allocation received by the LEA; and
 - ii. Prior to any allowable expenditure or transfers by the LEA. (20 USC §6313; PL 114-95, §1113(c)(3)(B))
3. LEAs will demonstrate coordination with the McKinney-Vento Homeless Assistance Act. (20 USC §6312; PL 114-95, §1112(a)(1)(B))
4. Each LEA plan shall describe the services the LEA will provide homeless children and youths, including services provided with funds reserved to support the enrollment, attendance, and success of homeless children and youths. (20 USC §6312; PL 114-95, §1112(b)(6))
5. LEAs will adopt policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless. (42 USC §11432; PL 114-95, §722(g)(1)(J)(i))
6. LEAs will designate an appropriate staff person, able to carry out the duties described in 42 USC §11432(g)(6), and as an LEA liaison for homeless children and youths, will fulfill their required duties and ensure equal access to a free, appropriate public education for homeless children and youths. (42 USC §11432; PL 114-95, §722(g)(1)(J)(ii))
7. LEAs will adopt policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin, in accordance with the following, as applicable:
 - i. If the child or youth continues to live in the area served by the LEA in which the school of origin is located, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the LEA in which the school of origin is located, or
 - ii. If the child's or youth's living arrangements in the area served by the LEA of origin terminate and the child or youth, though continuing the child's or youth's

education in the school of origin, begins living in an area served by another LEA, the LEA of origin and the LEA in which the child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child or youth with transportation to and from the school of origin. If the LEAs are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally. (42 USC §11432; PL 114-95, §722(g)(1)(J)(iii))

8. LEAs will adopt policies and practices to ensure participation by LEA liaisons in professional development and other technical assistance activities, as determined appropriate by the State Coordinator. (42 USC §11432; PL 114-95, §722(g)(1)(J)(iv))

Title II, Part A, Supporting Effective Instruction Assurances

1. The local educational agency (LEA) will conduct meaningful consultation with teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in a LEA that has charter schools), parents, community partners, and other organizations or partners. The results will be used to create a plan that describes the LEA's system of professional growth and improvement, how the LEA prioritizes funds for activities under section 1111(d) and section 1124(c), and how the LEA uses data and ongoing consultation to continually update and improve its plan. The LEA shall coordinate the activities under this part with other related strategies, programs, and activities being conducted in the community. (20 United States Code (USC) §6612; Public Law (PL) 114-95, §2102(b)(2)(B), 2102(b)(2)(C), 2102(b)(2)(D), §2102(b)(3)(A), §2102(b)(3)(C))
2. The LEA will comply with the requirements regarding participation by private school children and teachers. (20 USC §6612; PL 114-95, §2102(b)(2)(E))
3. The LEA will coordinate professional development activities authorized under this part with professional development activities provided through other Federal, State, and local programs. (20 USC §6612; PL 114-95, §2102(b)(2)(F))
4. The programs and activities described in the LEA plan will be in accordance with the purpose of Title II, Part A and address the learning needs of all students, including children with disabilities, English learners, and gifted and talented students in accordance with the type of activities authorized under this Section. (20 USC §6613; PL 114-95, §2103(b))
5. The LEA plan shall describe how the LEA will identify and address any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers. (20 USC §6312; PL 114-95, §1112(b)(2))
6. The LEA will use funds to meet the requirements contained in Title II, Part A, and all other applicable provisions of the ESEA as amended by the Every Student Succeeds Act; funds made available under Title II, Part A shall be used to supplement, and not supplant, non-Federal funds that would otherwise be used for activities authorized under Title II, Part A. The LEA will submit necessary documentation of compliance with requirements upon request to the California Department of Education. (20 USC §6613, 20 USC §6614, 20 USC §6691; PL 114-95, §2103(b), §2104(b), §2301)
7. The LEA will ensure that all teachers and paraprofessionals working in a program supported with funds under this part meet applicable State certification and licensure requirements, including any requirements for certification obtained

through alternative routes to certification. (20 USC §6312(c)(6); PL 114-95, §1112(c)(6))

Title III English Learner and Immigrant Student Program Subgrant Assurances

Assurances from the Elementary and Secondary Education Act, as Amended by the Every Student Succeeds Act (ESSA):

1. The local educational agency (LEA) will use ESSA Title III, Part A funds according to the purposes of the ESSA. (20 United States Code (USC) §§6812, 6825; Public Law (PL) 114-95, §3102)
2. The LEA agrees to expend the funds to improve the education of English learner (EL) students and immigrant children and youth by assisting them to learn English and meet the challenging State academic standards. In carrying out activities with such funds, the eligible entity shall use effective approaches and methodologies for teaching EL and immigrant children and youth. (20 USC §6825; PL 114-95, §3115(a))
3. ESSA Title III funds shall be used so as to supplement the level of federal, state, and local public funds that, in the absence of such availability, would have been expended for programs for EL students and immigrant children and youth, and in no case to supplant such federal, state, and local public funds. (20 USC §6825; PL 114-95, §3115(g))
4. The LEA will submit an updated Local Control and Accountability Plan Federal Addendum that addresses Title III provisions of the state and ESSA, Title III Section 3116 (20 USC §6826; PL 114-95, §3116). The LEA shall provide to the California Department of Education a proposed budget per the Title III program requirements, as part of the Consolidated Application. (20 USC §§6824, 6825, 6826; PL 114-95, §§3114, 3115, 3116)
5. The LEA shall consult with appropriate private school officials in a timely and meaningful manner to provide Title III, Part A equitable services to eligible EL and Immigrant students attending private schools located within the LEA's geographical boundaries. (20 USC §7881; PL 114-95, §8501(c))

Title III English Learner Student Program Subgrant Assurances

Assurances from the Elementary and Secondary Education Act, as Amended by the Every Student Succeeds Act (ESSA):

1. The local educational agency (LEA) receiving Title III English Learner (EL) funds agrees to use the funds to increase the English language proficiency and academic proficiency of ELs, provide effective professional development, and other effective activities and strategies that enhance or supplement language instruction educational programs including, but not limited to implementation of effective parent, family, and community engagement activities and strategies for ELs. (20 United States Code (USC) §6825; Public Law (PL) 114-95, §3115 (c)) Subject to this subsection, the LEA also may use the funds to achieve any of the required and authorized activities described in 20 USC §6825(c)(d).
2. The LEA may use no more than 2 percent of the EL program subgrant for administrative costs and indirect costs for a fiscal year. (20 USC §6825; PL 114-95, §3115(b))
3. The LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs. A list of approved indirect cost rates is available on the California Department of Education (CDE) Indirect Cost Rates (ICR) web page at <https://www.cde.ca.gov/fq/ac/ic/>.
4. The LEA is not in violation of any state law, including State constitutional law, regarding the education of EL, consistent with 20 USC §6826; PL 114-95, §3116(b)(4)(B).
5. The LEA shall provide the CDE with a report every fiscal year addressing all elements under 20 USC §6841; PL 114-95, §3121(a).
6. The LEA assures that it annually assesses the English proficiency of all EL students enrolled in their schools using the state's English language proficiency assessment. (20 USC §6311; PL 114-95, §1111(b)(2)(G)(i))

Title III Immigrant Student Program Subgrant Assurances

Assurances from the Elementary and Secondary Education Act, as Amended by the Every Student Succeeds Act (ESSA):

1. Each local educational agency (LEA) receiving funds under 20 United States Code (USC) §6825(e)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include:
 - a. Family literacy, parent and family outreach, and training activities designed to assist parents and families to become active participants in the education of their children;
 - b. Recruitment of, and support for personnel, including teachers and paraprofessionals who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
 - c. Provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth;
 - d. Identification, development, and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with awarded funds;
 - e. Basic instructional services that are directly attributable to the presence of immigrant children and youth in the LEA involved, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as directly attributable to such additional instructional services;
 - f. Other instructional services that are designed to assist immigrant children and youth to achieve in elementary and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and
 - g. Activities, coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents and families of immigrant children and youth by offering comprehensive community services. (20 USC §6825; Public Law 114-95, §3115(e))
2. Recommended direct administration expenses for a fiscal year may not exceed 2 percent of such funds for the cost of administering the program. (20 USC §6825; Public Law 114-95, §3115(b))
3. LEAs are authorized to assess approved indirect costs to the portion of the subgrants that is not reserved for direct administrative costs. A list of approved indirect cost rates is available on the California Department of Education Indirect Cost Rates web page at <https://www.cde.ca.gov/fg/ac/ic/>.

General Requirements for English Learner Student Programs

1. A Home Language Survey (HLS) is used at the time of initial enrollment to determine the student's primary language, and within 30 calendar days of initial enrollment, each student whose HLS indicates a language other than English, is assessed for English proficiency by means of the state-designated instrument. (California Education Code (EC) §313, 60810; Title 5, California Code of Regulations (5 CCR) §11307(a); 20 United States Code (USC) §6312; Public Law (PL) 114-95, §1112(e)(3)(A)(i))
2. All English learners (ELs) are annually assessed for English language proficiency until the pupil is reclassified as fluent English proficient (FEP). The assessment used must be aligned with the State's English language development standards. (20 USC §6312; PL 114-95, §1112(e)(3)(A)(i); EC §313, §60810[c][5], §60810[e][7])
3. All parents of EL and FEP students are notified in writing of their child's English language proficiency assessment results. (20 USC §6312; PL 114-95, §1112[e][3][A][ii])
4. The LEA provides each EL a program of instruction in English-language development in order to develop proficiency in English as effectively and efficiently as possible. (20 USC §6825; PL 114-95, 3115(c)(1)(A); EC §305, §306, § 310; 5 CCR §11302(a); *Castañeda v. Pickard* (5th Circuit (Cir.) 1981) 648 F.2d 989)
5. The LEA provides all ELs access to the content and performance standards for their respective grade levels or the LEA has a plan that describes how academic deficits will be monitored and overcome within a reasonable time before such deficits become irreparable. (20 USC §6825; PL 114-95, 3115 (c)(1)(B); EC §305(a), 5 CCR §11302(b); *Castañeda v. Pickard* (5th Cir. 1981) 648 F.2d 989)
6. The Individualized Education Program team determines placement of each student with disability, regardless of language proficiency. (20 U.S.C. §1414(d)(A)(B), §1414(d)(3)(B)(ii))
7. The LEA will assign an adequate number of qualified teachers to implement the required English-language development instruction and all other academic areas of the curriculum. (20 USC §6826; PL 114-95, §3116(c); EC §44253.1, §44253.2, §44253.3, §44253.10; *Castañeda v. Pickard* (5th Cir. 1981) 648 F.2d 989)
8. The LEA provides a staff development program to qualify existing and future personnel (both teachers and paraprofessionals) in the skills necessary to help each EL learn English and access to the content and performance standards for their respective grade levels. (20 USC §6825; PL 114-95, §3115(c)(2); *Castañeda v. Pickard* (5th Cir. 1981) 648 F.2d 989)

9. The LEA provides adequate basic and supplemental resources to each EL with learning opportunities in an appropriate program providing equal opportunity for academic achievement across the core curriculum, including classes necessary to complete graduation requirements. (20 USC §1703(f); *Castañeda v. Pickard* (5th Cir. 1981) 648 F.2d 989)
10. The LEA uses verifiable criteria consistent with EC §313(f) that have been established by the district, if ELs are enrolled, to change a student's designation from EL to reclassified fluent English proficient (RFEP) status. Each former EL who has been RFEP has:
 - a. demonstrated English language proficiency comparable to that of the average native speakers; and
 - b. participated equally with average native speakers in the school's regular instructional program. (20 USC §1703(f); *Gomez v. Illinois State Board of Education* (7th Cir. 1987) 811 F.2d, *Castañeda v. Pickard* (5th Cir. 1981) 648 F.2d 989); and *Keyes v. School Dist. No. 1* (D. Colo. 1983) 576 F. Supp. §§1503, 1516-1522; 5 CCR §§11302, 11303(d))
11. The LEA meets the requirements of EC §62002.5 regarding the advisory functions of the LEA and school committees on services for ELs.
12. The LEA establishes and implements a process and criteria to determine the effectiveness of the program(s) for ELs. (20 USC §1703(f), 6841; *Castañeda v. Pickard* (5th Cir. 1981) 648 F.2d 989)
13. Upon submission of the Title III EL and Immigrant Student subgrant application on the Consolidated Application and Reporting System (CARS), LEAs acknowledge responsibility for accuracy of all data and narrative information submitted to the California Department of Education (CDE).
14. Acceptance of the CARS application by the CDE does not:
 - a. constitute approval or validation of the information provided, or acceptance of that information for purposes of satisfying any outstanding corrective actions under program determination letters or program monitoring reports; or
 - b. limit or compromise in any way the CDE's ability to conduct audits, investigations, or program monitoring in connection with the information provided in your application and then secure any needed corrective actions.

Title IV, Part A Student Support and Academic Enrichment Assurances

1. Each local educational agency (LEA) or consortium of such agencies shall include assurances that it will prioritize the distribution of funds to schools served by the LEA, or consortium of such agencies, that—
 - i. are among the schools with the greatest needs, as determined by such LEA, or consortium;
 - ii. have the highest percentages or numbers of children counted under section 1124(c);
 - iii. are identified for comprehensive support and improvement under section 1111(c)(4)(D)(i);
 - iv. are implementing targeted support and improvement plans as described in section 1111(d)(2); or
 - v. are identified as a persistently dangerous public elementary school or secondary school under section 8532. (20 United States Code (USC) §7116; Public Law (PL) 114-95, §4106(e)(2)(A)(i-v))
2. The LEA, or consortium will comply with section 8501 (regarding equitable participation by private school children and teachers). (20 USC §7116; PL 114-95, §4106(e)(2)(B))
3. The LEA, or consortium of such agencies, will use not less than 20 percent of funds received under this subpart to support one or more of the activities authorized under section 4107. (20 USC §7116; PL 114-95, §4106(e)(2)(C))
4. The LEA, or consortium of such agencies, will use not less than 20 percent of funds received under this subpart to support one or more activities authorized under section 4108. (20 USC §7116; PL 114-95, §4106(e)(2)(D))
5. The LEA, or consortium of such agencies, will use a portion of funds received under this subpart to support one or more activities authorized under section 4109(a), and will comply with section 4109(b). (20 USC §7116; PL 114-95, §4106(e)(2)(E))
6. The LEA, or consortium of such agencies, will annually report to the State for inclusion in the report described in section 4104(a)(2) how funds are being used under this subpart to meet the requirements of subparagraphs (C) through (E). (20 USC §7116; PL 114-95, §4106(e)(2)(F))

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 26

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Chris Coulter, Director, Teaching & Learning

SUBJECT: Approval of Revision to Board Policy 6112 – School Day

The Superintendent recommends that the Board of Education approve revisions to Board Policy (BP) 6112 (School Day) as recommended by the California School Board Association (CSBA) and to comply with Education Code and federal and state laws.

BP 6112 - School Day

CSBA Update: April 2013

Last GUSD Update: May 2021

The Board of Education approved revisions to Board Policy 6112 on May 25, 2021, which set the minimum instructional minutes for the year for elementary, middle and high schools. The instructional minutes for middle and high school are based on the new seven-period block schedules to be implemented at all middle and high schools for the 2021-2022 school year.

When creating the middle school schedules, a technical error was made by District staff. Per the District calendar, the last day of school is a minimum day, but the calculation of yearly minutes overlooked this minimum day on the last day of school and it was calculated as a regular day.

The revised policy reduces the total instructional minutes for the year by 96 minutes. The currently approved middle school yearly instructional minutes per BP 6112 are 61,356. The revised minutes, to include the final day of school as a minimum day, will be 61,260. The middle school minimum minutes continue to exceed the state minimum of 50,400.

Glendale Unified School District
Consent Calendar No. 26
July 13, 2021
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TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

Instruction

School Day

The Board of Education shall fix the length of the school day subject to the provisions of law. (Education Code 46100)

The length of the school day shall apply equally to students with disabilities unless otherwise specified in the student's individualized education program or Section 504 plan.

Elementary Schools:

The District requirement for annual instructional minutes are:

- Transitional Kindergarten 40,500
- Kindergarten 42,300
- Grades 1-3 51,300
- Grades 4-6 54,900

The schedule for elementary schools shall include at least one daily period of recess of at least 20 minutes in length in order to provide students with unstructured but supervised opportunities for physical activity.

Secondary Schools:

The District requirement for annual instructional minutes are:

- Middle Schools (Grades 6-8) 61,260
- High Schools (Grades 9-12) 64,970

In establishing the daily instructional schedule for each secondary school, the Superintendent or designee shall give consideration to course requirements and curricular demands, availability of school facilities, and applicable legal requirements.

When schools maintain the total number of school days students attend, the Board of Education encourages flexibility in scheduling so as to provide longer time blocks or class periods when appropriate and desirable to support student learning, provide more intensive study of core academic subjects or extended exploration of complex topics, and reduce transition time between classes.

Legal Reference: Education Code, Sections 8970-8974; 37202; 37670; 46010; 46100; 46110-46119; 46140-46147; 46160-46162; 46170; 46180; 46190-46192; 46200-46206; 48200; 48663; 48800-48802; 51222; 51760-51769.5; 52325

Instruction

School Day

Policy Adopted: 06/03/1958

Policy Amended: 07/21/1959; 10/02/1962; 04/05/1971; 10/07/1980; 07/02/1985; 12/06/1994;
10/15/2002; 11/07/2017; 05/25/2021; 07/13/2021

(Formerly BP 6121)

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 27

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Narineh Makijan, Coordinator III, Career Technical Education

SUBJECT: Acceptance of Specialized Secondary Programs Cohort 6 Year 2 and 3 Implementation Grant

The Superintendent recommends that the Board of Education accept a Specialized Secondary Programs (SSP) Cohort 6 Year 2 and 3 Implementation Grant in the amount of \$110,000 for the Hoover High School Careers in Education Pathway.

The Specialized Secondary Programs (SSP) is authorized by California Education Code sections 58800–58806, that provide start-up funds for the establishment of a new, innovative specialized program or school for pupils in grades nine through twelve in high schools. The SSP faculty is expected to develop standards-based model curriculum that provides enhanced learning opportunities in a specialized content area related to a specific Career Technical Education (CTE) pathway as identified in the California Career Technical Education Model Curriculum Standards. The legislature intends for the SSP to benefit the state economy by having SSP schools located in close proximity to related industries.

The Hoover High School Careers in Education program will begin the second year of the program during the 2021-2022 school year. The Careers in Education program is designed to prepare students to pursue a career in the field of childcare at the primary or secondary level. The pathway includes two consecutive grade level courses, ninth grade Careers in Education and Child Development Foundations and tenth grade Careers in Education and Child Development Principles. The Hoover High School program is highly innovative and unique because students have the opportunity to observe and implement what they learn at the grade level of their choice.

Keppel Elementary School, Toll Middle School and Hoover High School are all located on one block, across from each other, creating a triad of schools. Students will have a choice as to which school and grade level they would like to observe, implement their knowledge and eventually do their practicum, gaining real-life experience.

The SSP grant funds for the 2021-2022 school year will be used to provide the teacher funding to attend professional development conferences, provide work-based learning opportunities for students and to purchase equipment and supplies specific to the Careers in Education program at Hoover High School. The grant funding period is from June 1, 2021, to June 30, 2023.

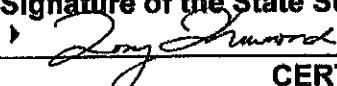

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; develop proactive health and safety procedures; and support physical, social, and emotional wellbeing.

TO SUPPORT 2020-2021 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.

Grant Award Notification

GRANTEE NAME AND ADDRESS Dr. Vivian Ekchian, Superintendent Glendale Unified School District 223 North Jackson Street Glendale, CA 91206-4334				CDE GRANT NUMBER				
				FY	PCA	Vendor Number	Suffix	
				2020	23112	64568	60	
Attention Dr. Vivian Ekchian, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY	
Program Office Accounting Office, State Funds				Resource Code	Revenue Object Code		19	
Telephone 818-241-3111				7370	8590		INDEX	
Name of Grant Program Specialized Secondary Programs: Cohort 6 Year 2 and Year 3 Implementation							0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date	
	\$110,000		\$110,000			06/01/2021	06/30/2023	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency		
<p>I am pleased to inform you that you have been funded for the Careers in Education at Herbert Hoover High School.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Alicia Aguirre, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>								
California Department of Education Contact					Job Title			
Maria Burreight					Education Programs Consultant			
E-mail Address						Telephone		
ssprograms@cde.ca.gov						916-319-0460		
Signature of the State Superintendent of Public Instruction or Designee						Date		
						May 6, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
Printed Name of Authorized Agent					Title			
E-mail Address						Telephone		
Signature						Date		
								

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures for supplies and equipment must be completed by **June 30, 2023**. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds to plan and implement the Specialized Secondary Program (SSP) as described in the approved planning grant application with any required or requested changes. **Prior written approval is required for any program or budget changes.** Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the SSP Associate Governmental Program Analyst (AGPA) in the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - Seventy-five percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
 - The final 25 percent of the funds will be released after the Mid-Term Financial Expenditure Report has been received and all reporting and submission requirements, including the posting of curriculum, have been met. All curriculum required for another teacher to implement the courses developed through this SSP grant must be posted and **visible** on the Career Technical Education Online SSP Group Page by **April 17, 2022**. The complete curriculum for the **second** course in the approved sequence of courses must be developed, posted, and **implemented** during this second year of implementation funding. Acts of **plagiarism** or the failure to comply with all reporting, submission, and posting requirements may result in a billing from the CDE for the entire amount of any grant funds paid.
 - The EOP Financial Expenditure Report is due **July 31, 2023**, after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Financial Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and possible reduction of any subsequent years' grant(s).
6. ~~The End-of-Year Report for Year 2 is a requirement of this grant and is due April 15, 2022, and Year 3 due on April 14, 2023. Guidelines will be mailed separately.~~
7. Grant recipients are required for Year 2 and Year 3 to send at least one of the **Identified SSP teachers** to the virtual/in person annual statewide SSP Convening and any additional specified SSP sessions held in conjunction with the Educating for Careers Conference scheduled for **February 27–March 1, 2022**, in Sacramento Convention Center and Year 3 dates to be determined.
8. Grantees are required to accommodate SSP mentors in the performance of their required duties, including scheduling site visits and responding to communications.
9. Grantees must adhere to all communicated due dates for the posting of the incremental development of the required curriculum and communication requirements with mentors.
10. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the SSP program requirements of the grant, please contact Maria Burreight, Education Programs Consultant, HSIIO, by phone at 916-319-0460 or by email at ssprograms@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Alicia Aguirre, AGPA, HSIIO, by phone at 916-319-0472 or by email at ssprograms@cde.ca.gov.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 28

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Approval of New Course of Study Outlines for Use in High Schools in the Areas of Math and Science**

The Superintendent recommends that the Board of Education approve course of study outlines (Intervention Science A/B and Integrated Intervention Math & Science A/B) for use in high schools in the areas of Math and Science.

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 members of the Math and Science Curriculum Study Committees. The Secondary Education Council has reviewed the information and made a recommendation of approval of the course outlines to the Board of Education.

HIGH SCHOOLS

Department: Science

Course Title: Intervention Science A/B

Grade Level(s): 9-12

School(s)
Course Offered: Clark Magnet High School, Crescenta Valley High School, Glendale High School, Hoover High School, Daily High School

UC/CSU Approved
(Y/N, Subject): N/A

Course Credits: 10

Recommended
Prerequisite: Student must be enrolled in core science concurrently.

Recommended
Textbook: Standards aligned materials to address student deficit.

Course Overview: It is intended for students who are at least a year behind in the science pathway or earned non-passing grade in previous year's science course.

Department: Math and Science

Course Title: Integrated Intervention Math & Science A/B

Grade Level(s): 9-12

School(s)
Course Offered: Clark Magnet High School, Crescenta Valley High School,
Glendale High School, Hoover High School, Daily High School

UC/CSU Approved
(Y/N, Subject): N/A

Course Credits: 10

Recommended
Prerequisite: Student must be enrolled in a core math and science course concurrently.

Recommended
Textbook: Standards aligned materials to address student deficit.

Course Overview: It is intended for students who are at least a year behind in the mathematical and science pathways or earned non-passing grade in previous year's math and science courses. The course should be adapted to the students' needs.

Glendale Unified School District
Consent Calendar No. 28
July 13, 2021
Page 3

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval.)

Department: Science

Course Title: Intervention Science A/B

Course Code: *(Educational Services will assign course number after Board Approval)*

Grade Level(s): 9-12

School(s)
Course Offered: Clark Magnet High School, Crescenta Valley High School, Glendale High School, Hoover High School, Daily High School

UC/CSU Approved
(Y/N, Subject): N/A

Course Credits: 10

Recommended
Prerequisite: Student must be enrolled in core science concurrently.

Recommended
Textbook: Standards aligned materials to address student deficit.

Course Overview: It is intended for students who are at least a year behind in the science pathway or earned non-passing grade in previous year's science course.

Course Content: Standard content as needed to address student content deficit. The intervention teacher collaborates with the core science teacher to ensure student success in the core science class.

Additional Recommended Materials - Must be approved by Board of Education.

Glendale Unified School District

High School

Date

(Meeting date will be typed in after Board Approval.)

Department: Math and Science

Course Title: Integrated Intervention Math & Science A/B

Course Code: *(Educational Services will assign course number after Board Approval)*

Grade Level(s): 9-12

School(s)
Course Offered: Clark Magnet High School, Crescenta Valley High School, Glendale High School, Hoover High School, Daily High School

UC/CSU Approved
(Y/N, Subject): N/A

Course Credits: 10

Recommended
Prerequisite: Student must be enrolled in a core math and science course concurrently.

Recommended
Textbook: Standards aligned materials to address student deficit.

Course Overview: It is intended for students who are at least a year behind in the mathematical and science pathways or earned non-passing grade in previous year's math and science courses. The course should be adapted to the students' needs.

Course Content: Standard content as needed to address student content deficit. The intervention teacher collaborates with the core math and science teachers to ensure student success in the core math class.

Additional Recommended Materials - Must be approved by Board of Education.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 29

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Stepan Mekhitarian, Interim Director, Innovation, Instruction, Assessment and Accountability

SUBJECT: **Approval for Renewal of Contract with Panorama Education for Social-Emotional Learning Support in 2021-2022**

The Superintendent recommends that the Board of Education approve the renewal of a contract between Glendale Unified School District and Panorama Education in the amount of \$42,350 to provide social-emotional learning support in the 2021-2022 school year.

Educational Services collaborated with several departments and Panorama Education in 2018-19 to develop a research-based survey to gather actionable data on socioemotional learning at school sites. The six topics selected for inclusion in the survey were:

- Social Awareness
- Growth Mindset
- Self-Efficacy
- Sense of Belonging
- Emotion Regulation
- School Safety

During the 2020-2021 school year, the survey was administered in between September 28 and October 9 to Grades 4 – 12 and again in the Spring during the March 1-12 window. During the Spring administration, approximately 15,500 students completed the survey for an 91% completion rate. The survey was differentiated for 4th – 5th graders and for 6th – 12th graders.

The results are disaggregated by multiple subgroups, including:

- EL Status
- Ethnicity

- Gender
- Gifted and Talented (GATE) Status
- Grade Level
- Special Education Status.

Recommendation

The Superintendent recommends renewing the contract with Panorama for the 2021-2022 school year. The proposed contract includes:

License Fee = \$39,000
Project Management Support = \$5,850
Total Cost = \$42,350 (\$2,500 discount applied)

Educational Services will cover the cost associated with this contract.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 3: Ensure the Health and Safety of GUSD Students and Employees – Strengthen mental health support and programs; develop proactive health and safety procedures; and support physical, social, and emotional wellbeing.

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Glendale Unified School District	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Dr. Kelly King, Assistant Superintendent, Educational Services	<i>Primary Contact, Title</i>	Diana Lay, Account Director
<i>Billing / Payment Address</i>	223 North Jackson Street	<i>Billing Address</i>	24 School Street, 4 th Floor
<i>City / State / Zip</i>	Glendale, CA 91206	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	kking@gusd.net	<i>Email</i>	dlay@panoramaed.com
<i>Phone</i>	818-241-3111 Ext. 1208	<i>Phone</i>	617-925-5749
<i>Billing Contact</i>	Kelly King		
<i>Billing Email Address</i>	kking@gusd.net		

(1) Description of Services and (2) Fees

Description of Services	Fees	
<p>Panorama Social-Emotional Learning: Platform License Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> Social-emotional learning measures Includes access to Panorama Student Survey and Equity & Inclusion Survey <p>Project Management Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration.</p> <ul style="list-style-type: none"> Develop project timeline Manage setup and administration Customize configurations Coordinate rollout of report 	Effective Date:	<u>6/19/2021</u>
	Contract Term: (From Effective Date)	<u>1 year</u>
	Annual License Fee:	\$39,000
	Subtotal License Fee:	\$39,000
	Project Management:	\$5,850
	Subtotal Services Fees:	\$5,580
	Annual partnership discount:	-\$2,500 / year
	Annual Total: (Due on Effective Date for Year 1)	\$42,350
	Total Over Contract Term:	\$42,350

Other Terms and Conditions (if any)

PANORAMA EDUCATION – SERVICE ORDER



Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:	Print Name, Title: Dr. Kelly King, Assistant Superintendent	Date: June 9, 2021
Panorama Signature:	Print Name, Title:	Date:

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the “Platform”). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders (“Future SOs”) pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use (including use by Client’s students, staff and parents, as described in the SO, if applicable (“Authorized Users”).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) (“Data”), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions (“Other Data”, and, together with the Data, “Client Data”). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information (“Blind Data”) and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama

with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards (“Safeguards”) which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively “Taxes”). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the “Term”).

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days’ notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama’s network. Upon termination of this Agreement, all rights granted hereunder and all

Terms and Conditions

obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and

will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT

Terms and Conditions

BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive

statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 30

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

PREPARED BY: Dr. Nancy Hong, Coordinator III, FLAG Programs

SUBJECT: **Acceptance of Grant Funds for the German and French Dual Language Programs**

The Superintendent recommends that the Board of Education accept grant funds from the Consulate General of the Federal Republic of Germany for the German FLAG Program at Franklin Elementary School in the amount of \$11,873, and the FACE Foundation for the French FLAG Program at Franklin Elementary School in the amount of \$4,000.

Glendale Unified School District has received funding from the Consulate General of the Federal Republic of Germany in the amount of \$11,873 to support the German FLAG program at Franklin Elementary School. Since the inception of the German program, Franklin has received financial support from the German Consulate. The funding will help support teachers with curricular materials, adding authentic texts to their classroom libraries to develop literacy in the target language, and enrichment opportunities.

The German Consulate representatives visit the school throughout the year. They have also supported Franklin German teachers with donations of German books. Their generosity and support are greatly appreciated by all.

Additionally, the District has received funding from the FACE (French-American Cultural Exchange) Foundation in the amount of \$4,000 to support the French Dual Language program at Franklin Elementary School.

In partnership with the Cultural Services of the French Embassy in the United States, FACE launched the Fund for French Dual Language and Immersion programs in the United States. This Fund aims to support the burgeoning nationwide network of French bilingual programs in American public schools. To this end, the Fund prioritizes training and

supporting teachers and administrators, and promoting the design and diffusion of pedagogical resources for robust French-speaking classrooms.

The grant funds in the amount of \$4,000 will be used to hire an intern to support French language development in classrooms for the 2021-22 academic year. The intern was identified and selected through France Education International in cooperation with the Office of the Ambassador of France to the United States.

TO SUPPORT 2020-2021 BOARD PRIORITY NO. 1: Maximize Student Achievement - Close the digital and equity gap; offer robust distance, hybrid, and in-person learning programs; and address learning loss and improve attendance.

TO SUPPORT 2020-2021 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 parent and family engagement opportunities.

TO SUPPORT 2020-2021 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 13, 2021

CONSENT CALENDAR NO. 31

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
PREPARED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer
SUBJECT: **Agreement with Brandman University**

The Superintendent recommends that the Board of Education approve the School Counseling Agreement with Brandman University.

This agreement is between the Glendale Unified School District and Brandman University to provide fieldwork experiences to school counseling intern candidates. The term of this agreement shall be effective July 1, 2021 through July 1, 2026 and may be terminated by either party with or with or without cause upon thirty days written notice, provided that all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork. There is no fiscal impact to the District.

In accordance with the provisions of Sections 44225 and 44227 of the California Education Code, the Governing Board of any school district is authorized to enter into agreements with the California State Universities and Colleges, the University of California, or any other university or college approved by the Commission on Teacher Credentialing as a teacher education institution to provide teaching experience through practice teaching to students enrolled in teacher education curriculum of such institutions.

TO SUPPORT BOARD PRIORITY NO. 2: Create a Culture of Learning - Support student learning with safe schools and programs that emphasize and increase inclusion, build positive relationships, and continue to enhance opportunities for life-long success.



SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Antelope Valley Campus.

TEACHER EDUCATION	<input type="checkbox"/>	SCHOOL PSYCHOLOGY	<input type="checkbox"/>
SCHOOL COUNSELING	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Glendale Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Glendale Unified School District
 223 North Jackson Street
 Glendale, CA 91206
 Attn: Hilda Markarian
 Phone: (818) 241-3111 Ext. 1418

UNIVERSITY CONTACT INFORMATION:

Brandman University
 16355 Laguna Canyon Road
 Irvine, CA 92618
 Attn: School of Education, Dean
 Fax: (800) 775-0128

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

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 07/01/2021 and shall continue in full force and effect through 07/01/2026. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
Name: Dr. Darneika Watson
Title: Chief Human Resources & Operations Officer
Date: 6/30/2021

UNIVERSITY: Signature: _____
Name: Phillip L. Doolittle
Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer
Date: _____

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only); when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

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

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

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

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 32

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer

SUBJECT: Agreement with California State University Long Beach

The Superintendent recommends that the Board of Education approve the Educational Affiliation Agreement to provide program experiences to student teachers and interns between Glendale Unified School District and California State University Long Beach.

This Educational Affiliation Agreement is between the Glendale Unified School District and California State University Long Beach to provide the following services:

- Early Fieldwork and Pre-Student Teaching to provide Early Fieldwork and Pre-Student Teaching experiences for students enrolled in University programs to prepare education professionals.
- Basic Credential Programs: Student Teaching to provide single subject, multiple subject, and education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula.
- Educational Administration Program to provide access to students in the Educational Administration Program within the University's College of Education Department of Educational Leadership.
- School Counseling Program to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling.
- School Psychology Program to provide supervised field experience for graduate student interns in the School Psychology Program in the Department of Advanced Studies in Education and Counseling.
- Teacher Librarian Services Credential Fieldwork to provide library media experiences to students enrolled in library media teacher services credential curricula.

The term of the Agreement shall be effective for a period of three (3) years until June 30, 2024 when executed by both parties. Either Party may terminate this agreement upon thirty days written notice. If either Party sends a Notice of Termination prior to the completion of an academic

semester, all students performing services under this Agreement shall be allowed to continue their placement until the end of that academic semester. There is no fiscal impact to the District.

In accordance with the provisions of Sections 44225 and 44227 of the California Education Code, the Governing Board of any school district is authorized to enter into agreements with the California State Universities and Colleges, the University of California, or any other university or college approved by the Commission on Teacher Credentialing as a teacher education institution to provide teaching experience through practice teaching to students enrolled in teacher education curriculum of such institutions.

TO SUPPORT 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 parent and family engagement opportunities.

EDUCATIONAL AFFILIATION AGREEMENT

This agreement (“Agreement”) is between the Trustees of the California State University, on behalf of California State University Long Beach (“CSU” or “University”), and Glendale Unified School District - (K-12 Public School) (“District”) (When an individual school is entering into this Agreement, any reference to “District” shall have the same meaning as “School” throughout.).

University’s College of Education offers degree programs in a wide variety of academic disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, District shall provide access to University students for practical fieldwork experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the District (“Party or Parties”) agree as follows:

- I. **EDUCATIONAL PROGRAMS** – The following College of Education programs are included in this Agreement and are governed by the corresponding Exhibits, incorporated as if fully stated herein:

- Exhibit A – Early Fieldwork & Pre-Student Teaching (1 page)
- Exhibit B – Basic Credential Programs (2 pages)
- Exhibit C – Educational Administration (1 page)
- Exhibit D – School Counseling (2 pages)
- Exhibit E – School Psychology (1 page)
- Exhibit F – Library Services Credential (1 page)

II. **GENERAL PROVISIONS**

- A. **Term of Agreement** - The term of this Agreement shall begin upon full execution and continue until ^{3 years (June, 30, 2024)}. Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students performing services under this Agreement shall be allowed to continue their placement until the end of that academic semester.
- B. **Relationship of Parties** – District (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors. University students performing internship work are learners, completing course requirements for academic credit towards a degree or certification, and are not employees or agents of University.
- C. **Legal Responsibility** – District shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents, consistent with California law.
- D. **Insurance** – Each Party to this agreement shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 general aggregate, and workers compensation coverage as required by law. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate. Students’ coverage includes educators’ errors & omissions coverage.
- E. **Confidential Student Information**- University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. **Pre-Placement Clearances** – If University students will have more than limited contact with District’s students, University students shall be fingerprinted as required by the District pursuant to California Education Code §45125.1. All University students are required to obtain a CTC issued Certificate of Clearance, or similar clearance document, and possess a negative TB test result, dated within the last four years, prior to beginning any fieldwork in the District.
- G. **Orientation, Student Safety and Health Risks** – District shall provide an orientation of its site and all relevant policies and procedures to assigned students and University faculty. District shall inform the participating student of any potential health or safety risks associated with the location of their field placement.

- H. Acceptance, Termination & Nondiscrimination in Placements** - District has discretion regarding the number of placements it receives, and has the discretion to terminate the assignment of any University student at District if such student is failing to perform satisfactorily to District. District shall notify University in writing of its desire to terminate the placement of University student. University may withdraw a University student assigned to District for any academically related reason. Neither Party shall deny placement to any student on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.
- I. Services Responsibility**- District retains professional and administrative responsibility for all services rendered at the District.
- J. Locations** – All locations under District’s management or control will be covered by the terms of this Agreement.
- K. Governing Law** – This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the County of Los Angeles, State of California.
- L. Assignments** - This Agreement is not assignable in whole or in part.
- M. Endorsement** - Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party’s name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.
- N. Fair Labor Standards Act and Displacement of Organization Employees** -- It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the District. Work performed by students is toward the completion of course/programs for their academic degree.
- O. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- P. Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- Q. Entire Agreement** - This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

District:

Glendale Unified School District - (K-12 Public School)

(please enter the complete legal name of the entity)

223 N. Jackson street

Street address

Glendale, CA 91206

City, State, Zip

818-241-1500

Phone Number

imagran@gusd.net

e-mail

District Signature

Date

Dr. Darnika Watson - Chief Human Resources/Operation Officer

Name and Title

University:

California State University, Long Beach

Attn: Procurement & Contractual Services

1250 Bellflower Blvd., BH-346

Long Beach, CA 90840-0123

(562)985-4296 FM-ContractServices@csulb.edu

University Authorized Signature

Date

Name and Title

Exhibit A
EARLY FIELDWORK and PRE-STUDENT TEACHING

District agrees to provide Early Fieldwork and Pre-Student Teaching experiences for students enrolled in University programs to prepare education professionals.

"Early Fieldwork" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting mainly of student observation, typically as a course requirement, under the direct supervision of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided.

"Pre-Student Teaching" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting of student observation, small group teaching and one-on-one teaching., under the direct supervision of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided. Typically, pre-student teaching activities are a methods/pedagogy course requirement.

1. **Scope of fieldwork training:** District shall provide to University students educational experiences through Early Fieldwork and Pre-Student Teaching placements in schools and classes of District. Such professional experiences shall be provided in such schools or classes of District and under the direct supervision and instruction of District employees.
2. **Compensation:** There is no compensation by University for the services for District professionals overseeing Early Fieldwork or Pre-Student Teaching assignments.
3. **Assignment:** The assignment of a University student for Early Fieldwork and Pre-Student Teaching placements in schools or classes of District shall be at the discretion of University, with the Agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of University's class.

Exhibit B
BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

District agrees to provide single subject, multiple subject, and education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of University.

Any honorarium or payment provided herein is intended to be transmitted promptly by District to its "Master Teacher" as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

1. **Scope of Services:** District shall provide to University students teaching experience through practice teaching in schools and classes of District not to exceed the units of practice teaching set forth in these Special Provisions. Such practice teaching shall be provided in such schools or classes of District and under the direct supervision and instruction District employees.

"Practice Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. **Rates:** Contingent upon the availability of funds each semester, University may pay District for the performance by District Master Teacher for all services required to be performed under this Exhibit at the rates set forth below for each semester unit of Practice Teaching. District shall be notified not less than 60-days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

If payment is made by University, the RATE AND AMOUNT will be \$20.00 per semester unit the student is enrolled in for the Practice Teaching experience.

3. **Assignment:** An assignment of a University student to Practice Teaching in schools or classes of District shall be at the discretion of University. An assignment is typically for approximately fifteen (15) to twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

The assignment of a University student to Practice Teaching at District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of District the assignment card or other document given the student by University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a University student to Practice Teaching is terminated by University for any reason, District shall receive payment on account of such student except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for eight (8) weeks only. If a University student is assigned to another teacher of District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned Practice Teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by District.

Videoring in Classrooms- As part of the California Teaching Performance Assessment (CalTPA) required by the California Commission on Teacher Credentialing (CTC), student teacher candidates are required to video-record instructional activities in the classroom demonstrating skills in the instructional practice of planning, teaching and assessing. Student Teaching Candidates will have the opportunity to complete this assignment at

the fieldwork placement site.

4. **Payment:** Contingent upon funds being available to University, and written notification of availability of funds to District, District, within 45 days following the close of each semester or quarter of University, shall submit an invoice and stipend report to University for payment at the rate provided herein for all units of practice teaching provided by District under and in accordance with this agreement during said semester or quarter. A Master Teacher Stipend Report shall be executed by a duly authorized representative of District certifying that District expended or became obligated to expend in providing such Practice Teaching an amount not less than the amount of the invoice. University can provide a sample stipend report upon request.

University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State. Notwithstanding any other provisions of this agreement, University shall not be obligated by this agreement to pay District any amount in excess of the total sum set forth in this Exhibit.

HONORARIUM BILLING PROCEDURES

1. University should be billed after the completion of each semester. The invoice must show actual number of semester units billed, and the number of student teacher semester (students per semester). **Direct invoices to the Office of Clinical Practice. It is imperative that the "Office of Clinical Practice" be included on the mailing address to avoid any delays in invoice processing.**

California State University Long Beach
College of Education
ATTN: Office of Clinical Practice
1250 Bellflower Blvd.
Long Beach, CA 90840-2201

2. The required Master Teacher Stipend Report approved by an authorized official is to be sent with the invoice to University Accounts Payable.
3. There is no direct transaction between University and District's Master Teachers. The contractual arrangement is between University and District.

Exhibit C
EDUCATIONAL ADMINISTRATION PROGRAM

District agrees to provide access to students in the Educational Administration Program within University's College of Education Department of Educational Leadership

RESPONSIBILITIES OF UNIVERSITY

University shall:

1. Designate a faculty member to coordinate with a designee of District.
2. Complete periodic evaluations of the student regarding their performance at District.
3. Require the student to participate in the fieldwork placement for the duration of the academic semester or school year, unless there is cause for removal.

RESPONSIBILITIES OF STUDENTS

The assigned Student will:

1. Conform to the administrative policies, standards and practices of District and to the ethical and legal standards of the profession.
2. Identify himself/herself to the public as a student in the Educational Administration Program who is completing fieldwork at District.
3. Will set times, locations and responsibilities for the fieldwork experience in collaboration with the supervising school administrator at District and University's faculty member.
4. Plan activities in each area required by the Educational Administration Program, in collaboration with the supervising school administrator at District and University faculty member,
5. Provide the supervising school administrator at District with a copy of the Program's expectations for the fieldwork experience.
6. Notify District of illness, accident, or any other situation which does not allow the student to meet the prearranged program at District.
7. Inform University of any changes to the on-site schedule.

RESPONSIBILITIES OF DISTRICT

District shall:

1. Provide opportunities for the student to develop professional competencies in a broad and diverse role. Opportunities will encompass a range of experiences in programs and populations, including but not limited to regular education, special education, bilingual education, English learners, age, disabilities, cultures leading to development of professional competence in the California Administrator performance Expectations (CAPE's),
2. Designate one school administrator who possesses a clear CA credential in school administration to serve as the primary supervisor.
3. Require the designated supervisor to serve as a model school administrator engaging in broad and diverse service delivery.
4. Complete periodic evaluations of the students' performance.
5. Provide ongoing supervision of all University student activities in the fieldwork experience.

Exhibit D
SCHOOL COUNSELING PROGRAM

District agrees to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling at University.

RESPONSIBILITIES OF UNIVERSITY

University shall

1. Designate a faculty member to coordinate with a designee of District.
2. Complete periodic evaluations of the candidate regarding his/her performance at District, or when a site visit is precluded by distance, by arrangement between University faculty member and District's designee.
3. Require the candidate will participate in the fieldwork placement for the agreed upon time period, unless there is cause for removal.

RESPONSIBILITIES OF THE STUDENT CANDIDATE DURING FIELDWORK

The student candidate will:

1. Conform to the administrative policies, standards and practices of District, and to the ethical and legal standards of the profession.
2. Identify himself/herself to the public as a candidate in University's School Counseling Program.
3. Set times, location and responsibilities of the fieldwork experience, in collaboration with District's supervising school counselor and University's faculty member,
4. Plan activities in each area included in the School Counseling Program Standards, in collaboration with District's supervising school counselor and University's faculty member,
5. Provide the supervising school counselor at District with a copy of the Program's articulated mission and expectations for the fieldwork experience.
6. Obtain a written evaluation of his/her performance from District's supervising school counselor at least once each semester and will submit that written evaluation according to the schedule established by University's faculty member. This written evaluation is required prior to posting a grade for the fieldwork course.
7. Notify District of illness, accident, or any other situation that does not allow the candidate to fulfill the prearranged program at District.

RESPONSIBILITIES OF DISTRICT

District shall:

1. Provide opportunities for the candidate to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. Provide opportunities for the candidate to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures, sexual orientation.
3. Designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. After the first few months, the candidate may also work with other experienced school counselors for specific activities.
4. Require the designated supervisor will serve as a model school counselor engaging in broad and diverse service

delivery.

5. Agree that the designated fieldwork supervisor is subject to the approval of University.
6. Evaluate candidate competencies, oversee all candidate professional activities at District, and provide guidance throughout the candidate's professional growth and development.
7. Complete periodic evaluations of the candidate's performance with written reports of that evaluation near the end of each university semester.
8. Not allow or require the workload of the student candidate to exceed fifty (50) percent of what a credentialed school counselor would work. Student candidates may serve one or two schools with a total candidate-to-student ratio of no greater than approximately 1:1,000. Any deviation from this should be made by agreement between District's supervisor or administrator and University's supervisor.
9. Provide the candidate with opportunities to video-record selected counseling activities for the purpose of supervision assessment provided that all parties to be recorded have separately consented to such a recording.

Exhibit E
SCHOOL PSYCHOLOGY PROGRAM

District agrees to provide supervised field experience for graduate student interns in the School Psychology Program in the Department of Advanced Studies in Education and Counseling at University.

RESPONSIBILITIES OF UNIVERSITY

University shall:

1. Designate in writing a faculty member to coordinate with a designee of District.

RESPONSIBILITIES OF DISTRICT

District shall:

1. Provide opportunities in a broad range of programs and populations, including but not limited to: general education, special education, bilingual education, age, disabilities, cultures, ethnicities, language proficiencies, and socioeconomic status allowing the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.
2. Accept no more interns or graduate students from University than District staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.
3. Assure that the intern will be free to participate in University seminars regarding internship and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
4. Designate one school psychologist who has at least two years experience in school psychology to serve as the primary supervisor. After the first few months, the intern may also work with other experienced school psychologists for specific activities.
5. Evaluate intern competencies, oversee all intern professional activities at District, and provide guidance throughout the intern's professional growth and development. All psychological or psychoeducational evaluation reports must be co-signed by the supervising credentialed school psychologist throughout the internship year.
6. Complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each semester.
7. Assures that the intern will receive face-to-face supervision for a minimum of two hours a week, although as many as four hours a week may be needed, especially at the beginning of the internship experience.
8. Assure that the workload of the intern will not exceed seventy-five (75) percent of what a credentialed school psychologist would work; interns may serve one or two schools with a total intern/student ratio of no greater than approximately 1:1,000. It is presumed that all interns will maintain their assigned school placement(s) for the full academic school year. Any deviation from this should be made by cooperative agreement between District's supervisor or administrator and University's supervisor.
9. Assure that the intern will devote at least twenty (20) percent but not more than forty (40) percent of his or her time to psychoeducational evaluations and direct related services.

EXHIBIT F
TEACHER LIBRARIAN SERVICES CREDENTIAL FIELDWORK

District agrees to provide library media experiences through to students enrolled in library media teacher services credential curricula at University.

“Field Experience” as used in this Exhibit active participation in the duties and functions of teacher Librarians under the direct supervision and instruction of employees of District holding current valid Teacher Librarian Services Credential issued by the State Commission on Teacher Credentialing, authorizing them to serve as teacher Librarians in the schools in which the field experiences are provided. The employee must also be experienced in library media programs; model professional involvement in library media organizations.

1. District shall provide to University students library media experiences through Field Experiences in school libraries of District, under the direct, supervision and instruction of employees of District.
2. A semester unit of field experiences for elementary and secondary schools is 90 hours of library media teacher work, with the understanding that University students shall have 45 hours of Field Experience at each site.
3. The supervising Teacher Librarian shall communicate with University’s coordinator regularly in terms of providing formative assessment of the student’s work. District’s supervising Teacher Librarian shall submit a written summative evaluation of University students to University’s coordinator to verify that University students have completed the 45 required hours of Field Experiences at District’s school library.
4. University shall provide a faculty member to oversee the Field Experience. The faculty member shall meet with District’s supervising teacher Librarian and University student to plan the Field Experience and supervise the implementation.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 33

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer

PREPARED BY: Dr. Ilin Magran, Director, Student Wellness Services

SUBJECT: Agreement with Claremont Graduate University

The Superintendent recommends that the Board of Education approve the Affiliation Agreement to provide program experiences to student teachers and interns between Glendale Unified School District and Claremont Graduate University.

This Affiliation Agreement is between the Glendale Unified School District and Claremont Graduate University to provide the Program experiences in schools, classes, departments, and programs appropriate to the particular University Program definitions set forth in Exhibit A: Students, Student Teachers, Pre-Teaching Field Experience, Residents, Student Interns, Teaching Interns, Student Observers, Education Administration Fieldwork/Interns, Service Learning Students, English Learner Authorization, University Supervisor, Mentor Teacher, Site Support Provider, Professional Development Plan, and Participating Teachers.

The term of the Agreement is from the Effective Date to July 31, 2024 unless earlier terminated by either Party upon thirty (30) days written notice to the other Party. There is no fiscal impact to the District.

In accordance with the provisions of Sections 44225 and 44227 of the California Education Code, the Governing Board of any school district is authorized to enter into agreements with the California State Universities and Colleges, the University of California, or any other university or college approved by the Commission on Teacher Credentialing as a teacher education institution to provide teaching experience through practice teaching to students enrolled in teacher education curriculum of such institutions.

TO SUPPORT 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 parent and family engagement opportunities.

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("**Agreement**") is made and entered into effective as of August 1, 2021, ("**Effective Date**") by and between the following parties ("**Parties**"): CLAREMONT GRADUATE UNIVERSITY, a California non-profit corporation ("**University**"), and GLENDALE UNIFIED SCHOOL DISTRICT, a public Local Education Agency of the State of California ("**LEA**").

RECITALS

WHEREAS, under the California Education Code, the governing board of any LEA is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher-education institution, to provide educational fieldwork experiences and service learning opportunities to students enrolled in various curricula of such institution; and

WHEREAS, any such agreement may provide for the payment in money or services for certain of the services rendered by the LEA under such agreement in an amount not to exceed the actual cost to the LEA of the services rendered; and

WHEREAS, University operates fully-accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of University and LEA to make a program of educational fieldwork experiences and service learning opportunities (collectively, the "**Program**") available to University's students at the LEA's facilities.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and of the covenants and agreements contained herein, the Parties agree as follows:

I. **TERM**

The TERM of this Agreement is from the Effective Date to July 31, 2024, unless earlier terminated by either Party upon thirty (30) days written notice to the other Party as provided herein.

II. **THE PROGRAM**

LEA shall provide "**Program**" experiences in schools, classes, departments and programs of LEA appropriate to the particular University Program definitions set forth in Exhibit "A" and in accordance with the provisions hereunder.

A. LEA's coordinator for the Program shall be Designated Official,
_____ or his/her successor or designee.

- A. University's coordinator for the Program shall be the District Coordinator or his/her successor or designee.
- B. University shall submit a "**Placement Request**" attached hereto as Exhibit "E" for each of its students to be assigned to Program experiences at LEA to LEA's coordinator at least 2 weeks prior to the proposed start date of said experience. Such request shall include without implied limitation, details such as basic student demographic information, type of assignment, duration of assignment, LEA site, and preferred LEA employed supervisor. LEA shall not be obliged to accept requests of assignment of students beyond the ability of LEA, within its established training programs, to provide meaningful Program experiences pursuant to this Agreement.
- C. University shall be responsible for providing a University supervisor or person designated and employed by University to direct, supervise, and evaluate the performance of students of University engaged in Program experiences at LEA facilities. This person will work cooperatively with those LEA individuals responsible for placement and direct supervision of University students.
- D. The number of semester units of credit, if any, to be provided for each student of the University assigned to Program experiences under this Agreement shall be determined by University.
- E. An assignment of a student of University to Program experiences in the LEA shall be deemed effective for purposes of this Agreement as of the date the student presents to the proper authorities of the LEA the approved Placement Request document given to the student by University for such assignment or through other procedures established and communicated by LEA, but not earlier than the date of such assignment as shown on such papers or other document(s).
- F. Notwithstanding anything in this Agreement to the contrary, either party may independently suspend the right of any student of University participating in the Program at LEA under the terms of this Agreement from access to LEA's facilities and the Program at the LEA if, in their respective, sole, absolute, and subjective judgment and discretion, the University student's behavior, including, without implied limitation, the conduct or attitude of the student, threatens the health, safety, or welfare of any students, invitees, or employees of LEA or the confidentiality of any information relating to such individuals, singly or collectively. Parties shall agree to consult with each other in an attempt to resolve the suspension; provided that, both parties acknowledge that University student's continued participation can be terminated by either party in their sole, absolute and subjective judgment and discretion.
- G. The Program Site staff will provide, upon request by any participating University student, such reasonable accommodations at the Program Site as required by law in order to allow qualified disabled students to participate in the Program.

- H. LEA shall contact emergency personnel as necessary in the event of illness of or injury to any University student for incidents occurring at LEA facilities ("**Emergency Care**"). Except as specifically provided in this paragraph, LEA shall have no obligation to furnish any medical care to any University student. The University student is liable for any and all costs of any Emergency Care and University acknowledges that LEA shall not be responsible for any cost associated with any Emergency Care and any provisions of medical services.
- I. LEA will provide all participating University students with a copy of the Program Site's rules, regulations, policies, and procedures with which the University students are expected to comply and notify University of any change in its personnel, operation, or policies which may affect the Program experience.
- J. Except as otherwise provided herein, University students assigned to the Program at the LEA are considered learners participating in the Program in furtherance of their University studies and are not employees or agents of University or LEA and shall receive no compensation for their participation in the Program, either from University or LEA. The Parties agree that LEA is not responsible for maintaining workers' compensation insurance coverage for such University students.
- K. Both Parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the Parties and neither Party shall so hold itself out.
- L. The University represents that all students assigned to LEA for field experiences are validly enrolled in a University credential program approved by the Commission on Teacher Credentialing. The University makes no other representation, express or implied, about, or assumes any responsibility for, the student's fitness or qualification to participate in the field experience except where required by law. Nothing in this Agreement shall be construed as a delegation by LEA to University of any of LEA's duties and responsibilities for operation or supervision of the schools or classes of the District.
- M. The University shall provide verification of University student's Certificate of Clearance from the California Commission on Teacher Credentialing upon request.
- N. LEA shall approve the use of video capture in University Student classrooms, including virtual settings, for the purposes of University Student reflection and completion of Program requirements (Teaching Performance Assessment). Video capture will adhere to applicable LEA policies and procedures regarding the use of recording devices and student privacy.

- O. LEA shall allow candidates to complete university assignments and projects that are required as a part of the Program. University assignments and projects will adhere to applicable LEA policies and procedures regarding student privacy.

III. UNIVERSITY'S RESPONSIBILITIES

- A. University shall, upon request, be responsible for supplying information about University students assigned to the Program at LEA sites as may be lawfully required by LEA prior to the beginning dates of the students' Program assignments. This information includes, without implied limitation, name, biographical data, verification of tuberculosis clearance and information about the health care coverage or insurance of each University student sent to LEA. Any additional information regarding a student's health status including information about specific communicable diseases shall be sent to LEA only as required by Law and in accordance with HIPPA Regulations.
- B. University and University's students assigned to the Program at the LEA under this Agreement shall comply with all provisions of Education Code Section 45125.1, and all of LEA's procedures related to fingerprinting and criminal background checks prior to having any substantial contact with LEA pupils, including, without implied limitation, prior to coming onto LEA school grounds or having any contact with LEA's pupils in locations other than LEA school grounds. University shall conduct criminal background checks of all its students assigned to LEA, and shall certify that none of the University students who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may have contact with LEA pupils pursuant to this Agreement has been convicted of a serious or violent felony as defined in Section 45122.1 of the Education Code.
- C. University shall provide LEA with a list of all students assigned to the Program at the LEA pursuant to this Agreement and designate to which school or LEA sites they will be assigned. Failure to comply with this requirement may result in, at LEA's sole discretion, termination of this Agreement.
- D. University shall ensure that each University student that is assigned to LEA to engage in unpaid fieldwork experiences signs a Student's Statement of Responsibilities and Agreement to Hold Harmless, in the form set forth in Exhibit "B" attached hereto, prior to participating in the Program at the LEA.
- E. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation insurance, and any other insurance or benefits of any kind for University's employees and any other persons who provide services to LEA under this Agreement.

- F. University shall maintain neutrality in LEA labor disputes and shall be solely responsible to ensure that all Program experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury. University shall comply with the provisions set forth in Exhibit "C" attached hereto.

IV. PROVISIONS FOR TEACHING INTERN EMPLOYMENT

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. An Internship Credential requires the Teaching Intern to be enrolled in the University Program and remain in good standing and authorizes the Teaching Intern to teach only the subject(s) specified on the Internship Credential. Teaching assignments outside of the credential area(s) authorized on the Internship Credential fall outside the scope of the Program and are not supported by the University; in such cases it is the sole responsibility of the teacher and/or LEA to ensure the teacher possesses the proper permit(s) that grant the teacher the authority to teach subjects not authorized on the Internship Credential.

Teaching Interns are employees of the LEA and subject to all the rights and obligations associated to such employment. For employment purposes, the LEA shall be the sole evaluator of the Teaching Intern including, without implied limitation, evaluation process, instrument and content. The Internship Credential is valid in only one LEA or consortium under the preconditions established by State Law.

- A. LEA shall hire as Teaching Interns only individuals who meet the standards for eligibility for an Intern Credential.
- B. Teaching Interns shall not displace certificated or classified employees of LEA.
- C. LEA shall provide Teaching Interns with a full range of teaching responsibilities appropriate for a beginning teacher. Extra duties and assignments should be kept to a minimum and should not take place outside of regular school hours in order to allow the Teaching Intern sufficient time to complete university coursework and university program requirements.
- D. LEA shall provide a fully qualified site administrator who will be responsible for supervising and evaluating Teaching Interns. LEA's fully qualified site administrator shall be the school site principal or appointed designee.
- E. LEA shall assign a mentor ("Site Support Provider") to Teaching Interns prior to the Teaching Interns assuming daily teaching responsibilities. LEA shall select and evaluate such mentor in accordance with LEA policy and practices and based on clearly defined description of qualifications to include, without implied limitation, a valid corresponding Clear or Life Credential, three years successful teaching experience, and English Learner Authorization (ELA). Mentors ("Site Support Providers") will observe Teaching Interns at the classroom level in collaboration with the University's supervisors.

- F. LEA shall identify an individual who is immediately available to assist Teaching Interns through in-classroom modeling and coaching as needed with: planning lessons that are appropriately designed and differentiated for English Learners (ELs); assessing language needs and progress of ELs; and supporting language accessible instruction. The identified individual may be the same mentor assigned pursuant to section E.
- G. LEA shall not reduce a Teaching Intern's salary by more than 1/8 of his/her total to pay for supervision, and the salary of the Teaching Intern shall not be less than the minimum base salary paid to a regularly certificated person. If a Teaching Intern's salary is reduced, no more than eight interns may be advised by one district support person. *Reference: Education Code Section 44462.*
- H. University and LEA shall orient LEA mentor to his/her roles and responsibilities and provide professional development opportunities in clinical support and supervision.
- I. University shall provide supervisors for all Teaching Interns. University shall have clearly defined qualifications for University supervisors to include, without implied limitation, current knowledge in the content they teach; understanding of the context of schooling; ability to model best professional practices, in teaching and learning, scholarship, and service; knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity; and thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- J. LEA/University shall cooperate and collaborate to develop and implement a Professional Development Plan (PDP) for Teaching Interns. LEA input is required before the Teaching Intern begins their teaching assignment.

V. PROVISIONS FOR SUPPORT AND SUPERVISION OF TEACHING INTERNS

- A. LEA and University shall provide a minimum of 144 hours of combined LEA/University mentoring and supervision for Teaching Interns who have earned an English Learner Authorization (ELA). Of the 144 hours, University supervisor will provide a minimum of 90 hours of support per academic year through the combination of site visits and seminars required as part of University's Internship Program. The LEA will provide a minimum of 54 hours of support.
- B. LEA and University shall provide 45 hours of additional mentoring and supervision to Teaching Interns who enter the program without either a valid English Learner Authorization (ELA) listed on a previously issued multiple subject, single subject, or education specialist teaching credential; a valid English Learner, Cross-cultural, Language, and Academic Development (CLAD) authorization; or a valid Bilingual, Cross-cultural, Language, and Academic Development (BCLAD) authorization.

- C. Teaching Interns who assume daily teaching responsibilities after the beginning of a school year shall be provided the following minimum hours of combined University/LEA mentoring and supervision: four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of mentoring and supervision shall be provided to an Intern Teacher every five instructional days.
- D. LEA shall provide sufficient resources including the identification of protected time for the LEA Mentor to work with the intern during the school day to include clearly defined expectations for type and frequency of mentoring.
- E. LEA shall provide in-service appropriate to any beginning teacher and access to resources to allow each intern to perform successfully in his or her position.
- F. University shall be responsible for monitoring and documenting the implementation of Teaching Intern's Professional Development Plan (PDP) to ensure compliance with Commission on Teacher Credentialing requirements. Teaching Intern's PDP documentation will be archived in Teaching Intern's University file.
- G. LEA agrees to cooperate with University managed documentation and monitoring process to ensure that Teaching Interns receive the required 144 hours of mentoring and supervision as well as the 45 hours of mentoring and supervision to Teaching Interns who have not yet earned the English Learner Authorization.
- H. LEA and University shall cooperate and collaborate in developing and maintaining a process of and procedures for access, communication, and collaboration between the Teaching Intern, LEA supervisor, LEA mentor and University supervisor. LEA shall allow university supervisors access to Teaching Interns' classrooms to provide adequate supervision and support, as needed.
- I. LEA and University supervisors will meet together regularly with Teaching Intern to ensure Teaching Intern is following the California Teaching Performance Expectations (TPEs) or other such standards as may be applicable to the specific regular standard credential each Teaching Intern is seeking to obtain.

VI. PAYMENT

- A. University may pay LEA for the performance by LEA of certain of its services under this Agreement in an amount not to exceed the actual cost of services rendered.
- B. University may hire personnel from LEA to serve in various capacities, including but not limited to adjunct instructor or master teacher. In these instances, the

employer/employee relationship is between University and the individual, not the LEA. All amounts shall be paid directly to the individual.

VII. DATA COLLECTION

- A. LEA will support the twice-yearly administration of an anonymous K-12 pupil perception survey about the effectiveness of the teacher candidate.
- B. When possible, LEA will provide masked K-12 student achievement data linked to new teachers within the LEA to compare the value-added impact of CGU graduates.
- C. When possible, share relevant Teacher Candidate and Mentor Teacher data to enable CGU to evaluate and assess the following:
 - i. Employment Rates of Teacher Candidates,
 - ii. Retention Rates for Teacher Candidates,
 - iii. Measures of effective teaching for Teacher Candidates, including data derived from attitudinal, observational, and outcome-based assessments (when available).

VIII. CONFIDENTIALITY OF EDUCATIONAL RECORDS

- A. University Student Records. LEA understands that the educational records of the University students assigned to LEA are protected by the Family Educational Rights and Privacy Act ("FERPA"), at 20 U.S.C. § 1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99. As a result of this Agreement, LEA is considered to be a school official of University. LEA agrees to protect the privacy of educational records concerning any University student assigned to LEA under this Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of University who have a legitimate educational interest in the records.
- B. LEA Pupil Records. University shall advise its students assigned to the Program at the LEA that such students shall be subject to LEA's policies respecting confidentiality of LEA pupil information. No University employee, University student, representative or agent shall have access to or have the right to review any LEA pupil record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by University students, University employees, representatives or agents of any LEA pupil information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the Program and not prohibited by law. LEA shall not grant University students assigned to the Program at LEA sites access to individually identifiable pupil information unless the pupil's parent or guardian has first given written consent using a form approved by LEA that complies with applicable state and federal laws, including FERPA and the Health Insurance Portability and Accountability Act ("HIPAA") and HIPAA implementing

regulations at 45 C.F.R. § 160.103 ("HIPAA Regulations"). For purposes of this Agreement, University students assigned to the Program at the LEA are trainees and shall be considered members of LEA's "workforce" as that term is defined by HIPAA and HIPAA Regulations.

- C. No Party shall transfer any personally identifiable information or any data of which would violate any applicable federal, state, or local laws.

IX. NON-DISCRIMINATION

The parties acknowledge that all University students assigned to the Program at the LEA shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status, or any other basis prohibited by law.

X. INDEMNIFICATION

University and LEA both agree to indemnify, defend, and hold harmless each other and their elected and appointed governing board members, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the negligent acts or omissions or willful misconduct of each other's students, officers, employees, agents and/or representatives arising out of or in connection with the performance of this Agreement, or in proportion to the comparative fault of each other's students, officers, employees, agents and/or representatives.

XI. INSURANCE

Each Party shall maintain throughout the Term of this Agreement general liability insurance as is necessary to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by such Party. All such insurance shall be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the insured Party of the indemnity provisions set forth in this Agreement, and shall include endorsements naming the other Party as additional insured. Each Party shall upon request provide the other Party a certificate of insurance satisfactory to the requesting Party, which shall include originals of the endorsements that name the other Party as an additional insured. Each Party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

XII. GENERAL PROVISIONS

- A. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration; provided that, before any amendment shall take effect, it shall be reduced to writing and signed by both Parties.

- B. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. In the event that any action is brought by either Party to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees, in addition to such other relief as the court may deem appropriate.
- D. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- E. This Agreement constitutes the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- F. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Should either Party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Los Angeles County, California.
- G. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

UNIVERSITY: Claremont Graduate University Attn: Eddie Partida Director, Teacher Education Program 925 N. Dartmouth Avenue Claremont, CA 91711	LEA: Glendale Unified School District Attn: _____ Title: _____ 223 N. Jackson St. Glendale, CA 91206
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Such notice shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U. S. Mail, first class postage prepaid addressed to the party as shown above. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- H. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the Parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

- I. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both Parties.
- J. This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.
- K. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- L. All exhibits attached and referred to in this Agreement are incorporated herein as though fully set forth in this Agreement. In the event that the provisions of any exhibit conflict with the terms of this Agreement, the terms of this Agreement shall control.
- M. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.
- N. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- O. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- P. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against LEA until approved or ratified by motion of the Governing Board of LEA duly passed and adopted.
- Q. Approved Signature. In addition, this agreement is not valid or enforceable obligation against LEA until signed by the LEA official authorized to enter such agreement.

- R. It is the express intention of the Parties that this Agreement shall supersede, as of the effective date, any and all other agreements otherwise in force between the parties pertaining to University's Students participation in educational fieldwork or service learning experiences at LEA facilities, including any clinical internship agreement. This paragraph shall not apply to any agreement for services that may currently be in force between the Parties, under which University is providing consulting services to LEA.

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

CLAREMONT GRADUATE UNIVERSITY
A California non-profit corporation

GLENDALÉ UNIFIED SCHOOL DISTRICT
A California public local education agency

Patricia Easton, Ph.D.
Executive Vice President/Provost

LEA Official: _____
Title: _____

Date: _____

Date: _____

EXHIBIT "A"

Program Definitions

"Students" means persons enrolled in a program at the University which is approved by the Commission on Teacher Credentialing and which leads to an education credential.

"Student Teachers" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly-credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District.

"Pre-Teaching Field Experience" shall refer to a brief (five to ten week) period in which a beginning Student in the University will actively participate in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers. As the University credential program is designed as an internship, the Pre-Teaching Field Experience is the most common form of classroom exposure before beginning an internship position. The Pre-Teaching Field Experience is not commensurate with Student Teaching.

"Residents" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly-credentialed employee of the District that has been trained as a Master Teacher by CGU. An assignment of a student of the University to a resident student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a full academic school year. Residents may be hired as 30 day substitutes and sub for their Master Teacher or other teacher at the school site for a maximum of 2 days per week and provided it does not interfere with the Residents progress in the program. That said, Residents are able to accept a long term substitute assignment to fill in for their Master Teacher if he/she is going to be out for an extended period of time.

"Student Interns" means persons recommended by the University who have been approved to engage in unpaid educational service experiences (counseling, nursing, administration, librarianship, food and nutrition, paralegal, etc.) under the supervision of an appropriately trained or credentialed employee or a registered, licensed, or certified clinician/professional of the District.

"Teaching Interns" means persons recommended by the University, possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly-credentialed employee of the District and a University supervisor. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

"Student Observers" means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly-credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly-

EXHIBIT "A"

credentialed employee of the District. Student observers are limited to 20 hours per semester per school site. University does not provide compensation for District employees that supervise Student Observers.

"Education Administration Fieldwork/Interns" means persons recommended by the University who hold a baccalaureate degree from a regionally-accredited institution of higher education (EC 44453) and who have completed three years experience on a prerequisite credential, received a passing score on the CBEST, and are eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and who shall be under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 15 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

"Service Learning Students" means persons recommended by the University who have been approved to engage in service learning activities as specifically set forth in their respective associated learning plans as reviewed and agreed upon in advance by the University student, University, and District. Service learning students may be permitted to engage in activities or work with District students only under the direct supervision and in the presence of a regularly credentialed employee or a registered, licensed, or certified clinician/professional of the District.

"English Learner Authorization" means certificate or equivalent designation that authorizes instruction to English learners. All teacher candidates admitted to a California Multiple or Single Subject Teacher Credential Program on or after July 1, 2002 complete embedded English learner course work authorized under Assembly Bill 1059 (Chap. 711, Stats. 1999). In June 2006, an English Learner authorization was also embedded in the coursework for the Education Specialist Credential. These individuals earn an English learner authorization directly on their teaching credential.

"University Supervisor" means a University employed individual who meets the minimum qualifications set forth in Exhibit "D" attached hereto, and is assigned to coach, advise, mentor, evaluate and instruct University students that are in any clinical field experience or internship teaching. University Supervisors are employed as Mentor Teacher Leads and Faculty Advisors.

"Mentor Teacher" means an LEA employed Teacher who meets the minimum qualifications set forth in Exhibit "D" attached hereto, and has been selected through a collaborative process between LEA and University to mentor and supervise one or more University students placed in his/her classroom for the University educational fieldwork experiences.

"Site Support Provider" means an LEA employed individual who meets the minimum qualifications set forth in Exhibit "D" attached hereto, and is assigned by LEA to mentor the Teaching Intern in collaboration with the University and LEA supervisor/s. The SSP must be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and

EXHIBIT "A"

for support of language accessible instruction through in-classroom modeling and coaching as needed.

"Professional Development Plan" means the document that is developed and monitored by the University in collaboration with the District/School that identifies individuals responsible for the intern's support and supervision and includes a summary of activities related to weekly course planning, coaching within the classroom, problem solving regarding students, curriculum and teaching, services to interns who have not yet earned the English Learner Authorization and evaluation of the intern.

"Participating Teachers" means persons enrolled in CGU's Induction Program who hold a valid California Credential and are working or engaging in classroom experiences to clear their preliminary credential.

EXHIBIT "B"

STUDENT'S STATEMENT OF RESPONSIBILITIES
AND
AGREEMENT TO HOLD HARMLESS

In connection with my participation in the educational fieldwork program ("**Program**") of Claremont Graduate University ("**University**"), at the facilities of the Glendale Unified School District ("**LEA**"), pursuant to an Agreement between University and LEA, dated August 1, 2021 ("**Agreement**"), I ACKNOWLEDGE AND AGREE THAT I am solely responsible for the following:

- Providing services to or observing LEA's students only under the direct supervision of LEA's professional staff;
- Conformance to all applicable LEA policies, procedures, rules and regulations, and all requirements and restrictions specified jointly by representatives of University and LEA;
- Arranging for my own transportation to and from the LEA if not provided by University;
- Reporting to LEA on time;
- Arranging for my own health insurance when not provided by the University;
- Procuring and maintaining automobile insurance on my personal vehicle, with coverage limits as required under California law, prior to entering LEA grounds in my personal vehicle or, if entering LEA grounds in a vehicle owned by another, ensuring that the owner of such vehicle has in force an automobile insurance policy with coverage limits required by law;
- Assuming responsibility for personal illness and, prior to entering LEA grounds, providing to University and LEA proof of necessary immunizations, such as measles and rubella immunizations within the past four (4) years; negative tuberculin test; chest x-ray; and annual health examination;
- Adhering to all LEA guidelines related to COVID-19 safety and health regulations.
- Paying the full costs of any and all emergency medical care or medical services rendered to me while I am on LEA grounds in connection with the Program;
- Maintaining the confidentiality of LEA pupil information, in which connection I understand and will abide by the following:
 - a. No University student may have access to or have the right to review any LEA pupil record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by University students of any LEA pupil information of a

EXHIBIT "B"

personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the practical experience.

- b. University students are subject to LEA's policies respecting confidentiality of LEA pupil information. No University student may have access to individually identifiable LEA pupil information unless the pupil's parent or guardian has first given written consent using a form approved by LEA that complies with applicable state and federal laws, including the Health Insurance Portability and Accountability Act ("HIPAA") and HIPAA Regulations regarding the confidentiality of health information, if applicable. In the absence of consent, University students may use only unidentified information in any discussions about the service learning experience with University, its employees, representatives, or agents.
- c. University student shall strictly limit the use of video capture for the purposes of University assignments and completion of Program requirements (Teaching Performance Assessment). University student will adhere to applicable LEA policies and procedures regarding the use of recording devices and student privacy.

- Complying with LEA's dress code and wearing a name badge identifying myself as a student from the University;
- Attending an orientation to be provided by University personnel; and
- Notifying LEA immediately should I become aware of any violation of state or federal laws by any University student.

I FURTHER AGREE to defend, indemnify and hold harmless LEA and University, their governing board members or trustees, officers, agents, employees, and volunteers from any and all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and/or damage to property sustained or claimed to have been sustained arising out of my activities in the Program whether such activities are authorized under the Agreement or not; and I shall pay for any and all damage to the property of LEA, or loss or theft of such property, done or caused by me. I understand that LEA assumes no responsibility whatsoever for any property placed on LEA premises by me or University. I further agree to waive all rights of subrogation against LEA and/or University. The provisions of this Hold Harmless Agreement do not apply to any damage or losses caused solely by the negligence of LEA and/or University or any of their agents or employees.

Signed: _____

Print Name: _____

Date: _____

EXHIBIT "C"

University's Obligations with Respect to District Labor Disputes

In the event of District labor disputes, University shall ensure the following:

- A. In the event of a labor dispute in the District, University will direct its students involved in the Program at the District to report to the University until the University supervisor and Program coordinator have assessed the situation.
- B. During a labor dispute at a District Program site, University faculty members who supervise students will visit the District's school site on a regular basis to observe and to meet with District personnel, and such University faculty members shall determine on behalf of the University whether the situation remains educationally valid and physically safe for Program activity.
- C. During District labor disputes, if the aforementioned University personnel determine, in their sole and absolute discretion, that the situation is educationally valid and physically safe and that the District teacher or supervisor is present in his/her regular position, the University supervisor will allow the student the option of continuing Program activities at that site or of terminating the assignment.
- D. University shall be solely responsible for evaluating the safety of its students in the event of a District labor dispute and for making the determination as to whether its students may safely continue their Program experiences at District sites.

EXHIBIT “D”

Roles and Responsibilities

Mentor Teachers

Mentor Teachers are school district employees who have been selected by TEP to work with our candidates during Phase 1 (pre-teaching) and Phase 2 (Residency) because of their efficacy in fostering academic success for culturally and linguistically diverse students, and because of their commitment and ability to coach and mentor candidates. TEP’s Mentor Teachers are hand-selected and routinely participate in professional development.

Mentor Teachers play a vital role in ushering candidates into the profession. Their experience, support and modeling of teaching and professional practices leave a lasting impression on candidates’ own perceptions and practices. All Mentor Teachers bring to the position different aspects of teaching of importance to them and we encourage them to share these interests and talents with their candidate(s). In addition, the following expectations reflect the experiences *all* candidates need on their journey to becoming highly effective teachers.

Coaching Expectations

Mentor, support, provide constructive feedback to candidates’ and evaluate progress regarding their development of the Critical Social Justice Teaching Competencies and California TPEs, and progress toward their goals.

Help candidates bridge academic/theoretical discussions with clinical/practical school realities.

Meet with candidates regularly to debrief the day, plan, review student work, prepare for lessons, develop assessments and discuss classroom ecology/routines.

Support short and long-term lesson planning through modeling and consulting, collaborating, and coaching.

Introduce candidates to the political nature in schools (i.e., where to get help; whom to talk to about various topics; roles and responsibilities of support personnel; etc.) and provide guidance on how to successfully navigate this environment.

Assist candidates with finding, developing, and/or utilizing appropriate resources, including technology, materials, artifacts, and/or data necessary to complete credential and course assignments.

Assistant in the creation and execution of an action plan if your assigned candidate is struggling to meet program and/or school site expectations.

Pedagogical & Professional Modeling Expectations

Model varied research-based and culturally responsive instructional strategies that are aligned with program and state requirements; provide candidates with explanations of implementation and rationale.

Model and include candidates in *consistent* short- and long-term planning and execution of standards-based lessons/units using state-adopted resources.

Model strategies to differentiate instruction for students’ cultural, linguistic, and developmental needs, including English language learners and students with special needs. [*i.e. evidence-based strategies for integrated and designated English Language Development (ELD)*].

Model a Warm Demander demeanor, including effective strategies for nurturing a productive and engaging classroom ecology (*e.g. classroom organization, norms, rituals, and routines*) with particular emphasis on empowering traditionally marginalized or oppressed students.

EXHIBIT "D"

Model using multiple methods of assessment to make students' learning/understanding visible *and* to inform instruction.

Model how to use reflection and analysis of one's teaching to inform and improve future instruction.

Model developmentally appropriate, ethical, and professional relationships and communication with students, households, staff, and colleagues.

Model effective communication with families that builds strong home and community relationships and enhances students' learning and growth.

Model professional behavior, including professional dress, preparedness, timeliness, and other professional duties.

Professional Duties & Responsibilities

Embody, actualize, and promote TEP's critical social justice mission; recognize and seek to change injustice and inequity in the school system and classroom.

Schedule and conduct a minimum of 6 formal observations per semester using the POD (Prepare-Observe-Debrief) cycle in a manner that best facilitates and promotes candidates' reflection and growth over the term.

Regularly read and respond to candidate's reflection journal.

Evaluate candidate progress in light of TPEs and TEPs CSJ Teaching Competencies.

Communicate regularly with TEP regarding candidate progress.

Notify relevant TEP Mentor Teacher Leads and/or TEP Leadership as soon as there is any concern pertaining to a Candidate or the clinical experience.

Attend CGU-sponsored professional development and other meetings.

Complete all required CGU-documentation and submit CGU-required paperwork in a timely manner.

Provide a letter of recommendation/reference for candidates that have successfully completed the clinical experience.

Requirements

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices

Recent professional experiences in school settings where curriculum aligns with CA adopted content standards and frameworks

Experience working in schools that reflect the diversity of CA's diverse student population

Hold a valid teaching credential (clear or equivalent)

Minimum of three to five years of exceptional teaching experience

Recommendation for administrator and approval from LEA Human Resources

Interview/observation by CGU TEP

Site Support Providers

Site Support Providers (SSPs) are school LEA employees or contracted individuals who have been selected by the LEA to support and mentor teachers on an intern credential. They provide the intern with support and mentorship related to weekly course planning, coaching within the classroom, problem solving regarding students, curriculum and teaching.

EXHIBIT "D"

Coaching Expectations

Mentor, support, provide constructive feedback to candidates' and evaluate progress regarding their development of the Critical Social Justice Teaching Competencies and California TPEs, and progress toward their goals.

Meet with candidates regularly to debrief the day, plan, review student work, prepare for lessons, develop assessments and discuss classroom ecology/routines.

Support short and long-term lesson planning through modeling and consulting, collaborating, and coaching.

Introduce candidates to the political nature in schools (i.e., where to get help; whom to talk to about various topics; roles and responsibilities of support personnel; etc.) and provide guidance on how to successfully navigate this environment.

Assist candidates with finding, developing, and/or utilizing appropriate resources, including technology, materials, artifacts, and/or data necessary to complete credential and course assignments.

Professional Duties & Responsibilities

Unsure that the candidate receives a minimum of 5 hours of school-based support each week; support may include PD, staff meetings, department meetings, collaborative lunch meetings, shared-planning time, etc.

Communicate regularly with TEP regarding candidate progress.

Notify relevant TEP Mentor Teacher Leads and/or TEP Leadership as soon as there is any concern pertaining to a Candidate or the clinical experience.

Provide evidence of mentor training and/or attend CGU-sponsored professional development.

Complete all required CGU-documentation and submit CGU-required paperwork in a timely manner.

Requirements

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices

Hold a valid teaching credential (clear or equivalent)

Minimum of three to five years of exceptional teaching experience

Recommendation for administrator

EXHIBIT "D"

Mentor Teacher Leads

TEP's Mentor Teacher Leads work with us during the Pre-teaching and Residency Experience. Mentor Teacher Leads support the Mentor Teachers and candidates within a designated geographic region, and serves as a liaison between the candidate, the Mentor Teacher, the school district/site, and TEP's Leadership.

Coaching Expectations

Guide and support TEP's Mentor Teachers so that they can best help their candidate develop the TEP Critical Social Justice Teaching Competencies and the California TPEs; as needed, provide resources, materials, and ideas to help them meet the needs of individual candidates. As needed, assist with training Mentor Teachers.

Conduct a minimum of three informal observations of all assigned candidates, each semester. Collect evidence and provide feedback in terms of the TPEs and TEP Critical Social Justice Teaching Competencies.

Communicate, clarify, and promote TEP's mission and expectations to both candidates and Mentor Teachers.

Help resolve issues/problems that arise between the candidate, Mentor Teacher, students, households/community and/or the school site.

Guide the creation and execution of an action plan for any candidate not meeting program expectations.

Professional Expectations

Embody, actualize, and promote TEP's critical social justice mission; recognize and seek to change injustice and inequity in the school system and classroom.

Maintain communication between designated Mentor Teachers, candidates, and TEP Leadership, including processing documentation associated with the clinical experience.

Communicate regularly with the administrators at designated school sites.

Monitor candidates' progress and Mentor Teachers' effectiveness and report any issues or concerns to TEP Leadership.

Maintain a communication log with TEP Leadership.

Attend CGU-sponsored professional development and other meetings.

Complete all required CGU-documentation; *submit documentation for mileage reimbursement within 30 days.*

Write a letter of recommendation/reference for each assigned candidate.

Provide TEP Leadership with feedback to help improve the program and Pre-teaching experience.

Requirements

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices

Recent professional experiences in school settings where curriculum aligns with CA adopted content standards and frameworks

Experience working in schools that reflect the diversity of CA's diverse student population

Hold a valid teaching credential (clear or equivalent)

EXHIBIT "D"

Minimum of three to five years of exceptional teaching experience
Recommendation for administrator and approval from LEA Human Resources
Interview/observation by CGU TEP

Clinical Faculty Advisors

TEP's Clinical Faculty Advisors work with candidates during the year-long Phase II of the clinical experience. These experienced educators support candidates within a designated geographic region, and serve as a liaison between the candidate, the school district/site, and TEP's Leadership. Clinical Faculty advisors help candidates bridge the connection academic/theoretical concepts with clinical realities.

Coaching Expectations

Mentor, support, and provide feedback to teacher candidates regarding the development of the TEP Critical Social Justice Teaching Competencies and the California TPEs, and progress to their goals

Discuss and provide a model of varied research-based and culturally responsive instructional strategies; provide candidates with explanations of implementation and rationale of how and when to use strategies effectively.

Communicate, clarify, and promote TEP's mission and expectations to both candidates and Mentor Teachers/SSPs.

Help resolve issues/problems that arise between the candidate, Mentor Teacher, Site Support Providers, students, households/community and/or the school site.

Be accessible to candidates during working hours, via email and/or phone to discuss timely questions pertaining to coursework and/or clinical experiences.

Assist candidates with finding, developing, and/or utilizing appropriate resources, including technology, materials, artifacts, and/or assessment data necessary to complete credential and or academic course assignments.

Evaluate the progress of your candidate considering the TEP Critical Social Justice Teaching Competencies and TPEs.

Professional Expectations

Embody, actualize, and promote TEP's critical social justice mission; recognize and seek to change injustice and inequity in the school system and classroom.

Maintain communication between designated Mentor Teachers, SSPs, candidates, and TEP Leadership, including processing documentation associated with the clinical experience.

Schedule and conduct the required number of formal observations using the POD (Plan-Observe-Debrief) cycle in a manner that best facilitates and promotes candidates' reflection and growth over the term.

Communicate regularly with the administrators at designated school sites.

Maintain a presence at assigned school sites, monitor candidates' progress and Mentor Teachers' effectiveness, and report any issues or concerns to TEP Leadership.

Maintain regular communication with TEP Leadership.

Attend CGU-sponsored professional development and other meetings.

Complete all required CGU-documentation; *submit documentation for mileage reimbursement within 30 days.*

EXHIBIT "D"

Write a letter of recommendation/reference for each assigned candidate.
Provide TEP Leadership with feedback to help improve the program and Pre-teaching experience.

Requirements

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices

Recent professional experiences in school settings where curriculum aligns with CA adopted content standards and frameworks

Experience working in schools that reflect the diversity of CA's diverse student population

Hold a valid teaching credential (clear or equivalent)

Minimum of three to five years of exceptional teaching experience

Recommendation for administrator and approval from LEA Human Resources

Interview/observation by CGU TEP

EXHIBIT "E"

CLAREMONT GRADUATE UNIVERSITY
TEACHER EDUCATION PROGRAM

CLINICAL FIELD EXPERIENCE PLACEMENT REQUEST

1 STUDENT NAME _____
Street Address _____
City _____ Zip _____
Home Telephone () _____ Work Telephone () _____

2 SETTING
 Elementary Grade(s) _____
 Middle School Subject or Core _____
 High School Subject(s) _____

3 CLASSROOM
 English Only
 Structured English Immersion
 Bilingual

4 DISTRICT/LEA _____ Telephone _____

5 SCHOOL NAME _____
Street Address _____
City _____ Zip _____
Principal's Name _____ Telephone _____
Principal's Email _____
Student start date _____
Student end date _____

6 TERMS

DAYS	M	T	W	Th	Fr
HOURS					

Type of Placement:
 Pre-Teaching
 Residency
 Student Teaching
 Other:

7 MASTER TEACHER INFORMATION or DISTRICT EMPLOYED SUPERVISOR
Name _____ Phone Number: _____
Email _____ Room#: _____

8 SUBSTITUTE TEACHING
 Yes, Student may be hired as 30 day sub
 No, student may not be hired as 30 day sub

8 Approval
 Placement Approved
 Placement Denied

9 District Representative: _____
Date: _____

This school meets the ethnic, linguistic and economic diversity requirements of the CGU Teacher Education Program.

_____ or _____
District Coordinator Co-Director approval required, if above boxed diversity requirements not met.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 34

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Dr. Darneika Watson, Chief Human Resources & Operations Officer

PREPARED BY: Hagop Eulmessekian, Director, Student Support Services

SUBJECT: **Reclassification of Student Records**

The Superintendent recommends that the Board of Education authorize the reclassification of the student records listed in this Board Report as Class 3 Records, not required by law to be neither retained nor worthy of further preservation by the school district.

Education Code Section 35253 states that whenever the destruction of records of a district is not otherwise authorized or provided for by law, the governing board of the district may destroy such records of the district in accordance with regulations of the Superintendent of Public Instruction.

Education Code Section 49061 states that "Student Record" is any item of information directly related to an identifiable student, other than directory information, which is maintained by a school District or required to be maintained by an employee in the performance of the employee's duties whether recorded by handwriting, print, electronic, or other means. Student records include information relative to an individual student gathered within or without the school system and maintained within the school system, regardless of the physical form in which it is maintained and shall include the student's health record. Essential in this definition is the idea that any information, which is maintained for the purpose of second party review, is considered a student record. A student's cumulative record, if not transferred, is a continuing record until the student ceases to be enrolled in the district. The three classifications of records are as follows:

Mandatory Permanent Student Records are those records that the schools have been directed to compile by California statute authorization or authorized administrative directive. Each school district shall maintain indefinitely all mandatory permanent student records or an exact copy thereof for every student who was enrolled in a school program within said district. Such records shall include the following:

- a. Legal name of student
- b. Date of birth
- c. Method of verification of birth date
- d. Sex of student
- e. Place of birth
- f. Name and address of parent of minor student
 - (1) Address of minor student if different from the above
 - (2) An annual verification of the name and address of the parent and the residence of the student
- g. Entering and leaving dates for each school year and for any summer session or other extra session
- h. Subjects taken during each year, half-year, summer session, or quarter
- i. The mark or credits toward graduation allowed for work taken if marks or credits are given
- j. Verification of or exemption from required immunizations
- k. Date of high school graduation or equivalent
- l. CAHSEE

Education Code Section 35254 states that the governing board of any school district may make microfilm or photographic copies of any records of the district. The original records may then be destroyed.

Mandatory Interim Student Records are those records which the schools are directed to compile and maintain for stipulated periods of time and are then destroyed as per California statute, regulations, or authorized administrative directive. Such records include the following:

- a. A log or record identifying those persons (authorized school personnel), agencies, or organizations requesting or receiving information from the record.
- b. Health information, including Child Health Developmental Disabilities Prevention Program, verification, or waiver.
- c. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge.
- d. Language training records.
- e. Progress slips and grades received in courses of instruction.
- f. Parental restrictions regarding access to directory information or related stipulations.

- g. Parent, guardian, or adult student rejoinders to challenged records and to disciplinary action.
- h. Parental authorizations or prohibitions of student participation in specific programs.
- i. Results of standardized tests administered within the preceding three years.
- j. Work permits/permits to employ.
- k. Absence slips and verifications.
- l. Suspension notices and expulsion records.
- m. Independent study evaluation and findings according to Education Code, Section 51747(b).

California Code of Regulation, Title 5, Section 437 (c) provides that Mandatory Interim Student Records of students no longer in school may be destroyed in the third year following their classification as Class 3, Disposable.

Permitted Records are those student records, which districts may maintain for appropriate educational purposes. Such records may include:

- a. Objective counselor and/or teacher ratings
- b. Standardized test results older than three years
- c. Routine discipline data
- d. Verified reports of relevant behavioral patterns
- e. All disciplinary notices
- f. Attendance records not covered in Code of Regulations, Title 5, 400

California Code of Regulation, Title 5, Section 437 (d) provides that Permitted Records of Students no longer in school may be destroyed after six months following the pupil's completion of or withdrawal from the educational program.

All of the records shown below are either: (1) obsolete Mandatory Interim Student Records, which will be destroyed three years following Board Action to reclassify (summer of 2024); or (2) Permitted Records, which may be destroyed six months after the student leaves the District:

SCHOOL	# OF BOXES	RECORD TYPE	YEAR(S)
ELEMENTARY SCHOOLS			
Cerritos	1	Mandatory Interim Records	2016-18
Columbus	5	Mandatory Interim Records	2018-19
Jefferson	7	Mandatory Interim Records	2017-19
La Crescenta	1	Mandatory Interim Records	2018-19
Mountain Ave.	21	Mandatory Interim Records	2016-20
Verdugo Woodlands	6	Mandatory Interim Records	2014-19
MIDDLE SCHOOLS			
Roosevelt	2	Mandatory Interim Records	2018-19
Wilson	3	Mandatory Interim Records	2018-19
HIGH SCHOOLS			
Clark Magnet	19	Mandatory Interim Records	2010-19
Crescenta Valley	39	Mandatory Interim Records	2018-19
Daily/Verdugo Academy	13	Mandatory Interim Records	2018-19
Glendale	37	Mandatory Interim Records	2018-19
Hoover	13	Mandatory Interim Records	2018-19

TO SUPPORT 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 13, 2021

CONSENT CALENDAR NO. 35

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Memorandum of Understanding (MOU) with the First United
Methodist Church of Glendale for Parking**

The Superintendent recommends that the Board of Education approve a Memorandum of Understanding (MOU) with the First Unified Methodist Church of Glendale for use of the Church's parking lot by GUSD and use of Administration Parking lot by the church. There is no cost to either party.

The Church agrees to grant non-exclusive rights to the District for the use of the Church's parking lots in the alley or Jackson Street side of the property located at 134 North Kenwood Street, Glendale, CA 91206, on weekdays and only when there are no Church events scheduled.

The District agrees to grant non-exclusive rights to the Church for the use of the District's parking lot on weeknights, weekends and holidays, and only when there are no District events scheduled.

The term of this agreement is from July 1, 2021 to June 30, 2022.

TO SUPPORT 2020-2021 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is by and between the First United Methodist Church of Glendale (Church) and the Glendale Unified School District (District), herein both considered the (Parties).

WHEREAS the District desires use of the Church's alley and Jackson St side parking lots located at 134 North Kenwood Street, Glendale, CA 91206, during weekdays for the purpose of holding public and District meetings, when no Church events are scheduled.

WHEREAS the Church is interested in providing aforementioned parking lots to the District for such meetings.

WHEREAS the Church desires use of the District's parking lot located at 223 North Jackson Street, Glendale CA 91206, during weeknights, weekends and holidays, when no District events are scheduled.

WHEREAS the District is interested in providing aforementioned parking lot to the Church for such meetings.

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 from July 1, 2021 through June 30, 2022. This MOU is subject to cancellation on a thirty (30) calendar day written notice by either Party. Renewal of this MOU may occur on execution by both Parties, or by written amendment to the MOU providing such extension.
2. Use of District Parking Lot: The District agrees to grant non-exclusive rights to the Church for the use of the District's parking lot located at 223 North Jackson Street, Glendale, CA 91206, on weeknights, weekends and holidays, and only when there are no District events scheduled. All cars must be vacated from the District parking lot by 10:00 pm. The parking lot must be locked and all trash and debris removed from the premise. When exclusive use of the District's parking lot is required by the Church for special events, the Church Business Administrator will request approval and schedule exclusive use with the District designee.
3. Use of Church Parking Lot: The Church agrees to grant non-exclusive rights to the District for the use of the Church's parking lots in the alley or Jackson St side of the property located at 134 North Kenwood Street, Glendale, CA 91206, on weekdays and only when there are no Church events scheduled. All cars must be vacated from the Church parking lot by 6:00 pm. Trash and debris must be removed from the premise.

4. Insurance: The Parties shall provide a Certificate of Insurance naming additional insured(s) by endorsement. Insurance coverage for General Liability and Automobile Liability coverage shall be, at a minimum, in the amount of one million dollars, three million dollars aggregate (\$1,000,000/\$3,000,000), and Workers Compensation Insurance as required by law. The Parties shall maintain the insurance in effect at all times during the life of this MOU.

5. Indemnification: The Parties shall defend, indemnify, save and hold harmless the other Party, its Board of Trustees, affiliates, agents, officers, directors, shareholders, employees, representatives, and volunteers from, and against all Claims, damages, losses, cause of actions and demands, including reasonable attorney's fees and costs incurred in connection with, or in any manner arising from the MOU.

6. Notices: Any Notices or communications under this MOU 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 required, postage prepaid and addressed in the care of:

District: Glendale Unified School District
Attn: Chief Business & Financial Officer
223 North Jackson Street
Glendale, CA 91206

Church: First United Methodist Church of Glendale
134 North Kenwood Street
Glendale, CA 91206

7. Assignment: Each Party binds themselves, their successors, assigns, and representatives with respect to all terms of this MOU. Neither Party shall assign or transfer any interest in the MOU without written consent of the other Party.

8. Amendments: This MOU cannot be changed or supplemented orally and may be modified or superseded only by written and executed consent by both Parties.

9. 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.

10. 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.

11. Interpretation: The language of all parts of this MOU shall, in all cases, be construed as whole, according to its fair meaning, and not for or against either Party.

12. Conflict Resolution: Should any problem or conflict arise, it is understood that the authorized representative(s) of the Parties shall accomplish an effective resolution through mediation, and at each Parties shared expense.

13. Governing Law: This MOU shall be governed by the laws in the State of California and venue shall be in the appropriate Superior Court of Los Angeles County, California.

In witness thereof, the parties hereto have caused this MOU to be fully executed.

First United Methodist Church of Glendale

Glendale Unified School District

Tyler Schmidt
President, Board of Trustees

Stephen Dickinson
Chief Business & Financial Officer

Date: _____

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 36

TO: Board of Education
FROM: Dr. Vivian Ekchian, Superintendent
PREPARED BY: Kristine Nam, Communications Director
SUBJECT: **Agreement with Bertelli Public Affairs**

The Superintendent recommends that the Board of Education approve the service agreement with Bertelli Public Affairs for strategic communication support in the amount of \$55,000.00 for the 2021-22 school year.

Bertelli Public Affairs focuses primarily on strategic guidance, tactical implementation, and content creation on critical issues. The service agreement will support implementation of strategic communications related to COVID-19 safety and health protocols, Federal and State COVID-19 relief funding, equity and race, and collective bargaining as schools open for the 2021-22 school year.

The contract will not exceed 12 months or \$55,000.00. This contract includes a monthly fee of \$5,000.00 which begins on July 15, 2021 and is completed on June 15, 2022. This services is paid from the Unrestricted General Fund.

TO SUPPORT BOARD PRIORITY NO. 2 and 4: Foster a positive culture of learning – increase parent and family engagement opportunities; and Maintain district financial responsibility.

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

SERVICES AGREEMENT

This **Agreement** for Professional Services (“Agreement”) is made and entered into as of the 15th day of July, 2021 by and between the Glendale Unified School District, (“District”) and Bertelli Public Affairs a corporation, whose place of business is Folsom [City], herein referring to as (“Contractor”), (together, “Parties”).

WITNESSETH: The parties do hereby contract and agree as follows:

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

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** Contractor shall commence providing services under this Agreement on July 15, 2021 and will diligently perform as required and complete performance by June 15, 2022 .
2. **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
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Non-collusion Declaration
- Tuberculosis Clearance

3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) Fifty Five Thousand dollars (\$ 55,000.00) which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

Note: Accounts Payable will not process payment until the services have been completed. 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, except as follows:
 - 4.1. N/A

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
 - 8.1. **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.
 - 8.2. **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.
 - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 8.3.1. material violation of this Agreement by the Contractor; or
 - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the 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.

9. **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.

10. **Insurance.**

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

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	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$ 1,000,000

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**
 Commercial General Liability Insurance and Any Auto Automobile Liability

Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

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

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

10.2.1. 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."

10.2.2. 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.

10.2.3. 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.

10.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

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

12. **Compliance with Laws, Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **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.
14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
15. **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).
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
17. **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.
18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 18.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 18.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **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 does 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 Insight'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.

21. **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. Vivian Ekchian

Contractor:

Bertelli Public Affairs
1329 Fong St.
Folsom, CA 95630

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.

22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
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.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
34. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
35. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
36. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. 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.
37. **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 Party'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 other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. 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 other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. 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. They 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.

38. **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.

SIGNATURE PAGE

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

Company Name Bertelli Public Affairs

By: Signature Title:
Print Name Dated: _____, 2021

By: Signature Title:
Print Name Dated: _____, 2021

*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;) 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: 1329 Fong St.
Folsom, CA 95630
Telephone: 916-216-1705
Facsimile:
E-Mail: cjbertelli@gmail.com

Employer Identification and/or Social Security Number

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.

Type of Business Entity:
Individual
Sole Proprietorship
Partnership
Limited Partnership
Corporation, State:
X Limited Liability Company
Other:

Glendale Unified School District

By: Date:

Print Name: Vivian Ekchian

Print Title: Superintendent

ATTACHMENT A

DESCRIPTION OF SERVICES TO BE PERFORMED BY

CONTRACTOR Contractor's entire Proposal is **not** made part of this Agreement.

Contractor may provide the following General Services:

Provide ongoing strategic communication counsel to GUSD leadership.

Identify and prioritize key audiences.

Develop/refine messages aligned to the GUSD's strategic goals.

Draft/edit written communication for use with key audiences.

Draft/edit external audience communication such as press releases, op-eds, media talking points, etc.

Develop/execute media engagement opportunities (pitching, arranging interviews, etc.).

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- 38.1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 38.2. 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: _____

Name of Contractor: Bertelli Public Affairs

Signature: _____

Print Name and Title: _____

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

EXHIBIT "B"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor 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.

- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

Contractor's responsibility for background clearance extends to all of its 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.

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

Date: _____

Name of Contractor or Company: _____

Representative's Name and Title: Chris Bertelli

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 _____ of Bertelli Public Affairs _____, 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 _____ [date], at _____ [city], _____ [state].

Signature

Chris Bertelli

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 Bertelli Public Affairs ("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:

- D The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 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 California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. 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

- D 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: _____
Name of Contractor: Bertelli Public Affairs
Signature: _____
Print Name and Title: _____

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



Bertelli Public Affairs
Get Through

Communications Support for Glendale Unified School District for the 2021-22 School Year

Situational/Strategic Analysis

As Glendale Unified School District prepares to open schools this fall for the 2021-22 school year, vestiges of previous COVID-19 considerations remain and new issues have emerged necessitating a clear and proactive communications strategy. Accommodations made for continued COVID-19 mitigation, funding issues, conversations around race and equity and employee contract issues are - or will be - part of conversations at the school, district and community level this school year.

Building on the work performed together this past spring, Bertelli Public Affairs will support GUSD leadership in providing strategic guidance as well as extra capacity for content creation on these and other critical issues.

Current Issues

There are a number of currently identifiable issues that GUSD leadership will want to communicate clearly with staff and families about:

- Continuing COVID-19 mitigating health and safety protocols - while the availability of COVID-19 vaccines for people aged 12 and higher has greatly reduced the presence of COVID-19 in the community, federal, state and local health guidance continue to advise taking certain precautions to continue to mitigate the spread of the virus.
- Federal and state COVID-19 relief funding - school districts were a primary beneficiary of funding aimed at addressing the effects of the virus on school communities. However, much of this funding included limits on how it could be spent and were "one-time" funds that, once used, will not be replaced.
- Equity and race (including Critical Race Theory) - for several years, issues of race and addressing issues of systemic inequality have been at the forefront of broader societal conversations. Over the last several months, Critical Race Theory (CRT) and its role in education has been pushed to the front of many conversations at the school district level around the country, requiring a conversation about what CRT is and isn't as well as how it differs with existing programs around equity and cultural responsiveness.
- Collective bargaining - the past two school years have been unusual for the need for near continuous collective bargaining negotiations to address ever-evolving pandemic-related issues, frequently leading to misinformation about key bargaining points. Clearly articulating future bargaining issues will be a priority for GUSD leadership.

Scope of Work

This proposal will cover the July 15, 2021 - June 15, 2022 timeframe.

Throughout that period, Bertelli Public Affairs will assist GUSD in the following communications activities:

1. Provide ongoing strategic communication counsel to GUSD leadership.
2. Identify and prioritize key audiences.
3. Develop/refine messages aligned to the GUSD's strategic goals.
4. Draft/edit written communication for use with key audiences.
5. Draft/edit external audience communication such as press releases, op-eds, media talking points, etc.
6. Develop/execute media engagement opportunities (pitching, arranging interviews, etc.).

This list is not comprehensive in that it is expected additional communications priorities will be identified but provides a list of the kinds of activities you can expect the firm to perform for each issue. Essentially, Bertelli Public Affairs will be available daily to provide strategic guidance and tactical implementation (extra capacity, if you will).

Budget

The cost for this proposal will be \$5,000/month, invoiced at the end of each month for the term of the agreement listed in the Scope of Work section.

Conclusion

Thank you for the opportunity to meet your communications needs during this important time. Please feel free to reach out to me should you have any questions.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 37

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: Approval of Agreement with Capitol Advisors Group

The Superintendent recommends that the Board of Education approve an agreement with Capitol Advisors Group for consulting and advocacy services, funded by the General Fund.

Capitol Advisors Group has experience and expertise in legislative consulting and advocacy, strategic counsel and assisting in developing mutually beneficial partnerships. Capitol Advisors will represent the interests of GUSD before the California Department of Education, State Board of Education, State Department of Finance, State Controller's Office, State Treasurer's Office, Governor's Office and any other agency designated by the district. The cost of this agreement is \$3,000 per month and may be terminated at any time with a 30-day notice.

TO SUPPORT 2020-2021 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.

CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on August 1, 2021 by and between the Glendale Unified School District (“Client”) and Capitol Advisors Group, LLC (“Contractor”), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in legislative consulting and advocacy, and in developing strategic partnerships, and is willing and able to perform services desired by Client; and,

WHEREAS, Client desires legislative consulting and advocacy services, strategic counsel, and assistance in developing mutually beneficial partnerships.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. The initial period of this Agreement shall be August 1, 2021, through June 30, 2022. At the end of the initial period, the Agreement shall operate on a month-to-month basis subject to the 30-day termination provisions included in Section 4 below. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, “Description of Services,” attached to this Agreement and incorporated by reference.
3. Compensation.
 - a. Compensation to Contractor for this Agreement shall be \$3,000 per month beginning on August 1, 2021 and each month thereafter for the contract term. This monthly retainer shall be paid on the first day of each month.
 - b. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client.
4. Termination. Either party may terminate this Agreement, with or without cause, effective upon thirty (30) days prior written notice to the other party. In case of termination, the Client shall be liable for all fees described under section 3 above, including approved travel expenses, up to the termination date.
5. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association, or any other relationship except that of independent contractor.

6. Limitation on Liability; Indemnification.

- a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- b. Each party shall defend, indemnify, and hold harmless the other party, and all of its agents, directors, officers, and employees from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify, and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.

7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To Capitol Advisors Group, LLC:

Kevin Gordon, President
925 L Street, Suite 1200
Sacramento, California 95814
(916) 557-9745
kevin@capitoladvisors.org

To Glendale Unified School District:

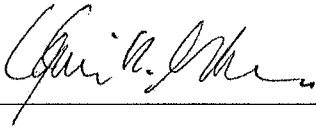
Vivian Ekchian, Superintendent
Glendale Unified School District
223 North Jackson Street
Glendale, CA 91206
(818) 241-3111

8. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy, or power.
9. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs, and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
10. Governing Law. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

Glendale Unified School District
Consulting and Advocacy Agreement

11. Client Responsibility for Fair Political Practices Commission (FPPC) Reporting and Accounting Requirements. State law (the Political Reform Act, Government Code section 81000 et seq.) and regulations of the FPPC govern reporting and accounting requirements for lobbyists, lobbying firms, and lobbyist employers. Contractor is a registered lobbying firm and complies with applicable FPPC requirements. Client is responsible for complying with its own reporting and accounting requirements, and payment of applicable fees, as required by the FPPC (including FPPC Regulations 18615 and 18616).
12. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.
13. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Kevin R. Gordon
President
Capitol Advisors Group, LLC

May 18, 2021

Date

Dr. Vivian Ekchian
Superintendent
Glendale Unified School District

Date

EXHIBIT A
Description of Services

Contractor will provide consulting and professional services to Glendale Unified School District. Those services may include, but are not limited to:

1. Fully engaging the Glendale Unified School District in the legislative and regulatory process to ensure that the perspectives and positions of the district are known to policymakers in state governmental agencies, regulatory bodies, and the Legislature.
2. Sharing regular updates with the Glendale Unified School District all legislative, regulatory, and policy proposals that may impact the school district.
3. Provide updates and opportunities to influence legislative outcomes on issues related to school accountability, assessment, human resources, special education, STRS/PERS and retirement, education technology, professional development, curriculum and instruction, maintenance and operations, school transportation and other issue areas as directed by the Superintendent or designee.
4. Provide updates to Glendale Unified School District related to school facilities planning and construction, Client items before the State Allocation board, and other developments pertaining to school facilities;
5. Representing the interests of the Glendale Unified School District before the California Department of Education, State Board of Education, State Department of Finance, State Controller's Office, State Treasurer's Office, Governor's Office, and any other agency designated by the Client.
6. Providing strategic advice to the Glendale Unified School District on issues including, but not limited to, school finance, education policy, implementation of recently enacted legislation, and implementation of the State Budget.
7. Pursuing the interests of the Glendale Unified School District before the Assembly and Senate Committees on Education, Appropriations, Budget, Local Government, Governance and Finance, Health, and other committees as directed by Client.
8. Providing guidance and expertise to the Glendale Unified School District related to the Local Control Funding Formula, Local Control Accountability Plans, and other state budget and state-level accountability requirements.
9. Making available to the Glendale Unified School District the strategic, political, fiscal, and policy advice of any of the partners or staff from Capitol Advisors Group.
10. Preparing and submitting reports to the Fair Political Practices Commission in accordance with state law for Client's lobbying activities.

GLENDALE UNIFIED SCHOOL DISTRICT

July 13, 2021

CONSENT CALENDAR NO. 38

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. Keller Williams Real Estate Services wishes to donate to the District \$7,000.00 to purchase playground equipment for use at College View School.
- b. Hee Joo An wishes to donate to the District \$2,000.00 to purchase materials and supplies to be used in the FACTS Program.
- c. Giulliano and Angela Prieto wish to donate to the District \$838.54 to purchase materials and supplies for the 6th grade fund at Franklin Elementary School.
- d. Consulate General of the Federal Republic of Germany wishes to donate to the District through the Educational Services Department \$11,873.00 to purchase instructional materials and supplies for use in the FLAG German Program at Franklin Elementary School.
- e. FACE Foundation wishes to donate to the District through the Educational Services Department \$4,000.00 for operating services for use in the FLAG French Program at Franklin Elementary School.
- f. Ford Motor Company, Rebecca Stark, wishes to donate to the District a Ford Focus car for use in the Auto Shop at Hoover High School.
- g. Abraham Lincoln Elementary School Foundation wishes to donate to the District \$26,291.50 to provide a copier service contract, primary music program, stipend for reading and library programs, gate upgrade, and equipment for use at Lincoln Elementary School.
- h. Abraham Lincoln Elementary School Foundation wishes to donate to the District \$1,100.00 to purchase a computer for the library for use at Lincoln Elementary School.
- i. Abraham Lincoln Elementary School PTA wishes to donate to the District \$500.00 to purchase office and other supplies for use at Lincoln Elementary School.

- j. Monte Vista Elementary PTA wishes to donate to the district \$4,831.03 to provide a library assistant for use at Monte Vista Elementary School.
- k. FAM Brands wishes to donate to the district 60,480 adult and children masks to be use within Glendale Unified School District.
- l. Aaron Leamon and Naomi Fink wish to donate to the District through the Educational Services Department \$150.00 to purchase instructional materials and supplies to be used in the Japanese FLAG Program at Verdugo Woodlands Elementary School.
- m. Anonymous wishes to donate to the district \$1,000.00 to be used to support Boys Track and Field at Glendale High School.