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

BOARD OF EDUCATION
AGENDA

January 18, 2022
Meeting No. 13
Regular Meeting

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

BOARD OF EDUCATION MEETING NO. 13
Administration Center
And
30 South Federal Highway, Fort Lauderdale, FL 33301

January 18, 2022

"Preparing our students for their future."

"Excelling Together with Endless Pathways for Success."

Please Note Times

5:00 P.M. -	**Opening,** **Acknowledgements & Recognitions** **Presentations** **Student Board Member Report** **Public Communications** **Closed Session**
7:30 P.M. -	**Regular Meeting** **Superintendent's Updates** **Information, Action,** **Consent Calendar,** **Reports**

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

AGENDA

ITEM **PAGE**

A. OPENING – 5:00 P.M.

1. Call to Order and Roll Call

2. Pledge of Allegiance led by Charlie Toledo, a 6th grade student at Cerritos Elementary School.

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 and Glendale High School Honor Band Students Participate in the Pasadena Tournament of Roses Parade

Honor Band Students from Glendale Unified Instrumental Music Programs participated in the Pasadena Tournament of Roses Parade on January 1, 2022. Students from Crescenta Valley High School include Cailyn Clarke – Color Guard/Banner, Paris Double – Percussion/Cymbals, Kenji Fujimoto – Trombone, Jasper Kugler – Tuba, Ryan Lee – Bass, Thalia Miller – Color Guard/Banner, Gabriella Richter – Percussion/Bass, Scott Schick – Percussion/Snare, Chris Seropian – Herald and Elliot Woo – Percussion/Snare. Students from Glendale High School include Daniel Armstrong – Trombone and Andrea Movsesyan – Color Guard/Banner.

2. School Board Recognition Month

The governing board of California's more than 1,000 school districts and county offices of education are being recognized for their commitment to providing quality public education to California's school children. The District would like to honor our Board Members for their outstanding support of our district and their contributions to education.

C. PRESENTATIONS

1. International Day of Acceptance

The College View School Community will be observing the International Day of Acceptance, for the fifth year in a row, on Thursday, January 20, 2022 at 1:20 p.m. The event will be held outdoors for students and College View Staff only. All of GUSD is encouraged to wear giraffe socks and join them in the spirit of celebrating all people with disabilities.

2. International Holocaust Remembrance Day

Glendale Unified is proud to recognize January 27, 2022 as International Holocaust Remembrance Day. Glendale Council PTA President Rebecca Johnson will join Board Members and District leaders for this special recognition. From January 25-28, GUSD students and teachers will once again have an opportunity to hear directly from survivors of the Holocaust via live Zoom sessions.

3. Black and African American History Month

Glendale Unified is proud to commemorate Black and African American History Month during the month of February. Our District pays tribute to the contributions Black and African Americans have made to American history in their struggles for freedom and equality. We reaffirm our commitment to understand, and intentionally work to eliminate racism in our curricula, our classroom cultures, and our relationships with our students, our parents/guardians, and each other because our collective future depends on it.

D. STUDENT BOARD MEMBER REPORT

1. Student Board Member Brandon Doronila will report on activities and events happening at the schools around the District.

E. COMMUNICATIONS FROM THE PUBLIC

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

Instructions for In-Person Communication

1. A visitor log/sign-in sheet and comment cards for public communication will be available outside the District office shortly before the start of the public meeting.
2. All visitors, whether speaking or not, will be required to complete a health screening and sign the visitor log, including their full name, time and date, and an email address and/or phone number where they can be reached should contact tracing be necessary.
3. Face masks must be worn covering the nose and mouth at all times for all visitors, including individuals speaking during public communication.
4. Visitors wishing to speak during public communication should complete a comment card and select if they wish to address the Board regarding a specific agenda item/subject or a non-agenda item.
5. After a speaker completes their public comment or if the time allotted has been reached, the speaker will be asked to return to their seat.
6. Comment cards will be accepted from shortly before the Board meeting begins until the close of the public communication agenda item.

Instructions for Zoom Communication

1. A sign-up form will be posted at www.gusd.net/communication 30 minutes prior to the start of the public meeting.
2. Speakers should fill in their name and select if they wish to address the board regarding a specific agenda item/subject or a non-agenda item.
3. Speakers are asked to attend the board meeting virtually via Zoom link: https://glendaleusd.zoom.us/j/82401935839
4. When it is time for a speaker to address the Board, the speaker will be upgraded to a webinar panelist and their name will be called. Speakers must be present in the Zoom meeting when their name is called in order to be given an opportunity to address the Board.
5. Speakers should rename their Zoom profile to their real names to expedite this process.
6. Speakers are requested to turn on their camera and state their name prior to addressing the Board.
7. 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.
8. The speaker sign up form will be closed following the close of the public communication agenda item.

F. 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. Personnel matters relating to the discipline, dismissal and release of school-based employees pursuant to Government Code §54957

3. Threat to Public Services or Facilities (Government Code Section §54957)
Consultation with: Dr. Vivian Ekchian, Superintendent

4. Conference with Legal Counsel-Existing litigations pursuant to Government Code Section §54956.9 (d)(1)
Case No. 2:20-cv-09334-JAK-JPR
Case No. 2021021126

G. RETURN TO REGULAR MEETING – 7:30 P.M.

H. SUPERINTENDENT'S UPDATES

1. Health and Safety Update

2. Kindness, Service and Inclusion

I. INFORMATION

1. Governor's Proposals and GUSD Budget Update **11**

This report will provide an opportunity to share information from the Governor's recent Budget proposal for 2022-23 and the GUSD budget impact.

2. Board Member Term Limits **12**

This report is in follow-up to the December 2021 Information Report. The board will continue its discussion of board member term limits.

3. Update on Measure S and Facility Programs **16**

There will be a presentation including a review of the action items on the agenda, as well as a discussion of future items that may be brought to the Board for consideration.

4. Proposed Textbook for Use in High School Women's Studies Elective Course **18**

The proposed basic textbook (Feminist Frontiers) is submitted for review and discussion by the Board of Education. The book has been reviewed for content and evaluated by members of the History-Social Science Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbook to the Board of Education. This textbook is presented as a resource for the elective Women's Studies course available for interested Juniors and Seniors. The text includes a collection of essays that are commonly used at the high school level.

I. INFORMATION - continued

5. Proposed Revisions to Board Policies Relating to Bylaws of the Board **19**

This report provides the Board of Education with information on the need to revise existing Board Policies (BP) 9150 (Student Board Member) and BP 9320 (Meetings and Notices) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

6. Acknowledgements of Service **32**

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

J. ACTION

1. Resolution No. 14 – Recognizing the Rich Culture, Contributions, and Value of our African American Students, Employees, Families and Community Members **35**

The Superintendent recommends that the Board of Education adopt Resolution No. 14 – Recognizing the Rich Culture, Contributions, and Value of our Black and African American Students, Employees, Families and Community Members.

2. Approval of Agreement with Frontline Education for Human Resources and Business Services Systems **39**

The Superintendent recommends that the Board of Education approve the agreement with Frontline Education for Human Resources and Business Services systems; one-time cost of $79,832 and annual cost of $120,055 paid from the General Fund.

3. Approval of Amendment No. 1 to Independent Consultant Agreement No. 602 with California Testing and Inspections for the Clark Magnet High School New CTE Building Project's Specialty Inspection Services **77**

The Superintendent recommends that the Board of Education approve Amendment No. 1 to Independent Consultant Agreement No. 602 with California Testing and Inspections for the Clark Magnet High School New CTE Building Project's specialty inspection services in the amount of $51,084, funded by Measure S funds.

4. Approval of Services Agreement Between Glendale Unified School District and Stepping Stones Group LLC **92**

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Stepping Stones Group LLC in an amount not to exceed $250,000 for providing contracted psychologists, speech therapists and special education teachers for the remainder of the 2021-2022 school year.

J. ACTION - continued

5. Approval of Services Agreement Between Glendale Unified School District and Total Recall Captioning Inc. **111**

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Total Recall Captioning Inc. in an amount not to exceed $220,000 for providing Communication Access Real-time Translation (CART) services for students for the remainder of the 2021-2022 school year.

6. Special Education Settlement Agreement

The Superintendent recommends that the Board of Education approve the Special Education Settlement Agreement: United States District Court Case No. 2:20-cv-09334-JAK-JPR.

7. Special Education Settlement Agreement

The Superintendent recommends that the Board of Education approve the Special Education Settlement Agreement Case No.2021021126.

8. Minimum Wage Compliance **130**

The Superintendent recommends that the Board of Education approve the Classified Salary Schedule due to the State Minimum Wage increase.

9. Approval of Services Agreement with Hey Tutor, Inc. **138**

The Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and Hey Tutor, Inc. for providing Special Educator, Tutor, and Proctor Candidates with a total not to exceed $800,000.

10. Approval of Services Agreement with EdFiles, Inc. **157**

The Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and EdFiles, Inc. for scanning of all personnel files with a total not to exceed $135,078.

11. Resolution No. 15 – Resolution to Place Before the Electorate a Proposal Limiting the Number of Terms a Member of the Board May Serve **183**

The Superintendent recommends that the Board of Education approve Resolution No. 15 – Resolution to place before the electorate a proposal limiting the number of terms a member of the Board may serve.

12. Approval of Board Policy 3510 – Green School Operations and Board Policy 3511.1 – Integrated Waste Management **188**

The Superintendent recommends that the Board of Education approve BP 3510 – Green School Operations, and Board Policy 3511.1 – Integrated Waste Management in compliance with the district's application for the CalRecycle grant.

K. 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 **195**

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

a. Regular Meeting No. 11 December 14, 2021
b. Special Meeting No. 12 January 4, 2022

2. Certificated Personnel Report No. 10 **208**

The certificated report recommends approval of the following:

Maternity leaves of absence, change of maternity leaves of absence, extension of maternity leaves of absence, change of parental leaves of absence, health leaves of absence, a change of health leave of absence, extension of health leaves of absence, a family & medical care leave of absence, family & medical leaves of absence, change of family & medical leaves of absence, extension of family & medical leaves of absence, an intermittent family & medical leave of absence, a rescission of family & medical leave of absence, a home responsibility leave of absence, additional assignments, a change of assignment, change of management positions, election to management positions, elections, elections hourly/daily, additional compensation, transportation authorization 2021-2022, revision to previous personnel reports, a personal services agreement and a conference/workshop/meeting authorization.

3. Classified Personnel Report No. 10 **236**

The classified report recommends approval of the following:

Election from eligibility list; reinstatement; termination-abandonment; additional assignments; change of assignments; revisions to previous board reports; election of classified hourly substitutes; election of classified/non classified hourly substitutes; personal services agreements; and transportation authorization.

4. Warrants **244**

The Superintendent recommends that the Board of Education approve Warrants totaling $29,830,136.32 for December 1, 2021 through January 11, 2022. .

5. Purchase Orders **249**

The Superintendent recommends that the Board of Education approve Purchase Orders totaling $ 7,928,960.11 for the period of December 6, 2021 through January 7, 2022.

6. Appropriation Transfer and Budget Revision Report **268**

Budget revisions and transfers reflect changes to existing budget appropriations necessitated by increases or decreases to previously established income and expenditure accounts. The Education Code requires Board of Education approval of all budget.

K. CONSENT - continued

7. Acceptance of Gifts **277**

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

8. Rejection of Claim from Rachlin Partners, Incorporated **279**

The Superintendent recommends that the Board of Education reject a claim on behalf of Rachlin Partners, Incorporated.

9. Approval of Project Closeout and Transfer of Funds from the New PDC/EEELP Palmer Project to the Marshall Elementary School Cafeteria/Multipurpose Building Project **280**

The Superintendent recommends that the Board of Education approve the project closeout and transfer of funds from the New PDC/EEELP Palmer Project to the Marshall Elementary School Cafeteria/Multipurpose Building Project in the amount of $3,799,534.

10. Quarterly Uniform Complaint Report Summary, Williams Settlement Legislation **281**

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.

11. Approval of the Services Agreement Between Glendale Unified School District and Lead Learner Associates **283**

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Lead Learner Associates in the amount of $1,600 to provide professional development to staff at Chamlian Armenian School.

12. Approval of Revisions to Board Policy 6142.8 - Comprehensive Health Education **302**

The Superintendent recommends that the Board of Education approve revisions to Board Policy (BP) 6142.8 (Comprehensive Health Education) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

13. Acceptance of Grant Funds for the Italian, French, and Japanese Dual Language Immersion Programs **305**

The Superintendent recommends that the Board of Education accept grant funds in the amount of $19,600 from the Italian Consulate, the Italian Ministry of Foreign Affairs, and Fondazione Italia for the Italian Dual Language Immersion Program at Franklin Elementary School; the FACE Foundation in the amount of $3,000 for the French Dual Language Immersion Program at Franklin Elementary School; and the Japanese Business Association in the amount of $6,275 for the Dunsmore Elementary School, Verdugo Woodlands Elementary School, Wilson Middle School, and Glendale High School Japanese Dual Language Immersion Programs.

K. CONSENT - continued

14. Acceptance of Grant Funds from the California Retired Teachers Association for Muir Elementary School **308**

The Superintendent recommends that the Board of Education accept grant funds in the amount of $1,000 from the California Retired Teachers Association to support the instrumental music program at Muir Elementary School.

15. Acceptance of Grant Funds from the Korean Education Center (KEC) in Support of the Korean Clubs at Rosemont Middle School, Toll Middle School and Hoover High School **309**

The Superintendent recommends that the Board of Education accept grant funds in the amount of $2,000 from the Korean Education Center in Los Angeles to support and strengthen the Korean Clubs at Rosemont Middle School, Toll Middle School and Hoover High School.

16. Approval of Proposed Board Policy Relating to Employee Use of Email **311**

The Superintendent recommends that the Board of Education approve the proposed Board Policy (BP) 4040.1 (Employee Use of Email Communication).

17. Agreement with Azusa Pacific University **314**

The Superintendent recommends that the Board of Education approve the Agreement for students in the School of Nursing between Glendale Unified School District and Azusa Pacific University

18. Cash Transfer of Funds from the Capital Project and Improvement Fund (40.1) to the Measure S Projects Fund (21.1) **324**

The Superintendent recommends that the Board of Education approve the cash transfer of $3,799,534 from the Capital Project and Improvement Fund (40.1) to the Measure S Projects Fund (21.1) to support the Marshall Elementary School Cafeteria/Multipurpose Building project.

19. Extension #4 of Agreement for Armored Transportation Services with Fortress Armored Services Company from January 1, 2022 through December 31, 2022 **325**

The Superintendent recommends that the Board of Education approve the extension of agreement with Fortress Armored Services Company for armored transportation services, from January 1, 2022 through December 31, 2022.

L. REPORTS AND CORRESPONDENCE

1. Board

2. Superintendent

M. ADJOURNMENT

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

INFORMATION REPORT NO. 1

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Governor's Proposals and GUSD Budget Update**

This report will provide an opportunity to share the latest information from the California Governor's budget proposals (1/10/22) for 2022-23 ongoing funding. All of the major education associations are releasing summaries every day as details about the proposals are clarified. Below is a summary of GUSD's analysis at this time:

Local Control Funding Formula

- 2022-23 cost of living adjustment (COLA) = 5.33%
- Proposal to change the LCFF calculation so that the greater of districts' current-year, prior-year, or the average of three prior-years' ADA may be used. Current law relies on the greater of prior-year or current-year ADA for LCFF allocation. We will provide more information as it becomes available

Other Topics and Proposals

- Proposal includes $500 million in ongoing funds for Special Education formula in addition to a COLA
- Universal Transitional Kindergarten - $639 million to expand eligibility for transitional kindergarten in Fiscal year 2022-23
- Additional ongoing funding for the Expanded Learning Opportunities Program
- Ongoing funding for universal access to subsidized school meals, and one-time funds for kitchen infrastructure
- One-time funding related to College and Career Pathways
- One-time funding to support the School Facilities Program

It is important to note that these proposals were made based on economic forecasts before the latest Omicron COVID-19 surge. Administration will continue to analyze the proposals and will bring the latest updates for the board meeting presentation.

***To Support 2021-2022 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

January 18, 2022

INFORMATION REPORT NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Board Member Term Limits**

This is a follow-up information report from the December 14, 2021 board meeting.

- The governing board of a school district may adopt or the residents of the school district may propose, by initiative, a proposal to limit or repeal a limit on the number of terms a member of the governing board of the school district may serve on the governing board of the school district (EC Section 35107 (c))

- Any proposal to limit the number of terms a member of the governing board of the school district may serve on the governing board of the school district shall apply prospectively only and shall not become operative unless it is submitted to the electors of the school district at a regularly scheduled election and a majority of the votes cast on the question favor the adoption of the proposal"

- The Board will review drafts of an election resolution and ballot language:
    - Place on ballot of the June 7, 2022 election
    - Limit: three terms of four years; 12 years total
    - No return or reset after time away from the Board
    - Term limits to follow the board member; does not reset if the board member moves to another trustee area
    - Applies prospectively with terms beginning on or after July 1, 2022
    - A partial term will not count as an elected term

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.*

DRAFT ----- BOARD OF EDUCATION ----- DRAFT
GLENDALE UNIFIED SCHOOL DISTRICT
GLENDALE, CALIFORNIA

RESOLUTION No. 15

**RESOLUTION TO PLACE BEFORE THE ELECTORATE
A PROPOSAL LIMITING THE NUMBER OF TERMS
A MEMBER OF THE BOARD MAY SERVE**

WHEREAS, the Glendale Unified School District (hereafter "District") is located in Los Angeles County and has a five-member Governing Board; and

WHEREAS, currently, each member of the Board is elected for a four-year term; and

WHEREAS, currently, there is no term limit applicable to any Board seat; and

WHEREAS, Education Code Section 35107 provides that either a governing board can adopt, or the residents of a school district may propose, by initiative, a proposal to limit the number of terms a member of a governing board may serve; and

WHEREAS, the Governing Board of the District desires to place before the electors residing within the District's boundaries a ballot measure calling for term limits for members of the Governing Board; and

WHEREAS, the action by the Governing Board to submit such a proposal to the electors shall be subject to procedures set out in Election Code Section 9500 and sections that follow; and

WHEREAS, by law, a proposal to limit the number of terms a member of a governing board may serve shall apply prospectively only and shall not become operative unless submitted to the electors of a district at a regularly scheduled election and a majority of votes cast are in favor of such a proposal;

NOW, THEREFORE, BE IT RESOLVED, that with the adoption of this Resolution, the Superintendent is directed to initiate all necessary steps to effectuate the desires of a majority of the Governing Board to place before the electors the proposition of imposing term limits on the members of the Board, as follows:

1. The matter of term limits shall be submitted to the electors of the District at the regularly scheduled election on June 7, 2022; and
2. If this measure is approved, it would impose a three-term limit on elected members of the Governing Board. Each term of office for an elected Board Member is four years; and
3. The measure will apply prospectively to the terms of elected Board Members which begin on or after July 1, 2022. This means a Board Member currently serving on the Board would be eligible to serve three additional terms as an elected Board Member; and
4. The three-term limit would be a lifetime limit. This means a person who has served three terms as an elected Board Member may not seek re-election for an additional term as a Board Member; and
5. Under this measure, a partial term will not count as an elected term. A Board Member will not have served an elected term if the person is elected or appointed to fill a vacancy after a term begins, or if the Board Member resigns or is removed from office before the term is completed; and

6. The limits imposed by this proposition may only be amended or repealed pursuant to the requirements of the Education Code.

BE IT FURTHER RESOLVED, that the Superintendent or designee shall deliver copies of this Resolution to the Los Angeles County Registrar, Recorder and County Clerk, and the Los Angeles County Office of Education.

PASSED AND ADOPTED by the Governing Board on January 18, 2022, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss.

I, Greg Krikorian, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

_____ _____

Clerk of the Governing Board Date

REGULARLY SCHEDULED ELECTION – JUNE 7, 2022

GLENDALE UNIFIED SCHOOL DISTRICT

Shall the Members of the Glendale Unified School District Board of Trustees be limited to three (3) elected terms of office?

FULL TEXT OF MEASURE _____

GLENDALE UNIFIED SCHOOL DISTRICT

TERM LIMIT PROPOSAL

Pursuant to Education Code Section 35107, the Board adopted the following proposal to limit the number of terms a member of the Board may serve ('Proposal') on January 18, 2022. This Proposal, if approved, by a majority of the votes cast by the registered voters residing within the boundaries of the District and voting thereon will prohibit an individual from serving more than three (3) elected terms on the Board as follows:

If this measure is approved, it would impose a three-term limit on elected members of the Governing Board. Each term of office for an elected Board Member is four years.

The measure will apply prospectively to the terms of elected Board Members which begin on or after July 1, 2022. This means a Board Member currently serving on the Board would be eligible to serve three additional terms as an elected Board Member.

The three-term limit would be a lifetime limit. This means a person who has served three terms as an elected Board Member may not seek re-election for an additional term as a Board Member.

Under this measure, a partial term will not count as an elected term. A Board Member will not have served an elected term if the person is elected or appointed to fill a vacancy after a term begins, or if the Board Member resigns or is removed from office before the term is completed.

The limits imposed by this proposition may only be amended or repealed pursuant to the requirements of the Education Code.

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

INFORMATION REPORT NO. 3

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, Innovation and Facilities

SUBJECT: **Update on Measure S and Facility Programs**

Staff will make a presentation, which will include an update on the following items:

1. Superintendent's Facility Advisory Committee (SFAC) Meeting

   - Next meeting is scheduled for February 7, 2022

2. Items on this Agenda

   - **Approval of Amendment No. 1 to Independent Consultant Agreement No. 602 with California Testing and Inspections for the Clark Magnet High School New CTE Building Project's Specialty Inspection Services**

     On February 2, 2021, the Board approved the award of agreement with California Testing and Inspections for the Clark Magnet High School's specialty inspection services in the amount of $102,245.

     Amendment No. 1 in the amount of $51,084 accounts for additional cost of future testing and specialty inspections required for the CMU block wall, concrete, and structural steel, as well as additional geotechnical soils inspections during shoring and over excavation. This Amendment increases the total agreement to $153,329 and is included in the original project budget.

     The total cost for specialty inspections is 2.36% of the construction costs. This project is funded by Measure S – Clark Magnet High School New CTE Building funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

   - **Approval of Project Closeout and Transfer of Funds from the New PDC/EEELP Palmer Project to the Marshall Elementary School Cafeteria/Multipurpose Building Project**

In 2014, staff worked with consultants to begin planning the New PDC/EEELP Palmer Project, funded by Capital Projects funds. Following this approval, staff worked with consultant tBP Architecture and determined that the project would not be feasible with the proposed budget. Therefore, staff is requesting to close this project and transfer funds to the Marshall Elementary School Cafeteria/Multipurpose Building Project as recommended in September 2021.

3. Project Updates

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2021

INFORMATION REPORT NO. 4

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 and Learning
SUBJECT:	**Proposed Textbook for Use in High School Women's Studies Elective Course**

The proposed basic textbook (Feminist Frontiers) is submitted for review and discussion by the Board of Education. The book has been reviewed for content and evaluated by members of the History-Social Science Curriculum Study Committee. The Secondary Education Council has reviewed the information and made a recommendation of approval of the textbook to the Board of Education. This textbook is presented as a resource for the elective Women's Studies course available for interested Juniors and Seniors. The text includes a collection of essays that are commonly used at the high school level.

In accordance with Glendale Unified School District Board Policy 6161.1, the textbook was 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 textbook to the Board of Education.

HIGH SCHOOLS

Department: History-Social Science

Women's Studies, Grades 11-12
Feminist Frontiers, 10th ed., by Verta Taylor,
Nancy Whittier, & Leila J. Rupp
Published by Rowman & Littlefield, 2019

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.*

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

INFORMATION REPORT NO. 5

TO:	Board of Education
FROM:	Dr. Vivian Ekchian, Superintendent
SUBMITTED BY:	Dr. Kelly King, Assistant Superintendent, Educational Services
PREPARED BY:	Phyllis Ishisaka, Executive Assistant to the Superintendent
SUBJECT:	**Proposed Revisions to Board Policies Relating to Bylaws of the Board**

This report provides the Board of Education with information on the need to revise existing Board Policies (BP) 9150 (Student Board Members) and BP 9320 (Meetings and Notices) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 9150 - Student Board Members

CSBA Update December 2021
Last GUSD Update: March 2020

Board Policy 9150 is being updated to reflect new law (AB 824, 2021), which specifies circumstances under which a governing board may adjust the term of a student board member. Bylaw also updated to enhance legal accuracy and clarity.

BP 9320 - Meetings and Notices

CSBA Update December 2021
Last GUSD Update: February 2021

Board Policy 9320 is being updated to clarify that it is discussion among themselves, via technology, of a majority of the governing board regarding an item within the subject matter jurisdiction of the board that can result in a violation of the Brown Act, and that agenda materials are required to be made available for public inspection at the time the materials are distributed to all or a majority of the board when agenda materials relating to an open session of a regular meeting are distributed to the board less than 72 hours before the meeting. The policy is also updated to add a new section, "Teleconferencing During a Proclaimed State of Emergency," which reflects new law (AB 361, 2021).

The proposed revisions to these policies are presented to the Board for first reading. Should the consensus be to move forward, the policies will be on the February 1, 2022, meeting agenda for approval.

Copies of the proposed revised Board Policies are attached to this report.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

DRAFT

Student Board Member

The Board believes it is important to seek out and consider students' opinions, viewpoints and reactions to the educational program and to those issues affecting students in order to provide student input and involvement.

The duties of the student Board member include the following:

1. To represent all students and contribute to the discussion of issues affecting students.

2. To strengthen communications between the Board and District students.

3. To provide information to the Board regarding student issues and activities in the District.

The Board shall include a student representative. The term of the student Board member shall be one school year with no term limits, commencing in the fall semester and concluding in June. However, the Board may adjust the term of a student Board member only if a vacancy occurs or in order to give more students an opportunity to serve on the Board (Education Code 35012).

The student representative shall be elected annually by the Student Advisory Council from its membership, comprised of three Student Council members each from Crescenta Valley, Hoover and Glendale High Schools, and two students each from Clark Magnet and Allen Daily High Schools. In the event that a student is unable to complete a term on the Board, the Student Advisory Council shall declare a vacancy and elect another student from its membership to fill the unexpired term. If the Board determines that the student Board member's duties are not being fulfilled, the Board may appoint another student to serve as an alternate student Board member or request that the Student Advisory Council appoint an alternate. If an alternate student Board member is appointed, the Board shall suspend the prior student Board member's rights and privileges related to service on the Board. (Education Code 35012)

All materials presented to Board members, except those related to closed sessions, shall be presented to student Board members at the same time they are presented to other Board members. Student Board member(s) shall also be invited to attend staff briefings or be provided with a separate staff briefing within the same timeframe as the briefing of other Board members. In addition, all materials given to Board members by the District between meetings, except for materials that pertain to closed session items, shall be distributed to student Board members. (Education Code 35012)

Student Board member(s) shall be recognized at Board meetings as full member(s), shall be seated with other members of the Board, and shall be allowed to participate in questioning witnesses and discussing issues. (Education Code 35012)

Student Board Member

Student Board member(s) shall be allowed to cast preferential votes on all matters except those subject to closed session discussion. Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. Preferential votes shall not affect the final numerical outcome of a vote. (Education Code 35012)

Student Board members shall be appointed to subcommittees of the Board in the same manner as other Board members, be made aware of the time commitment required to participate in subcommittee meetings and work, and have the right to decline an appointment. The availability of all subcommittee members, including the availability of student Board members, may be considered when scheduling subcommittee meetings. (Education Code 35012)

Student Board members shall be invited to attend functions of the Board, such as forums, meetings with students and parents/guardians, and other general assemblies. (Education Code 35012)

Student Board members may, at the Board's discretion, receive elective course credit for service as a student Board member based on the number of equivalent daily instructional minutes for the student Board member's services provide. (Education Code 35012, 35120)

Student Board member(s) shall be entitled to be reimbursed for mileage to the same extent as other members of the Board, but shall not receive monetary compensation for attendance at Board meetings. (Education Code 35012)

A student Board member shall not be liable for any acts of the Board. (Education Code 35012)

Student Board members shall not be considered members of a legislative body for purposes of the Brown Act. (Education Code 35012)

A student Board member shall not be counted in determining whether a quorum of the Board is in attendance.

Student Board Member Training

The Superintendent or designee may, at District expense, provide learning opportunities to student Board members through trainings, workshops, and conferences, such as those offered by the California School Boards Association and other organizations, to enhance their knowledge, understanding, and performance of leadership skills and their Board responsibilities.

The Superintendent or designee may periodically provide information to student Board member candidates to give them an understanding of the position. Once chosen or appointed, incoming student Board members shall be provided an orientation designed to build knowledge of the District and an understanding of the responsibilities and expectations of the position.

Student Board Member

Elimination of Position

Once established, the student Board member position shall continue to exist until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. Such a motion shall be listed as a public agenda item for a Board meeting prior to the motion being voted upon. (Education Code 35012)

Student Advisory Council

The Board of Education believes that student opinion and input are important to the decision-making process affecting the educational program of the District. To help facilitate and strengthen communications among the Board of Education, District administration and students, a Student Advisory Council shall be established for the purpose of discussing issues of mutual concern, exchanging ideas, and providing advice on topics affecting students of the District. Matters relating directly to the interest of students may include: rights and responsibilities, curriculum, grading, graduation requirements, school standards, attendance, discipline, and co-curricular activities.

Legal Reference: Education Code, Sections 33000.5; 35012; 35120; 35160
Government Code, Sections 3540-3549.3; 54950-54964

Policy Adopted: 01/21/1992

Policy Amended: 11/06/2001; 06/24/2003; 03/10/2020; --/--/2022

Formerly BP 9120

DRAFT

Meetings and Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing District business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or District. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or District official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or District official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

Regular Meetings

Regular meetings, unless otherwise determined by the Board of Education, shall be held on the first and third Tuesday of each calendar month, except when the meeting falls on a holiday fixed by the laws of the State of California or declared by the Board of Education. Meetings shall be held in the Board Room at the Administration Center, 223 North Jackson Street, ~~at 4:30 p.m.,~~ unless otherwise determined by the Board. The time of the meetings shall be determined by the Board and posted in advance in accordance with state law.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the District's Internet website. (Government Code 54954.2)

Meetings and Notices

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose at the time the materials are distributed to all or a majority of the Board ~~in the District's Public Information Office~~. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, ~~deputy superintendent,~~ assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the District's ~~Internet~~ website. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at ~~these~~ this meeting~~s~~. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other

Meetings and Notices

activity that severely impairs public health and/or safety as determined by a majority of the members of the Board.

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act~~ivity~~, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board.

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and

Meetings and Notices

relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within District boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of the Board members at any of the following events is not subject to ~~state open meeting laws~~ the Brown Act provided that a majority of the Board members do not discuss specific District business among themselves other than as part of the scheduled program (Government Code 54952.2):

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board~~s~~ members.

2. An open, publicized meeting organized by a person or organization other than the District to address a topic of local community concern.

3. An open and noticed meeting of another body in the District.

4. An open and noticed meeting of a legislative body of another local agency.

5. A purely social or ceremonial occasion.

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers.

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within District boundaries, except to do any of the following: (Government Code 54954)

Meetings and Notices

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the District is a party.

2. Inspect real or personal property which cannot conveniently be brought into the District, provided that the topic of the meeting is limited to items directly related to the property.

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law.

4. Meet in the closest meeting facility if the District has no meeting facility within its boundaries or if its principal office is located outside the District.

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the District over which the state or federal officials have jurisdiction.

6. Meet in or near a facility owned by the District but located outside the District, provided the meeting agenda is limited to items directly related to that facility.

7. Visit the office of the District's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs.

8. Attend conferences on nonadversarial collective bargaining techniques.

9. Interview residents of another District regarding the Board's potential employment of an applicant for Superintendent of the District.

10. Interview a potential employee from another District.

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

Meetings and Notices

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means, through either audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within District boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

~~All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.~~

Teleconferencing During a Proclaimed State of Emergency

The Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within District boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing.

2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees.

Meetings and Notices

3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees.

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act.

2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option.

   Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3.

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time.

5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed.

6. If during a Board meeting a disruption occurs which prevents the District from broadcasting the meeting to members of the public or for members of the public to offer public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored.

The District may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

Meetings and Notices

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person.

2. State or local of officials continue to impose or recommend measures to promote social distancing.

Legal Reference: Education Code, Sections 35140; 35143; 35144; 35145; 35145.5; 35146; 35147
Government Code, Sections 3511.1; 11135; 54950-54963 ~~(The Ralph M. Brown Act)~~
United States Code, Title 42, Sections 12101-12213
Code of Federal Regulations, Title 28, Sections 35.160; 36.303

Policy Adopted: 12/04/1956

Policy Amended: 06/16/1959; 03/19/1985; 09/03/1996; 09/16/1997; 10/05/1999; 6/24/2003; 03/06/2012; 02/02/2021; --/--/2022

Formerly BP 9440, BP 9441, BP 9442

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

INFORMATION REPORT NO. 6

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. Alvarenga, Maryeline — Effective 10/19/20
   Education Assistant I
   Toll Middle School

2. Danial, Mariam — Effective 9/30/20
   Education Assistant I
   Jefferson Elementary School

3. Danlian, Sarineh — Effective 12/10/21
   Education Assistant I
   Verdugo Woodlands Elementary School

4. Gharapetian, Maryam — Effective 11/20/21
   Cafeteria Worker I
   Roosevelt Middle School

5. Giatti, Susan — Effective 12/31/21
   Math Teacher
   Wilson Middle School

6. Gonzalez, Sidney — Effective 12/03/21
   Custodian I
   Crescenta Valley High School

Resignations - Continued

7.	Hernandez, Yajaira Behavior Intervention Assistant Special Education Department	Effective 6/11/21
8.	Juarez, Isabel Education Assistant Intensive Support Special Education Department	Effective 1/14/22
9.	Keil, Randall Electronics Technician FASO	Effective 12/31/21
10.	Matta, Cindy Translator/Interpreter – Spanish EAFE	Effective 12/17/21
11.	Mayilyan, Elina Typist Clerk II Student Support Services Department	Effective 1/07/22
12.	Reynaga, Marissa Education Assistant I Columbus Elementary School	Effective 1/07/22
13.	Samad, Hibah Communications Specialist Public Information Office	Effective 1/07/22
14.	Shahverdy, Narineh Education Assistant Intensive Support Special Education Department	Effective 12/31/21
15.	Van, Michelle Career & College Prep Teacher Daily High School	Effective 3/11/22
16.	Zulalyan, Meri Health Assistant LVN/RN Verdugo Woodlands Elementary School	Effective 1/06/22

Retirements:

1.	Arensdorff, Francisca Typist Clerk II Franklin Elementary School	Effective 01/24/22 11 years, 4 months of service
2.	Pogosyan, Vardush Education Assistant Intensive Support Special Education Department	Effective 12/29/21 6 years, 4 months of service
3.	Simon, Christine Typist Clerk III Special Education Department	Effective 4/01/22 24 years, 2 months of service

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

ACTION REPORT NO. 1

TO:	Board of Education
FROM:	Dr. Vivian Ekchian, Superintendent
PREPARED IN:	Superintendent's Office
SUBJECT:	Resolution No. 14 – Recognizing the Rich Culture, Contributions, and Value of our Black and African American Students, Employees, Families, and Community Members

The Superintendent recommends that the Board of Education adopt Resolution No. 14 – Recognizing the Rich Culture, Contributions, and Value of our Black and African American Students, Employees, Families, and Community Members.

The Glendale Unified School District believes that we have a special responsibility to understand and intentionally work to eliminate racism in our curricula, our classroom cultures, and our relationships with our students, our parents/guardians, and each other because our collective future depends on it. The Glendale Unified School District celebrates the diversity of this nation, and that includes the past, present and ongoing contributions of Black and African Americans in this country.

Since 1976, the month of February has been designated as Black and African American History Month. The annual Black Lives Matter at School Week of Action takes place January 31 – February 4 to coincide with, and augment, Black and African American History Month. The goal of Black Lives Matter at School is to spark an ongoing movement of critical reflection and honest conversation in school communities for people of all ages to engage with issues of racial justice.

The California State Board of Education recognizes in its Policy Statement on Multicultural Education that each student needs an opportunity to understand the common humanity underlying all people; to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others.

Education Code 37220 and GUSD Administrative Regulation 6115 describe the expectation that "schools shall include exercise commemorating and directing attention to the history of the civil rights movement in the United States and particularly the role therein of Dr. Martin Luther King, Jr."

Each year, our teachers and staff plan lessons and activities to honor Dr. Martin Luther King Jr. and his contributions to the nation. In past years, these have included lessons, read-alouds, displays, speakers, assemblies, flag ceremonies, announcements, and acts of kindness and service to others. Yellow Ribbon Week enhances these activities.

The Teaching and Learning Department has prepared an extensive resource list of lesson plans and online resources related to Black and African American History Month and have been shared with all principals to distribute to teachers. This resource list includes connections to grade level content standards and links to resources that are readily available to teachers. In addition, schools have been asked to plan acts of service in honor of Dr. Martin Luther King Jr. during the months of January and February.

The attached resolution, "Recognizing the Rich Culture, Contributions, and Value of our Black and African American Students, Employees, Families, and Community Members," is being presented to the Board of Education for adoption. Glendale Unified School District recognizes the tremendous contributions made by Black and African Americans and reaffirms its commitment to support the social, emotional, and physical needs of all students.

TO SUPPORT 2021-2022 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning--Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.*

GLENDALE UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 14

RECOGNIZING THE RICH CULTURE, CONTRIBUTIONS, AND VALUE OF OUR BLACK AND AFRICAN AMERICAN STUDENTS, EMPLOYEES, FAMILIES, AND COMMUNITY MEMBERS

WHEREAS, the Glendale Unified School District believes that we have a special responsibility to understand, and intentionally work to eliminate racism in our curricula, our classroom cultures, and our relationships with our students, our parents/guardians, and each other because our collective future depends on it; and

WHEREAS, the Glendale Unified School District celebrates the diversity of this nation, and that includes the past, present and ongoing contributions of African Americans in this country; and

WHEREAS, schools should be placed for the practice of equity, for the building of understanding, for the promotion of social justice, and for the active engagement of all in creating pathways to freedom and justice for all people; and

WHEREAS, we encourage ongoing critical reflection and courageous conversations to affirm the right of Black and African American students to be treated with respect and dignity; and

WHEREAS, each year, we honor the life and legacy of Dr. Martin Luther King, Jr. on the third Monday in January; and

WHEREAS, Glendale Unified School District, in the spirit of Dr. Martin Luther King, Jr., believes in the values of action, affirmation, solidarity, and service; and

WHEREAS, in 1975, President Ford issued a message on the observance of Black History Week urging all Americans to "recognize the important contribution made to our nation's life and culture by Black citizens." In 1976, the commemoration of Black history in the United States was expanded to Black History Month, also known as *African American History Month*; and

WHEREAS, *Black an*d *African American History Month* provides an opportunity for all students to better understand the achievements of African Americans, which is important for February, and every month; and

WHEREAS, *Black Lives Matter at School Week of Action* will take place the week of January 31 - February 4 to incorporate with, and augment, *Black and African American History Month*; and

WHEREAS, *Black and African American History Month* and *Black Lives Matter at School Week of Action* are intended to highlight, uplift and affirm the rich history and contributions of the African American community; to cultivate in African American students a sense of pride, self-worth, and self-love; and to develop a widespread acknowledgement and appreciation for the contributions of Black and African American people in our community; and

WHEREAS, the theme for 2022 *Black and African American History Month* is "Black Health and Wellness."

THEREFORE, BE IT RESOLVED that the Glendale Unified School District Board of Education welcomes the participation of educators, staff, students, and parents in community-based activities and events related to *Martin Luther King, Jr. Day*, *Black and African American History Month,* and *Black Lives Matter at School Week of Action*.

BE IT FURTHER RESOLVED that the Glendale Unified School District recognizes the tremendous contributions made by Black and African Americans and reaffirms its commitment to support the social, emotional, and physical needs of all students.

PASSED, APPROVED, AND ADOPTED this 18th day of January 2022, at a regular meeting of the Glendale Unified School District Board of Education, Los Angeles County, California.

_____
Shant Sahakian, President

_____
Nayiri Nahabedian, Vice President

_____
Gregory Krikorian, Clerk

_____
Jennifer Freemon, Member

_____
Dr. Armina Gharpetian, Member

_____
Dr. Vivian Ekchian, Superintendent

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

ACTION REPORT NO. 2

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer
Dr. Kyle Bruich, Director, Human Resources

SUBJECT: **Approval of Agreement with Frontline Education**

The Superintendent recommends that the Board of Education approve a three-year agreement with Frontline Education for Business and Human Resources Systems; one-time cost of $79,832 and annual cost of $120,055 paid from the General Fund.

For the past few months, the Business Services and Human Resources Departments have been researching, interviewing, and receiving product demonstrations for several software/systems to improve a variety of aspects of these departments. The current DOS-based system is missing key features that have become standard in our world. For example, the current system can only track one telephone number and no email addresses of our employees. All other features outside of this system must be manually completed and are accessible through individual computers, Google accounts, or other workarounds.

A comprehensive system would improve many current processes that include hundreds of spreadsheets that require constant updating, paper documents that are prone to errors, data entry and re-entry that is also prone to errors, unnecessary emails, and a lot of inefficient use of staff time. In addition, a lot of valuable information is simply retained with the knowledge and experience of some tenured staff members. As these key staff members retire soon, and as the national trend shows employees staying fewer years in one position, strong systems are needed to keep the two departments operating efficiently.

Specifically, some of the processes and features of these systems include:

- Position control
- Position management
- Applicant recruiting, tracking, and processing
- Customizable dashboards
- Workflows
- Message boards

- Projection models
- Employee-facing portal
- Secure with various levels of access
- Site management access with appropriate visibility to school leadership
- Integration between Business Services and Human Resources through a unified system

After extensive research, interviews, demonstrations and reference checks, the district is prepared to recommend software/systems from Frontline Education. This company is extremely familiar with K-12 in California, as they already have components in many school districts already, including GUSD uses their AESOP absence management/sub finder system.

Our reference checks included other school districts and county offices of education, comparing features, cost structure, training and support services, and integration ability with other systems. The Frontline cost structure includes a one-time setup/training component of $79,832, and an ongoing annual subscription component of $120,055 (prorated to $49,338 for this first year 2021-22); and is a piggyback agreement through the National Cooperative Purchasing Alliance. We strongly believe these costs are greatly outweighed by the monetary and non-monetary costs of delays, errors, and inefficiencies. GUSD simply must modernize its systems in these areas.

The Superintendent recommends that the Board of Education approve this three-year agreement with Frontline Education for Business and Human Resources Systems; one-time cost of $79,832 and annual cost of $120,055 paid from the General Fund.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

STATEMENT OF WORK

HRMS & Recruiting

Implementation Services

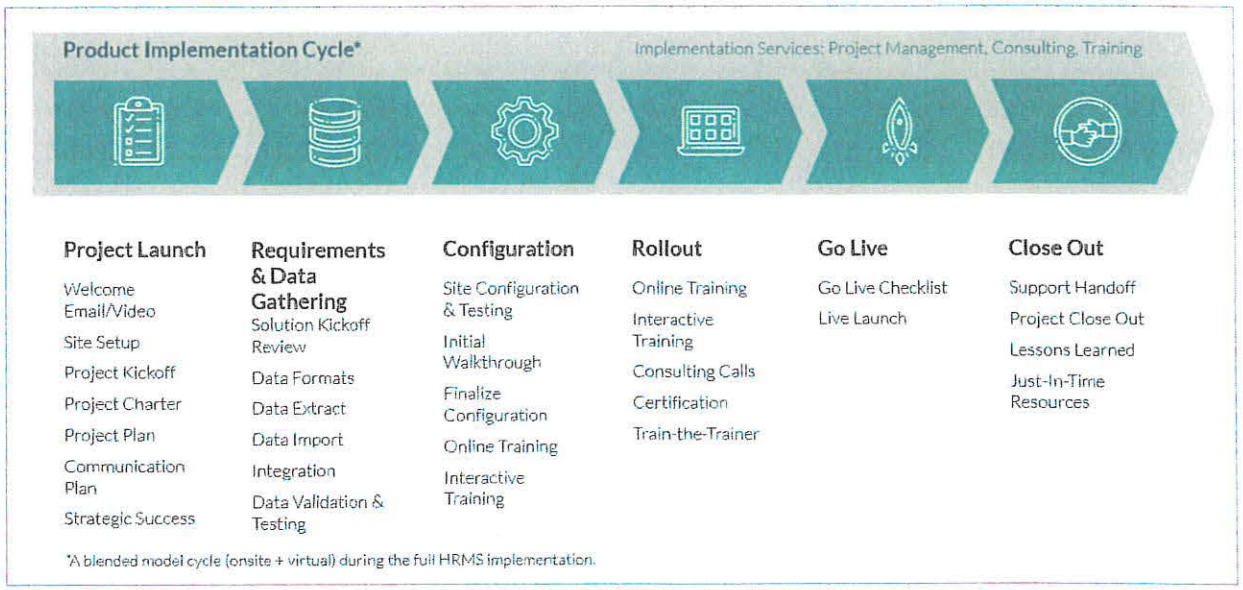
January 2021

frontline education™

Contents

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation. A phase-gate project model is incorporated with distinct phases and milestone checkpoints, leading through go-live and project completion.



Approach

The Core HRMS implementation is a prescriptive approach that consists key business processes in HRMS that are based on best practices as established by Frontline. This approach will yield a comprehensive suite of solutions that will be supportable and will deliver new functionality in the following areas:

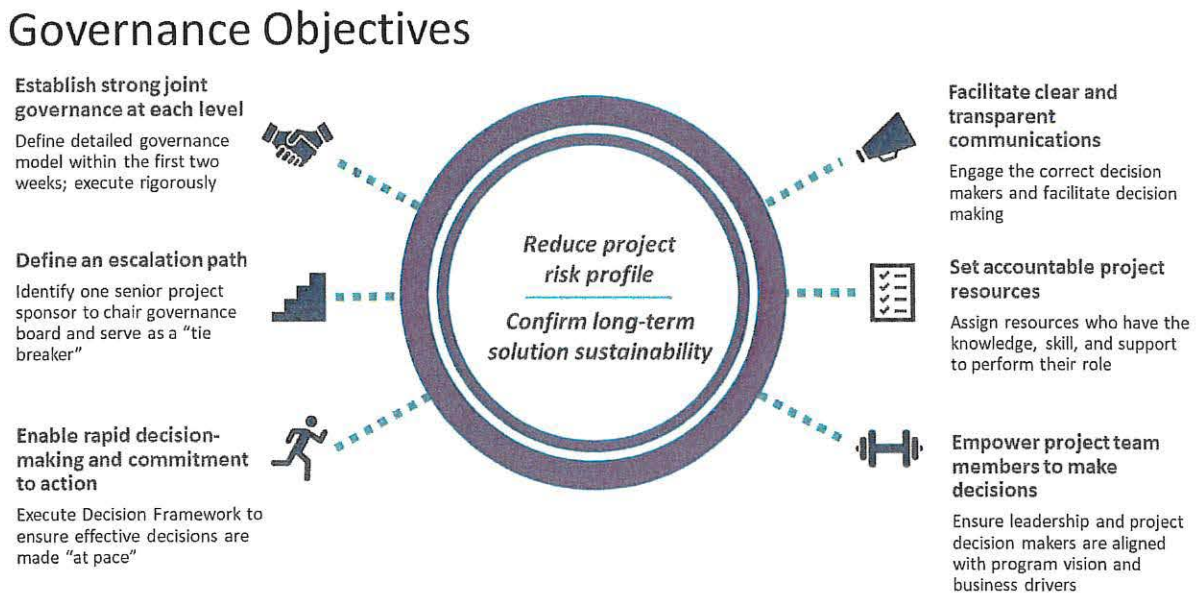
- The **Frontline Insights Platform** enables a common and accessible user experience across Frontline applications, as well as a mobile app and national data benchmarking capabilities. Data will enable the Client to benchmark the District in comparison against national norms year over year.
- **Proactive Recruiting** equips HR and hiring managers with tools to find qualified and active job seekers, including those who have expressed interest in working in state, and provides the ability to build engagement campaigns to encourage top talent to apply
- **Frontline Central** enables an electronic onboarding process for new hires
    - Easy to use and elegant user experience—fully digital with completed forms stored on the employee record
    - Speed time from job offer to completed paperwork; saving time, money and protecting acquisition of top talent

- **Employee and Position Management ("HRMS")** empowers both the central office and site leaders with employee management data and tools
    - Site and department leaders receive native tools for real-time access to information
        - Organization Positions – provides insight into both direct and indirect reports
        - Employee Roster – includes quick access to credentials (certifications and licensure), assignment history, years of experience, birthdays, emergency contacts, and more
        - Flexible role-based dashboards provide site leaders and department heads with access to relevant position and personnel KPIs
    - Robust employee record management for the central office, specific to K-12 industry
        - Certifications, licensure, and education experience captured in the applicant process transfer to the employee record; expirations can trigger notification to employees for renewal
        - Track years of experience within the state and district, and according to job category
        - Maintain tenure status for employees as part of contracting process
        - A single suite of HR tools provides ability to consolidate custom built and maintained databases into a solution specifically designed to manage personnel records and documents
- **Applicant Tracking,** in its natively integrated HRMS & Recruiting configuration, ensures Client will be on a platform to leverage a best of breed talent management system
    - Hire into vacant and allotted positions, with data such as certifications, licensure, and education experience captured in the applicant process transferring to the employee record
    - Leverage SSO and simple application switching to other Frontline solutions
    - Track Client's recruiting and hiring KPIs against districts across the nation; by state, size and geographic makeup (suburbs, urban, etc.)
- **Benefits Management** enables Client to maintain control with the increased flexibility of a self-service employee portal. Set up the benefits plans and assign the rules for eligibility required for employees to select and enroll in benefits packages online.

Project Governance

Governance Objectives

A strong governance structure overlays roles and responsibilities to the project management plan, providing complete transparency regarding who will do what and when. Frontline has embedded procedures within our implementation methodology, so that defined controls alert the key stakeholders if problems arise or if scheduled targets are missed. Having this risk management capability, at the highest levels of the project, provides assurance that there is a system of checks and balances, and that the teams are meeting expectations.



Project Governance Methodology

Frontline's Project Governance approach refers to the end-to-end framework for managing the overall project. In close collaboration with you, we guide and facilitate the flow of work through your organization, while facilitating the right visibility and controls to minimize risk. Our approach provides a comprehensive, consistent method of controlling the project and positioning it for success, by following clearly defined monitor and control procedures.

Our team will provide ongoing monitor and control activities and deliverables for the duration of the project to keep the project on track. These activities provide a view into the health and progress of the project so that management can take effective, efficient, and timely actions when the project's performance deviates from the plan or when a proactive measure to manage risks is required.

Risk & Issue Management

The Risk and Issue Management Plan processes help to identify risks to the project, how those risks may be responded to and how mitigation plans can be outlined and controlled. Examples of risk include loss of a critical resource, technology changes, dependence on a third party, project sponsorship or management changes.

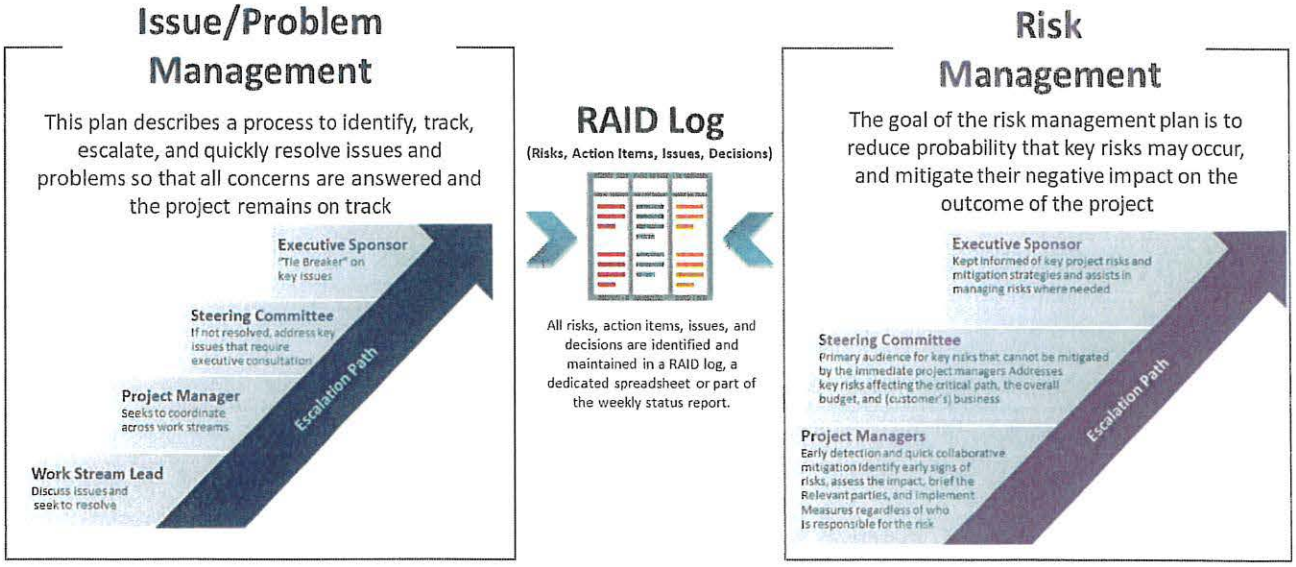
Risks are identified during project planning and are tracked and managed using the RAID log. As the project is underway, additional risks may be identified and will be added to the RAID log, classifying the risk based on probability and impact to the overall project and developing mitigation and response plans, where appropriate.

The RAID (risk, action, issue, and decisions) log is the primary tool used to log project issues; including issue details such as, opening and closing dates, owners, status, priority, actions and resolutions.

In some cases, the resolution to an issue may require a project change and those changes will be managed via our Change Management Process.

The governance structure will address issues and risks to the project. The following diagram illustrates the path to me followed for each.

Issue and Risk Management



Project Planning

Frontline understands that effective project planning lays the foundation for a successful implementation and is vital to reducing risk. We develop detailed project plans for every implementation that establish objectives and outcomes with a clear schedule of deliverables for both Frontline and client stakeholders for each stage of the project.

Upon initiation of the project, Frontline will work with the Client project leaders and other key stakeholders to identify and document all key project components and project team members. As detailed below, various stakeholder and work groups will be established and will work collaboratively to refine and finalize project plans for each program component including all timelines and milestones. These plans will be prioritized into an overall program plan representing the multiple workstreams that are part of the Client HRMS and Recruiting deployment.

Communication Plan

Timely and accurate communication is critical to the success of any large-scale project. All Frontline projects are supported by a Project Dashboard that will be available to Frontline and Client project teams at all times – providing a single repository for the project.

The dashboard will be used to guide recurring project status meetings – eliminating the need for point in time project status reports.

Communication Strategy

The following strategies will be followed in the development of communications for the project

- Develop communications synergies between Frontline Education and the Client to ensure uniform communications. This includes identifying key communications partners in each functional area to help deliver project communications and assist in setting up appropriate and timely delivery channels.
- Adopt and institutionalize a predictable and repeatable strategy to deliver an expected consistent and concise message about the project.
- Leverage executive leadership in communications (Executive Sponsorship, Executive Steering Committee)
- Partner with Client employee communications (where applicable) to socialize the Project across the business through various means as agreed to by project leadership.
- Target information according to the various audiences within the organization and its relevant constituents.

Frontline will work with the Client to support the communication process by providing information on the project, its progress, and related data needed to create their outbound communications.

Project Scope Change Management

During a project, information or situations may come to light that were not identifiable when the project initiated. As a result, it may be necessary to make alterations to the course of the project, either to scope, time or cost, or some combination of the three, along with potential change to the mechanics of how the project is delivered. In such instances, to ensure that the program or project is authorized to change from the originally documented scope, a project change management process must be implemented. This process enables a systematic approach to obtaining visibility to request changes, identifying the process by which changes are introduced into the project, and how those changes are evaluated and either authorized or rejected as part of the Project Management Methodology.

Projects are driven to obtain specifically defined results, which are guided by the stated goals and objectives of the project from its outset. As part of the process to obtain defined results, projects must be planned and structured according to strict guidelines that facilitate communication, direction and attainment of the stated project goals. If proposed or needed changes to the original project plan do not follow the project framework structure, chaos will inevitably result. Frontline's Project Change Methodology is built to enable appropriate inclusion of changes as needed, while ensuring that project metrics, communications, and deliverables are appropriately included in the change process.

Project Scope Change Request Form

The Project Change Request Form is the document that provides the formal framework for identifying, informing and submitting potential changes to the defined project. Changes can vary from relatively minor items to those that will significantly alter any or all the triple constraints of scope, cost or time. They can also be requests to modify policies, procedures, plans, or processes, requests to modify expenditures, and requests to update or modify schedules. One constant throughout the change request process is that a change request must be made formally, via the Project Change Request form and that impactful changes are not to be implemented until they are formally approved as described in the steps below.

Project Change Submission and Approval Steps

Step 1 – Identification of the Change:

At any time during the project, any stakeholder of the project may be in a position to seek, recommend, or even require a change to the current course of the project. In this first step, the stakeholder requesting the change must notify the Project Management team of the situation. Included in that notification must be:

- Details of what the requested change is
- Why the change is being requested
- If known, what are the impacts to the project's current state, including scope, cost and time
- Details of the impact to the project's currently defined results if the change is not pursued

Step 2 – Formally Documenting the Change:

Once the Project Management Team obtains the information in Step 1, they must then use the Project Change Request Form to document the requested change. If the stakeholder requesting the change is unable to provide information for any of the requirements in Step 1, it is the Project Manager's job to research and define those informational items during Step 2. If the Project Manager is unable to complete the research required to provide full information as required in the Change Request form, the Project Manager will inform the Exec Sponsor and Project Leadership that there is an incomplete Change Request that is stalled in the process and will seek guidance from the Exec Sponsor as to whether Change Request should be tabled until more information is available, sent forward through the process, or halted due to lack of information.

Step 3 – Analysis of the Change:

Upon agreement within the collective Project Management Team that the Change Request should continue to move forward in the process, the Project Managers will meet with relevant Subject Matter Experts (SMEs) to analyze the viability of the requested change, whether the impacts documented are comprehensive, and whether the estimates for effort, cost, and duration are adequate. Once these analysis efforts are completed, the Project Manager will then update the Change Request form as necessary and prepare it for the next step.

Step 4 – Submission to Exec Sponsor and Change Request Log:

Upon completion of Step 3, the Project Manager will formally submit the Change Request form to the Exec Sponsor in the format they establish (email, project repository, etc.). The Project Manager will also notify the

Exec Sponsor that the Change Request has been officially submitted, which then will prompt the Exec Sponsor to acknowledge receipt of the change and the anticipated timing to go through the remaining steps of the process. Simultaneously, the Project Manager will document the Change Request into the Change Request Log, which should be kept in the Project Repository.

Step 5 – Exec Sponsor Review:

At the designated time, the Exec Sponsor will convene to review the Change Request. The review process includes not only having the Exec Sponsor members review the information in the Change Request form, but they may also interview the Project Management Team and relevant SMEs to help inform the decision-making process. The Exec Sponsor will designate from whom they require additional information about the change, and how much time they may require making the final decision about action on the change request. The Project Manager may influence the timing of the decision by informing the Exec Sponsor of critical path elements of the project that could be negatively impacted by delayed decisions on the part of the Exec Sponsor.

Step 6 – Approval or Denial:

Once the Exec Sponsor has all required information, they will determine whether to approve and enact the requested Change or deny the Change. If the Change Request is approved, the Exec Sponsor's designated leader will then formally sign and date the Change and return to the Project Manager, thus notifying the Project Manager of the decision and authorization to move forward with implementing the Change. If the Change Request is denied, the Exec Sponsor will provide either recommendations on how to resubmit the Change if there is merit to the basis of the Change, or they will detail why the Change was not approved. They will then formally communicate the denial of the Change to the Project Manager. At this point, the Project Manager will need to document the decision in the Project Change Log and file it in the Project Repository.

Step 7 – Implement the Approved Change:

Upon receipt from the Exec Sponsor of the approved Change Request, the Project Manager will then execute the Change by adding the Change details into the WBS, informing all relevant project team members that the Change has been approved, and then enveloping the Change into the body of the overall Project effort. This includes updating the Project Plan as required, assigning resources, effort levels and timelines to the change, then updating all required documentation so that the Change is formally incorporated into the flow of the project. Finally, the Project Manager will formally communicate to the full Project Team relevant information to facilitate their transition to the approved Change.

Learning & Consulting Methodology

Frontline GO! is our client services methodology, based on our Client Experience Lifecycle, designed to ensure consistent, cohesive services and support for our clients. Our goal is to empower our clients, as individuals and their entire education organization, to achieve maximum impact with our solutions, aligned with clear success criteria. Our approach to all client learning (implementation, training & support) we provide includes these core components:

Setting the Stage:
- Learning Outcomes
- Aligned Agenda
- Personalized Path

Facilitating the Learning
- Clear Purpose
- Collaboration
- Connections
- Touchpoints

Propelling Action:
- Reflection & Application

Each of our consultants will follow this consistent approach throughout the implementation and training sessions, and subsequently in post-implementation services and support. We measure successful Learning, Consulting and Training by achieving the targeted outcomes defined and the ability to use the new solution successfully.

Project Team Organization

A strong Project Team will be integral to the successful management of this project. The team structure will align appropriate levels of Frontline managers and consultants to your management team and staff in a manner proven effective in other large-scale implementation projects.

Frontline prides itself on the direct involvement of key members of our Executive Leadership Team within our strategic implementations. Their involvement allows for direct decision-making, eliminates delays, and ultimately leads to quicker and smoother implementation cycles for our clients.

Together, Frontline and the Client will form a closely integrated team - aligned cross-functionally and cross-organizationally to support the success of the project.

Frontline's recommended team structure - outlined below - identifies the type of personnel that are commonly involved with the project. It should be anticipated that other personnel will be involved based on the client organizational structure and on an ad-hoc basis to provide specific insights, knowledge or support as the project moves through its different phases.

The Frontline Project Team membership will include members of Frontline's Executive Leadership, implementation/business analysis, technology configuration, testing, infrastructure, reporting, data conversion and data exchange, training and support Teams. Frontline recommends the Client team included representatives from the user, technical and leadership communities and outside stakeholders as necessary.

In selecting your project team members, the following qualifications should be considered:

- Ability to make decisions
- Ability to work well under pressure and in a professional manner
- Clear understanding of the desired constituent experience and desired business outcomes
- Detailed knowledge of their functional area and critical business processes

- Ability to listen and value input from all participants
- Committed to clear and shared project goals
- Ability to work as a team and to interact on a regular basis to accomplish specific tasks

These Frontline and Client teams will be jointly responsible achieving the defined and agreed project scope. They will work from a constituent-centered view to ensure that the system is implemented in a timely manner, integrated with other software applications seamlessly, and well-trained users are able to use the system effectively.

Frontline Project Team Roles

Executive Sponsor

The Client will be assigned an Executive Sponsor – from the Frontline executive leadership team – to liaise with your senior leadership, act as project champion, and drive overall success of the program.

The Executive Sponsor will provide focus and oversight to the project while building the executive relationship between Client and Frontline and will participate in Executive Steering Committee meetings to review project progress, and significant risks and issues as needed.

Project Manager

An implementation project management resource will be assigned to coordinate all planning, communication, scheduling, risks, project reporting and ensure project success.

- Acting as the day-to-day point of contact for the Client project team to ensure on-time delivery of the Frontline project deliverables
- Managing the implementation project plan and project dashboard for ongoing project status reporting, and conducting recurring Project Status Meetings
- Partnering with Client project team to maintain RAID log, tracking risks, issues, action items, and key project decisions
- Managing and tracking project scope change requests as part of the project change management plan
- Partnering with the Client project team to develop on the training schedule and communication plan

Implementation Consultants

Implementation consultants will provide subject matter expertise and will serve as the primary point of contact for all functional and system configuration work, lead consulting and training activities, as well as become the primary means of support during the initial go-live period.

Implementation Consultants responsibilities include:

- Partnering with Client in conducting Discovery and Requirements Gathering sessions

- Conducting configuration, consulting, training, and work sessions as defined by the project plan
- Partnering with the Client project team to perform unit testing and UAT as defined by the project plan
- Contributing to RAID log to track risks, issues, action items, and key project decisions
- Providing support following go-live and transition to Frontline Support through the Support Handoff meeting

Technical Services Specialists

Technical services specialists will partner with the Client Technical Specialists to ensure all data exchanges are developed and thoroughly tested. In addition, they will be assisting with data conversion and imports.

Technical Services Specialists responsibilities include:

- Importing data provided in Frontline specified formats per the project plan, and Client project team to identify and resolve data anomalies
- Partnering with Client technology team, Payroll solution SME to plan, execute, and confirm data exchange, contingent on Payroll/ERP system being able to consume data from the Frontline solutions

Client Project Team (Core Roles)

As with the Frontline Project Team, the Client will also have specific roles that will be required to execute a successful project. Below are the roles Frontline is recommending to fill within the Project framework:

Executive Sponsor

The Executive Sponsor provides focus and oversight to the project while building the executive relationship between Client and Frontline, ideally Superintendent, Assistant Superintendent of HR, CFO, etc.

The Executive Sponsor will work with all relevant parties to expedite and resolve issues that require the highest executive level involvement, such as contract amendments and scope adjustments. The Executive Sponsor will serve as project champions to promote the visibility and credibility of the Program.

- Provides leadership and promotes project goals within organization ensuring necessary resources are available
- Participates in Executive Sponsor meetings with Frontline Executive Sponsor/Steering Committee to review project progress, and significant risks and issues as needed
- Serves as a point of escalation beyond the Client Project Manager, if needed.
- Promotes Organizational Change Management in support of project success

Project Manager

The Client Project Manager will oversee the implementation and execution of all project-related activities, while ensuring the successful completion of each phase and related activities to reach the project milestones successfully.

Additional responsibilities include

- Acts as the primary project contact responsible for client-side communications, scheduling, deliverable tracking and advancing the project according to plan
- Works collaboratively with Frontline Project Manager to ensure that the project remains on track and risks are identified and mitigated early
- Ensures timely completion of Client project tasks and action items as identified by Project Plan and RAID log
- Partners with Frontline Project Manager and project teams to maintain RAID log, tracking risks, issues, action items, and key project decisions., and works collaboratively with the Frontline Program Director to mitigate risks and resolve issues
- Partners with Frontline Project Manager on Project Communication Plan, cascading project communications to the Executive Sponsor, Client project team and project stakeholders
- Partners with Frontline Project Manager on training schedule, identifying attendees, availability, and attendance for training sessions

Implementation Process Owners

Working closely with the Frontline Implementation Consultants, the business process experts will be responsible for the following:

- Define organizational policies and answering policy-based questions and or clarifications
- Understands business requirements and can provide guidance about the future direction of the business area
- Responsible for identifying business impacts and deciding on configuration options in a timely manner
- Provides and coordinates functional support after the project go-live

Functional and Subject Matter Experts

Working closely with the Frontline Implementation Consultants the subject matter experts will be responsible for the following:

- Provide specialist business process knowledge
- Responsible for configuration decisions and execution of test scenarios

- Ensure configuration and supports business impacts review
- Responsible for data validation

System Administrator(s)

Working closely with the Frontline Technical Team the system administrators will be responsible for the following:

- Responsible for day-to-day operations, upkeep of system, and user management.
- Create/edit/delete new records, packets, and forms
- Sending/tracking/completing forms
- It is common to additionally have functional area system owners (e.g., recruiting, hiring and onboarding, compensation, etc.) who can define current policies, processes, and business needs
- Timely completion of project tasks and action items in support of the project plan and schedule
- Partners with IT Department and Frontline Consultant to verify data imports and data exchange

IT Department

Working closely with the Frontline Technical Team the Client technical team will system administrators will be responsible for the following:

- Maintain user access, security and workflow
- Ensure Frontline Education domains/IP addresses have been incorporated into any firewalls and/or spam filters
- Responsible for updating white-list from Frontline
- Provide technical support in instances where local network/technology configurations impact usage of our solutions
- Subject Matter Expert for the implementation – including requirements, testing and go-live Support (as needed)

Frontline Work Methods

Project Management, Training & Consulting

Frontline implementation projects are consultative at their very heart, and each of these elements are embedded throughout the duration of the project.

- Project Kickoff Call
- Business Process Review: Analysis of internal process for a Client's onboarding process and best practices recommendations to optimize system functionality.
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led remote training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users.
- Self-paced courses for Frontline Recruiting & Hiring and Frontline Central with completion and assessment reports to confirm knowledge transfer.
- Role-based Learning Center: ongoing, anytime access to knowledge base articles and videos available to all district staff.
- Project Status Calls: periodic project status calls throughout implementation to review progress to the project schedule.
- Onsite working sessions for HRMS incorporating elements of configuration and training.
- Project Close Out Call

Additional Optional Professional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite training beyond the scope of the quote
- Campus administration training
- Services beyond the implementation timeframe and project close out

System Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Please refer to the Appendices for Configuration Services for existing Recruiting & Hiring or Frontline Central clients, as they differ from those listed below.

The system is collaboratively designed and built out over the course of multiple configuration calls and follow up actions. Natural spaces are planned in the project cadence for review and acceptance of configuration for individual data elements and pieces of functionality. Reference materials with step-by-step walk throughs are provided to help validate system is functioning to accomplish desired goals. Onsite working sessions are established at various checkpoints to finalize configuration and solidify learning. Final User Acceptance Testing materials are provided to help both the Frontline and Client project teams walk through and ensure integrity of system configuration as planned.

Decisions made regarding configuration are to be validated by the client. Post implementation configuration would be considered additional work and would require a new Statement of Work. Configuration and Validation are done within the PROD environment.

Talent Management

Configuration for new Talent Management clients is below.

Setups	Pre-configured with Recruiting & Hiring	Pre-configured with Frontline Central	Frontline Education Configuration Services
District Employer Info Page	Registration info included	N/A	Complete page
Location List	Will populate from HRMS	Will populate from HRMS	Adjust as needed
User List	1	1	1
Groups	0	0	2
Email Templates (Auto Replies)	4	N/A	3
Job Postings	0	N/A	3
Campaign	0	N/A	1
Filters	28	N/A	1
Custom Filters	0	N/A	2
Admin Views	5	N/A	3
Application Pages	21	N/A	Up to 2 additional
Position Categories & Types	Will populate from HRMS	Will populate from HRMS	Adjust as needed
Position Areas	355 separate position areas that fall in 38 categories under 3 areas	N/A	Adjust as needed
Pipelines	1 with 6 stages	N/A	Up to 1 additional
Forms	12	0	Up to 2 additional with workflows
Publics Forms Library	338	250	Not applicable
Forms Packet	0	0	Up to 1
Job Description Templates	73	Up to 2	Up to 2
Applicant Certificate Types	134	N/A	Adjust existing as needed
User Groups & Permissions	1	1	Up to 1
Cross Advertising	6	N/A	Not applicable

Client will Provide:

- ☐ Applicant and New Hire Forms and Packets
- ☐ Job Postings
- ☐ Client Specific Application Pages
- ☐ Establish and Implement End User Training Plan

Position Management

Your very own robust personnel playbook

- Map the General Ledger and provide client assistance converting the data.
- Provide consulting to implement workflow for Authorizing Positions and requesting staffing.
- Train and assist on set up of Position Inventory Module including set up and use case training
- Provide training for use of Personnel Forecasting
- Security role training and guidance on maintaining the user security roles

- Track degrees, credentials, assessments and more across your organization

Client Will Provide:

☐ District Organization Structure: Organizations and Locations
☐ Financial Calendars for all Positions
☐ Employee Schedules for all Positions
☐ Pay Grades & Pay Cycle Groups
☐ Employee Role Categories/Sub-Categories/Employee Associated Organizations
☐ Position Account Codes
☐ Editable Versions (e.g., ".doc" files) of Current Employee Contracts
☐ Establish and Implement End User Training Plan
☐ Security Permissions and Workflows

Compensation Management

- Provide guidance setting up compensation information to feed client payroll system.
- Identify any gaps between compensation data in HRMS and target Payroll System.
- Review Processes for payroll.

Benefits Management

Maintain control with the increased flexibility of a self-service employee portal

- Set up the benefits plans and assign the rules for eligibility required for Employees select and enroll in benefits packages online. Benefits are limited to
  - 401K
  - Medical
  - Dental
  - Vision
  - Cafeteria Plan
  - FSA
- Create the rules for electronic adjustment of life/qualifying events as situations change
- Train the trainer training for employee access
- If a client chooses not to leverage Benefits with HRMS, the client will be responsible for feeding deduction data directly to their Payroll System. Client Will Provide:

☐ Detailed information on all plans offered: premiums, coverage levels, age bands, etc.
☐ Workers Compensation Group Names

Additional Optional Configuration Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Configuration services beyond those identified above
- Configuration services beyond the implementation timeframe and project close out
- Configuration of a training environment or staging environment.

Reporting

The system will provide underlying data for federal and state reporting on personnel, licensing and positions. Appendix 1 provides a list of standard reports available within the application. A web-based training session will provide ad hoc reporting fundamentals.

Included Data:

- Staffing and personnel data
- Certification data for employees & positions
- Effective dating and data as it relates to pay steps, stipends, grades and cycles
- Applicant EEO reporting built in to aggregate data anonymously based on Published Roles and date range

Excluded Data:

- Payroll deductions
- Paychecks and related data
- Actual time records (may be reported from Frontline Absence & Time)
- Leave balances (may be reported from Frontline Absence & Time)
- Employee evaluations (may be reported from Frontline Professional Growth)

Client Responsibilities:

☐ All custom ad hoc reports
☐ Ensure the right standard reports are assigned to appropriate roles

Additional Optional Reporting Services:

The following items are outside the standard scope of services and may be accommodated through a change request and additional services and fees. These will have an impact to the scope and duration of the overall project.

- Data querying and data mining training
- Reporting services beyond those identified above
- Reporting services beyond the implementation timeframe and project close out

Data Conversion

An effective delivery of an HRMS/Recruiting data migration assumes that the following prerequisites are understood and addressed by both the Client and Frontline during the Project Kick Off.

- Data will only be imported for active employees and their current assignments.
- The client is responsible for providing data from their legacy systems and formatting the data to requirements specified in the load templates. Frontline does not directly access third-party systems.
- In accordance with Frontline's data security policies, import data is only accepted via Frontline's secure file transfer protocol.

Scope:

During implementation, Frontline will import the following data formatted in the Frontline data conversion templates. A single pass data import will be done with manual dual entry performed by the client between the import and Go Live.

- Active Employee Data
- Demographics
- Active Position Assignments
- Active Stipends & Supplementals
- Certifications
- Years of Experience
- Education History
- Employee Benefits (optional)
- Active Position Inventory
- Supporting data related to active employees and positions
  - Locations and Organizations
  - Job Titles
  - Position and Employee related Chart of Accounts

Client will provide the following:

- ☐ Current Employee Demographics (conversion file)
- ☐ Employee Certifications file
- ☐ Employee Degrees file
- ☐ Employee Service Records/Years of Experience
- ☐ Position Inventory (conversion)
- ☐ Position Account Codes
- ☐ Benefit Data (conversion)
- ☐ Employee Contract Setup Template (conversion)

Frontline Responsibilities

- Implementation Consultants will review the templates with the client and explain expected data.
- Frontline Implementation Consultants will make themselves available to answer any questions and provide guidance on system best practices as it relates to data import.
- Frontline will partner with the client and provide consistent and timely validation of the data provided to ensure it meets the minimum requirements for import.
- Frontline will provide errors in an organized format, indicating which data points are non-compliant and require additional review/correction.
- Online training and consultation will be provided to show you how to maintain this data on an ongoing basis after the initial import.

Client Responsibilities:

- Provide named resource(s) responsible for data extraction.
- Data must be provided using Frontline's standard templates.

- The district will extract the data in the format requested, or work with their current vendor to extract the data.
- If the client cannot generate the data based on the specification, there is no guarantee that Frontline Education staff will be able to import it.
- It is the responsibility of the client to have reviewed the content of the data before sending to Frontline.
- The district will work with Frontline Education to map any data that does not match a dropdown/look-up value in Frontline HRMS.
- Any data transformation will be the responsibility of the client. This includes merging data sets, reformatting data, breaking apart or combining fields or removal of duplicate records.
- Once the data has been imported, the client will review the data as it exists in the system for accuracy If any discrepancies are found between what was sent and what was imported, Frontline will research and provide resolution or feedback. Once the data imported is deemed accurate, the client will provide sign-off.

Additional Optional Data Services

The following items are outside the standard scope of services and may be accommodated through a change request and additional services and fees. These will have an impact to the scope and duration of the overall project.

- Additional passes of data migration
- Additional content sections, fields, or data points
- Data cleansing or data verification services
- Historic data conversion, including inactive employees and past position assignments
- Loading of digital documents and files to employee records
- Data services beyond the implementation timeframe and project close out

Data Exchange

Data exchange includes:

Scope of Data:

Payroll data exchange is included with your purchase of Frontline HRMS. This includes:

- New hire demographic and position data to seed your payroll system
- Transfer position information
- Changes in pay
- Employee terminations

Frontline will place data files on its FTP site on a nightly basis or on demand for consumption by the client or 3rd party vendor.

Frontline Responsibilities

- Subject matter guidance of Frontline systems
- Relay clear feedback on specifications and data content.
- Test extraction and file generation processes.

- Create and provide client with secure FTP credentials.
- Frontline will work with through the client to map fields and establish the security.

- Data exchange with 1 established Payroll system with outbound data files for:
    - New Hires, Demographic, and Position information
    - Transfer Position information
    - Payroll Changes
    - Terminations
- One established data exchange across each of the following types of 3rd party vendors
    - Background Check Provider
    - Applicant Screening
    - Digital Interview
- If Benefits are not included, Frontline will make a census file available for export to the third-party Benefits Provider.

Client Responsibilities:

- Engage with 3rd party vendor and manage the relationship
- Work with the 3rd party vendor directly to provide Frontline with clearly defined specifications for data files
- Act as "subject matter expert" for all data content questions from Frontline representatives.
- Coordinate testing of files with the 3rd party vendor.
- Provide any sFTP credential information back to the vendor or facilitate the transfer of the data directly to the vendor.

Additional Optional Data Exchange Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Data exchange services beyond those identified above
- Data exchange services beyond the implementation timeframe and project close out

Dependencies, Assumptions & Policies

Dependencies

- Account structure and element definitions must be created prior to positions.
- Employees must be available in HRMS to set security for roles and positions.
- If applicable, establish SSO prior to end-user training.
- Position Initialization will need to be run prior to setup of Employee Contracts, and before hiring for the following school year.
- Pay Cycles through entire benefit plan year must be established prior to benefits.

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education have planned timelines based on presumed effort and availability of client resources. Time and effort will vary depending on actual availability and effort required to collect data and complete data entry and validation.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Some dual entry will be required during the transition from Legacy system to Frontline HRMS. The amount will depend on decisions made regarding the transition.
- Data will only be loaded once, and delta files will not be used to update existing data
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Appendices

1- Standard Reports

GENERAL

Report	Description
Report Deployment List	Reports currently deployed/available on the environment and when the report was deployed
Report Distribution by Employee	Reports currently distributed to employees
TEAMS Report List	Available reports

POSITION INVENTORY REPORTS

Report	Description
Organization Position	Organization detail (one organization or all organizations)
Organization Position Detail	Organization PCN and Employee Detail by organization and role name (one organization or all organizations)
Position Vacancy Report	Vacant positions
Roles & Compensation Summary	A view that enables districts to extract basic information about Roles using the My Query Builder entry point or another reporting tool.

BUDGET

Report	Description
Budget Proposal Detail	Positions with current salary, raise amounts and proposed budgeted amount for next year
Budget Proposal Stipend Detail	Positions with current stipend amounts and proposed budgeted amount for next year

EMPLOYEE

Report	Description
Pay, Grade, Step, Salary, Stipend List	All employees by pay grade, salary and stipend. Run by effective date.
Employee Open Records Information	Excel spreadsheet of employee's information: address, first/middle/last name, phone number, email, salary, stipend info and role name
Employee Certifications	Employees certifications by employee or organization, including cert level, verify type and begin and end/expiration date
Employee Separation Report	PCN, organization, role, employee name, employee ID and separation date of employees who separated from employment with the district in a given time frame

BENEFITS

Report	Description
Benefits Member Age Report	Lists employees over the maximum age defined by the benefit plan, including forecasting for a future date
Benefits Confirmation	Generates when the employee completes benefit web enrollment; provides a listing of all elected benefits, members, and beneficiaries
Mass Benefit Confirmation Forms	Allows user to print confirmation of benefit letters for all employees
Employee Service Center Benefits Confirmation	Allows employee to print report of benefits enrollment for past, current, or future years
Benefits Employee Premium Details	Lists all employee benefit deduction amounts for a selected time frame
Benefits Missing Payment Schedules	Lists employees missing benefit payment schedules
Benefit COBRA Information	Allows user to print a letter for a resigning employee advising him/her of COBRA options

2-Reconfiguration Requirements for existing Recruiting & Hiring Clients

a. After configuration of Position Inventory, a review of the Client's existing Applicant Tracking system will be performed to determine how to restructure the Client's Applicant Tracking system to align with HRMS & Recruiting.
b. Implementation Consultant will pull data files from both HRMS & Recruiting and Applicant Tracking and will work with the Client to crosswalk the data.
c. Applicant Tracking Locations and Position list will be pulled and backed up, along with settings associated with those items in Applicant Tracking.
d. Locations, Published Role Categories and Published Roles will be pushed from HRMS & Recruiting into Applicant Tracking, replacing the existing Locations and Positions in Applicant Tracking.
e. Implementation Consultant will perform data updates in Applicant Tracking during a scheduled "Blackout Period" (approximately 2 business days), during which the Client will not be able to log in or make updates.
f. At the end of the Blackout Period, the Client's Applicant Tracking admins will log into Applicant Tracking and update the remainder of the impacted items, then review the updated items to ensure completion and proper functionality.
g. After testing process, client will resume full use of Recruiting & Hiring.

3-Reconfiguration Requirements for existing Frontline Central Clients

After configuration of Position Inventory, a review of the Client's existing Frontline Central system will be performed to determine how to restructure the Client's Frontline Central system to align with HRMS & Recruiting.

1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline" or "Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the "Terms and Conditions"), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	**Glendale Unified School District**
Signature:	Signature: 12/17/21
Name:	Name: Stephen Dickinson
Title:	Title: Chief Financial Officer
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 223 N. Jackson Street Glendale, California 91206
Email: billing@frontlineed.com	Email: sdickinson@gusd.net

Contingent on GUSD Board approval scheduled 1/18/2022

Attached: *Terms and Conditions*
Exhibit A

1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT
TERMS AND CONDITIONS

1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to affect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link

to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for

administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived therefrom, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. The customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. Invoicing and Payment

All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty (30) days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax-exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. Warranties and Disclosures

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third-

Party Materials shall be subject only to such third-party terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information Privacy

4.1. Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontlines agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3. Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. Indemnification.

Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third-party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. Limitations of Liability.

OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY

PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. Term and Termination.

The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will renew for successive one-year terms thereafter (each, a "Renewal Term") unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may not terminate any Order Form at any time in the middle of a term. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. District Ordering.

Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. General.

Frontline and Customer are each independent contractor and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline

insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

frontline education

1400 Atwater Drive Malvern, PA 19355

Exhibit A Frontline Customer Order Form
Q-78615
MSA-001f400000S9E0v
12/17/2021

Customer:	Order Form Details:
Glendale Unified School District 223 N. Jackson Street Glendale, California, 91206 United States	**Pricing Expiration:** 12/31/2021 **Quote Currency:** USD **Account Manager:** Kristin Burroughs
Contact: Stephen Dickinson	**Startup Cost Billing Terms:** One-Time, Invoiced after signing
Title: Chief Financial Officer	**Subscription Billing Frequency:** Annual
Phone: (818)241-3111	**Sale Type:** New
Email: sdickinson@gusd.net	**Initial Term:** 2/01/2022 – 6/30/2025

Pricing Overview	Amount
One-Time Fees	**$79,832.00**
Annual Recurring Fees	**$120,055.46**
(Initial Term Prorated Fees)	**$49,337.87**

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	$79,832.00	$79,832.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Frontline HRMS with Recruiting and Hiring Solution Prorated Term)	2/01/2022	6/30/2022	$49,337.86
Frontline HRMS with Recruiting and Hiring Solution	7/01/2022	6/30/2023	$120,055.46
Frontline HRMS with Recruiting and Hiring Solution	7/01/2023	6/30/2024	$124,857.67
Frontline HRMS with Recruiting and Hiring Solution	7/01/2024	6/30/2025	$129,851.98

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Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this link to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status: Purchase order to follow
PO #:
Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

Special Instructions and Additional Terms

NCPA (National Cooperative Purchasing Alliance) Contract Number: 01-102

This Order is made subject to NCPA Contract 01-102

Non-appropriation Clause. This Agreement is contingent upon the availability of funding or appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Client or otherwise not made available to the Client. The Client's payment obligations are payable only and solely from funds appropriated and available for the purpose of the purchase. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any Work Product delivered but unpaid shall be returned to Frontline. Client shall provide Frontline written notice of the failure of the Client to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the Client to pay its obligations. This termination for lack of appropriations may not be used as a substitute to terminate for convenience.

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Invoicing Schedule	Due Date	Amount	
Invoice: One Time	**Upon Signing**	**$79,832.00**	**+ applicable sales tax**
Frontline Implementation		$79,832.00	
Invoice: Prorated	**3/03/2022**	**$49,337.87**	**+ applicable sales tax**
Frontline HRMS with Recruiting and Hiring Solution		$49,337.86	
Invoice: Annual		**$120,055.46**	**+ applicable sales tax**
Frontline HRMS with Recruiting and Hiring Solution		$120,055.46	
Frontline HRMS with Recruiting and Hiring Solution		$124,857.67	
Frontline HRMS with Recruiting and Hiring Solution		$129,851.98	

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

ACTION REPORT NO. 3

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, Innovation and Facilities
SUBJECT:	**Approval of Amendment No. 1 to Independent Consultant Agreement No. 602 with California Testing and Inspections for the Clark Magnet High School New CTE Building Project's Specialty Inspection Services**

The Superintendent recommends that the Board of Education approve Amendment No. 1 to Independent Consultant Agreement No. 602 with California Testing and Inspections for the Clark Magnet High School New CTE Building Project's specialty inspection services in the amount of $51,084, funded by Measure S funds.

On February 2, 2021, the Board approved the award of agreement with California Testing and Inspections for the Clark Magnet High School's specialty inspection services in the amount of $102,245.

Amendment No. 1 in the amount of $51,084 accounts for additional cost of future testing and specialty inspections required for the CMU block wall, concrete, and structural steel, as well as additional geotechnical soils inspections during shoring and over excavation. This Amendment increases the total agreement to $153,329 and is included in the original project budget.

The total cost for specialty inspections is 2.36% of the construction costs. This project is funded by Measure S – Clark Magnet High School New CTE Building funds. The Superintendent's Facility Advisory Committee voted to support this recommendation.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Testing and Inspection Services @ Clark CTE Project

Professional Service Number: 602
Amendment No. 1 – January 19, 2022

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 3rd day of February, 2021 by and between the Glendale Unified School District, ("District") and California Testing & Inspections ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. Services. The Consultant shall provide Material Testing and Inspection Services as further described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").

2. Term. Consultant shall commence providing services under this Agreement on April 19, 2021 and will diligently perform as required and complete performance by ~~June 30, 2021~~ December 30, 2022.

3. Submittal of Documents. The Consultant shall not commence the Services under this Agreement until the Consultant 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 Designation of Subconsultants List
   X Workers' Compensation Certification
   X Fingerprinting/Criminal Background/Tuberculosis Clearance Certifications
   X Insurance Certificates and Endorsements
   X W-9 Form
   X Covid Vaccination Records

4. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee not to exceed (NTE) ~~One Hundred Two Thousand Two Hundred Forty-Five~~ One Hundred Fifty-Three Thousand Three Hundred Twenty-Nine Dollars (~~$102,245.00~~ $153,329.00) which includes reimbursable cost listed in item 5.1. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Work shall be made for all undisputed amounts based upon time and materials for not-to-exceed (NTE) fees referenced in Exhibit "A".

5. Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

   5.1. Not Applicable

6. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant 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. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. Materials. Consultant 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:

   7.1. Not applicable.

8. Performance of Services.

   8.1. Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school Districts.

   Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

   8.2. Meetings. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

   8.3. District Approval. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   8.4. New Project Approval. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. Copyright/Trademark/Patent. Consultant 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1. Without Cause By District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Without Cause by Consultant. Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant 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.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, consultants, 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 consultants' 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 Consultant, its officials, officers, employees, subcontractors, consultants, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, 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 Consultant 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 Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant 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

14.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, 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.)

14.1.2. **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 Consultant 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.

14.1.3. Professional Liability (Errors and Omissions). Professional Liability Insurance as appropriate to the Consultant's profession.

14.2. Proof of Carriage of Insurance. The Consultant 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:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, 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 Consultant'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.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. 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.

15. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant'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.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant 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.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant 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 Consultant agrees to require like compliance by all of its subcontractor(s).

20. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

21. 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.

22. District**'s Evaluation of** Consultant and Consultant**'s Employees and/or** Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. 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.

24. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant 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.

25. 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
349 West Magnolia Avenue
Glendale, California 91204
Phone: 818-507-0201
ATTN: Hagop Kassabian

Consultant:

California Testing & Inspections
15957 Vermont avenue
Paramount, CA 90723
Phone: 310-461-5616
Email: fjaque@caltestinspection.com
ATTN: _____

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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

35. 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.

36. 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.

37. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: _____, 2022

Glendale Unified School District

By: _____

Print Name: Stephen Dickinson

Print Title: Chief Business and Financial Officer

Dated: _____, 2022

Consultant: California Testing & Inspections

By: _____

Print Name:

Print Title: _____

Information regarding Consultant:

License No.: _____

DIR No.: _____
(Department of Industrial Relations Reg. #)

Address: _____
_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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.

DESIGNATED SUBCONSULTANTS LIST

1. Contractor must list the name, location and Contractor License Number/Department of Industrial Relations (DIR) Registration Number of each subcontractor who will be employed, and the scope of Work that each will perform. Contractor must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's Contract Price.

2. Contractor need not list entities that are only vendors or suppliers of materials. If no Subcontractor, please enter "None" in the first section below, then complete and sign the certification portion below.

3. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this Contract.

Subcontractor Name: _____ Location: _____

Scope of Work: _____ License/DIR #s: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ License/DIR #s: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ License/DIR #s: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ License/DIR #s: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ License/DIR #s: _____

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: _____

Proper Name of Bidder/Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

Name of Consultant: _____

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.)

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 Consultant Agreement for Professional Services ("Agreement"):

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

Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant'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 Consultant, 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, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant 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 Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

Consultant'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 Consultant.

The undersigned does hereby certify that I am a representative of the Consultant 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 Consultant.

Date: _____

Name of Consultant/Company: _____

Representative's Name and Title: _____

Signature: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

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

I am a representative of the _____ ("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 451221.1. A complete and accurate list of Contractor's employees and of all of its subcontractor' 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: _____

Name of Consultant/Company: _____

Signature: _____

Print Name and Title: _____

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is not made part of this Agreement.

Consultant may provide the following general Services:

Clark Magnet High School – CTE Project

Perform Testing & Inspection Services for the Construction of new CTE Building Project.

Per California Testing & Inspections Proposal, see "Attachment"

• Grading Observations and Testing Estimate	$18,075.00
• Special Inspection	$66,260.00
• Materials Testing	$ 7,920.00
• Materials Engineering Services Estimate	$ 9,990.00

Amendment #1 – $51,084.00

• Grading Observations and Testing Estimate	$8,080.00
• Special Inspection Estimate	$36,244.00
• Materials Testing Estimate	$3,070.00
• Materials Engineering Services Estimate	$3,690.00

Total Not-To-Exceed Amount ~~$102,245.00~~ $153,329.00

EXHIBIT "B"

COVID-19 VACCINATION
ADDENDUM TO
GLENDALE UNIFIED SERVICES AGREEMENT

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

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

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

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

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

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 E. Rinder, Executive Director, Special Education
SUBJECT:	**Approval of Additional Services Agreement Between Glendale Unified School District and The Stepping Stones Group LLC**

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and The Stepping Stones Group LLC in an amount not to exceed $250,000 for providing contracted psychologists, speech therapists and special education teachers for the remainder of the 2021-2022 school year.

The Stepping Stones Group LLC is an agency that provides specialized instruction, speech/language therapy, occupational/physical therapy, and psychological services to special education students.

At its meeting of July 13, 2021, the Board of Education approved a contract with Pediatric Therapy Services, LLC in the amount of $25,000. The company later changed their name to The Stepping Stones Group LLC. The Board approved a contract for the same amount under their new name at its August 10, 2021, meeting. Due to the vacancies created by staff on leave as well as increased staffing demand, it is estimated that an additional $250,000 will be needed to cover services needed for the remainder of the 2021-2022 school year.

General Education and Special Education resources will be used to pay for these services.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

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

SERVICES AGREEMENT

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

The Parties do hereby contract and agree as follows:

1. **Term**

   Contractor shall commence providing services under this Agreement on or about January 15, 2022 and will diligently perform as required and complete performance by June 30, 2022.

2. **Scope of Services**

   Provides Speech and diagnostic ASL Services

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

3. **Compensation**

   District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a set for in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: $250,000.00 (Two-hundred fifty housand).

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

(i) **Employee Eligibility Verification**: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

(ii) **Fingerprinting and Criminal Background Check**: Contractor shall complete the background check requirements of California Education Code section 45125.1 for all of its employees who will be working on the District's school sites with students. The Contractor shall not staff the program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). The Contractor shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the program.

(iii) **Tuberculosis Clearance**: Contractor will ensure that all of its employees who will be working on the District's school sites with students are determined to be free of active tuberculosis by a medical professional. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites are determined to be free of active tuberculosis.

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

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

9. **Conduct on District Premises**

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

10. **Anti-Discrimination**

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

11. **Indemnification**

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

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

12. **Limitation of District Liability**

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

13. **Confidentiality**

The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, it 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.

14. **Insurance**

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

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

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

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

(i) A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."

(ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.

(iii) An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

(iv) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. **Termination**

(i) **Without Cause by District**: District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

(ii) **Without Cause by Contractor**: Contractor may, upon sixty (60) days notice, with or without reason, **terminate** this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

(iii) **With Cause by District**: District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

a) Material violation of this Agreement by the Contractor;

b) Any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

16. **Certificates/Permits/Licenses**

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

17. **Delivery**

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

///

18. **Notice**

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

District:	**Contractor:**
Glendale Unified School District	The Stepping Stones Group LLC
223 N. Jackson Street	5000 Birch Street, West Tower, Suite 3000
Glendale, California 91206	Newport Beach, CA 92660
ATTN: Stephen Dickinson	ATTN: Kristyna Lopez

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

19. **Assignment**

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

20. **No Rights in Third Parties**

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

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

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

22. **Submittal of Documents**

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

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

23. **Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. **California Law**

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

25. **Waiver**

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

26. **Severability**

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

27. **Provisions Required By Law Deemed Inserted**

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

28. **Authority to Bind Parties**

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

29. **Attorneys' Fees and Costs**

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

30. **Headings**

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

31. **Signature Authority**

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

32. **Counterparts**

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

SIGNATURE PAGE

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

Company Name: The Stepping Stones Group LLC

By: _____ Western Market President
Signature Title

Sara Palmer Dated: _____, 2021
Print Name

By: _____ Western Market President
Signature Title

Sara Palmer Dated: Dec 15, 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; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

Information regarding Contractor:

License No.:

Employer Identification Number: 26-0852181

Address: 5000 Birch Street, West Tower, Suite 3000
Newport Beach, CA 92660

Telephone: (888)835-0894 Ext. 106 or (949)407-6374 Ext 109

Email: kristyna@thesteppingstonesgroup.com

Type of Business Entity:

____Individual
____Sole Proprietorship
____Partnership
____Limited Partnership
____Corporation, State: California
_X_Limited Liability Company

Other: _____

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

Glendale Unified School District

By: _____
Signature

Dr. Kelly King
Print Name

Assistant Superintendent Educational Services
Title

Dated: _____, 2021

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Consultant, as needed, to provide nursing, speech, diagnostic ASL services, occupational and physical therapy, student support, individual psychological assessments and IEP services to Special Education students.

ADDENDUM B

"Cost Proposal"

Rates:

ASL Interpreter - $60/hour

Speech Language Pathologist $85 - $90 per hour (TBD)

Occupational Therapist $85 - $90 per hour (TBD)

Physical Therapist $85 - $90 per hour (TBD)

School Psychologist PPS $85 - $90 per hour (TBD)

Special Education Teachers & Resource Specialists $65 - $80 per hour (TBD)

LVN $45 - $55 per hour (TBD)

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: Dec 15, 2021

Name of Contractor: The Stepping Stones Group

Signature: _____

Print Name and Title: Sara Palmer, Western Market President

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.

☐ The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]

☐ The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)] **Check all methods to be used:**

☐ 1) Installation of a physical barrier at the worksite to limit contact with students

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

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

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

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

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

Date: Dec 15, 2021

Name of Contractor or Company: The Stepping Stones Group

Representative's Name and Title: Sara Palmer, Western Market 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 Western President of The Stepping Stones Group, 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 12/15/21 [date], at Irvine [city], CA [state].

Signature

Sara Palmer
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 Stepping Stones Group ("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: 12/15/21

Name of Contractor: The Stepping Stones Group

Signature:

Print Name and Title: Sara Palmer, Western Market President

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT

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

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

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

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

Name of Contractor: The Stepping Stones Group

Signature: _____

Print Name and Title: Sara Palmer, Western Market President

Date: 12/15/21

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

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 E. Rinder, Executive Director, Special Education
SUBJECT:	**Approval of Additional Services Agreement Between Glendale Unified School District and Total Recall Captioning, Inc.**

The Superintendent recommends that the Board of Education approve a services agreement between Glendale Unified School District and Total Recall Captioning, Inc. in an amount not to exceed $220,000 for providing Communication Access Real-time Translation (CART) services for students for the remainder of the 2021-2022 school year.

At its meeting of July 13, 2021, the Board of Education approved a contract with Total Recall Captioning, Inc. in the amount of $150,000 to provide Communication Access Real-time Translation (CART) services for Special Education students. However, it is estimated that an additional $220,000 will be needed to cover necessary services for the remainder of the 2021-2022 school year. Special Education resources will be used to pay for these services.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

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

SERVICES AGREEMENT

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

The Parties do hereby contract and agree as follows:

1. **Term**

   Contractor shall commence providing services under this Agreement on or about January 15, 2022 and will diligently perform as required and complete performance by June 30, 2022.

2. **Scope of Services**

   Provides CART Captioning Services

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

3. **Compensation**

   District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a set for in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: $220,000.00 (Two-hundred twenty thousand).

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

(i) **Employee Eligibility Verification**: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

(ii) **Fingerprinting and Criminal Background Check**: Contractor shall complete the background check requirements of California Education Code section 45125.1 for all of its employees who will be working on the District's school sites with students. The Contractor shall not staff the program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). The Contractor shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the program.

(iii) **Tuberculosis Clearance**: Contractor will ensure that all of its employees who will be working on the District's school sites with students are determined to be free of active tuberculosis by a medical professional. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites are determined to be free of active tuberculosis.

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

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

9. **Conduct on District Premises**

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

10. **Anti-Discrimination**

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

11. **Indemnification**

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

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

12. **Limitation of District Liability**

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

13. **Confidentiality**

The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, it 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.

14. **Insurance**

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

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

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

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

(i) A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."

(ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.

(iii) An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

(iv) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. **Termination**

(i) **Without Cause by District**: District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

(ii) **Without Cause by Contractor**: Contractor may, upon sixty (60) days notice, with or without reason, **terminate** this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

(iii) **With Cause by District**: District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

a) Material violation of this Agreement by the Contractor;

b) Any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

16. **Certificates/Permits/Licenses**

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

17. **Delivery**

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

///

18. **Notice**

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

District:	**Contractor:**
Glendale Unified School District	Total Recall Captioning, Inc
223 N. Jackson Street	29629 Canwood Street
Glendale, California 91206	Agoura Hills, CA 91301
ATTN: Stephen Dickinson	Sandy Eisenberg

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

19. **Assignment**

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

20. **No Rights in Third Parties**

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

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

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

22. **Submittal of Documents**

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

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

23. **Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. **California Law**

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

25. **Waiver**

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

26. **Severability**

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

27. **Provisions Required By Law Deemed Inserted**

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

28. **Authority to Bind Parties**

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

29. **Attorneys' Fees and Costs**

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

30. **Headings**

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

31. **Signature Authority**

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

32. **Counterparts**

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

SIGNATURE PAGE

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

Company Name: Total Recall Captioning

By: _____ Signature

President
Title

Sandy Eisenberg
Print Name

Dated: 1/11/22, 2021

By: _____ Signature

CEO
Title

Sandy Eisenberg
Print Name

Dated: 1/11/22, 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; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

Information regarding Contractor:

License No.:

N/A

Employer Identification Number:

80-0194101

Address: 29629 Canwood Street

Agoura Hills, CA 91301

Telephone: (818)381-7426 or (818)991-2413

Email: Sandy@yourcaptioner.com

Type of Business Entity:

____Individual
____Sole Proprietorship
____Partnership
____Limited Partnership
_x_Corporation, State: California
____Limited Liability Company

Other: _____

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

Glendale Unified School District

By: _____
Signature

Dr. Kelly King
Print Name

Assistant Superintendent Educational Services
Title

Dated: _____, 2021

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Consultant, as needed, to provide CART Captioning (voice-to-text process) Services for Special Education students.

ADDENDUM B

"Cost Proposal"

Fees: Remote Classroom CART..... ...$105/hour, 1-hour minimum

Remote Meeting & Event CART.....$135/hour, 1-hour minimum

Remote Spanish CART.....$175/hour, 1-hour minimum
(100% Spoken Spanish to Captioned Spanish)

Remote Spanish & English Bilingual CART.....$200hour, 1-hour minimum
(Both languages spoken/captioned in same language)

Onsite Classroom CART.....$125/hour, 4 -hour minimum

Onsite Meeting CART.....$155/hour, 4 -hour minimum

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 1/11/22

Name of Contractor: Total Recall Captioning, Inc.

Signature: [signature]

Print Name and Title: Sandy Eisenberg, President/CEO

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.

☐ The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (e)]

☐ The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)] **Check all methods to be used:**

☐ 1) Installation of a physical barrier at the worksite to limit contact with students

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

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

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

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

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

Date: 1/11/22

Name of Contractor or Company: Total Recall Captioning, Inc.

Representative's Name and Title: Sandy Eisenberg, President/CEO

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 / CEO of Total Recall Captioning, Inc., 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 January 11, 2023 [date], at Agoura Hills [city], CA [state].

Signature

Sandy Eisenberg

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 Total Recall Captioning, Inc. ("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

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: 1/11/22

Name of Contractor: Total Recall Captioning, Inc.

Signature: [signature]

Print Name and Title: Sandy Eisenberg, President/CEO

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT

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

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

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

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

Name of Contractor: Total Recall Captioning, Inc.

Signature: _____

Print Name and Title: Sandy Eisenberg

Date: 1/11/22

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 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: Minimum Wage Compliance

The Superintendent recommends that the Board of Education approve the Classified Salary Schedule due to the State Minimum Wage increase.

Effective January 1, 2022, the California Industrial Welfare Commission will establish the State Minimum Wage as $15.00 per hour for employers with 26 or more employees.

At this time the classified and non-classified (hourly) classifications of employees in the District affected by the minimum wage law are APH, Babysitter, Cafeteria Worker I, Cafeteria Worker II, Campus Supervision Leader, Clerk II, Cook/Baker, Custodian I, Education Assistant I, Education Assistant II, Education Assistant II (Bilingual), Education Assistant – ASES/RAP Site Leader, Elementary Yard Duty Leader, Facilities Use Worker, High School Stage Crew I, High School Stage Crew II, High School Stage Crew III, Library Assistant, Multimedia Technology Assistant, Nutrition Services Driver, Physical Education Assistant, Reader, Recreation Leader I, Recreation Leader II, Stage Crew (non-student), Stage Manager, Student Assistant I, Student JTPA – Limited Partnership, Student – Mentor (JTPA), Translator, Translator/Interpreter, Typist Clerk II, Yard Duty Assistant

The Classified Salary Schedule is attached.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

CSEA Salary Schedule (NonMGMT)

2021-2022

Effective Date: January 1, 2022

RANG		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	M	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,638.00	$2,770.00	$2,909.00
	H	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.22	$15.98	$16.78
	O	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$22.83	$23.97	$25.17
2	M	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,708.00	$2,843.00	$2,985.00
	H	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.62	$16.40	$17.22
	O	$22.50	$22.50	$22.50	$22.50	$22.50	$22.50	$23.43	$24.60	$25.83
3	M	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,634.00	$2,766.00	$2,904.00	$3,049.00
	H	$15.00	$15.00	$15.00	$15.00	$15.00	$15.20	$15.96	$16.75	$17.59
	O	$22.50	$22.50	$22.50	$22.50	$22.50	$22.80	$23.94	$25.12	$26.38
4	M	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,709.00	$2,844.00	$2,986.00	$3,135.00
	H	$15.00	$15.00	$15.00	$15.00	$15.00	$15.63	$16.41	$17.23	$18.09
	O	$22.50	$22.50	$22.50	$22.50	$22.50	$23.44	$24.62	$25.84	$27.14
5	M	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,634.00	$2,771.00	$2,909.00	$3,055.00	$3,208.00
	H	$15.00	$15.00	$15.00	$15.00	$15.20	$15.99	$16.78	$17.63	$18.51
	O	$22.50	$22.50	$22.50	$22.50	$22.80	$23.98	$25.17	$26.44	$27.76
6	M	$2,600.00	$2,600.00	$2,600.00	$2,600.00	$2,709.00	$2,839.00	$2,981.00	$3,131.00	$3,288.00
	H	$15.00	$15.00	$15.00	$15.00	$15.63	$16.38	$17.20	$18.06	$18.97
	O	$22.50	$22.50	$22.50	$22.50	$23.44	$24.57	$25.80	$27.09	$28.46
7	M	$2,600.00	$2,600.00	$2,600.00	$2,634.00	$2,771.00	$2,903.00	$3,048.00	$3,202.00	$3,362.00
	H	$15.00	$15.00	$15.00	$15.20	$15.99	$16.75	$17.58	$18.47	$19.40
	O	$22.50	$22.50	$22.50	$22.80	$23.98	$25.12	$26.37	$27.70	$29.10
8	M	$2,600.00	$2,600.00	$2,600.00	$2,709.00	$2,839.00	$2,977.00	$3,128.00	$3,284.00	$3,448.00
	H	$15.00	$15.00	$15.00	$15.63	$16.38	$17.18	$18.05	$18.95	$19.89
	O	$22.50	$22.50	$22.50	$23.44	$24.57	$25.77	$27.08	$28.42	$29.84
9	M	$2,600.00	$2,600.00	$2,634.00	$2,771.00	$2,903.00	$3,050.00	$3,204.00	$3,364.00	$3,532.00
	H	$15.00	$15.00	$15.20	$15.99	$16.75	$17.60	$18.48	$19.41	$20.38
	O	$22.50	$22.50	$22.80	$23.98	$25.12	$26.40	$27.72	$29.12	$30.57

RANG		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
10	M	$2,600.00	$2,600.00	$2,709.00	$2,839.00	$2,977.00	$3,130.00	$3,287.00	$3,451.00	$3,624.00
	H	$15.00	$15.00	$15.63	$16.38	$17.18	$18.06	$18.96	$19.91	$20.91
	O	$22.50	$22.50	$23.44	$24.57	$25.77	$27.09	$28.44	$29.86	$31.36
11	M	$2,600.00	$2,634.00	$2,771.00	$2,903.00	$3,050.00	$3,203.00	$3,363.00	$3,530.00	$3,707.00
	H	$15.00	$15.20	$15.99	$16.75	$17.60	$18.48	$19.40	$20.37	$21.39
	O	$22.50	$22.80	$23.98	$25.12	$26.40	$27.72	$29.10	$30.56	$32.08
12	M	$2,600.00	$2,709.00	$2,839.00	$2,977.00	$3,130.00	$3,290.00	$3,454.00	$3,628.00	$3,809.00
	H	$15.00	$15.63	$16.38	$17.18	$18.06	$18.98	$19.93	$20.93	$21.98
	O	$22.50	$23.44	$24.57	$25.77	$27.09	$28.47	$29.90	$31.40	$32.97
13	M	$2,634.00	$2,771.00	$2,903.00	$3,050.00	$3,203.00	$3,367.00	$3,535.00	$3,712.00	$3,898.00
	H	$15.20	$15.99	$16.75	$17.60	$18.48	$19.43	$20.39	$21.42	$22.49
	O	$22.80	$23.98	$25.12	$26.40	$27.72	$29.14	$30.58	$32.13	$33.74
14	M	$2,709.00	$2,839.00	$2,977.00	$3,130.00	$3,290.00	$3,453.00	$3,627.00	$3,808.00	$3,998.00
	H	$15.63	$16.38	$17.18	$18.06	$18.98	$19.92	$20.93	$21.97	$23.07
	O	$23.44	$24.57	$25.77	$27.09	$28.47	$29.88	$31.40	$32.96	$34.61
15	M	$2,771.00	$2,903.00	$3,050.00	$3,203.00	$3,367.00	$3,533.00	$3,709.00	$3,895.00	$4,090.00
	H	$15.99	$16.75	$17.60	$18.48	$19.43	$20.38	$21.40	$22.47	$23.60
	O	$23.98	$25.12	$26.40	$27.72	$29.14	$30.57	$32.10	$33.70	$35.40
16	M	$2,839.00	$2,977.00	$3,130.00	$3,290.00	$3,453.00	$3,628.00	$3,809.00	$4,000.00	$4,200.00
	H	$16.38	$17.18	$18.06	$18.98	$19.92	$20.93	$21.98	$23.08	$24.23
	O	$24.57	$25.77	$27.09	$28.47	$29.88	$31.40	$32.97	$34.62	$36.34
17	M	$2,903.00	$3,050.00	$3,203.00	$3,367.00	$3,533.00	$3,709.00	$3,895.00	$4,090.00	$4,295.00
	H	$16.75	$17.60	$18.48	$19.43	$20.38	$21.40	$22.47	$23.60	$24.78
	O	$25.12	$26.40	$27.72	$29.14	$30.57	$32.10	$33.70	$35.40	$37.17
18	M	$2,977.00	$3,130.00	$3,290.00	$3,453.00	$3,628.00	$3,816.00	$4,005.00	$4,205.00	$4,415.00
	H	$17.18	$18.06	$18.98	$19.92	$20.93	$22.02	$23.11	$24.26	$25.47
	O	$25.77	$27.09	$28.47	$29.88	$31.40	$33.03	$34.66	$36.39	$38.20
19	M	$3,050.00	$3,203.00	$3,367.00	$3,533.00	$3,709.00	$3,897.00	$4,092.00	$4,297.00	$4,512.00
	H	$17.60	$18.48	$19.43	$20.38	$21.40	$22.48	$23.61	$24.79	$26.03
	O	$26.40	$27.72	$29.14	$30.57	$32.10	$33.72	$35.42	$37.18	$39.04

RANG		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
20	M	$3,130.00	$3,290.00	$3,453.00	$3,628.00	$3,816.00	$4,003.00	$4,203.00	$4,414.00	$4,635.00
	H	$18.06	$18.98	$19.92	$20.93	$22.02	$23.09	$24.25	$25.47	$26.74
	O	$27.09	$28.47	$29.88	$31.40	$33.03	$34.64	$36.38	$38.20	$40.11
21	M	$3,203.00	$3,367.00	$3,533.00	$3,709.00	$3,897.00	$4,087.00	$4,292.00	$4,507.00	$4,732.00
	H	$18.48	$19.43	$20.38	$21.40	$22.48	$23.58	$24.76	$26.00	$27.30
	O	$27.72	$29.14	$30.57	$32.10	$33.72	$35.37	$37.14	$39.00	$40.95
22	M	$3,290.00	$3,453.00	$3,628.00	$3,816.00	$4,003.00	$4,201.00	$4,411.00	$4,630.00	$4,862.00
	H	$18.98	$19.92	$20.93	$22.02	$23.09	$24.24	$25.45	$26.71	$28.05
	O	$28.47	$29.88	$31.40	$33.03	$34.64	$36.36	$38.17	$40.06	$42.08
23	M	$3,367.00	$3,533.00	$3,709.00	$3,897.00	$4,087.00	$4,293.00	$4,507.00	$4,733.00	$4,970.00
	H	$19.43	$20.38	$21.40	$22.48	$23.58	$24.77	$26.00	$27.31	$28.67
	O	$29.14	$30.57	$32.10	$33.72	$35.37	$37.16	$39.00	$40.96	$43.00
24	M	$3,453.00	$3,628.00	$3,816.00	$4,003.00	$4,201.00	$4,413.00	$4,632.00	$4,865.00	$5,108.00
	H	$19.92	$20.93	$22.02	$23.09	$24.24	$25.46	$26.72	$28.07	$29.47
	O	$29.88	$31.40	$33.03	$34.64	$36.36	$38.19	$40.08	$42.10	$44.20
25	M	$3,533.00	$3,709.00	$3,897.00	$4,087.00	$4,293.00	$4,509.00	$4,735.00	$4,971.00	$5,220.00
	H	$20.38	$21.40	$22.48	$23.58	$24.77	$26.01	$27.32	$28.68	$30.12
	O	$30.57	$32.10	$33.72	$35.37	$37.16	$39.02	$40.98	$43.02	$45.18
26	M	$3,628.00	$3,816.00	$4,003.00	$4,201.00	$4,413.00	$4,640.00	$4,872.00	$5,115.00	$5,371.00
	H	$20.93	$22.02	$23.09	$24.24	$25.46	$26.77	$28.11	$29.51	$30.99
	O	$31.40	$33.03	$34.64	$36.36	$38.19	$40.16	$42.16	$44.26	$46.48
27	M	$3,709.00	$3,897.00	$4,087.00	$4,293.00	$4,509.00	$4,729.00	$4,964.00	$5,213.00	$5,474.00
	H	$21.40	$22.48	$23.58	$24.77	$26.01	$27.28	$28.64	$30.08	$31.58
	O	$32.10	$33.72	$35.37	$37.16	$39.02	$40.92	$42.96	$45.12	$47.37
28	M	$3,816.00	$4,003.00	$4,201.00	$4,413.00	$4,640.00	$4,868.00	$5,111.00	$5,366.00	$5,634.00
	H	$22.02	$23.09	$24.24	$25.46	$26.77	$28.09	$29.49	$30.96	$32.50
	O	$33.03	$34.64	$36.36	$38.19	$40.16	$42.14	$44.24	$46.44	$48.75
29	M	$3,897.00	$4,087.00	$4,293.00	$4,509.00	$4,729.00	$4,970.00	$5,220.00	$5,481.00	$5,755.00
	H	$22.48	$23.58	$24.77	$26.01	$27.28	$28.67	$30.12	$31.62	$33.20
	O	$33.72	$35.37	$37.16	$39.02	$40.92	$43.00	$45.18	$47.43	$49.80

RANG		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
30	M	$4,003.00	$4,201.00	$4,413.00	$4,640.00	$4,868.00	$5,103.00	$5,359.00	$5,627.00	$5,908.00
	H	$23.09	$24.24	$25.46	$26.77	$28.09	$29.44	$30.92	$32.46	$34.09
	O	$34.64	$36.36	$38.19	$40.16	$42.14	$44.16	$46.38	$48.69	$51.14
31	M	$4,087.00	$4,293.00	$4,509.00	$4,729.00	$4,970.00	$5,218.00	$5,479.00	$5,752.00	$6,040.00
	H	$23.58	$24.77	$26.01	$27.28	$28.67	$30.10	$31.61	$33.19	$34.85
	O	$35.37	$37.16	$39.02	$40.92	$43.00	$45.15	$47.42	$49.78	$52.28
32	M	$4,201.00	$4,413.00	$4,640.00	$4,868.00	$5,103.00	$5,363.00	$5,631.00	$5,914.00	$6,210.00
	H	$24.24	$25.46	$26.77	$28.09	$29.44	$30.94	$32.49	$34.12	$35.83
	O	$36.36	$38.19	$40.16	$42.14	$44.16	$46.41	$48.74	$51.18	$53.74
33	M	$4,293.00	$4,509.00	$4,729.00	$4,970.00	$5,218.00	$5,474.00	$5,748.00	$6,036.00	$6,338.00
	H	$24.77	$26.01	$27.28	$28.67	$30.10	$31.58	$33.16	$34.82	$36.57
	O	$37.16	$39.02	$40.92	$43.00	$45.15	$47.37	$49.74	$52.23	$54.86
34	M	$4,413.00	$4,640.00	$4,868.00	$5,103.00	$5,363.00	$5,634.00	$5,917.00	$6,212.00	$6,523.00
	H	$25.46	$26.77	$28.09	$29.44	$30.94	$32.50	$34.14	$35.84	$37.63
	O	$38.19	$40.16	$42.14	$44.16	$46.41	$48.75	$51.21	$53.76	$56.45
35	M	$4,509.00	$4,729.00	$4,970.00	$5,218.00	$5,474.00	$5,753.00	$6,041.00	$6,342.00	$6,659.00
	H	$26.01	$27.28	$28.67	$30.10	$31.58	$33.19	$34.85	$36.59	$38.42
	O	$39.02	$40.92	$43.00	$45.15	$47.37	$49.78	$52.28	$54.89	$57.63
36	M	$4,640.00	$4,868.00	$5,103.00	$5,363.00	$5,634.00	$5,914.00	$6,208.00	$6,519.00	$6,845.00
	H	$26.77	$28.09	$29.44	$30.94	$32.50	$34.12	$35.82	$37.61	$39.49
	O	$40.16	$42.14	$44.16	$46.41	$48.75	$51.18	$53.73	$56.42	$59.24
37	M	$4,729.00	$4,970.00	$5,218.00	$5,474.00	$5,753.00	$6,043.00	$6,345.00	$6,663.00	$6,996.00
	H	$27.28	$28.67	$30.10	$31.58	$33.19	$34.86	$36.61	$38.44	$40.36
	O	$40.92	$43.00	$45.15	$47.37	$49.78	$52.29	$54.92	$57.66	$60.54
38	M	$4,868.00	$5,103.00	$5,363.00	$5,634.00	$5,914.00	$6,208.00	$6,520.00	$6,846.00	$7,188.00
	H	$28.09	$29.44	$30.94	$32.50	$34.12	$35.82	$37.62	$39.50	$41.47
	O	$42.14	$44.16	$46.41	$48.75	$51.18	$53.73	$56.43	$59.25	$62.20
39	M	$4,970.00	$5,218.00	$5,474.00	$5,753.00	$6,043.00	$6,342.00	$6,660.00	$6,993.00	$7,343.00
	H	$28.67	$30.10	$31.58	$33.19	$34.86	$36.59	$38.42	$40.35	$42.36
	O	$43.00	$45.15	$47.37	$49.78	$52.29	$54.89	$57.63	$60.53	$63.54

RANG		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
40	M	$5,103.00	$5,363.00	$5,634.00	$5,914.00	$6,208.00	$6,515.00	$6,840.00	$7,181.00	$7,540.00
	H	$29.44	$30.94	$32.50	$34.12	$35.82	$37.59	$39.46	$41.43	$43.50
	O	$44.16	$46.41	$48.75	$51.18	$53.73	$56.39	$59.19	$62.14	$65.25
41	M	$5,218.00	$5,474.00	$5,753.00	$6,043.00	$6,342.00	$6,658.00	$6,991.00	$7,341.00	$7,708.00
	H	$30.10	$31.58	$33.19	$34.86	$36.59	$38.41	$40.33	$42.35	$44.47
	O	$45.15	$47.37	$49.78	$52.29	$54.89	$57.61	$60.50	$63.53	$66.70
42	M	$5,363.00	$5,634.00	$5,914.00	$6,208.00	$6,515.00	$6,845.00	$7,187.00	$7,545.00	$7,922.00
	H	$30.94	$32.50	$34.12	$35.82	$37.59	$39.49	$41.46	$43.53	$45.70
	O	$46.41	$48.75	$51.18	$53.73	$56.39	$59.24	$62.19	$65.30	$68.55
43	M	$5,474.00	$5,753.00	$6,043.00	$6,342.00	$6,658.00	$6,990.00	$7,339.00	$7,706.00	$8,091.00
	H	$31.58	$33.19	$34.86	$36.59	$38.41	$40.33	$42.34	$44.46	$46.68
	O	$47.37	$49.78	$52.29	$54.89	$57.61	$60.50	$63.51	$66.69	$70.02
44	M	$5,634.00	$5,914.00	$6,208.00	$6,515.00	$6,845.00	$7,188.00	$7,546.00	$7,924.00	$8,320.00
	H	$32.50	$34.12	$35.82	$37.59	$39.49	$41.47	$43.54	$45.72	$48.00
	O	$48.75	$51.18	$53.73	$56.39	$59.24	$62.20	$65.31	$68.58	$72.00
45	M	$5,753.00	$6,043.00	$6,342.00	$6,658.00	$6,990.00	$7,337.00	$7,704.00	$8,090.00	$8,495.00
	H	$33.19	$34.86	$36.59	$38.41	$40.33	$42.33	$44.45	$46.67	$49.01
	O	$49.78	$52.29	$54.89	$57.61	$60.50	$63.50	$66.68	$70.00	$73.52
46	M	$5,914.00	$6,208.00	$6,515.00	$6,845.00	$7,188.00	$7,541.00	$7,918.00	$8,315.00	$8,731.00
	H	$34.12	$35.82	$37.59	$39.49	$41.47	$43.51	$45.68	$47.97	$50.37
	O	$51.18	$53.73	$56.39	$59.24	$62.20	$65.26	$68.52	$71.96	$75.55
47	M	$6,043.00	$6,342.00	$6,658.00	$6,990.00	$7,337.00	$7,705.00	$8,091.00	$8,496.00	$8,921.00
	H	$34.86	$36.59	$38.41	$40.33	$42.33	$44.45	$46.68	$49.02	$51.47
	O	$52.29	$54.89	$57.61	$60.50	$63.50	$66.68	$70.02	$73.53	$77.20
48	M	$6,208.00	$6,515.00	$6,845.00	$7,188.00	$7,541.00	$7,920.00	$8,317.00	$8,733.00	$9,170.00
	H	$35.82	$37.59	$39.49	$41.47	$43.51	$45.69	$47.98	$50.38	$52.90
	O	$53.73	$56.39	$59.24	$62.20	$65.26	$68.54	$71.97	$75.57	$79.35
49	M	$6,342.00	$6,658.00	$6,990.00	$7,337.00	$7,705.00	$8,091.00	$8,496.00	$8,920.00	$9,366.00
	H	$36.59	$38.41	$40.33	$42.33	$44.45	$46.68	$49.02	$51.46	$54.04
	O	$54.89	$57.61	$60.50	$63.50	$66.68	$70.02	$73.53	$77.19	$81.06

RANG		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
50	M	$6,515.00	$6,845.00	$7,188.00	$7,541.00	$7,920.00	$8,319.00	$8,734.00	$9,171.00	$9,630.00
	H	$37.59	$39.49	$41.47	$43.51	$45.69	$48.00	$50.39	$52.91	$55.56
	O	$56.39	$59.24	$62.20	$65.26	$68.54	$72.00	$75.59	$79.36	$83.34

CLASSIFIED SALARY SCHEDULE

PAY RATE FOR NON-CLASSIFIED AND HOURLY CLASSIFICATIONS
(Effective 1/1/22)

CLASSIFIED	**2022**
Babysitter	$15.00
Facilities Use Worker	$15.40
Reader	$15.50
Translator	$15.00
Stage Crew (non-student)	$16.00
Stage Manager	$19.25

NON-CLASSIFIED

Playground (Part-time)

Recreation Leader I	$15.00
Recreation Leader II	$15.00

Student (Part-time)

Student Assistant I	$15.00
High School Stage Crew I	$15.00
High School Stage Crew II	$15.00
High School Stage Crew III	$15.25
JTPA – Limited Partnership	$15.00*

Student – Mentor (JTPA)

Adult – Enrolled in College	$15.00

Internship

BBS Associate RS Counselor	$25.00

(Board of Behavioral Sciences Associate Related Services Counselor)

*Based on the 8%/30% JTPA Grant for students participating in the Limited Partnership Program
The Job Training Partnership Act (**JTPA**) focuses on the use of federal funding to implement, manage and coordinate a variety of employment-related services that helped disadvantaged individuals.

Rev. 1/1/22

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

ACTION REPORT NO. 9

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Approval of Services Agreement with Hey Tutor, Inc.**

The Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and Hey Tutor, Inc. for providing Special Educator, Tutor, and Proctor Candidates with a total not to exceed $800,000.

In order to provide sufficient instructional support and afternoon coverage for the Child Development and Child Care (CDCC) Program, it has been determined that GUSD will renew their contract with Hey Tutor, Inc. As GUSD continues to struggle with the statewide shortage of school employees, this will allow Hey Tutor to continue to provide the support that has been needed during the first half of the 2021-2022 school year.

Hey Tutor, Inc. will provide educator services and potential Tutors and Proctors to provide services during in-person instruction. The District shall pay the contractor $55.00 for each hour of Educator Services by each Educator Candidate and $45.00 for each hour of Tutor and Proctor Service, with a total not to exceed $800,000.

The agreement is in effect January 3, 2022 through June 30, 2022.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: *Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.*

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

SERVICES AGREEMENT

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

The Parties do hereby contract and agree as follows:

1. **Term**

   Contractor shall commence providing services under this Agreement on or about January 3, 2022 and will diligently perform as required and complete performance by June 30, 2022.

2. **Scope of Services**

   Hey Tutor will render the services as set forth on Attachment A for sourcing special-education educators, tutors, and proctors.

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

3. **Compensation**

   District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a set for in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: Not to exceed $800,000.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

(i) **Employee Eligibility Verification**: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

(ii) **Fingerprinting and Criminal Background Check**: Contractor shall complete the background check requirements of California Education Code section 45125.1 for all of its employees who will be working on the District's school sites with students. The Contractor shall not staff the program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). The Contractor shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the program.

(iii) **Tuberculosis Clearance**: Contractor will ensure that all of its employees who will be working on the District's school sites with students are determined to be free of active tuberculosis by a medical professional. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites are determined to be free of active tuberculosis.

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

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

9. **Conduct on District Premises**

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

10. **Anti-Discrimination**

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

11. **Indemnification**

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

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

12. **Limitation of District Liability**

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

13. **Confidentiality**

The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, it 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.

14. **Insurance**

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

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

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

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

(i) A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."

(ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.

(iii) An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

(iv) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. **Termination**

(i) **Without Cause by District**: District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

(ii) **Without Cause by Contractor**: Contractor may, upon sixty (60) days notice, with or without reason, **terminate** this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

(iii) **With Cause by District**: District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

a) Material violation of this Agreement by the Contractor;

b) Any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

16. **Certificates/Permits/Licenses**

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

17. **Delivery**

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

///

18. **Notice**

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

District:	**Contractor**:
Glendale Unified School District	Hey Tutor, Inc.
223 N. Jackson Street	8939 S. Sepulveda Blvd. #102
Glendale, California 91206	Los Angeles, CA 90045
ATTN: Stephen Dickinson	ATTN: Patrick McClure

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

19. **Assignment**

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

20. **No Rights in Third Parties**

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

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

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

22. **Submittal of Documents**

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

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

23. **Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. **California Law**

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

25. **Waiver**

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

26. **Severability**

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

27. **Provisions Required By Law Deemed Inserted**

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

28. **Authority to Bind Parties**

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

29. **Attorneys' Fees and Costs**

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

30. **Headings**

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

31. **Signature Authority**

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

32. **Counterparts**

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

SIGNATURE PAGE

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

Company Name: Hey Tutor, Inc.

By: DocuSigned by: RYAN NEMAN B26311A6F147476... — Signature

Founder — Title

Ryan Neman — Print Name

Dated: 12/22/2021, 20__

By: DocuSigned by: Skyler Lucci 007867D4817D47F... — Signature

Chief Executive Officer — Title

Skyler Lucci — Print Name

Dated: 12/22/2021, 20__

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

Information regarding Contractor:

License No.: _____

Address: 8939 S. Sepulveda Blvd. #102
Los Angeles, CA 90045

Type of Business Entity:

____Individual
____Sole Proprietorship
____Partnership
____Limited Partnership
X___Corporation, State: California
____Limited Liability Company

Other: _____

Employer Identification Number: 46-5199755

Telephone: 855-781-9042

Email: info@heytutor.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.

Glendale Unified School District

By: _____
Signature

Dr. Darneika Watson
Print Name

Chief Human Resources & Operations Officer
Title

Dated: 1/6, 2022

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

EDUCATOR SERVICES:

1. Selection of Educator Candidates. Contractor will connect District with multiple potential special-education educators (each, a "Educator Candidate") who may ultimately provide special educator education services for and on behalf of the District for five and one half (5.5) hours per day during a five (5) day school week starting no earlier than January 3, 2022. District acknowledges and agrees that District has the sole, exclusive, and absolute discretion on whether to engage any Educator Candidate for special educator education services for and on behalf of District. District shall comply with all laws with respect to the Educator Candidates. Contractor shall prescreen Educator Candidates based on the lawful qualifications furnished in writing by District to Contractor, including having at least a bachelor's degree from an accredited educational institution, and shall forward to District the resumes or curriculum vitae of the Educator Candidates that Contractor believes satisfy the lawful qualifications furnished by District to Contractor. If District requires any replacements of Educator Candidates that become affiliated with the District, or any additional Educator Candidates, Contractor will use commercially reasonable efforts to assign Educator Candidates for District.

PROCTOR SERVICES:

2. Selection of Tutor and Proctor Candidates, to include ELCAP examiners. Contractor will connect District with multiple potential tutors and proctors (each, a Tutor/Proctor Candidate) who may ultimately provide (i) tutor services for and on behalf of the District for three (3) hours per day during a five (5) day school week starting no earlier than January 3, 2022; and (ii) proctor services for and on behalf of the District. District acknowledges and agrees that District has the sole, exclusive, and absolute discretion on whether to engage any Tutor/Proctor Candidate for services for and on behalf of District. District shall comply with all laws with respect to the Tutor/Proctor Candidates. Contractor shall prescreen Tutor/Proctor Candidates based on the lawful qualifications furnished in writing by District to Contractor, including having at least a bachelor's degree from an accredited educational institution, and shall forward to District the resumes or curriculum vitae of the Tutor/Proctor Candidates that Contractor believes satisfy the lawful qualifications furnished by District to Contractor. If District requires any replacements of Tutor/Proctor Candidates that become affiliated with the District, or any additional Tutor/Proctor Candidates, Contractor will use commercially reasonable efforts to assign Tutor/Proctor Candidates for District.

SERVICES:

3. Background Checks. For each Educator Candidate and Tutor/Proctor Candidate, Contractor shall, subject to any federal, state, or local laws, rules or regulations which may limit any HeyTutor action otherwise required by this Section 3, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to confirm that no such Educator Candidate and Tutor/Proctor Candidate has been convicted, within ten years, of any felony prior to beginning any affiliation with District under this Agreement, or has been convicted of any misdemeanor involving violence, sexual misconduct, theft, or computer crimes, fraud or financial crimes, drug distribution, or crimes involving unlawful possession or use of a dangerous weapon prior to becoming affiliated with Candidate. District shall not permit any Educator Candidate and Tutor/Proctor Candidate having such a conviction to enter into any relationship with District, subject to any federal, state, or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole, exclusive and absolute discretion of District, said conviction has no reasonable relationship to the Educator Candidate's or Tutor/Proctor Candidate's fitness or trustworthiness to affiliate with the District.

4. Point of Contact. Each party will designate one or more individuals within their respective organizations as their representative(s) responsible for directing performance of the parties' obligations under this Agreement. Such points of contact shall be the initial points of contact with respect to any matters with respect to the day-to-day provision of such services and this Agreement, including attempting to resolve any issues that may arise during the performance of such Services.

ADDENDUM B

"Cost Proposal"

FEES

For the Services, District shall pay Contractor (i) Fifty-Five Dollars ($55.00) for each and every hour of Educator Services by each Educator Candidate, and (ii) Forty-Five Dollars ($45.00) for each and every hour of Tutor and Proctor Service by each Tutor/Proctor Candidate. District shall maintain accurate and complete records of the hours worked for Educator Services and Proctor Services.

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 12/22/2021

Name of Contractor: Hey Tutor, Inc.

Signature: DocuSigned by: RYAN NEMAN B26311A6F147476...

Print Name and Title: Ryan Neman, Founder

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.

☐ The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]

☐ The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)] **Check all methods to be used:**

☐ 1) Installation of a physical barrier at the worksite to limit contact with students

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

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

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

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

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

Date: 12/22/2021

Name of Contractor or Company: Hey Tutor, Inc.

Representative's Name and Title: Ryan Neman, Founder

Signature: DocuSigned by: RYAN NEMAN B26311A6F147476...

EXHIBIT "C"

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:

I am the Founder of Hey Tutor, Inc., 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 12/22/2021 [date], at Los Angeles [city], California [state].

DocuSigned by:
RYAN NEMAN
B26311A6F147476...
Signature

Ryan Neman
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 Hey Tutor, Inc. ("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: 12/22/2021

Name of Contractor: Hey Tutor, Inc.

Signature: DocuSigned by: RYAN NEMAN B26311A6F147478...

Print Name and Title: Ryan Neman, Founder

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT

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

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

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

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

Name of Contractor: Hey Tutor, Inc.

Signature: DocuSigned by: RYAN NEMAN B26311A6F147476...

Print Name and Title: Ryan Neman, Founder

Date: 12/22/2021

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

ACTION REPORT NO. 10

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: **Approval of Services Agreement with EdFiles, Inc.**

The Superintendent recommends that the Board of Education approve the Services Agreement between the Glendale Unified School District and EdFiles, Inc. for scanning of personnel files with a total not to exceed $135,078.

In order to complete the process of electronic file retention of all personnel files, GUSD is contracting with EdFiles, Inc. to scan personnel files of former employees which are currently in storage at the District warehouse. The District has utilized the services of EdFiles since 2015 and all current employees' personnel files are electronically housed in their system. EdFiles' services include pick-up, file prep, indexing, scanning, and compliant destruction with a Scanned File Audit Report.

The District shall pay the contractor $114 per standard banker box and $204 per vertical file cabinet drawer filled with files. The total is not to exceed $135,078.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

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

SERVICES AGREEMENT

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

The Parties do hereby contract and agree as follows:

1. **Term**

   Contractor shall commence providing services under this Agreement on or about January 18, 2021 and will diligently perform as required and complete performance by June 30, 2022.

2. **Scope of Services**

   EdFiles will render the services as set forth on Attachment A for the scanning and destruction of personnel files.

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

3. **Compensation**

   District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a set for in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: Not to exceed $135,078.

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

4. **Expenses**

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

5. **Materials**

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

6. **Independent Contractor**

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

(i) **Employee Eligibility Verification**: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

(ii) **Fingerprinting and Criminal Background Check**: Contractor shall complete the background check requirements of California Education Code section 45125.1 for all of its employees who will be working on the District's school sites with students. The Contractor shall not staff the program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). The Contractor shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the program.

(iii) **Tuberculosis Clearance**: Contractor will ensure that all of its employees who will be working on the District's school sites with students are determined to be free of active tuberculosis by a medical professional. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites are determined to be free of active tuberculosis.

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

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

9. **Conduct on District Premises**

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

10. **Anti-Discrimination**

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

11. **Indemnification**

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

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

12. **Limitation of District Liability**

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

13. **Confidentiality**

The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, it 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.

14. **Insurance**

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

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

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

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

(i) A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."

(ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.

(iii) An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

(iv) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. **Termination**

(i) **Without Cause by District**: District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

(ii) **Without Cause by Contractor**: Contractor may, upon sixty (60) days notice, with or without reason, **terminate** this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

(iii) **With Cause by District**: District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

a) Material violation of this Agreement by the Contractor;

b) Any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

16. **Certificates/Permits/Licenses**

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

17. **Delivery**

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

///

18. **Notice**

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

District:	**Contractor:**
Glendale Unified School District	EdFiles, Inc.
223 N. Jackson Street	223 Imperial Hwy, Suite 115
Glendale, California 91206	Fullerton, CA 92835
ATTN: Stephen Dickinson	ATTN: Aftab "AJ" Jiwani

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

19. **Assignment**

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

20. **No Rights in Third Parties**

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

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

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

22. **Submittal of Documents**

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

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

23. **Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. **California Law**

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

25. **Waiver**

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

26. **Severability**

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

27. **Provisions Required By Law Deemed Inserted**

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

28. **Authority to Bind Parties**

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

29. **Attorneys' Fees and Costs**

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

30. **Headings**

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

31. **Signature Authority**

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

32. **Counterparts**

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

SIGNATURE PAGE

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

Company Name: EdFiles, Inc.

By: _____ Director of Business Development
Signature Title

Aftab "AJ" Jiwani Dated: January 5, 2022
Print Name

By: _____ _____
Signature Title

_____ Dated: _____, 20__
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; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

Information regarding Contractor:

License No.: _____

Employer Identification Number: 81-4830679

Address: 223 Imperial Hwy, Suite 115
Fullerton, CA 92835

Telephone: 855-333-4537

Email: info@edrecords.org

Type of Business Entity:

____Individual
____Sole Proprietorship
____Partnership
____Limited Partnership
X___Corporation, State: California
____Limited Liability Company

Other: _____

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

Glendale Unified School District

By: _____
Signature

Dr. Darneika Watson
Print Name

Chief Human Resources & Operations Officer
Title

Dated: _____, 20__

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

See Attachment A - Proposal from EdFiles for detailed information.

1. Files will be prepared for scanning by the removal of documents from boxes, file folders, pockets, fasteners, paper clips, staples and all other bindings. notes attached to documents will be relocated to an area on the document where it doesn't cover-up any other information

2. Files will be scanned at a resolution of 300 dpi for 100% legibility Guarantee!

3. Scanned files will be indexed per file (i.e. Employee First and Last Name and Employee)

4. Scanned files will be available in 2 locations
   a. In our secure cloud dive
   b. External Backup Hard Drive

5. After scanning, the in-active documents will be securely shredded in compliance with all relevant Ed code, unless otherwise instructed.

Prices includes, File Prep, Scanning, Indexing ,and Compliant Destruction with a Scanned File Audit Report.

ADDENDUM B

"Cost Proposal"

FEES
$114 per Standard Banker Box and $204 per Vertical File Cabinet Drawer.

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: January 5, 2022

Name of Contractor: EdFiles, Inc.

Signature: _____

Print Name and Title: Aftab "AJ" Jiwani, Director of Business Development

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.

☐ The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]

☐ The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)] **Check all methods to be used:**

☐ 1) Installation of a physical barrier at the worksite to limit contact with students

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

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

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

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

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

Date: January 5, 2022

Name of Contractor or Company: EdFiles, Inc.

Representative's Name and Title: Aftab "AJ" Jiwani, Director of Business Development

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 Director of Business Development of EdFiles, Inc., 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 January 5, 2022 [date], at Fullerton [city], California [state].

Signature

Aftab "AJ" Jiwani

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 EdFiles, Inc. ("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: January 5, 2022

Name of Contractor: EdFiles, Inc.

Signature:

Print Name and Title: Aftab "AJ" Jiwani, Director of Business Development

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM
TO
GLENDALE UNIFIED SERVICES AGREEMENT

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

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

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

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

Name of Contractor: EdFiles, Inc.

Signature:

Print Name and Title: Aftab "AJ" Jiwani, Director of Business Development

Date: January 5, 2022

ATTACHMENT A

Proposal Date: December 9, 2021

Prepared for:
Glendale Unified School District (Active and Inactive Records)
Attn: Margie Fester; Executive Secretary
223 N. Jackson St.
Glendale, CA 91206

Prepared by: Lily Avila
Business Development
Direct: (714) 770-0140
Email: info@edrecords.org

Our belief...The reason for our existence:
To Store, Organize and Manage Information...Not Paper!

We firmly believe that, all the valuable and necessary information, which currently resides in paper form, i.e., file storage boxes, file cabinets and records storage facilities, needs to be:

- Conveniently and **securely** accessible electronically from anywhere.
- The Information needs to be easily searchable.
- Needs to be formatted for Analysis, Reporting and Integration.
- Needs to be retrievable without ANY retrieval costs & hassles.
- It must be preserved and backed up.
  (If it requires retention, it needs to be backed up)
- And Most of all...It must be available to all size budgets.

EdFiles
www.EdFiles.com

Proposed Project: Digitizing and Active Files) (Scanning & District's In-Active Permanent Paper

___727___ Std. Banker Boxes (See Image on page 4)

_____ Large Banker Boxes (See Image on page 4)

_____ Lateral File Cabinets (See Image on page 4) (active records, TBD)

___255___ Vertical File Cabinets (See Image on page 4) (active records, TBD)

(*See pricing on page 4*). While in-active files will be scanned, all departments will be trained to manage and maintain EdFiles for each student and employee files going forward! (see separate EdFiles proposal)

1. Files will be prepared for scanning by the removal of documents from boxes, file folders, pockets, fasteners, paper clips, staples and all other bindings. Any Post-it notes attached to documents will be relocated to an area on the document where it doesn't cover-up any other information

2. Files will be scanned at a resolution of 300 dpi for 100% legibility Guarantee!

3. Scanned files will be indexed per file folder: (i.e. Employee First and Last Name and Employee)

4. Scanned files will be available in 2 locations
   a. In our secure cloud dive
   b. External Backup Hard Drive

5. After scanning, the in-active documents will be securely shredded in compliance with all relevant Ed code, unless otherwise instructed.

EdFiles Project Roles:

EdFiles has set up an organization structure to ensure the successful completion of our scanning operation. For this project, we would anticipate having the following roles:

Project Manager – This individual is the main liaison between You (Customer) and EdFiles with respect to the implementation of the scanning project. This role includes responsibilities for staff management, work logs, scheduling and general management of the process.

Prep Personnel – Individuals who will be responsible to prepare the documents for scanning.

Scanning Technicians – Individuals who operate the scanners and are in charge of the physical scanning of documents. They also review the images prior to the batch moving to the index stations.

Data Entry Operators – Individuals who will perform data entry to index/name the documents.

Quality Assurance Specialist(s) – the QA specialist will review the batches and works with the prep, scanning and data entry personal to ensure that the images and data meet the high standards established for the project.

Quality Assurance Plan:

- EdFiles has an established quality control plan to ensure that its customers' documents are processed correctly and that image quality and data entry accuracy meets or exceeds its customer's expectations. The following measures will be put into place to ensure maximum image quality, data accuracy and overall project success.

- EdFiles utilizes Fujitsu, Canon and other leading document and data capture application for batch-level scanning and image processing. EdFiles provides image cleanup, including de-speckling, de-skewing and other image enhancements if needed.

- Document Prep personnel are trained to properly prepare documents in accordance with the specific project guidelines. Damaged documents are carefully handled and prepared for scanning.

- Documents are scanned and closely monitored at all times during the scanning process. The scanner hardware has ultrasonic double-feed detection technology to avoid undetected double-feeds. Problem images are rescanned.

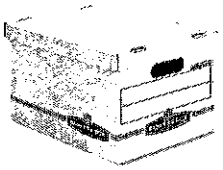
- Detailed work logs are kept.

Security Plan Compliance:

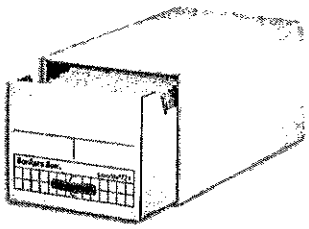
- EdFiles has been involved in many document scanning projects involving sensitive information. We take security very seriously and employ all reasonable measures to ensure that our customer's documents and information are kept secure at all times.

- All employees go through a background prescreening before hiring and must agree in writing to a non-disclosure and confidentiality clause as a condition of employment.

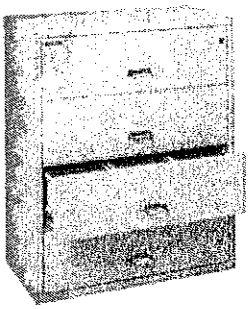
Scanning Project Pricing and Plan:
Project Duration: The actual duration is TBD. During the scanning period, all files are accessible on request within 60 minutes and are available in EdFiles& cloud drive.



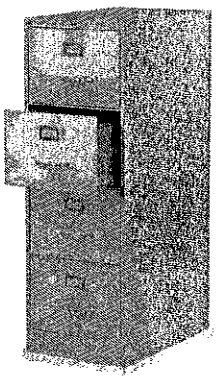
$119 per standard Letter Legal 15x12x10



$199
(Large Legal) box 24x15x10

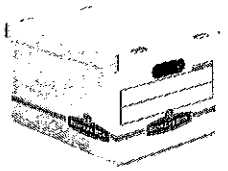
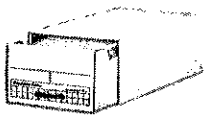
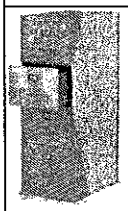
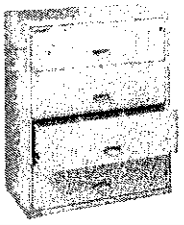


$299 Lateral File Cabinet Drawers



$ 249 Vertical File Cabinet Drawers

Our Prices includes, File Prep, Scanning, Indexing and Compliant Destruction with a Scanned File Audit Report.

Types of Files	Estimated No. of Boxes and Drawers	Approximate Cost Estimate
 Standard Banker Boxes	___727___ Boxes (preliminary estimate...actual count will be determined upon pickup and separation of permanent records)	$114x _727_ = $82,878
Large Banker Box 	_____per (Large Legal) box 24x15x10	$194x___=
 Vertical Cabinets (Files)	___255___ File Vertical Cabinets	$204x __255_ = $52,020
 Lateral File Cabinet (Active Files)	_____ Lateral File Cabinets	$294x ___=
Approximate Total		$135,078 (pick-up fee included)

*Pick-Up Fee $180

*Please note that the prices above show a $5 discount per box and per cabinet.

Please note the above is an estimate template of boxes, actual quantity and cost will reflect exact count of boxes and cabinets picked up and scanned. *See separate proposal for the software tool and cloud drive for storing and managing scanned files going forward.*

Premier Partner CASBO Smart business. Smart schools.

PRISM

HIPAA COMPLIANT

Project Payment Terms:

Project Terms: PO Required
Flexible terms based on district policy.
Invoices will be submitted for the number of actual boxes we pick up.

You're a valued customer. We appreciate your partnership!

Regards,

"AJ"
Program Director, Education Sector
EdFiles
(714) 749-7990 Direct

Customer Acceptance:

We have read and approve the EdFiles, proposal to perform the work described.

Glendale Unified School District (Active and Inactive Records)
Attn: Margie Fester; Executive Secretary
223 N. Jackson St.
Glendale, CA 91206

Approved by (print name): _____

Title: _____

Signature: _____

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

ACTION REPORT NO. 11

TO:	Board of Education
FROM:	Dr. Vivian Ekchian, Superintendent
SUBMITTED BY:	Stephen Dickinson, Chief Business and Financial Officer
SUBJECT:	**Resolution No. 15 – Resolution to Place Before the Electorate a Proposal Limiting the Number of Terms a Member of the Board May Serve**

The Superintendent recommends that the Board of Education approve Resolution No. 15 – Resolution to place before the electorate a proposal limiting the number of terms a member of the Board may serve.

The governing board of a school district may adopt or the residents of the school district may propose, by initiative, a proposal to limit or repeal a limit on the number of terms a member of the governing board of the school district may serve on the governing board of the school district (EC Section 35107 (c)).

Any proposal to limit the number of terms a member of the governing board of the school district may serve on the governing board of the school district shall apply prospectively only and shall not become operative unless it is submitted to the electors of the school district at a regularly scheduled election and a majority of the votes cast on the question favor the adoption of the proposal.

The GUSD Board has discussed this at its meetings on December 14, 2021 and January 18, 2022. Attached are the final Resolution and the ballot language, summarized below:

- Place on the ballot of the June 7, 2022 election
- Limit: three terms of four years
- No return or reset after time away from the Board
- Term limits follow the board member; does not reset if the board member moves to another trustee area
- Applies prospectively with terms beginning on or after July 1, 2022
- A partial term will not count as an elected term

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.*

BOARD OF EDUCATION
GLENDALE UNIFIED SCHOOL DISTRICT
GLENDALE, CALIFORNIA

RESOLUTION No. 15

**RESOLUTION TO PLACE BEFORE THE ELECTORATE
A PROPOSAL LIMITING THE NUMBER OF TERMS
A MEMBER OF THE BOARD MAY SERVE**

WHEREAS, the Glendale Unified School District (hereafter "District") is located in Los Angeles County and has a five-member Governing Board; and

WHEREAS, currently, each member of the Board is elected for a four-year term; and

WHEREAS, currently, there is no term limit applicable to any Board seat; and

WHEREAS, Education Code Section 35107 provides that either a governing board can adopt, or the residents of a school district may propose, by initiative, a proposal to limit the number of terms a member of a governing board may serve; and

WHEREAS, the Governing Board of the District desires to place before the electors residing within the District's boundaries a ballot measure calling for term limits for members of the Governing Board; and

WHEREAS, the action by the Governing Board to submit such a proposal to the electors shall be subject to procedures set out in Election Code Section 9500 and sections that follow; and

WHEREAS, by law, a proposal to limit the number of terms a member of a governing board may serve shall apply prospectively only and shall not become operative unless submitted to the electors of a district at a regularly scheduled election and a majority of votes cast are in favor of such a proposal;

NOW, THEREFORE, BE IT RESOLVED, that with the adoption of this Resolution, the Superintendent is directed to initiate all necessary steps to effectuate the desires of a majority of the Governing Board to place before the electors the proposition of imposing term limits on the members of the Board, as follows:

1. The matter of term limits shall be submitted to the electors of the District at the regularly scheduled election on June 7, 2022; and
2. If this measure is approved, it would impose a three-term limit on elected members of the Governing Board. Each term of office for an elected Board Member is four years; and
3. The measure will apply prospectively to the terms of elected Board Members which begin on or after July 1, 2022. This means a Board Member currently serving on the Board would be eligible to serve three additional terms as an elected Board Member; and
4. The three-term limit would be a lifetime limit. This means a person who has served three terms as an elected Board Member may not seek re-election for an additional term as a Board Member; and
5. Under this measure, a partial term will not count as an elected term. A Board Member will not have served an elected term if the person is elected or appointed to fill a vacancy after a term begins, or if the Board Member resigns or is removed from office before the term is completed; and

6. The limits imposed by this proposition may only be amended or repealed pursuant to the requirements of the Education Code.

BE IT FURTHER RESOLVED, that the Superintendent or designee shall deliver copies of this Resolution to the Los Angeles County Registrar, Recorder and County Clerk, and the Los Angeles County Office of Education.

PASSED AND ADOPTED by the Governing Board on January 18, 2022, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss.

I, Greg Krikorian, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

_____ _____

Clerk of the Governing Board Date

REGULARLY SCHEDULED ELECTION – JUNE 7, 2022

GLENDALE UNIFIED SCHOOL DISTRICT

Shall the Members of the Glendale Unified School District Board of Trustees be limited to three (3) elected terms of office?

FULL TEXT OF MEASURE _____

GLENDALE UNIFIED SCHOOL DISTRICT

TERM LIMIT PROPOSAL

Pursuant to Education Code Section 35107, the Board adopted the following proposal to limit the number of terms a member of the Board may serve ('Proposal') on January 18, 2022. This Proposal, if approved, by a majority of the votes cast by the registered voters residing within the boundaries of the District and voting thereon will prohibit an individual from serving more than three (3) elected terms on the Board as follows:

If this measure is approved, it would impose a three-term limit on elected members of the Governing Board. Each term of office for an elected Board Member is four years.

The measure will apply prospectively to the terms of elected Board Members which begin on or after July 1, 2022. This means a Board Member currently serving on the Board would be eligible to serve three additional terms as an elected Board Member.

The three-term limit would be a lifetime limit. This means a person who has served three terms as an elected Board Member may not seek re-election for an additional term as a Board Member.

Under this measure, a partial term will not count as an elected term. A Board Member will not have served an elected term if the person is elected or appointed to fill a vacancy after a term begins, or if the Board Member resigns or is removed from office before the term is completed.

The limits imposed by this proposition may only be amended or repealed pursuant to the requirements of the Education Code.

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

ACTION REPORT NO. 12

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Approval of Board Policy 3510– Green School Operations and Board Policy 3511.1 – Integrated Waste Management.**

The Superintendent recommends that the Board of Education approve Board Policy 3510 – Green School Operations and Board Policy 3511.1 - Integrated Waste Management, in compliance with the District's application for the CalRecycle grant.

In December 2021 the District applied for a $250,000 CalRecycle grant specifically related to edible food recovery, as well as the prevention and reduction of food waste. The grant requires that the District adopt policies that address a number of issues including, but not limited to:

- Reducing energy consumption
- Using renewable and clean energy technologies and alternatives when available
- Reducing the consumption of disposable materials
- Using environmentally preferable products and services whenever practical
- Using green cleaning products when feasible
- Providing professional development
- Reducing vehicle emissions
- Implementing green school practices in the food service program
- Integrating green school practices and activities into the educational program
- Incorporating the principles of green school operations into the integrated waste management program
- Identify funding opportunities

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

Business and Noninstructional Operations

Green School Operations

The Governing Board believes everyone has a responsibility to be a steward of the environment and desires to integrate environmental accountability into all district programs and operations. The Superintendent or designee shall develop strategies to promote district use of "green" school principles and practices in order to conserve natural resources, reduce the impact of district operations on the environment, and protect the health of students, staff, and the community.

In developing such strategies and assessing the environmental conditions in district facilities and operations, the Superintendent or designee shall involve staff at all levels and with varying job responsibilities, including administrators, certificated staff, and classified staff. As appropriate, the Superintendent or designee may also consult with health professionals; representatives of local governmental agencies, utilities, solid waste and recycling companies, and community organizations; and/or others with expertise.

In selecting and prioritizing strategies, the Superintendent or designee shall give consideration to long-term potential cost savings, initial costs, feasibility of implementation, quality and performance of the product or service, health impacts, environmental considerations, and potential educational value.

District strategies may include, but are not limited to:

1. Reducing energy and water consumption, and using renewable and clean energy technologies and alternatives when available

2. Establishing recycling programs in district facilities

3. Reducing the consumption of disposable materials by reusing materials and by using electronic rather than paper communications when feasible

4. Using environmentally preferable products and services whenever practical, including, but not limited to, products that:

    a. Minimize environmental impacts, toxins, pollutants, odors, and hazards

    b. Contain postconsumer recycled content

    c. Are durable and long-lasting

    d. Conserve energy and water

Green School Operations

e. Reduce waste

5. Using least toxic, independently certified green cleaning products when feasible, as well as high-efficiency cleaning equipment that reduces the need to use chemicals

6. Providing professional development to maintenance staff in the proper use, storage, and disposal of cleaning supplies

7. Using effective, least toxic pest management practices for the control and management of pests.

8. Ensuring that any construction of new facilities complies with green building standards pursuant to 24 CCR 101.1-703.1, and focusing on sustainability and student health in the design and implementation of facilities modernization projects

9. Reducing vehicle emissions by:

a. Encouraging students to walk or bicycle to school or to use district or public transportation

b. Using reduced or zero emission school buses and vehicles and providing accompanying infrastructure such as charging stations

c. Limiting unnecessary idling of school buses in accordance with 13 CCR 2480

d. Limiting unnecessary idling of personal vehicles by encouraging parents/guardians, through signage or other means of communication, to turn off their vehicles when parked on and around school grounds

10. Implementing green school practices in the district's food service programs by:

a. Providing fresh, locally sourced, unprocessed, organic food, including plant-based options, when available

b. Reducing food packaging and using packaging that is recyclable and/or biodegradable

c. Utilizing reusable products

Green School Operations

d. Encouraging zero-waste lunches when food is brought from home

e. Maintaining a system for food waste, such as composting

f. Providing sharing tables where unused cafeteria food items may, in accordance with Health and Safety Code 114079, be returned for student use or donated to a food bank or other nonprofit charitable organization.

11. Integrating green school practices and activities into the educational program by providing instruction to students on the importance of the environment, involving students in the implementation and evaluation of green school activities and projects as appropriate, and utilizing green school activities and projects as learning tools

Legal Reference:

EDUCATION CODE
8700-8707 Environmental education
17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards
17072.35 New construction grants; use for designs and materials for high performance schools
17608-17614 Healthy Schools Act of 2000
32370-32376 Recycling paper
33541 Environmental education
101012 Kindergarten through 12th grade school facilities program
FOOD AND AGRICULTURAL CODE
13180-13188 Healthy Schools Act of 2000
HEALTH AND SAFETY CODE
114079 General food safety requirements; unused or returned food
PUBLIC CONTRACT CODE
12400-12404 Environmentally preferable purchasing
PUBLIC RESOURCES CODE
25410-25422 Energy conservation assistance
40050-40063 Integrated waste management act
42630-42647 Schoolsite source reduction and recycling assistance program
CODE OF REGULATIONS, TITLE 2
1859.70.4 Funding for high performance incentive grants
1859.71.6 Additional grant for high performance incentive, new construction
1859.77.4 Additional grants for high performance incentive, site and modernization
CODE OF REGULATIONS, TITLE 5
14010 Standards for school site selection

Business and Noninstructional Operations

Green School Operations

CODE OF REGULATIONS, TITLE 13
2480 Limitation to school bus idling and idling at schools
CODE OF REGULATIONS, TITLE 24
101.1-703.1 Green building standards

Policy Adopted: _____

Business and Noninstructional Operations

Integrated Waste Management

The Governing Board believes that the conservation of natural resources and the protection of the environment are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop and/or implement a cost-effective, integrated waste management program that incorporates the principles of green school operations.

The district's program shall include strategies designed to help the district reduce solid and hazardous waste generation, improve efficiency in its use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

The Superintendent or designee may collaborate with city, county, and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program including applying for available grants or other cost-reduction incentives.

To the extent that funding permits, the Superintendent or designee shall provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and protecting the environment.

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

Legal Reference:
EDUCATION CODE
8700-8707 Environmental education
17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards
17072.35 New construction grants; use for designs and materials for high performance schools
32370-32376 Recycling paper
33541 Environmental education
PUBLIC RESOURCES CODE
25410-25421 Energy conservation assistance

Business and Noninstructional Operations

Integrated Waste Management

40050-40063 Waste management; integrated waste management
41780 Waste diversion
42620-42622 Source reduction and recycling programs
42630-42647 School site source reduction and recycling
42649-42649.7 Recycling of commercial solid waste
CODE OF REGULATIONS, TITLE 14
17225.12 Commercial solid waste

Policy Adopted: _____

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

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. 11, December 14, 2021
b) Special Meeting No. 12, January 4, 2022

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

BOARD OF EDUCATION MEETING NO. 11
UNADOPTED MINUTES
REGULAR MEETING, December 14, 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 5:00 p.m., on Tuesday, December 14, 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

Ursula Pei-Rizk, a kindergarten student at Mark Keppel Elementary School, led the Pledge of Allegiance.

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

HOLIDAY MUSIC PROGRAM

Crescenta Valley High School Charismatics performed.

RECOGNITIONS

CSBA Golden Bell – Student Voice Panels: On December 2, 2021, the Glendale Unified School District was awarded a Golden Bell Award from the California Schools Board Association for its Student Voice Panel program. The Student Voice Panel provides Board Members and District leaders the opportunity to learn about issues most important to students. Each year, the Board of Education dedicates two

RECOGNITIONS (Continued)

school board meetings to engaging student representatives from all five high schools in a live, public conversation. The District's Student Advisory Council selects panelists and determines topics for each forum. This innovative program promotes leadership, advocacy, and civic engagement while giving students a voice in creating positive change throughout the District.

STUDENT BOARD MEMBER REPORT

Student Board Member Brandon Doronila reported on activities and events around the district. This week is finals week. Last week, he participated at the CSBA Student Board Member Annual Education Conference. It was a lengthy 8-hour conference. The value of the workshop was connecting with other student board members. He mentioned that some districts have more than one student board member, which is something to consider. Our Middle School Leadership Conference is scheduled for February 18. The theme of the conference is "Inside Out." The SAC members voted for online meetings moving forward for this school year. Clark Magnet High had its senior BBQ last week. Crescenta Valley High is planning their winter formal. Hoover High has their winter sports assembly on January 28. Glendale High is preparing for the Mr. Nitro event. Rita Malallah from Glendale High received a full match scholarship to Yale University. He provided an update from our College and Career Division, including the online academy for 9th graders.

PUBLIC COMMUNICATIONS

1. Chris Davis, GTA president, spoke about negotiations. GTA has been encouraged by recent negotiations and collaboration on open house and PD compensation. Members are looking for a fair wage increase. Our last wage settlement took two years. They know that there is a COLA of over 5% on the table. They look forward to moving quickly.

2. Jasen Laca spoke about CSEA negotiations. Besides wage increases, it is important that we retain employees. When we keep our employees longer, we have less problems. He is honored to work for Balboa Elementary.

3. Ciera Chilfon, CSEA labor relations representative for CSEA, spoke about the values our classified employees bring to the organization. Classified employees have been deemed by California as essential workers. GUSD cannot function without them. Our employees deserve a wage increase.

5. Marine Avakyan, CSEA member, said work, post pandemic, is exponentially greater. They continue to expand and shift their work duties, as needed. They are asking that GUSD steps up and recognize their work not only with words of gratitude, but also with a wage increase.

6. John Nelson, CVHS coach, spoke about the bleachers at CVHS. He is requesting that we change our specs from 1700 seats to 3400 seats.

CLOSED SESSION

The Board recessed to Closed Session at 6 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. Personnel matters relating to the discipline, dismissal and release of school-based employees pursuant to Government Code §54957

3. Threat to Public Services or Facilities (Government Code Section §54957)
   Consultation with: Dr. Vivian Ekchian, Superintendent

4. Conference with Legal Counsel-Existing litigation pursuant to Government Code Section §54956.9 (d)(1)
   OAH Case No. 2021080212

CALL TO ORDER/RETURN TO REGULAR MEETING

The meeting reconvened at 7:14 p.m.

REPORTING OUT OF CLOSED SESSION

No action was taken during Closed Session.

PUBLIC HEARING

1. Public Hearing to Review a Report of Developer Fee Revenue and Expenditures Prepared Pursuant to the Requirements of SB 1693 and Government Code Sections 66001 and 66006 (Refer to Action Report No. 5).

   Mr. Sahakian opened the public hearing at 7:15 p.m. and asked if anyone wished to speak on this item. Hearing none, Mr. Sahakian closed the public hearing.

2. Glendale Unified School District Proposal for 2020-2023 Successor Agreement with Glendale Teachers Association (Refer to Action Report No. 16).

   Mr. Sahakian opened the public hearing at 7:16 p.m. and asked if anyone wished to speak on this item. Hearing none, Mr. Sahakian closed the public hearing.

3. Glendale Unified School District Proposal for the 2021-2023 Reopener Agreement with the California School Employees Association (Refer to Action Report No. 17).

   Mr. Sahakian opened the public hearing at 7:17 p.m. and asked if anyone wished to speak on this item. Hearing none, Mr. Sahakian closed the public hearing.

SUPERINTENDENT'S UPDATE

1. Health Education

2. Vaccination Update

INFORMATION

1. District Audit Reports for 2020-21 (Refer to Action Report No. 2)

2. First Interim Financial Report and Certification (Refer to Action Report No. 3)

3. Board Member Term Limits

4. Acknowledgements of Service

5. Reduction of Organic Waste, Food Waste, Food Recovery, CalRecycle Grants and Other Related Information

6. New Gifted and Talented Education (GATE) Screening Tool

7. Proposed Revisions to Board Policy 6142.8 - Comprehensive Health Education

8. Proposed Board Policy Relating to Employee Use of Email

9. Initial GTA Proposal for Successor Agreement Negotiations

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

ACTION REPORTS

1. Call for Nomination – CSBA Delegate Assembly

It was moved by Mrs. Freemon and seconded by Mr. Krikorian to nominate Shant Sahakian for CSBA Delegate Assembly. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

2. District Audit Reports for 2020-21

It was moved by Mr. Krikorian and seconded by Ms. Nahabedian to approve Map 101B, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

3. First Interim Financial Report and Certification – AB 1200

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

ACTION REPORTS (Continued)

4. Resolution No. 11 - Identify the Amount of Budget Reductions Needed in 2022-23 and to Require that a List of Budget Reductions for 2022-23 be Included in the 2021-22 First Interim Report

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

5. Developer Fee Report Prepared Pursuant to SB1693 and Government Code Sections 66001 and 66006

   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. Approval of Change Order No. 1 to Contact with American Modular Systems (AMS) for the Purchase of Modular Buildings for the Glenoaks Elementary School New Building Project

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

7. Approval of Change Order No. 1 to Contact with American Modular Systems (AMS) for the Purchase of Modular Buildings for the Monte Vista Elementary School New Building Project

   It was moved by Mrs. Freemon 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.

8. Approval of Change Order No. 1 to Bid No. 208-20/21 with Monet Construction, Inc. for the Clark Magnet High School New CTE Building Project

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

9. Approval of Independent Consultant Agreement No. 636 with BPI Inspection Services for the Glenoaks Elementary School New Building Project's DSA Inspection Services

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

ACTION REPORTS (Continued)

10. Approval of Independent Consultant Agreement No. 637 with Converse Consultants for the Glenoaks Elementary School New Building Project's Specialty Inspection Services

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

11. Award of Bid for Emergency Repair to the Elevators at the Administration Office, Building A

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

12. Resolution No. 12 Authorizing Submittal of Application(s) For All CalRecycle Grants for Which Glendale Unified School District Is Eligible

    It was moved by Mrs. Freemon and seconded by Dr. Gharpetian to approve Action Report No. 12, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

13. Resolution No. 13 - Approval of Continued Funding Application and Automatic Contract Renewal of California State Preschool Program (CSPP) Contract with the California Department of Education, Early Education Division for the 2022-2023 school year.

    It was moved by Ms. Nahabedian and seconded by Mrs. Freemon to approve Action Report No. 13, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

14. Approval of Services Agreement with Mindful Learning Center for Balboa Elementary School

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

15. Special Education Settlement Agreement--Office of Administrative Hearing Case No. 2021080212.

    It was moved by Mrs. Freemon and seconded by Mr. Krikorian approve Action Report No. 15, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

ACTION REPORTS (Continued)

16. Adoption of District Proposal to Glendale Teachers Association

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

17. Adoption of District Proposal to California School Employees Association

It was moved by Dr. Gharpetian and seconded by Ms. Nahabedian to approve Action Report No. 17, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

18. Variable Term Waiver Request for Bilingual Crosscultural, Language and Academic Development (BCLAD) for the 2021-2022 School Year

It was moved by Mrs. Freemon and seconded by Ms. Nahabedian to approve Action Report No. 18, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

19. Variable Term Waiver Request for Certificate of Completion of Staff Development (CCSD) for the 2021-2022 School Year

It was moved by Ms. Nahabedian and seconded by Dr. Gharpetian to approve Action Report No. 19, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

20. Variable Term Waiver Request for Provisional Internship for the 2021-2022 School Year

It was moved by Mr. Krikorian and seconded by Mrs. Freemon to approve Action Report No. 20, as recommended. Motion approved by the following vote: AYES—Freemon, Gharpetian, Krikorian, Nahabedian, and Sahakian.

CONSENT CALENDAR

1. Minutes
   a. Regular Meeting No. 10, November 16, 2021

2. Certificated Personnel Report No. 9

3. Classified Personnel Report No. 9

4. Warrants totaling $23,681,493.70 for November 1, 2021 through December 8, 2021

5. Purchase Orders totaling $1,796,060.71 for the period of November 8, 2021 through December 3, 2021

ACTION REPORTS (Continued)

6. Appropriation Transfer and Budget Revision Report

7. Cash Transfer of Funds from the Unrestricted General Fund to the Routine and Restricted Maintenance Program

8. 2021-22 Transfer of Cash Balance from the General Fund (01.0) to the Measure S Projects Fund (21.1)

9. Authorization for Utilization and Annual Renewal of the Services of the Super Co-Op, a California USDA Food Cooperative Group for the 2022-2023 School Year

10. Approval of Annual Deferred Maintenance Projects List for 2022

11. Approval of Final Expenditure Reports and Project Closeout of Various Measure S Projects

12. Approval of Notice of Completion for Bid No. 211-20/21 with Chalmers Construction Services, Inc. for the Monte Vista Elementary School Interim Housing Project

13. Approval of Educator Effectiveness Block Grant Expenditure Plan 2022-2026

14. Approval of School Plan for Student Achievement (SPSAs)

15. Approval of Services Agreement Between Glendale Unified School District and Telos Educational Services

16. Approval of Revisions to Board Policies Relating to Community Relations and Business and Noninstructional Operations

17. Acceptance of DonorsChoose Awards

18. Agreement with NOVA Southeastern University

19. Agreement with UMass Global

20. Acceptance of Gifts

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

REPORTS FROM THE BOARD

Mrs. Freemon thanked our staff for the work they have done on the vaccine mandate and for facilitating vaccines for our community. She attended some in-door sporting events. She appreciates the efforts of our student athletics and staff for following safety protocols. She spoke to a Girls Scout Troop over the weekend. It was great to see our future leaders. She congratulated Dr. Ekchian for receiving the CV Chamber Educator of the Year Award. Enjoy the holidays and be safe.

Ms. Nahabedian congratulated Dr. Ekchian for her Educator of the Year Award and Rebecca Johnson for receiving the Volunteer of the Year Award. She wished everyone good luck during finals week. We are very proud for receiving the CSBA Golden Bell Award for our Student Voice Panel program. We have done a very sincere job of giving the opportunity and power to students to create their own questions, their own panels, to give information, and share their experiences. GEF had their Winter Solstice event. She extended her best during the holidays.

Dr. Gharpetian said kids are happy and enjoying in-person instruction and independent study. She reminded our families to join our PTAs. It is $10 for the entire year. It's finals week, which is a stressful time for many students. She asked that students find an adult to talk with to help alleviate their stress. She wished everyone a wonderful holiday season.

Mr. Krikorian thanked staff for facilitating vaccination clinics and COVID testing for our GUSD community. He wished everyone a happy holiday and a Merry Christmas. He spoke about a non-profit organization he started last year called Hye Hopes, which supports students and schools in the Syunik region of Armenia. This Monday, he is having a virtual telethon from 6-9 p.m, so he can continue helping these schools. Visit Hyehopes.org for further information.

Mr. Sahakian thanked our stakeholders for participating in our board meeting today whether from home or in-person. He congratulated Dr. Vivian Ekchian and Rebecca Johnson for the awards they received from the CV Chamber of Commerce. At the CSBA Annual Education Conference, he participated in the Board President workshop. He read a quote from Dr. Lillian Katz, which speaks to the importance of education and why they serve in this role: "*Each of us must come to care about everyone else's children. We must recognize that the well-being of our own children is intimately linked to the well-being of all other people's children. After all, when one of our children needs life-saving surgery, someone else's child will perform it. When one of our children is harmed by violence, someone else's child will have committed it. The good life for our own children can be secured only if it is also secured for all other people's children. But to work for the well-being of all children is not just a practical matter-it is also right!*" He wished everyone a happy holiday and looks forward to seeing everyone in 2022.

REPORT FROM THE SUPERINTENDENT

Dr. Ekchian said tonight officially begins the negotiating process with our labor partners on new contracts. Her hope is that we will negotiate these next agreements with mutual respect and transparency. She is confident that we can quickly come to agreement on fair contracts that demonstrate how much we value our employees while growing important programs for our students and ensuring the fiscal health of the district. She thanked the board members for joining her at the CV Chamber of Commerce recognition banquet. It was a special moment. She shared that on December 7, Mary Rose Grim, a long-time resident of Glendale and retired teacher from Balboa Elementary passed away. She retired in 2001 after 45 years with GUSD. She was known for her love of teaching. She wished everyone a happy holiday.

ADJOURNMENT

There being no further business, President Sahakian adjourned the meeting in memory of Mary Rose Grim at 10:40 p.m.

Shant Sahakian President, Board of Education	Gregory S. Krikorian Clerk, Board of Education

Board of Education Minutes - Regular Meeting, December 14, 2021
Recorded by: Ms. Phyllis F. Ishisaka, Executive Assistant to the Superintendent
Approved by the Board of Education:

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

BOARD OF EDUCATION MEETING NO. 12
UNADOPTED MINUTES
SPECIAL MEETING, January 4, 2022

CALL TO ORDER AND ROLL CALL

The special meeting of the Glendale Unified School District Board of Education was called to order by President Shant Sahakian at 5:07 p.m. on January 4, 2022, in the Board Room of the Administration Center, 223 North 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. (Mrs. Freemon attended via Zoom).

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

PLEDGE OF ALLEGIANCE

Dr. Armina Gharpetian led the Pledge of Allegiance.

CERTIFICATE OF COMPLIANCE

Mr. Sahakian read the following statement: "To accommodate the requirements of Government Code Section 54954.2 and in accordance with the Brown Act revisions, I declare that the agenda for the meeting was posted on the bulletin board in the lobby of the Administration Center and the GUSD website 24 hours prior to this meeting."

APPROVAL OF THE AGENDA ORDER

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

PUBLIC COMMUNICATIONS

1. Jane O'Neill spoke about the Omicron variant. Help keep kids safer by distributing masks, and enforcing mandatory COVID-19 testing. Delay the start date is also an option that should be considered.

2. Kim Balcomb, teacher and parent, spoke about the Omicron variant and concerns about air circulation in her classroom. She would like the Board to consider mandatory COVID-19 testing or delay the start date to keep our students safe.

PUBLIC COMMUNICATIONS (Continued)

3. Ingrid Gunnell, parent, requested mandatory baseline testing for students and staff. Districts who opened yesterday have reported a high number of absences. We are fortunate that we don't start until next Monday, which will allow us time to begin testing. She looks forward to a safe return for all.

4. Christine Rodriquez expressed concerns about COVID. Having students return during the peak of the surge is unsafe. She is advocating for a delay of in-person learning for two weeks or until everyone has an opportunity to test.

CLOSED SESSION

The Board convened to Closed Session at 5:23 p.m.

1. Conference with Labor Negotiators pursuant to Government Code §54954.5
   Agency designated representative: 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 §54957)
   Consultation with: Dr. Vivian Ekchian, Superintendent

RETURN TO OPEN SESSION

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

ADJOURNMENT

There being no further business, Mr. Sahakian adjourned the meeting at 7:10 p.m.

Shant Sahakian President, Board of Education	Gregory S. Krikorian Clerk, Board of Education

Board of Education Minutes – Special Meeting, January 4, 2022
Recorded by: Ms. Phyllis Ishisaka, Executive Assistant to the Superintendent
Approved by the Board of Education:

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

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. 10

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

		Position	Effective Dates And Salary Rate
Maternity Leave of Absence			
1.	Belou, Natasha	Teacher, Regular English Crescenta Valley High School	2/08/22 through 4/19/22
2.	Caban, Crystal	Teacher, Regular ELD Glendale High School	3/21/22 through 5/02/22
3.	Kim, Joann H.	Teacher, Temp Contract Chemistry Crescenta Valley High School	1/10/22 through 3/18/22
Change of Maternity Leave of Absence			
1.	Cho, Jamie	Teacher, Regular English Rosemont Middle School	1/15/22 through 4/07/22
2.	Cho, Jamie	Teacher, Regular English Rosemont Middle School	1/11/22 through 4/10/22

		Position	Effective Dates And Salary Rate
Extension of Maternity Leave of Absence			
1.	Alaverdyan, Nune	Teacher, Regular 1st Grade Columbus Elementary	10/28/21 through 12/14/21
2.	Balabanyan, Nvart	Teacher, Regular 1st Grade Mann Elementary	10/23/21 through 2/05/22
3.	Contreras, Andrea J.	Teacher, Special Education Hoover High School	8/30/21 through 1/09/22
4.	Contreras, Andrea J.	Teacher, Special Education Hoover High School	8/30/21 through 2/06/22
5.	Mitropoulos, Daphane	Teacher, Special Education Glendale High School	9/07/21 through 2/01/22
Change of Parental Leave of Absence			
1.	Contreras, Andrea J.	Teacher, Special Education Hoover High School	1/10/22 through 3/04/22
2.	Contreras, Andrea J.	Teacher, Special Education Hoover High School	2/07/22 through 3/04/22
Health Leave of Absence			
1.	Alaverdyan, Nune	Teacher, Regular 1st Grade Columbus Elementary	12/15/21 through 3/17/22
2.	Garza, Nancy	Teacher, Regular Dual Language Immersion Muir Elementary	12/27/21 through 2/13/22
3.	Savage, Suzanne	Teacher, Regular 5th Grade La Crescenta Elementary	12/06/21 through 1/09/22

		Position	Effective Dates And Salary Rate
Health Leave of Absence (Cont.)			
4.	Shermer, Bonnie	Teacher, Early Education La Crescenta Elementary CDCC	1/10/22 through 2/21/22
5.	Stewart, Allison	Teacher, Regular Photography & Art History Hoover High School	1/21/22 through 3/06/22
6.	Wooldridge, Bobbi	Teacher, Regular 6th Grade Fremont Elementary	12/06/21 through 2/07/22
7.	Yapundjian, Narine L.	Teacher, Regular 6th Grade Balboa Elementary	11/29/21 through 12/19/21
Change of Health Leave of Absence			
1.	Arakelian, Diana	Teacher, Regular Math Glendale High School	9/27/21 through 12/20/21
Extension of Health Leave of Absence			
1.	Aghazaryan, Silva	Teacher, Early Education Marshall Elementary CDCC	8/26/21 through 4/04/22
2.	Hodges, LaWanda	Teacher, Early Education Edison Elementary CDCC	8/26/21 through 3/21/22
3.	Rodriguez, Corina	Teacher, Regular Physical Education Roosevelt Middle School	11/22/21 through 1/09/22
4.	Traber, Allister	Teacher, Regular Kindergarten Marshall Elementary	11/08/21 through 12/06/21

		Position	Effective Dates And Salary Rate
Extension of Health Leave of Absence			
5.	Witler, Esther	Teacher, Regular Spanish Crescenta Valley High School	9/13/21 through 12/26/21
Family & Medical Care Leave of Absence			
1.	Olvera, Evelyn	Teacher, Regular Art Hoover High School	1/31/22 through 3/11/22
Family & Medical Leave of Absence			
1.	Belou, Natasha	Teacher, Regular English Crescenta Valley High School	2/08/22 through 4/19/22
2.	Caban, Crystal	Teacher, Regular ELD Glendale High School	3/21/22 through 5/02/22
3.	Garza, Nancy	Teacher, Regular Dual Language Immersion Muir Elementary	12/27/21 through 2/13/22
4.	Kim, Joann H.	Teacher, Temp Contract Chemistry Crescenta Valley High School	1/10/22 through 3/18/22
5.	Savage, Suzanne	Teacher, Regular 5th Grade La Crescenta Elementary	12/06/21 through 1/09/22
6.	Shermer, Bonnie	Teacher, Early Education La Crescenta Elementary CDCC	1/10/22 through 2/01/22
7.	Stewart, Allison	Teacher, Regular Photography & Art History Hoover High School	1/21/22 through 3/06/22

		Position	Effective Dates And Salary Rate
Family & Medical Leave of Absence (Cont.)			
8.	Wooldridge, Bobbi	Teacher, Regular 6th Grade Fremont Elementary	12/06/21 through 2/07/22
9.	Yapundjian, Narine L.	Teacher, Regular 6th Grade Balboa Elementary	11/29/21 through 12/19/21
Change of Family & Medical Leave of Absence			
1.	Arakelian, Diana	Teacher, Regular Math Glendale High School	9/27/21 through 12/20/21
2.	Cho, Jamie	Teacher, Regular English Rosemont Middle School	1/15/22 through 4/07/22
3.	Cho, Jamie	Teacher, Regular English Rosemont Middle School	1/11/22 through 4/10/22
4.	Cortes, Theresa	Teacher, Regular 1st Grade Dunsmore Elementary	11/08/21 through 11/22/21
Extension of Family & Medical Leave of Absence			
1.	Alaverdyan, Nune	Teacher, Regular 1st Grade Columbus Elementary	10/28/21 through 2/22/22
2.	Balabanyan, Nvart	Teacher, Regular 1st Grade Mann Elementary	10/23/21 through 2/05/22
3.	Rodriguez, Corina	Teacher, Regular Physical Education Roosevelt Middle School	11/22/21 through 1/09/22

		Position	Effective Dates And Salary Rate
Extension of Family & Medical Leave of Absence (Cont.)			
4.	Traber, Allister	Teacher, Regular Kindergarten Marshall Elementary	11/08/21 through 12/06/21
Intermittent Family & Medical Leave of Absence			
1.	Chan, Cynthia	Teacher, Regular Biology Hoover High School	1/13/22 through 6/14/22
Rescission of Family & Medical Leave of Absence			
1.	Curry, Julie	Teacher, Regular English Wilson Middle School	1/10/22 through 3/11/22
Home Responsibility Leave of Absence			
1.	Debel, Maya	Teacher, Regular Math Crescenta Valley High School	1/10/22 through 6/14/22
Additional Assignment			
1.	Mann, Shelby Pieprzyca, Gyzela	TK and K teachers, as needed, to pre-assess incoming kindergarten students for the 21-22 school year. Glenoaks Elementary	6/01/21 through 8/15/21 Hourly rate of pay Not to exceed 30 hours total AB 86 ELO Grant 01.0 74250.0 11303 10000 1110 2900000
Change of Assignment			
1.	Hakobyan, Nare	TO: Teacher Specialist Wilson Middle School/ EAFE FROM: Teacher, Regular Glendale High School	Effective 1/10/22 186 days

		Position	Effective Dates And Salary Rate
Change of Management Position			
1.	Hong, Nancy	TO: Director, FLAG/Magnet Programs FROM: Coordinator III, FLAG	Effective 1/03/22 225 days
2.	Makijan, Narineh	TO: Director, Career Tech & Ed FROM: Coordinator III, Career Tech & Ed	Effective 1/03/22 225 days
Election to Management Position			
1.	#39855	TO: Assistant Principal, Elementary Keppel Elementary	Effective 1/19/22 205 days
2.	#51639	TO: Program Supervisor CDCC	Effective 1/19/22 225 days
Election			
1.	Cho, Nahyun	Teacher, Temp Contract Monte Vista Elementary	1/10/22 through 6/14/22
2.	Kazanchyan, Angela	Counselor, Temp Contract Wilson Middle School	1/10/22 through 6/14/22
3.	Lignan, Dionne	Teacher, Temp Contract Clark Magnet High School	1/10/22 through 6/14/22
4.	Nishinaka, Scott	Teacher, Temp Contract Rosemont Middle School	1/10/22 through 6/14/22
5.	Shahinyan, Anna	Teacher, Temp Contract Intervention – ELO Balboa Elementary	1/10/22 through 5/02/22

		Position	Effective Dates And Salary Rate
Election (Cont.)			
6.	Smith, Reegan	Teacher, Temp Contract Intervention Marshall Elementary	1/10/22 through 6/14/22
7.	Stepanian, Sevana	Teacher, Temp Contract Glendale High School	1/10/22 through 6/14/22
8.	Vartan, Roubina	Teacher, Temp Contract Clark Magnet High School	1/10/22 through 6/14/22 60%
Election Hourly/Daily			
1.		Extra-Curricular Assignments	Fall Semester 2021-2022
		HOOVER HIGH SCHOOL	
	Bacon, Anita Bacon, Bridget	Cheer (JV/Asst.) Cheer (Head)	
2.	Arakelyan, Mariam Chwierut, Crystal Cox, Davis Danial, Mariam Ham, Edward Heckmann, Lindsey Melikyan, Arpi Pena, Roberta Reyna, Kaylin Nicole Seco, Joshua Antonio	Substitute teachers, as needed.	1/10/22 through 7/15/22 01.0 00000.0 19004 10000 1160 0004615
3.	All GUSD Teachers and Teacher Specialists	Teachers and teacher specialists, as needed, to attend after school professional development training. Teaching & Learning.	1/01/22 through 6/30/22 Hourly rate of pay Not to exceed 150 hours each 01.0 07405.0 11100 10000 1130 0000618

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
4.	Davarhanian, Patrick Davis, Jennifer Evans-Bye, Dominique Gruss, Gerald Isayan, Sevada Khachatryan, Narine Khodagulyan, Armond Marcucci, Victoria Mardirosian, Violet Minassian, Zovig Ohanian, Erebuni Scott-Sawyer, Shari Sharhverdian, Estine	Teacher, as needed, to assist with preparation and participation in WASC review at Clark Magnet High School.	9/01/21 through 12/17/21 $34.00 per hour Not to exceed $1,000.00 01.0 00000.0 00000 21008 1130 0900000
5.	McReynolds, Rebecca Thomas, Angelina	Teachers, as needed, to provide ELA/math intervention to students at Lincoln Elementary.	11/29/21 through 6/10/22 $34.00 per hour Not to exceed 18 hours each ELO 01.0 74260.0 19011 10000 1130 0000611
6.		Extra-Curricular Assignments	First Semester 2021-2022
		GLENOAKS ELEMENTARY	
	Silva, Francesca	Tech Advisor	
		KEPPEL ELEMENTARY	
	Huleis, Lana	Student Council Advisor	
	Vardani, Agnessa	Student Council Advisor	
		LA CRESCENTA ELEMENTARY	
	Dreyfus, Martha	ASB Bookkeeper	
	Lapostol, Diane E.	Student Council Advisor	
	Savage, Suzanne	Student Council Advisor	

	Position	Effective Dates And Salary Rate

Election Hourly/Daily (Cont.)

6.

MUIR ELEMENTARY

Nushi, Rachelle	Student Council
Petrossians, Taleen	Student Council

R.D. WHITE ELEMENTARY

Dersaroian, Taleen	Student Council Advisor
Haigh, Cassandra	Student Council Advisor
Hank, William	Student Council Advisor
Markarian, Saakanoush	Student Council Advisor

7. Extra-Curricular Assignments — Fall Semester 2021-2022

CRESCENTA VALLEY HIGH SCHOOL

Beerman, Brent	Drama Director
Beers-Dannerth, Laura	PBIS Coordinator
	Class Sponsor 9th
	Student Body Advisor
Brown, Diana	CTE
De Souza, Tyraysha	Yearbook Sponsor 2
Deitch, Patricia	National Honor Society
	Newspaper Sponsor 1
Dominguez, Ondina	Stage Director
Evans, Robert	English
Fite, Karissa	Literary Mag.
Flower, Michael	VAPA (split)
Hairapetian, Anet	Head Counselor 3
Hall, Gavin	Social Studies (split)
	JPL Invention
	Class Sponsor 12th
Karibyan, Yana	Dance Director
Keshishian, Nareg	Class Sponsor 11th
Lyons, Amanda	Scholastic Bowl
Mack, Shannon	Choral Director
Markarian, Kathryn	ELD

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
7.	Marshall, Shannon	Speech & Debate	
		Mock Trial	
	McGuire, Amber	Social Studies (split)	
	Merlo, Reid	Math	
		Class Sponsor 12th	
	Moses, Michelle	Foreign Language	
	Nelson, Jacqueline	Special Education	
	Nelson, John	Physical Education	
	Pehar, John	Pep Squad Sponsor	
		Class Sponsor 10th	
	Platt, David	Science	
	Poole, Jacob	FIRST Robotics	
	Saw, Win	Audio-Visual Coordinator	
	Schick, Mathew	VAPA (split)	
		Band/Orchestra	
		Drill Team Sponsor	
		GLENDALE HIGH SCHOOL	
	Astor, Elizabeth	PBIS Coordinator	
	Barboza-Flores, Aurora	Math	
	Bedrousi, Soseh	Class Sponsor 12th	
	Benkovich, Joseph	Class Sponsor 10th	
	Briggs, Robert	Stage Director	
	Buarenos, Noelle	Pep Squad Sponsor	
	Castaneda, Sydnee	Class Sponsor 9th	
	Ciotti, Holly	English	
		National Honor	
	Clark-Reed, Shannon	Class Sponsor 11th	
	Donohue, Holly	Drama Director	
	Hakobyan, Nare	ELD	
	Harris, Chelbi	Home Economics	
	Lewis, Andrea	Health & Guidance	
		Physical Education	
	Livingston, Jon	Student Body Advisor	
		Newspaper Sponsor 1	
		Yearbook Sponsor 1	
	Morrison, Sarah	Scholastic Bowl	

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
7.	O'Malley, Christopher	Class Sponsor 10th Social Studies	
	Palmer, Kelly	Drill Team Sponsor Scholastic Bowl	
	Postajian, Sona	Class Sponsor 9th	
	Rangel, Amy	Band/Orchestra	
	Sepulveda, Martha	Foreign Language	
	Shiroyan, Hasmik	VAPA	
	Tabor, Jacqueline	Head Counselor 3	
	Thompson, Staci	MESA	
	Venier, Daniel	Science	
	Vessella, Teresa	Special Education	
		ROSEMONT MIDDLE SCHOOL	
	Davis, Todd	Boys Basketball	
	Foster, Scott	Girls Lacrosse	
	Neumeier, Kevin	Girls Soccer	
	Sion, Carolyn	Cross Country	
		WILSON MIDDLE SCHOOL	
	Gayle, Michael	Boys Basketball	
	Mlady, Kelly	Cheerleading	
	Zamora, Jose	Girls Soccer	
8.	Akopian, Varoujan	Teacher, Regular Exp. Wheel Toll Middle School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0700000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
9.	Allen, Jonathan	Teacher, Regular Math Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 74250.0 11303 1000 1110 0100000
10.	Arias, Melissa	Teacher, as needed, to attend after school professional development training. Teaching & Learning.	12/01/21 through 5/31/22 Hourly rate of pay Not to exceed 8 hours 01.0 07405.0 11100 10000 1130 0000618
11.	Arutyunyan, Irene	Teacher, Temp Contract ELD Support Independent Study Program	1/10/22 through 3/11/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 33000 10000 1140 0410000
12.	Baker, Daniel	Substitute teacher, as needed, to provide the after-school drumline program for students at Toll Middle School.	8/01/21 through 6/13/22 $40.00 per hour Not to exceed 4 hours per week ELO 01.0 74250.0 11303 10000 1130 0700000
13.	Barchan, Lane	Teacher, Regular Exp. Wheel Toll Middle School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0700000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
14.	Batres, Lorena	Teacher, Temp Contract ELD Support Independent Study Program	1/10/22 through 3/11/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 33000 10000 1140 0410000
15.	Belshe, Chelsea	Teacher, Temp Contract ELD Emerging 6,7,8 Toll Middle School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0700000
16.	Blackwood, Vanessa	Teacher, Regular Math Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
17.	Boykin, Bryon	Teacher, Regular Culinary Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 32130.0 11303 100000 1110 0001615
18.	Brownstein, Gina	Teacher, Regular TUPE Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 66904.0 11100 10000 1110 000682

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
19.	Clauss, Thomas	Teacher, Temp Contract Self-Contained Gen Ed Jewel City School	1/10/22 through 6/14/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 02000.0 35500 10000 1130 0440000
20.		Extra-Curricular Assignments	Summer 2021-2022
		GLENDALE HIGH SCHOOL	
	Cubas, Evelyn	Band Coach	
21.	De Souza, Tyraysha	Teacher, Regular VAPA Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
22.	Drew, William	Teacher, Regular Math Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
23.	Engen, Christina	Teacher, Regular Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
24.	Evans, Robert	Teacher, Regular English Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
25.	Fabanish, Katherine	Teacher, Regular Exp. Wheel Toll Middle School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0700000
26.	Fishback, Cassandra	Teacher, Regular Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
27.	Flower, Michael	Teacher, Regular VAPA Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
28.	Franck, Dawn	Teacher, Regular Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
29.	Freemon, Allen	Teacher, Regular Math Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
30.	Ghazarian, Adrineh	Teacher, Temp Contract Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
31.	Gregorian, Arin	Teacher, Regular Math Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
32.	Hall, Gavin	Teacher, Regular Social Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
33.	Kakosian, Sosi	Teacher, Temp Contract ELD Support Independent Study Program	1/10/22 through 3/11/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 33000 10000 1140 0410000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
34.	Keshishian, Nareg	Teacher, Regular Social Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
35.	Lee, Jen Ku	Teacher, Regular Math Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
36.	Lim, Jessie	Teacher, Regular World Language Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 32130.0 11303 100000 1110 0001615
37.	Lim, Mee H.	Teacher, Regular Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
38.	Luna, Javier	Teacher, Regular Auto Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 32130.0 11303 100000 1110 0001615

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
39.	Mandjikian, Houry	Teacher, Regular Math Intervention Toll Middle School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 74250.0 11303 10000 1110 0700000
40.	Marshall, Shannon	Teacher, Regular English Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
41.	Maynard, Wendy	Special Education - Verdugo Academy Home Academy Hospital Teacher, as needed. Special Education	8/01/21 through 6/30/22 $34.00 per hour Not to exceed 6 hours per week 01.0 00000.0 19006 10000 1130 0000600
42.	McGuire, Amber	Teacher, Regular Social Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
43.	Melikian, Melany	Teacher, Regular WASC Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 0000.0 00000 21008 1110 0300000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
44.	Merlo, Reid	Teacher, Regular Math Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
45.	Mietz, Shawn	Teacher, Temp Contract English Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
46.	Mortensen, Linda	Substitute teacher, as needed, to teach FLAG lessons in Japanese to students enrolled in the Independent Study Program.	1/10/22 through 6/10/22 $34.00 per hour Not to exceed 5 hours each per week. Verdugo Academy 01.0 00000.0 33000 10000 1130 0410000
47.	Ngai, Ricky	Teacher, Regular VAPA Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
48.	Pehar, John	Teacher, Regular Social Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
49.	Peterson, Anthony	Teacher, Regular Social Science Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 32130.0 11303 100000 1110 0001615
50.	Peterson-Babington, Janice	Teacher, Regular Physical Education Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
51.	Pinsker, Jason	Teacher, Regular Art Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 32130.0 11303 100000 1110 0001615
52.	Platt, David	Teacher, Regular Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
53.	Ponziano, Domenico	Teacher, Temp Contract World Language Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 32130.0 11303 100000 1110 0001615

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
54.	Poole, Jacob	Teacher, Temp Contract CTE Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
55.	Quock, Gar	Teacher, Regular Dropout Prevention Coord. Daily High School	11/29/21 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 31820.0 11100 10000 1130 0400000
56.	Sakonju, Jan	Teacher, Regular Social Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
57.	Saw, Win	Teacher, Regular Math Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
58.	Schilling, Paul	Teacher, Regular English Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
59.	Sheridan, Saul	Teacher, Regular Math Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
60.	Smith, Herbert	Teacher, Regular CTE Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
61.	Smith, Susan	Teacher, Regular Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
62.	Solsona, Jordi	Teacher, Regular Exp. Wheel Toll Middle School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0700000
63.	Stepanyan, Edgar	Teacher, Regular Social Science Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 100000 1110 0300000

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
64.	Taix, Martin	Teacher, Regular TIDES Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
65.	Tenner, Kristina	Substitute teacher, as needed, to provide intervention to at-risk students in grades K-5 at Mark Keppel VAPA & FLAG.	1/16/22 through 6/09/22 $34.00 per hour to teach $31.00 per hour to plan Not to exceed $10,000 01.0 95100.0 11100 10000 1130 3100000
66.	Tuason, Orenda	Teacher, Regular Science Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
67.	Umansky, Jason	Teacher, Regular Social Science Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 32130.0 11303 100000 1110 0001615
68.	Van Patten, John	Teacher, Regular Social Science Hoover High School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 32130.0 11303 100000 1110 0001615

		Position	Effective Dates And Salary Rate
Election Hourly/Daily (Cont.)			
69.	Witt, Kevin	Teacher, Regular Exp. Wheel Toll Middle School	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 00000.0 11303 10000 1110 0700000
70.	Workman, Kayla	Teacher, Regular VAPA Crescenta Valley HS	1/10/22 through 6/13/22 One additional hour assignment at 1/5 daily rate of pay according to placement on Regular Teachers Salary Schedule 01.0 000000.0 11303 1000 1110 0100000
Additional Compensation			
1.	Chavez Stedman, Madeline	Teacher, as needed, to move schools for 21-22 school year. Dunsmore Elementary	Daily rate of pay Not to exceed 2 days General 01.0 00000.0 19005 10000 1130 000612

Transportation Authorization – 2021-2022

Increase in the auto allowance mileage rate to read: 58.5 ¢ per mile effective 1/01/22. Previous rate of 56 ¢ per mile expired on 12/31/21.

	Position	Effective Dates And Salary Rate

Revision to Previous Personnel Report

1. Revision to Board Report No. 6, October 12, 2021

Page 12, Item 4

Various names	Teachers, teacher specialists, as needed, to attend SAMR workshops focusing on tech integration and differentiation of instruction using tech tools that are readily available to teachers such as Chromebooks and Google Apps for Education. Equity, Access and Family Engagement	9/20/21 through 6/30/22 From 9/20/21 through 12/31/21 participants will be paid at their regular hourly rate of pay. Not to exceed 2 hours each for Cohort 1 participants and 14 hours each for Cohort 2 participants From 1/01/22 participants will be paid $31.00 per hour Not to exceed 13 hours each for Cohort 1 participants and 14 hours each for Cohort 2 participants. Not to exceed $50,000.00 total Title IV 01.0 41270.0 11100 10000 1130 0000673

Add the following names:
Cohort 2
Abramian, Laura
Balcomb, Kimberly
Darmanian, Leona
Derzakharian, Natalie
Faieta, April
Hande, Marilyn
McMillon, Sharon

		Position	Effective Dates And Salary Rate
Revision to Previous Personnel Report (Cont.)			
2.	Revision to Board Report No. 5, September 28, 2021		
	Page 21, Item 32 Kim, Young-Il	Teacher, as needed, to teach FLAG lessons in Korean to students enrolled in the Independent Study Program.	8/23/21 through 12/17/21 $34.00 per hour Not to exceed 10 hours per week Verdugo Academy 01.0 00000.0 33000 10000 1130 0410000
	Change dates to read:		8/23/21 through 6/10/22
Personal Services Agreement			
1.	Merrick, Joann	Consultant, as needed, to coach, plan and provide professional development for the administrator and/or staff of Chamlian Armenian School. To evaluate the first semester pacing guides and to continue the development process so the ultimate desired outcome would be achieved: to have pacing guides for the Armenian Program, to follow up on the implementation, and to provide feedback for ongoing revisions and improvement.	2/24/22 through 7/30/22 Not to exceed $5,000.00 total 01.0 40352.0 11100 10000 5811 0000673

Position	Effective Dates And Salary Rate

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 Teacher Melina Rosales from Incarnation Parish School to attend the "Las Vegas Regional conference presented by Hope King Resources Inc." to be held at West Gate, Las Vegas from January 16, 2022 to January 17, 2022, and to include all expenses, including the conference registration fee – not to exceed $428.90 total.

Title II
01.0 40352.0 11100 10000 5220 0000673

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CLASSIFIED PERSONNEL REPORT NO. 10

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. 10

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

	Location	Months/Hours, and Salary Rating
Election from Eligibility List		
1. Senior Administrative Secretary		
Torossian, Mary	Daily	12/20/21; 12/8; 25-4 01.0 00000.0 00000 27004 2410 0400000
2. Typist Clerk III		
Orozco, Maria	Glendale	12/09/21; 12/8; 16-8 01.0 00000.0 00000 27004 2410 0200000
3. Yard Duty Assistant		
Abnousian, Rashel	Balboa	12/01/21; 9.25/6; 1-2 01.0 74250.0 19021 10000 2910 0001615 01.0 00000.0 19021 10000 2910 2000000
Agazaryan, Armine	Balboa	12/01/21; 9.25/6; 1-2 01.0 74250.0 19021 10000 2910 0001615 01.0 00000.0 19021 10000 2910 2000000
Amirkhanian, Anzhela	Balboa	12/01/21; 9.25/6; 1-2 01.0 74250.0 19021 10000 2910 0001615 01.0 00000.0 19021 10000 2910 2000000

	Location	Effective Dates, Months/Hours, and Salary Rating____
Election from Eligibility List - Continued		
3. Yard Duty Assistant - Continued		
Baghdasaryan, Nadya	Balboa	12/01/21; 9.25/6; 1-2 01.0 74250.0 19021 10000 2910 0001615 01.0 00000.0 19021 10000 2910 2000000
Flores, Rosa	Balboa	12/01/21; 9.25/6; 1-2 01.0 74250.0 19021 10000 2910 0001615 01.0 00000.0 19021 10000 2910 2000000
Margharian, Atina	Balboa	12/01/21; 9.25/6; 1-2 01.0 74250.0 19021 10000 2910 0001615 01.0 00000.0 19021 10000 2910 2000000
Sarkessian, Katren	Balboa	12/01/21; 9.25/6; 1-2 01.0 74250.0 19021 10000 2910 0001615 01.0 00000.0 19021 10000 2910 2000000
Shahkarami, Roobina	Balboa	12/01/21; 9.25/6; 1-2 01.0 74250.0 19021 10000 2910 0001615 01.0 00000.0 19021 10000 2910 2000000
Reinstatement		
1. Education Assistant I		
Soria, Monica	Toll	01/10/22; 9.25/3.5; 3-1 01.0 60100.0 11100 10000 2110 0700000
Termination – Abandonment		
2022-cl-82453		09/15/21

	Location	Effective Dates, Months/Hours, and Salary Rating____
Additional Assignment Temporary - At Established Rate of Pay		
1. Behavior Intervention Assistant		
Abundo, Darlene	Special Education	11/01/21
Aguayo, Margarita		Not to exceed 6 hours total, each
Barragan, Dafne		Professional Development Program
Carias, Jesus		01.0 00000.0 11405 10000 2130 0008616
Chairoj, Pamela		
Chavez, Jodie		
Higinbbotham, Eric		
Karpova, Marina		
Lasam, Carolyn		
Lopez, Karla		
Ortega, Ricardo		
Serrano, Sindy		
2. Cafeteria Worker II		
Gabriele, Nina	Nutrition Services	10/01/21 through 06/30/22
Nadimyan, Yelena		Not to exceed 2 hours, each
		CalFresh Healthy Living Program Grant
		01.0 94033.0 00000 37000 2232 0000662
3 Education Assistant II		
Sarkisian, Anahit	Franklin	11/01/21
		Professional Development
		01.0 00000.0 11405 10000 2130 0008616
4. Education Assistant Intensive Support		
Haroutunian, Armineh	Special Education	11/01/21
		Not to exceed 6 hours total
		Professional Development
		01.0 00000.0 11405 10000 2130 00008616
5. Multimedia Technology Assistant		
Lara, Daniel	Dunsmore	08/01/21 through 06/30/22
		Not to exceed $2,500.00 total
		Not to exceed 30 hours per week
		01.0 74250.0 00000 24203 2930 24000000

	Location	Effective Dates, Months/Hours, and Salary Rating____

Change of Assignment

1. Change of Location

a. Senior Administrative Secretary

Rochin, Ana	Educational Services From Daily	12/20/2021 01.0 00000.0 00000 71001 2410 0007616

b. Education Assistant I

Hovhannisyan, Narine	Muir From Jefferson	01/10/22 01.0 91500.0 85000 10000 2110 0000671
Mavushyan, Asmik	Muir From PAEC	12/06/21 01.0 91100.0 85000 10000 2110 0000671

2. Provisional Assignments

a. Cafeteria Worker II

Gonzalez, Ruth	Muir From Cafeteria Worker I, 1-6	12/01/21 through 12/17/21 6.5 hours a day 4-6 13.0 53100.0 00000 37000 2212 0300000

b. Senior Administrative Secretary

Fayaz, Ava	Hoover From Typist Clerk II, 12-1	01/03/22 through 02/28/22 8 hours a day 25-1 01.0 01000.0 00000 27000 2410 0300000

	Location	Effective Dates, Months/Hours, and Salary Rating____

Revisions to Previous Board Reports

1. Revision to Board Report #9, December 14, 2021

Page 22

Election of Classified Hourly Substitutes through 06/30/22

Abramian, Ramona	Jefferson	11/30/21 through 06/14/22 Not to exceed 6 hours a day 01.0 74250.0 11301 10000 2110 3000000

Change date to read: 11/29/21 through 06/14/22

2. Revision to Board Report #7, November 2, 2021

Page 25, Item 5

Personal Services Agreement:

Nikogosian, Naira	Consultant, As needed To teach FLAG Lessons in Armenian To students Enrolled In the Independent Study program.	09/01/21 through 12/17/21 $34.00 per hour Not to exceed $5,100.00 total Not to exceed 10 hours per week Verdugo Academy 01.0 00000.0 33000 10000 5811 0410000

Change dates to read: 09/01/21 through 06/10/22
Change amount to read: Not to exceed $12,240.00 total

	Location	Effective Dates, Months/Hours, and Salary Rating
Election of Classified Hourly Substitutes (Custodian I) through 06/30/22		
Corona, Lirio Gissel		12/01/21 through 06/30/22 01.0 00000.0 00000 81006 2211 0000640
Abbott, Nancy	Mountain Avenue	09/01/21 through 06/30/22 Not to exceed $1,063.00 per semester 01.0 00000.0 17001 10000 2170 3900000

Election of Classified Hourly Substitutes through 06/30/22

Azatyan, Rima
Grigoryan, Vardan
Guerrero, Anna
Frank, Kevin
Jin, Bora
Khachatryan, Diana
Luis, Stephanie
Nazaryan, Marine
Noceti, Sophia
Reyes, Nancy
Telmi, Knarik
Vega, Giselle

07/01/21 through 06/30/22

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

1. Student Assistant I

Bourque, J'ean Patrici
Canaday, Naheulee
Harris, Dedrick
Rausch, David
Torres, Darlin

SELPA

01/18/22 through 06/30/22
$15.00 per hour
SELPA Workability I
01.0 65200.0 57600 11133 2180 0000668

Personal Services Agreement	Location	Effective Dates, Months/Hours, and Salary Rating____
1. Hongo, Tomomi	Consultant, as needed to provide Tiko drum lessons to students K-6 at Dunsmore Elementary School	01/14/22 through 06/10/22 01.0 95100.0 11100 10000 5811 2400000
2. Mineo, Anna	Consultant, as needed to provide assistance and language support to the Italian Dual Language Program at Franklin Magnet Elementary School during the 2021-2022 school year	01/19/22 through 06/13/22 Not to exceed $3,000.00 total General Funds Donation 01.0 95100.0 11100 10000 5811 270000

	Location	Effective Dates, Months/Hours, and Salary Rating____

Transportation Authorization – 2021-22

1. 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:

Education Assistant ASES/RAP Site Leader		
Boghosian, Tina	CDCC	07/01/21 through 06/30/22: 56.0¢
Darabidian, Ailin		Child Development Activities
Galvan, Nathan		12.0 61051.0 85000 10000 5210 0000671
Mathew, Minu		Self-Supporting Combined
Narvaez, Ricardo		01.0 91500.0 85000 10000 5210 0000671
Yang, Anthony		Self-Supporting Daycare
Yu, Johnny		01.0 91400.0 85000 10000 5210 0000671
		After School Education & Safety
		01.0 60100.0 11100 10000 5210 0000671
		California State Preschool
		12.0 61052.0 85000 10000 5210 0000671
		RAP
		01.0 91100.0 85000 10000 5210 0000671
		LCAP
		01.0 00000.0 11100 10000 5210 0001671

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

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 – December 10, 2021 – January 11, 2022, as shown below totaling $11,612,046.25, and "B" Form (Other than Payroll Warrants) issued December 1 – December 31, 2021, totaling $18,218,090.07. Funding for Form "A" Warrants is accounted for in the following funds: 01.0 General Fund, 12.0 Child Development Fund, 13.0 Cafeteria Fund, 21.1 Measure S Projects Fund, 40.1 Spec Reserve-Capital Projects Fund, 67.0 Self-Insurance Fund, 67.2 Early Retirement Benefits Fund and 76.0 Warrant Pass-Through Fund.

REGISTERED NUMBER	WARRANT NUMBER			DESCRIPTION		AMOUNT
342-C	715542	-	7155430	Certificated	$	11,648.73
342-N	715543	-	7155437	Classified		17,216.24
343-N	715574	-	7155747	Classified		(1,061.01)
344-C	715543	-	7158169	Certificated		2,381.29
344-N	715817	-	7158184	Classified		8,808.38
347-C	715885	-	7158862	Certificated		2,968.13
347-N	715886	-	8158893	Classified		12,489.82
348-N	715915	-	7159154	Classified		(43.88)
349-N	715952	-	7159528	Classified		499.09
351-N	716056	-	7160567	Classified		346.32
E4K-N	716154	-	7161630	Classified		1,303,788.43
354-N	716283	-	7162842	Classified		831.33
355-N	716557	-	7165574	Classified		9.31
C1F-C	716819	-	7168243	Certificated		7,685,712.95
C5F-C	717039	-	7170481	Certificated		884,318.34
C5F-N	717045	-	7170453	Classified		6,256.71
003-N	704970	-	7049702	Classified		(1,458.02)
E4L-N	717298	-	7173085	Classified		1,391,082.23
005-N	717636	-	7176369	Classified		2,440.06
C3F-C	717832	-	7178325	Certificated		1,230.32
C3F-N	717832	-	7178416	Certificated		265,032.44
006-C	718155	-	7181553	Certificated		361.39
006-N	718155	-	7181554	Classified		2,675.26
007-C	718365	-	7183651	Certificated		3,434.13
007-N	718365	-	7183652	Classified		1,638.72
010-C	718451	-	7184517	Certificated		1,777.78
010-N	718451	-	7184532	Classified		7,661.76
					$	11,612,046.25

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
DECEMBER 1 THRU DECEMBER 31, 2021

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
	1.0 GENERAL FUND		
3932	OTHER DISTRICT PAID BENEFITS	6	$ 7,915.83
4110	TEXTBOOKS	50	333,822.14
4210	BOOKS & OTHER REFERENCE MATERIAL	19	1,008.73
4220	LIBRARY BOOKS	1	189.21
4310	INST. MATERIALS & SUPPLIES	691	243,855.80
4312	INST. PERIODICALS & MAGAZINES	21	10,780.69
4340	INSTRUCTIONAL SOFTWARE/LICENSES	44	82,682.67
4350	OFFICE & OTHER SUPPLIES	130	12,858.70
4351	PRINTING & REPRODUCTION	12	11,712.54
4353	EDIBLE SUPPLIES	40	11,788.27
4360	TIRES, FUEL AND OIL	2	80.88
4370	CUSTODIAL/OPERATION SUPPLIES	92	15,854.84
4371	GROUNDS SUPPLIES	19	338.57
4372	POOL SUPPLIES	4	1,233.18
4380	MAINTENANCE SUPPLIES	13	14,171.50
4381	REPAIR SUPPLY & MATERIALS	93	59,261.07
4410	NON-CAP AV/COMPUTER EQUIP UNTAGGED	38	55,542.15
4420	NON-CAP EQUIP -UNTAGGED	194	105,410.18
4430	NON-CAP EQUIP - TAGGED/NON-COMPUTER	32	226,441.48
4440	NON-CAP COMPUTER EQUIP - TAGGED	44	1,531,260.35
5210	MILEAGE & CAR ALLOWANCES	49	6,067.87
5220	TRAVEL AND CONFERENCES	48	38,815.87
5310	DUES AND MEMEBERSHIPS	7	1,532.04
5510	NATURAL GAS SERVICES	23	29,175.41
5520	ELECTRICITY SERVICES	38	236,613.27
5530	WATER	45	41,809.51
5561	TRASH DISPOSAL	3	43,975.63
5562	SEWER CHARGES	43	11,848.87
5610	RENTALS, LEASES AND REPAIRS	44	133,025.73
5611	ETIS COPIER LEASES	7	8,849.07
5630	REPAIRS	59	21,218.91
5631	ETIS COPIER MAINTENANCE	4	1,715.91
5802	NON-INSTRUCT. SOFTWARE LICENSE	4	8,154.20
5804	NON-PUBLIC SCHOOL	65	400,407.46
5811	PERSONAL SERVICES	73	127,705.00
5812	NON-PSA SERVICE AGREEMENT	77	637,995.68
5813	UNIFORM SERVICES	1	3,626.21
5814	TRANSPORTATION	2	2,392.28
5815	OPERATING SERVICES	170	895,666.20
5816	NON-PUBLIC SCHOOL SERVICES	163	709,045.91
5821	LEGAL FEES	19	24,188.45
5823	SPEC ED LEGAL SETTLEMENTS	5	4,819.03
5825	AUDIT FEES	1	29,750.00
5828	SPED PARENT ATTORNEY FEES	2	14,250.00

GLENDALE UNIFIED SCHOOL DISTRICT
CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
DECEMBER 1 THRU DECEMBER 31, 2021

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
5830	ADVERTISEMENT	2	$ 685.00
5852	NON-INSTRUCTIONAL, CONSULTANTS	7	50,117.41
5853	CONTRACTUAL SERVICES	17	212,162.44
5861	FINGERPRINTS FOR EMPLOYEES	1	132.00
5862	PHYSICALS FOR EMPLOYEES	2	518.64
5911	POSTAGE/UPS/FEDEX	7	302.28
5912	TELEPHONE	11	17,932.29
5914	DATA LINE	1	10,776.98
5916	OTHER PHONES	10	15,710.69
6210	ARCHITECT FEES ON BUILDINGS	1	5,400.00
6250	BUILDING CONSTRUCTION/IMPROV	2	8,916.95
6252	OTHER CONSTRUCTION	4	115,634.00
6490	CAPITALIZED EQUIPMENT	4	10,404.69
8689	ALL OTHER FEES AND CONTRACTS	3	400.00
8699	ALL OTHER LOCAL REVENUES	1	437.28
9320	STORES	5	47,961.26
9530	FRINGE BENEFITS SUBS - H&W	5	6,678,433.70
9543	DIRECT DEPOSIT PAYABLE	1	5,921.49
9552	USE TAX PAYABLE	137	694.41
9554	BACKUP WITHHOLDING PAYABLE	3	3,192.38
9601	EMPLOYEE FINAL PAY LIABILITY	1	1,181.87
		---	---
		2,722	13,345,773.05
	12.0 CHILD DEVELOPMENT FUND		
4310	INST. MATERIALS & SUPPLIES	16	21,997.63
4350	OFFICE & OTHER SUPPLIES	12	246.47
4353	REFRESHMENTS	2	130.89
4370	CUSTODIAL/OPERATION SUPPLIES	2	1.58
4420	NON-CAP EQUIP -UNTAGGED	2	384.36
5210	MILEAGE & CAR ALLOWANCE	2	232.64
5630	REPAIRS	9	29.77
5812	NON-PSA SERVICE AGREEMENT	18	5,673.50
5815	OPERATING SERVICES	1	74.95
5916	OTHER PHONES	2	33.62
9552	USE TAX PAYABLE	2	0.95
		---	---
		68	28,806.36
	13.0 CAFETERIA FUND		
4350	OFFICE & OTHER SUPPLIES	3	200.37
4351	PRINTING & REPRODUCTION	1	664.81
4360	TIRES, FUEL AND OIL	2	1,527.74
4380	MAINTENANCE SUPPLIES	7	2,244.86

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
DECEMBER 1 THRU DECEMBER 31, 2021

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
4381	REPAIR SUPPLY & MATERIALS	16	2,304.16
4395	NON-FOOD SUPPLIES	6	27,784.69
4710	FOOD	54	267,312.79
5220	TRAVEL AND CONFERENCES	1	90.00
5563	PEST CONTROL	2	1,526.00
5610	RENTALS, LEASES AND REPAIRS	3	6,512.57
5630	REPAIRS	1	796.00
5813	UNIFORM SERVICES	27	1,153.18
5815	OPERATING SERVICES	5	1,040.00
5817	MONEY PICK-UPS	2	2,877.05
5916	OTHER PHONES	2	163.43
8634	FOOD SERVICE SALES	2	196.00
		---	---
		134	316,393.65
	21.1 MEASURE S PROJECTS FUND		
4420	NON-CAP EQUIP -UNTAGGED	1	303.19
5590	OPERATIONS & OTH HOUSEKEEPING	1	202.13
5610	RENTALS, LEASES AND REPAIRS	2	357.76
5911	POSTAGE/UPS/FEDEX	4	82.16
6150	SITE SURVEY/STUDIES	1	860.00
6210	ARCHITECT FEES ON BUILDINGS	8	207,454.97
6222	FEES-CGS	2	7,200.00
6227	FEES-FIRE DEPT	1	300.00
6231	DSA PLAN CHECK FEES	2	500.00
6232	CDE PLAN CHECK FEES	1	7,007.00
6250	BUILDING CONSTRUCTION/IMPROV	3	1,307,947.66
6252	OTHER CONSTRUCTION	13	105,698.24
6258	CONSULTANT COSTS	1	2,125.43
6280	BUILDING INSPECTIONS	5	15,760.00
6293	PRINTING & DISTRIBUTION	3	1,113.69
6294	ADVERTISEMENTS & NOTICES	2	2,486.00
9552	USE TAX PAYABLE	1	328.16
		---	---
		51	1,659,726.39
	40.1 SPEC RESERVE - CAPITAL PROJECTS		
4430	NON-CAP EQUIP-TAGGED NON-COMPUTER	2	1,586.50
5520	ELECTRICITY SERVICES	2	91.31
5530	WATER	1	324.25
5562	SEWER CHARGES	2	209.34
5610	RENTALS, LEASES AND REPAIRS	1	5,262.00
6210	ARCHITECT FEES ON BUILDINGS	1	832.50

CONSENT CALENDAR NO. 4

SUMMARY OF COMMERCIAL WARRANTS ISSUED FROM
DECEMBER 1 THRU DECEMBER 31, 2021

OBJECT CODE	DESCRIPTION	NUMBER OF ENTRIES	AMOUNT
6250	BUILDING CONSTRUCTION/IMPROV	1	2,013.60
		---	---
		10	10,319.50
	40.2 SPEC RESERVE-FOOD CAPITAL PROJECTS		
6252	OTHER CONSTRUCTION	2	36,530.00
		---	---
		2	36,530.00
	67.0 SELF-INSURANCE FUND		
5872	DELTA ADMINISTRATIVE FEES	2	9,625.22
5873	VSP CLAIMS	6	22,781.37
5874	VSP ADMINISTRATIVE FEES	1	4,051.75
5875	DELTA PAYMENTS	1	138,873.60
5877	MEDIMPACT CLAIMS	2	13,635.28
5878	MEDIMPACT PAYMENTS	2	610,124.33
		---	---
		14	799,091.55
	67.1 WORKERS' COMPENSATION FUND		
5815	OPERATING SERVICES	1	784,918.00
		---	---
		1	784,918.00
	67.2 EARLY RETIREMENT BENEFITS FUND		
5815	OPERATING SERVICES	1	159,032.41
		---	---
		1	159,032.41
	76.0 WARRANT PASS-THROUGH FUND		
9517	VOLUNTARY DEDUCTIONS	18	617,481.39
9518	TAX SHELTER ANNUITY	4	58,613.00
9550	ROTH IRA-LACOE USED ONLY	3	401,404.77
		---	---
		25	1,077,499.16
	TOTALS	**3,028**	**$ 18,218,090.07**

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

JANUARY 18, 2022

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 $7,928,960.11 for the period of December 6, 2021 through January 7, 2022 as listed on the attached.

SUMMARY OF PURCHASE ORDERS ISSUED FROM DECEMBER 6, 2021 THROUGH JANUARY 7, 2022.

Funding Source	**Number of Purchase Orders**	**$ Amount**
UNRESTRICTED RESOURCES	141	268,142.73
FEDERAL RESTRICTED RESOURCES	46	1,909,818.06
STATE RESTRICTED RESOURCES	59	522,062.11
LOCAL RESTRICTED RESOURCES	54	181,641.36
CHILD DEVELOPMENT FUND	1	128.20
FOOD SERVICES FUND	6	10,905.11
MEASURE S PROJECTS FUND	21	4,249,758.04
CAPITAL PROJECTS & IMPROVEMENT FUN	1	1,586.50
WORKERS' COMPRENSATION FUND	1	784,918
TOTAL	**330**	**$7,928,960.11**

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

PO NUMBER	MEASURE S PROJECTS FUND (CONTINUATION) VENDOR	AMOUNT
PO1-220000002597	CONVERGINT TECHNOLOGIES LLC	121.00
PO1-220000002609	THE CONVERSE PROFESSIONAL GROUP PROFESSIONAL SERVICES AT MONTE VISTA ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	145,480.00
PO1-220000002610	PSOMAS PROFESSIONAL SERVICES FOR NEW BUILDING AT MARSHALL ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	20,500.00
PO1-220000002611	NAC ARCHITECTURE ARCHITECTURAL SERVICES FOR MARSHALL ELEMNTARY SCHOOL CAFETERIA BUILDING PROJECT - PLANNING, DEVELOPMENT & FACILITIES	662,431.53
PO1-220000002612	NAC ARCHITECTURE ARCHITECTURAL SERVICES FOR MARSHALL ELEMNTARY SCHOOL CAFETERIA BUILDING PROJECT - PLANNING, DEVELOPMENT & FACILITIES	49,700.00
PO1-220000002613	GREEN CALIFORNIA SCHOOLS SUMMIT	100.00
PO1-220000002618	SHARP BUSINESS SYSTEMS	72.96
PO3W-220000001394	ANIXTER INC. SECURITY CAMERA FOR ROOSEVELT MIDDLE SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	1,175.64
	TOTAL	4,249,758.04
	CAPITAL PROJECTS & IMPROVEMENT FUND	
PO1-220000002450	HOME DEPOT CREDIT SERVICES REFRIGERATOR - PLANNING, DEVELOPMENT & FACILITIES	1,586.50
	TOTAL	1,586.50
	WORKERS' COMPENSATION FUND	
PO1-220000002432	ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS WORKERS' COMP INSURANCE - BUSINESS SERVICES	784,918.00
	TOTAL	784,918.00

MEASURE S PROJECTS FUND

PO NUMBER	VENDOR	AMOUNT
PO1-220000002418	CHALMERS CONSTRUCTION SERVICES, INC AWARD OF BID #217-21/22 GLENOAKS ELEMENTARY BUILDING FOUNDATION & SITEWORK - PLANNING, DEVELOPMENT & FACILITIES	1,169,500.00
PO1-220000002419	CHALMERS CONSTRUCTION SERVICES, INC AWARD OF BID #218-21/22, MONTE VISTA BUILDING FOUNDATION AND SITEWORK - PLANNING, DEVELOPMENT & FACILITIES	1,722,000.00
PO1-220000002420	PLAYPOWER LT FARMINGTON, INC. PLAYGROUND EQUIPMENT AND INSTALLATION AT EDISON ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	280,657.46
PO1-220000002429	S. TORRES GROUP INC. PROFESSIONAL SERVICES - PLANNING, DEVELOPMENT & FACILITIES	118,800.00
PO1-220000002442	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC)	178.35
PO1-220000002443	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC)	832.67
PO1-220000002464	NJP SPORTS INC SERVICE AGREEMENT FOR FENCING SERVICES AT HOOVER HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	2,300.00
PO1-220000002467	GARCIA'S FENCE CORP. SERVICE AGREEMENT TO INSTALL METAL PANELS AT MARSHALL ELEMENTARY SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	14,995.00
PO1-220000002470	AMS.NET APC SYMMETRA BATTERY REPLACEMENT DISTRICTWIDE - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	33,055.43
PO1-220000002472	ARC (AMERICAN REPROGRAPHICS COMPANY,LLC) BLANKET PURCHASE ORDER FOR BLUEPRINTING SERVICES - PLANNING, DEVELOPMENT & FACILITIES	5,000.00
PO1-220000002507	GARCIA'S FENCE CORP. SERVICE AGREEMENT TO INSTALL SWING GATE AT GLENDALE HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	8,872.00
PO1-220000002566	OUTLOOK NEWSPAPER ADVERTISING - PLANNING, DEVELOPMENT & FACILITIES	2,486.00
PO1-220000002583	ANIXTER INC. BLANKET PURCHASE ORDER FOR SECURITY CAMERAS - PLANNING, DEVELOPMENT & FACILITIES	11,500.00

LOCAL RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO3W-220000001385	SOF SURFACES INC. MAINTENANCE AND REPAIR MATERIALS FOR CLARK MAGNET HIGH SCHOOL - FACILITY AND SUPPORT OPERATIONS	13,535.87
PO3W-220000001387	SOF SURFACES INC. MAINTENANCE & REPAIR MATERIALS FOR CRESCENTA VALLEY HIGH SCHOOL - FACILITY & SUPPORT OPERATIONS	17,580.53
PO3W-220000001405	DIRECT MAIL SOURCE INC	287.10
PO3W-220000001412	THE HOME DEPOT PRO (SUPPLYWORKS) CUSTODIAL SUPPLIES - VALLEY VIEW ELEMENTARY SCHOOL	1,069.12
PO3W-220000001436	BSN SPORTS ATHLETIC FIELD EQUIPMENT FOR STENGEL FIELD - FACILITY & SUPPORT OPERATIONS	11,091.64
PO3W-220000001478	VISTA PAINT CORPORTION LINELAZER STRIPING EQUIPMENT - FACILITY & SUPPORT OPERATIONS	4,814.58
PO3W-220000001487	NIPPON SHOSEKI HANBAI, INC. INSTRUCTIONAL MATERIALS - DUNSMORE ELEMENTARY SCHOOL	1,927.45
PO3W-220000001503	ROBOT SHOP	41.89
PO3W-220000001506	NIPPON SHOSEKI HANBAI, INC. INSTRUCTIONAL MATERIALS - GLENDALE HIGH SCHOOL	1,427.74
	TOTAL	181,641.36
	CHILD DEVELOPMENT FUND	
PO3W-220000001455	ORIENTAL TRADING INC.	128.20
	TOTAL	128.20
	FOOD SERVICES FUND	
PO1-220000002453	OFFICE DEPOT EDIBLE SUPPLIES FOR ALL SCHOOL SITES - FOOD SERVICES	5,727.75
PO1-220000002487	JOHNSTONE SUPPLY	443.82
PO1-220000002488	PLUMBING AND INDUSTRIAL SUPPLY	279.53
PO1-220000002489	INDUSTRIAL METAL SUPPLY CO.	582.21
PO1-220000002516	PARTS TOWN, LLC	79.29
PO3W-220000001505	GRAINGER SAFETY CONTROL BARRIERS - GLENDALE HIGH SCHOOL - FOOD SERVICES	3,792.51
	TOTAL	10,905.11

LOCAL RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO1-220000002500	SCOTTY'S INDUSTRIAL PRODUCTS	25.53
PO1-220000002504	GRAINGER	43.23
PO1-220000002508	AA1 GRAPHICS & SIGNS	667.02
PO1-220000002512	B & H PHOTO VIDEO	164.55
PO1-220000002532	SCOTTY'S INDUSTRIAL PRODUCTS	391.11
PO1-220000002533	MYRNA MEDINA	66.00
PO1-220000002534	CITY OF GLENDALE ALARM PROGRAM	115.15
PO1-220000002535	SPORTS FOR LEARNING SERVICE AGREEMENT TO PROVIDE SOCIAL EMOTIONAL LEARNING PROGRAM THROUGH SPORTS GAMES - DUNSMORE ELEMENTARY SCHOOL	10,378.75
PO1-220000002544	AMERICAN EXPRESS CPS TARGET - PURCHASE OF GIFT CARDS - STUDENT WELLNESS	2,000.00
PO1-220000002545	AA1 GRAPHICS & SIGNS	500.54
PO1-220000002546	DECKER EQUIPMENT/SCHOOL FIX	486.09
PO1-220000002556	STUMBAUGH & ASSOCIATES, INC.	106.94
PO1-220000002557	DECKER EQUIPMENT/SCHOOL FIX	92.67
PO1-220000002558	PACIFIC RADIO ELECTRONICS	207.48
PO1-220000002559	TECHNICAL AIR CORPORATION REPAIR AND MAINTENANCE SERVICES - FACILITY & SUPPORT OPERATIONS	1,560.00
PO1-220000002560	RUSSELL SIGLER INC REPAIR AND MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	3,252.38
PO1-220000002563	MONTGOMERY HARDWARE COMPANY REPLACEMENT OF DOUBLE DOOR AT CRESCENTA VALLEY HIGH SCHOOL - FACILITY & SUPPORT OPERATIONS	8,960.02
PO1-220000002564	U.S. AIR CONDITIONING AIR CONDITIONING EQUIPMENT - FACILITY & SUPPORT OPERATIONS	4,358.19
PO1-220000002565	EWING IRRIGATION PRODUCTS MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	1,019.81
PO1-220000002574	JULIETTE ANCELIN PROVIDE ASSISTANCE AND LANGUAGE SUPPORT TO THE FRENCH FLAG PROGRAM, BOARD APPROVED 9/28/2021 - FRANKLIN ELEMENTARY SCHOOL	5,000.00
PO1-220000002578	CART MART INC	250.44
PO1-220000002580	DALE BASINGAT UNIFORMS FOR STAFF - FREMONT ELEMENTARY SCHOOL	1,255.20
PO1-220000002621	SCHOOLDUDE.COM MAINTENANCE SERVICE RENEWAL - FACILITY & SUPPORT OPERATIONS	36,782.13

LOCAL RESTRICTED RESOURCES

PO NUMBER	VENDOR	AMOUNT
PO1-220000002393	GARCIA'S FENCE CORP.	2,890.00
	SERVICE AGREEMENT FOR FENCING SERVING - FACILITY & SUPPORT OPERATIONS	
PO1-220000002394	GARCIA'S FENCE CORP.	4,500.00
	SERVICE AGREEMENT FOR FENCING SERVING - FACILITY & SUPPORT OPERATIONS	
PO1-220000002396	DEPARTMENT OF SOCIAL SERVICES	484.00
PO1-220000002397	HEARTLAND CUSTOMER SOLUTIONS, LLC	587.31
PO1-220000002399	IBOOKPARK INC	2,765.08
	INSTRUCTIONAL MATERIALS - EDUCATIONAL SERVICES	
PO1-220000002400	ADEMCO INC., DBA ADI	102.08
PO1-220000002401	ULINE SHIPPING SUPPLY	1,172.45
	OUTDOOR FURNITURE - FACILITY & SUPPORT OPERATIONS	
PO1-220000002402	APPLE VALLEY COMMUNICATIONS	7,976.67
	MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	
PO1-220000002403	CALIFORNIA SMOG & TEST ONLY	70.00
PO1-220000002406	HEARTLAND CUSTOMER SOLUTIONS, LLC	236.97
PO1-220000002408	JB MECHANICAL & PLUMBING SUPPLIES	3,366.65
	MAINTENANCE SUPPLIES - FACILITY & SUPPORT OPERATIONS	
PO1-220000002409	HEARTLAND CUSTOMER SOLUTIONS, LLC	270.00
PO1-220000002410	KAMRAN & COMPANY, INC	7,462.79
	ICE MAKING EQUIPMENT- FACILITY & SUPPORT OPERATIONS	
PO1-220000002411	SOUTHERN CALIFORNIA FLAGPOLE CO INC	496.12
PO1-220000002413	CHEROKEE CHEMICAL CO. INC	818.61
PO1-220000002415	AUTO ZONE PARTS, INC	46.14
PO1-220000002438	TOOL SHACK	122.05
PO1-220000002439	CITY OF GLENDALE FIRE DEPARTMENT	5,998.00
	CITY OF GLENDALE FIRE ANNUAL CERTIFIED UNIFIED PERMIT - FACILITY & SUPPORT OPERATIONS	
PO1-220000002459	CORNELL UNIVERSITY	60.00
PO1-220000002478	SARA CAMPBELL	5,040.00
	CONSULTANT TO PROVIDE MUSIC INSTRUCTION TO STUDENTS, BOARD APPROVED 10/12/2021 - MUIR ELEMENTARY SCHOOL	
PO1-220000002479	HOPE KIKUCHI	6,000.00
	CONSULTANT TO PROVIDE MUSIC INSTRUCTION TO STUDENTS, BOARD APPROVED 10/12/20201 - MUIR ELEMENTARY SCHOOL	
PO1-220000002490	SUNBELT RENTALS, INC	1,717.29
	HEAVY EQUIPMENT RENTALS - FACILITY & SUPPORT OPERATIONS	

STATE RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO1-220000002615	TPR EDUCATION LLC INSTRUCTIONAL LICENSE RENEWAL - COLLEGE VIEW SCHOOL	5,500.00
PO1-220000002616	WINDTREE FOUNDATION SERVICE AGREEMENT TO PROVIDE ONLINE PROGRAMMING LESSONS - MOUNTAIN AVENUE ELEMENTARY SCHOOL	27,500.00
PO1-220000002624	WEST SHIELD ADOLESCENT SERVICES REIMBURSEMENT FOR SERVICES PROVIDED TO ANNABELLE DOBBS - SPECIAL EDUCATION	4,214.50
PO1-220000002627	BOOMERANG PROJECT CONFERENCE EXPENSES - ROSEMONT MIDDLE SCHOOL	15,225.00
PO3W-220000001382	JAZZ-Z BEAUTY PRODUCTS, INC. COSMETOLOGY PRODUCTS AND EQUIPMENT - GLENDALE HIGH SCHOOL	3,387.22
PO3W-220000001384	BEAR COMMUNICATIONS INC DBA BEARCOM RADIOS - TOLL MIDDLE SCHOOL	3,274.43
PO3W-220000001390	AMAZON CAPITAL SERVICES, INC.	40.78
PO3W-220000001392	AREY JONES EDUCATIONAL SOLUTIONS	333.90
PO3W-220000001399	AMAZON CAPITAL SERVICES, INC.	212.63
PO3W-220000001404	AMAZON CAPITAL SERVICES, INC.	81.56
PO3W-220000001407	AMAZON CAPITAL SERVICES, INC.	77.00
PO3W-220000001409	THE HOME DEPOT PRO (SUPPLYWORKS)	369.89
PO3W-220000001424	CENTER FOR THE COLLABORATIVE CLASSROOM INSTRUCTIONAL MATERIALS - KEPPEL ELEMENTARY SCHOOL	9,193.94
PO3W-220000001427	CENGAGE LEARNING COSMETOLOGY BOOKS - GLENDALE HIGH SCHOOL	4,939.20
PO3W-220000001439	DEMCO OFFICE FURNITURE RELATED TO COVID 19 FOR WELLNESS CENTER - CLARK MAGNET HIGH SCHOOL	4,751.94
PO3W-220000001441	OFFICE DEPOT	66.12
PO3W-220000001457	OFFICE DEPOT	124.35
PO3W-220000001474	DISPLAYS2GO	341.26
PO3W-220000001498	B & H PHOTO VIDEO	248.11
PO3W-220000001500	CDW GOVERNMENT COMPUTER EQUIPMENT - CLARK MAGNET HIGH SCHOOL	1,386.95
PO3W-220000001533	QUALITY SCIENCE LABS, LLC INSTRUCTIONAL MATERIALS FOR VERDUGO ACADEMY - DAILY HIGH SCHOOL	2,613.93
	TOTAL	522,062.11

STATE RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO1-220000002509	FOLLETT SCHOOL SOLUTIONS, INC.	189.24
PO1-220000002515	TUMBLEWEED PRESS INC.	719.10
PO1-220000002519	EDWIN & LOUSINA HOVSEPIAN BLANKET PURCHASE ORDER FOR PARENT REIMBURSEMENT - SPECIAL EDUCATION	3,000.00
PO1-220000002523	YESACCESSIBLE	150.00
PO1-220000002524	EDPUZZLE, INC LICENSE RENEWAL - ROSEMONT MIDDLE SCHOOL	1,377.50
PO1-220000002525	SAN BERNARDINO COUNTY (SBCSS)	75.00
PO1-220000002526	IMAGINE LEARNING INC. LICENSE RENEWAL - MANN ELEMENTARY SCHOOL	6,948.00
PO1-220000002538	LA CUSTOM CRAFT OFFICE SUPPLIES - VERDUGO WOODLANDS ELEMENTARY SCHOOL	1,786.06
PO1-220000002540	SCHOLASTIC INC. LICENSE RENEWALS - MANN ELEMENTARY SCHOOL	9,000.00
PO1-220000002551	LAW OFFICES OF HENRY TOVMASSIAN PROFESSIONAL SERVICES - SPECIAL EDUCATION	17,000.00
PO1-220000002552	RIVERS LAW INC PROFESSIONAL SERVICES - SPECIAL EDUCATION	7,400.00
PO1-220000002553	RIVERS LAW INC PROFESSIONAL SERVICES - SPECIAL EDUCATION	6,850.00
PO1-220000002581	MINDGARDEN CORPORATION SERVICE AGREEMENT TO PROVIDE ASSISTIVE TECHNOLOGY ASSESSMENTS AND IEP SERVICES - SPECIAL EDUCATION	14,900.00
PO1-220000002587	WATERFORD INSTRUCTIONAL LICENSES - MANN ELEMENTARY SCHOOL	20,568.65
PO1-220000002591	MARIA WHITFORD BLANKET PURCHASE ORDER FOR PARENT REIMBUSEMENT - SPECIAL EDUCATION	100,000.00
PO1-220000002594	AMAZON CAPITAL SERVICES, INC.	800.00
PO1-220000002601	STACY MORHAR CONSULTANT TO PROVIDE INDIVIDUAL COUNSELING AND ASSESSMENTS, BOARD APPROVED 12/14/2021 - SPECIAL EDUCATION	30,000.00
PO1-220000002603	MINDFUL LEARNING CENTER SERVICE AGREEMENT TO PROVIDE AFTERSCHOOL ENRICHMENT PROGRAM - BALBOA ELEMENTARY SCHOOL	136,403.48

STATE RESTRICTED RESOURCES

PO NUMBER	VENDOR	AMOUNT
PO1-220000002360	DR. DAVID DZHRNAZYAN JERNAZIAN CONSULTANT TO PROVIDE COUNSELING AND MENTAL HEALTH SUPPORT SERVICES, BOARD APPROVED 11/2/2021 - RELATED TO COVID 19 - CLARK MAGNET HIGH SCHOOL	30,000.00
PO1-220000002390	DISCOVERY EDUCATION SOFTWARE LICENSE - GLENOAKS ELEMENTARY SCHOOL	4,000.00
PO1-220000002395	RENAISSANCE LEARNING INC INSTRUCTIONAL SUBSCRIPTION - MANN ELEMENTARY SCHOOL	7,050.00
PO1-220000002398	BURBANK UNIFIED SCHOOL DIST	701.11
PO1-220000002414	GOPHER	872.19
PO1-220000002416	AMERICAN EXPRESS CPS RENAISSANCE PALM SPRINGS HOTEL - CONFERENCE EXPENSES - EDUCATIONAL SERVICES	312.56
PO1-220000002417	AMERICAN EXPRESS CPS COURTYARD BY MARRIOTT PALM SPRINGS - CONFERENCE EXPENSES - EDUCATIONAL SERVICES	505.81
PO1-220000002434	BRAIN POP INSTRUCTIONAL SOFTWARE SUBSCRIPTION - MANN ELEMENTARY SCHOOL	4,146.25
PO1-220000002436	LA CANADA UNIFIED SCHOOL DISTRICT REIMBURSEMENT FOR AUDIO EQUIPMENT - FOOTHILL SELPA	2,099.99
PO1-220000002437	BURBANK UNIFIED SCHOOL DIST REIMBURSEMENT FOR INSRUCTIONAL MATERIALS - FOOTHILL SELPA	5,816.25
PO1-220000002440	CREATIVE HAIR TOOLS INSTRUCTIONAL SUPPLIES - GLENDALE HIGH SCHOOL	1,642.73
PO1-220000002444	THE KOREA TIMES L.A., INC.	498.00
PO1-220000002449	WENDY SHEM YEH CONSULTANT TO PROVIDE VISION THERAPY AND EVALUATION, BOARD APPROVED 11/16/2021 - SPECIAL EDUCATION	20,000.00
PO1-220000002451	ARMENIAN MEDIA NETWORK	219.00
PO1-220000002474	BLUEJACK KIDS INSTRUCTIONAL LICENSE - SPECIAL EDUCATION	1,920.00
PO1-220000002480	ACSA FOUNDATION FOR EDUCATIONAL ADMIN	550.00
PO1-220000002481	LOS ANGELES COUNTY OFFICE OF EDUCATION	250.00
PO1-220000002485	LOS ANGELES COUNTY OFFICE OF EDUCATION	125.00
PO1-220000002486	LOS ANGELES COUNTY OFFICE OF EDUCATION	250.00
PO1-220000002492	BURBANK UNIFIED SCHOOL DIST	53.48

FEDERAL RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO3W-220000001428	VIRCO INC.	198.87
PO3W-220000001430	AMAZON CAPITAL SERVICES, INC.	1,438.73
	AUDIOVISUAL EQUIPMENT FOR CHAMLIAN ARMENIAN PRIVATE SCHOOL - EQUITY, ACCESS & FAMILY ENGAGEMENT	
PO3W-220000001431	CAROLINA BIOLOGICAL SUPPLY CO.	474.84
PO3W-220000001445	THE DUMBELL MAN	1,001.10
	PE SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	
PO3W-220000001446	APPLE COMPUTER	504.84
PO3W-220000001467	CDW GOVERNMENT	50.83
PO3W-220000001471	ABLENET, INC	137.81
PO3W-220000001472	SUPER DUPER PUBLICATIONS	258.85
PO3W-220000001473	SOCIAL THINKING	53.83
PO3W-220000001483	VETERAN BUILDING MAINTENANCE, LLC	146,632.50
	EMERGENCY PURCHASE OF PPE SUPPLIES RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	
PO3W-220000001489	SCHOOL SPECIALTY LLC	440.59
PO3W-220000001495	OFFICE DEPOT	11,749.34
	AERAMAX FILTERS RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	
PO3W-220000001499	LAKESHORE LEARNING	34.55
PO3W-220000001501	REVOLVE MEDICAL SUPPLIES, INC	250,047.00
	ANTIGENT TEST KIT RELATED TO COVID 19 - FACILITY AND SUPPORT OPERATIONS	
PO3W-220000001509	VETERAN BUILDING MAINTENANCE, LLC	109,147.50
	EMERGENCY PURCHASE OF PPE SUPPLIES RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	
PO3W-220000001529	S & S WORLDWIDE	226.59
PO3W-220000001535	OFFICE DEPOT	55,014.75
	AIR PURIFIER RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	
	TOTAL	1,909,818.06

FEDERAL RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO1-220000002482	PRO-ED	230.42
PO1-220000002493	BURBANK UNIFIED SCHOOL DIST	250.00
PO1-220000002549	RENAISSANCE LEARNING INC INSTRUCTIONAL SOFTWARE LICENSE - R.D. WHITE ELEMENTARY SCHOOL	3,750.00
PO1-220000002550	BRAIN POP	896.25
PO1-220000002575	WESTERN PSYCHOLOGICAL SERVICES	485.17
PO1-220000002584	CDW GOVERNMENT COMPUTER EQUIPMENT - BALBOA ELEMENTARY SCHOOL	1,071.63
PO1-220000002590	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA ECOSPHERE ASSOCIATES - INSTRUCTIONAL MATERIALS & SUPPLIES - GLENDALE HIGH SCHOOL	1,014.06
PO1-220000002592	SCHOLASTIC INC	422.65
PO1-220000002593	DIVISION OF THE STATE ARCHITECT DSA PLAN REVIEW FEE - PLANNING, DEVELOPMENT & FACILITIES	12,130.00
PO1-220000002602	CABE- CAL ASSOC. FOR BILINGUAL EDUCATION CONFERENCE EXPENSES - HOOVER HIGH SCHOOL	1,350.00
PO1-220000002604	AMB GROUP INC. AWARD OF BID #226-21/22, HVAC PROJECT AT ROSEMONT MIDDLE SCHOOL PE LOCKER ROOMS - PLANNING, DEVELOPMENT & FACILITIES	226,800.00
PO1-220000002606	AMB GROUP INC. AWARD OF BID #227-21/22, HVAC PROJECT AT TOLL MIDDLE SCHOOL PE LOCKER ROOMS - PLANNING, DEVELOPMENT & FACILITIES	228,250.00
PO1-220000002607	AMB GROUP INC. AWARD OF BID #222-21/22, HVAC PROJECT AT CLARK MAGNET HIGH SCHOOL - PLANNING, DEVELOPMENT & FACILITIES	227,500.00
PO1-220000002614	BLOOKET LLC	143.52
PO1-220000002617	HOME DEPOT CREDIT SERVICES	195.25
PO1-220000002622	LACOE	180.00
PO1-220000002626	APPLE COMPUTER APPLE CREDIT VOUCHER - SPECIAL EDUCATION	2,000.00
PO3W-220000001393	VIRCO INC.	165.79
PO3W-220000001398	CTBOOK HOLDINGS LLC DBA BULK BOOKSTORE	616.71
PO3W-220000001421	GOPHER	230.97
PO3W-220000001422	VETERAN BUILDING MAINTENANCE, LLC REPLACEMENT FILTERS RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	23,149.19

UNRESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO3W-220000001492	WAXIE SANITARY SUPPLY	332.62
PO3W-220000001493	AMAZON CAPITAL SERVICES, INC.	219.95
PO3W-220000001494	FASTENAL COMPANY	2,049.99
	CUSTODIAL SUPPLIES - GLENDALE HIGH SCHOOL	
PO3W-220000001502	PALOS SPORTS INC	239.22
PO3W-220000001504	OFFICE DEPOT	372.78
PO3W-220000001507	CODE REV KIDS, INC	1,278.46
	INSTRUCTIONAL MATERIALS - GLENDALE HIGH SCHOOL	
PO3W-220000001508	BURBANK PRINTING	37.49
PO3W-220000001510	AMAZON CAPITAL SERVICES, INC.	328.59
PO3W-220000001528	ROWMAN & LITTLEFIELD PUBLISHING GROUP INC.	2,448.25
	TEXTBOOKS - EDUCATIONAL SERVICES	
PO3W-220000001530	PUREBUTTONS.COM LLC	465.13
PO3W-220000001531	QUALITY LOGO PRODUCTS, INC.	403.52
PO3W-220000001532	STANDOUT STICKERS INC.	226.78
PO3W-220000001534	LAKESHORE LEARNING	60.58
	TOTAL	268,142.73

FEDERAL RESTRICTED RESOURCES

PO1-220000002381	SOWN TO GROW, INC.	4,000.00
	INSTRUCTIONAL SOFTWARE LICENSE - ROOSEVELT MIDDLE SCHOOL	
PO1-220000002424	ROBERT RIVEST	700.00
PO1-220000002430	HARLEY ELLIS DEVEREAUX CORP	198,000.00
	PROFESSIONAL SERVICES - PLANNING, DEVELOPMENT & FACILITIES	
PO1-220000002435	WINSOR LEARNING, INC	3,503.93
	INSTRUCTIONAL MATERIALS - SPECIAL EDUCATION	
PO1-220000002458	ACCO ENGINEERING SYSTEMS, inc	387,321.00
	AWARD OF BID #221-21/22, HVAC REPLACEMENT AT THE ADMINISTRATION BUILDING - PLANNING, DEVELOPMENT & FACILITIES	
PO1-220000002465	LITERACY EDUCATION SERVICES LLC	249.00
PO1-220000002466	ACCO ENGINEERING SYSTEMS, inc	5,400.00
	SERVICE AGREEMENT FOR ENGINEERING AND DESIGN SERVICES - PLANNING, DEVELOPMENT & FACILITIES	
PO1-220000002473	OFFICE DEPOT	2,400.00
	BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS & SUPPLIES - COLUMBUS ELEMENTARY SCHOOL	

UNRESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO3W-220000001425	COMPLETE BUSINESS SYSTEMS	1,112.38
	PRINTING SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	
PO3W-220000001426	VETERAN BUILDING MAINTENANCE, LLC	17,594.97
	WAREHOUSE STOCK - PROCUREMENT & CONTRACT SERVICES	
PO3W-220000001429	BURBANK PRINTING	112.47
PO3W-220000001432	MC MASTER-CARR SUPPLY COMPANY	62.92
PO3W-220000001435	HOME DEPOT CREDIT SERVICES	337.23
PO3W-220000001437	COMPLETE BUSINESS SYSTEMS	2,743.48
	OFFICE SUPPLIES - TOLL MIDDLE SCHOOL	
PO3W-220000001443	OFFICE DEPOT	308.69
PO3W-220000001444	CDW GOVERNMENT	333.70
PO3W-220000001447	RANCHO JANITORIAL	871.77
PO3W-220000001448	CLEAN SWEEP SUPPLY CO INC	1,297.10
	CUSTODIAL SUPPLIES - CERRITOS ELEMENTARY SCHOOL	
PO3W-220000001449	BURBANK PRINTING	74.97
PO3W-220000001450	RIVERSIDE RUBBER STAMP AND ENGRAVING	102.24
PO3W-220000001453	RIVERSIDE RUBBER STAMP AND ENGRAVING	23.65
PO3W-220000001454	SCHOOL HEALTH CORP.	1,450.79
	HEALTH SERVICES SUPPLIES - HEALTH SERVICES	
PO3W-220000001456	THE HOME DEPOT PRO (SUPPLYWORKS)	139.74
PO3W-220000001461	BEAR COMMUNICATIONS INC DBA BEARCOM	859.96
PO3W-220000001462	ZANY GRAPHICS, INC.	297.75
PO3W-220000001464	PURELAND SUPPLY LLC	118.45
PO3W-220000001465	NCS PEARSON, INC.	252.43
PO3W-220000001468	CLEAN SWEEP SUPPLY CO INC	354.19
PO3W-220000001469	AREY JONES EDUCATIONAL SOLUTIONS	734.36
PO3W-220000001470	FREE SPIRIT PUBLISHING INC	342.94
PO3W-220000001476	B & H PHOTO VIDEO	4,101.07
	CINEMATOGRAPHY EQUIPMENT - CLARK MAGNET HIGH SCHOOL	
PO3W-220000001479	CDW GOVERNMENT	394.66
PO3W-220000001480	CDW GOVERNMENT	383.21
PO3W-220000001481	WILLIAM V. MACGILL & CO.	73.87
PO3W-220000001482	IMAGEWORKS PES INC.	491.35
PO3W-220000001484	SCHOOL HEALTH CORP.	1,907.79
	HEALTH SUPPLIES - GLENOAKS ELEMENTARY SCHOOL	
PO3W-220000001485	CDW GOVERNMENT	357.29
PO3W-220000001486	ZANER-BLOSER	341.78
PO3W-220000001488	INDUSTRIAL METAL SUPPLY CO.	2,734.97
	INSTRUCTIONAL MATERIALS - CLARK MAGNET HIGH SCHOOL	
PO3W-220000001490	OFFICE DEPOT	713.08
PO3W-220000001491	GALE SUPPLY COMPANY	865.10

UNRESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO1-220000002596	BURBANK PRINTING	369.34
PO1-220000002598	CRESCENTA VALLEY HIGH SCHOOL-ASB	325.00
PO1-220000002599	AMERICAN EXPRESS CPS	99.00
	EDUCATION ADMIN WEB ADVISOR - CONFERENCE EXPENSES - EDUCATIONAL SERVICES	
PO1-220000002600	COMPLETE BUSINESS SYSTEMS	500.00
PO1-220000002605	PREMIER LIGHTING & PRODUCTION	151.01
PO1-220000002608	PREMIER LIGHTING & PRODUCTION	317.74
PO1-220000002619	LANGUAGE TESTING INTERNATIONAL INC	5,910.00
	TESTING FEE FOR FLAG STUDENTS - EDUCATIONAL SERVICES	
PO1-220000002620	SCHOOL SPECIALTY LLC	160.48
PO1-220000002623	U.S. BANK	1,000.00
	2016 LEASE/PURCHASE AGREEMENT (CREBS) - BUSINESS SERVICES	
PO1-220000002625	CLIFTONLARSONALLEN LLP	25,750.00
	2020-2021 AUDITING SERVICES - FINANCIAL SERVICES	
PO3W-220000001223	ORIENTAL TRADING INC.	41.10
PO3W-220000001380	IPEVO INC.	362.72
PO3W-220000001383	BEAR COMMUNICATIONS INC DBA BEARCOM	1,659.26
	RADIOS - HOOVER HIGH SCHOOL	
PO3W-220000001388	OFFICE DEPOT	1,488.46
	OFFICE FURNITURE - WILSON MIDDLE SCHOOL	
PO3W-220000001389	CDW GOVERNMENT	1,130.81
	COMPUTER EQUIPMENT - EQUITY, ACCESS & FAMILY ENGAGEMENT	
PO3W-220000001396	KEY CODE MEDIA, INC.	595.00
PO3W-220000001400	THE HOME DEPOT PRO (SUPPLYWORKS)	669.44
PO3W-220000001401	AMAZON CAPITAL SERVICES, INC.	60.63
PO3W-220000001402	AMAZON CAPITAL SERVICES, INC.	15.42
PO3W-220000001403	BARNES & NOBLE	696.82
PO3W-220000001408	S & S WORLDWIDE	146.39
PO3W-220000001413	THE HOME DEPOT PRO (SUPPLYWORKS)	104.31
PO3W-220000001414	THE HOME DEPOT PRO (SUPPLYWORKS)	1,878.52
	CUSTODIAL SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	
PO3W-220000001416	THE HOME DEPOT PRO (SUPPLYWORKS)	1,590.94
	CUSTODIAL SUPPLIES - EDISON ELEMENTARY SCHOOL	
PO3W-220000001419	CDW GOVERNMENT	501.64
PO3W-220000001420	AMAZON CAPITAL SERVICES, INC.	122.51
PO3W-220000001423	THE HOME DEPOT PRO (SUPPLYWORKS)	27,700.61
	WAREHOUSE STOCK - PROCUREMENT & CONTRACT SERVICES	

UNRESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO1-220000002529	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES - MARSHALL ELEMENTARY SCHOOL	4,000.00
PO1-220000002531	FIRST STUDENT BLANKET PURCHASE ORDER FOR TRANSPORTATION SERVICES - HOOVER HIGH SCHOOL	5,000.00
PO1-220000002536	CALIFORNIA COUNCIL FOR SOCIAL SCIENCE	834.40
PO1-220000002537	FAMILY, CAREER AND COMMUNITY LEADERS	150.00
PO1-220000002539	AMERICAN FINGERPRINTING LIVESCAN	132.00
PO1-220000002541	LEARNING A-Z	990.00
PO1-220000002542	CHARLES MUSIC MUSICAL INSTRUMENTS - MUIR ELEMENTARY SCHOOL	1,039.66
PO1-220000002543	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA WESTERN ACADEMY SUPPORT TRAINING CENTER - CONFERENCE EXPENSES - DAILY HIGH SCHOOL	50.00
PO1-220000002548	COMPUTER & PERIPHERALS GROUP INC ANNUAL MAINTENANCE CONTRACT FOR VARIOUS SITES - SECONDARY SERVICES	6,545.25
PO1-220000002554	TOON BOOM ANIMATION INC. INSTRUCTIONAL LICENSES - GLENDALE HIGH SCHOOL	2,318.96
PO1-220000002555	APPLIED EDUCATIONAL SYSTEMS	70.00
PO1-220000002562	ASCEND LEARNING HOLDINGS, LLC	224.00
PO1-220000002567	D2L LTD	380.00
PO1-220000002568	COREL INC.	130.80
PO1-220000002569	ATIXA	499.00
PO1-220000002570	CLARIS INTERNATIONAL INC	357.80
PO1-220000002571	GOSIGER HOLDINGS	580.00
PO1-220000002573	ATIXA	499.00
PO1-220000002576	THE AMGRAPH GROUP CUSTOM ENROLLMENT BANNERS - PUBLIC INFORMATION	7,004.00
PO1-220000002577	COPY NETWORK	421.16
PO1-220000002579	JOURNEYED.COM INC	230.00
PO1-220000002582	AMERICAN EXPRESS CPS PORTOS BAKERY - EDIBLE SUPPLIES - EDUCATIONAL SERVICES	500.00
PO1-220000002586	AMERICAN EXPRESS CPS CANVA.COM - SUBSCRIPTION RENEWAL - PUBLIC INFORMATION	119.40
PO1-220000002588	CONCORD THEATRICALS CORP	896.24
PO1-220000002595	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL MATERIALS & SUPPLIES - BALBOA ELEMENTARY SCHOOL	4,000.00

UNRESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO1-220000002477	FOLLETT SCHOOL SOLUTIONS, INC.	200.00
PO1-220000002491	CFS TAX SOFTWARE, INC	144.86
PO1-220000002494	JOURNEYED.COM INC	115.00
PO1-220000002495	JIM'S MUSICAL INSTRUMENT REPAIR	117.19
PO1-220000002496	OUTLOOK NEWSPAPER	315.00
PO1-220000002497	TEK TIME SYSTEMS, INC	264.82
PO1-220000002498	PUREWAY COMPLIANCE, INC	268.36
PO1-220000002499	LANGUAGE TESTING INTERNATIONAL INC TESTING FEE FOR FLAG STUDENTS - EDUCATIONAL SERVICES	8,685.00
PO1-220000002501	LAWN & CONSTRUCTION EQUIPMENT DEPOT INC	788.26
PO1-220000002502	BURBANK IRRIGATION SUPPLY	744.19
PO1-220000002503	GLENDALE BUILDER'S SUPPLIES	50.62
PO1-220000002504	GRAINGER CUSTODIAL SUPPLIES - FACILITY & SUPPORT OPERATIONS	7,599.20
PO1-220000002505	ADORAMA BLANKET PURCHASE ORDER FOR ART DEPARTMENT - CRESCENTA VALLEY HIGH SCHOOL	4,000.00
PO1-220000002506	SCHOOL SPECIALTY LLC BLANKET PURCHASE ORDER FOR ART DEPARTMENT - CRESCENTA VALLEY HIGH SCHOOL	4,000.00
PO1-220000002511	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR STUDENT PRIZES - LA CRESCENTA ELEMENTAY SCHOOL	2,000.00
PO1-220000002513	CRESCENTA VALLEY ATHLETICS PRINTING SERVICES - CLARK MAGNET HIGH SCHOOL	4,645.14
PO1-220000002514	FITNESS FINDERS INC	179.95
PO1-220000002517	BURBANK PRINTING PRINTING SERVICES - EQUITY, ACCESS & FAMILY ENGAGEMENT	1,696.75
PO1-220000002518	OUTLOOK NEWSPAPER BLANKET PURCHASE ORDER FOR ADVERTISING SERVICES - PROCUREMENT & CONTRACT SERVICES	2,500.00
PO1-220000002520	BOOMERANG PROJECT CONFERENCE EXPENSES - WILSON MIDDLE SCHOOL	9,135.00
PO1-220000002521	XTRAMATH	512.50
PO1-220000002522	ORANGE COUNTY DEPT. OF EDUCATION	150.00
PO1-220000002527	SOLARWINDS SOFTWARE LICENSES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	4,579.20
PO1-220000002528	ORIENTAL TRADING INC. BLANKET PURCHASE ORDER FOR SUPPLIES - MARSHALL ELEMENTARY SCHOOL	1,000.00

UNRESTRICTED RESOURCES

PO NUMBER	VENDOR	AMOUNT
PO1-220000002389	JOURNEYED.COM INC	115.00
PO1-220000002404	NICK'S NURSERY	210.03
PO1-220000002405	OFFICE DEPOT	196.46
PO1-220000002407	IMAGECUBE PRINTING & MAILING SERVICES - STUDENT SUPPORT SERVICES	2,260.78
PO1-220000002412	AIRGAS USA, LLC	393.23
PO1-220000002421	SCHOOLSFIRST FEDERAL CREDIT UNION - VISA KADENZE, INC. - ONLINE ART CURRICULUM - HOOVER HIGH SCHOOL	80.00
PO1-220000002422	RAPTOR TECHNOLOGIES LLC SOFTWARE ACCESS FEE - STUDENT SUPPORT SERVICES	13,307.00
PO1-220000002423	ANKE SECREST CONSULTANT, AS NEEDED, TO TRANSLATE INSTRUCTIONAL MATERIALS, BOARD APPROVED ON 11/16/2021 - EDUCATIONAL SERVICES	1,550.00
PO1-220000002425	HIGH TRAILS, INC VIRTUAL 6TH GRADE ASSEMBLY AT LA CRESCENTA ELEMENTARY SCHOOL - EQUITY,ACCESS & FAMILY ENGAGEMENT	1,456.00
PO1-220000002431	U. S. POSTAL SERVICE	150.00
PO1-220000002441	SCHOOL DISCOUNT SUPPLIES	615.00
PO1-220000002447	AMERICAN EXPRESS CPS RENAISSANCE LAS VEGAS HOTEL - CONFERENCE EXPENSES - CRESCENTA VALLEY HIGH SCHOOL	902.48
PO1-220000002448	FOLLETT SCHOOL SOLUTIONS, INC.	75.00
PO1-220000002452	AVIDEX INDUSTRIES, LLC MICROPHONES - EDUCATIONAL TECHNOLOGY & INFORMATION SERVICES	12,862.70
PO1-220000002455	ATIXA	499.00
PO1-220000002462	AMERICAN EXPRESS CPS CREDENTIAL COUNSELORS & ANALYSTS OF CALIFORNIA - CONFERENCE EXPENSES - HUMAN RESOURSES	107.48
PO1-220000002469	TOOLS FOR SCHOOLS LICENSE RENEWAL - SECONDARY SERVICES	14,999.00
PO1-220000002475	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR INSTRUCTIONAL SUPPLIES AND MATERIALS - ROOSEVELT MIDDLE SCHOOL	2,000.00
PO1-220000002476	AMAZON CAPITAL SERVICES, INC. BLANKET PURCHASE ORDER FOR AWARDS - ROOSEVELT MIDDLE SCHOOL	2,000.00

FEDERAL RESTRICTED RESOURCES (CONTINUATION)

PO NUMBER	VENDOR	AMOUNT
PO3W-220000001428	VIRCO INC.	198.87
PO3W-220000001430	AMAZON CAPITAL SERVICES, INC.	1,438.73
	AUDIOVISUAL EQUIPMENT FOR CHAMLIAN ARMENIAN PRIVATE SCHOOL - EQUITY, ACCESS & FAMILY ENGAGEMENT	
PO3W-220000001431	CAROLINA BIOLOGICAL SUPPLY CO.	474.84
PO3W-220000001445	THE DUMBELL MAN	1,001.10
	PE SUPPLIES - CRESCENTA VALLEY HIGH SCHOOL	
PO3W-220000001446	APPLE COMPUTER	504.84
PO3W-220000001467	CDW GOVERNMENT	50.83
PO3W-220000001471	ABLENET, INC	137.81
PO3W-220000001472	SUPER DUPER PUBLICATIONS	258.85
PO3W-220000001473	SOCIAL THINKING	53.83
PO3W-220000001483	VETERAN BUILDING MAINTENANCE, LLC	146,632.50
	EMERGENCY PURCHASE OF PPE SUPPLIES RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	
PO3W-220000001489	SCHOOL SPECIALTY LLC	440.59
PO3W-220000001495	OFFICE DEPOT	11,749.34
	AERAMAX FILTERS RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	
PO3W-220000001499	LAKESHORE LEARNING	34.55
PO3W-220000001501	REVOLVE MEDICAL SUPPLIES, INC	250,047.00
	ANTIGENT TEST KIT RELATED TO COVID 19 - FACILITY AND SUPPORT OPERATIONS	
PO3W-220000001509	VETERAN BUILDING MAINTENANCE, LLC	109,147.50
	EMERGENCY PURCHASE OF PPE SUPPLIES RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	
PO3W-220000001529	S & S WORLDWIDE	226.59
PO3W-220000001535	OFFICE DEPOT	55,014.75
	AIR PURIFIER RELATED TO COVID 19 - PROCUREMENT & CONTRACT SERVICES	
	TOTAL	1,909,818.06

LIST OF PO CHANGE ORDERS
DURING THE PERIOD OF 12/6/2021 THROUGH 1/7/2022
CONSENT CALENDAR NO. 5 - JANUARY 18, 2022

Change Order Date	PO#	Vendor	Reason of Change	Original Amount	Net Increase / Decrease	New Total
12/8/2021	PO1-220000000640	GRAINGER	INCREASED PO TO COVER FUTURE INVOICES	$20,000.00	$20,000.00	$40,000.00
12/8/2021	PO1-220000000489	K.G. VENTURES	INCREASED PO TO COVER FUTURE INVOICES	$100,000.00	$100,000.00	$200,000.00
12/15/2021	PO1-220000001705	THE SERVICE COMPANIES, INC	INCRASED PO TO COVER FUTURE INVOICES	$80,000.00	$320,000.00	$400,000.00
12/15/2021	PO1-220000000540	OFFICE DEPOT	INCREASE PO FOR ADDITIONAL PURCHASES	$4,000.00	$2,000.00	$6,000.00
12/13/2021	PO1-220000000541	AMAZON	INCREASE PO FOR ADDITIONAL PURCHASES	$2,000.00	$2,000.00	$4,000.00
12/20/2021	PO1-220000002051	SUNPOWER CORP.	INCREASED PO TO COVER INVOICES RECEIVED.	$6,939.64	$2,196.72	$9,136.36
12/20/2021	PO1-220000002053	SUNPOWER CORP.	INCREASED PO TO COVER INVOICES RECEIVED.	$3,090.19	$822.25	$3,912.44
12/21/2021	PO1-220000000599	AMAZON	INCREASED PO FOR ADDITIONAL PURCHASES	$5,000.00	$5,000.00	$10,000.00
12/21/2021	PO1-220000001388	NATIONAL CONSTRUCTION RENTALS	INCREASED PO TO EXTEND THE RENTAL PERIOD	$8,916.52	$957.00	$9,873.52
1/6/2022	PO1-220000000847	AMAZON	INCREASED PO FOR ADDITIONAL PURCASES	$4,000.00	$7,000.00	$11,000.00
1/7/2022	PO1-220000002330	SOUTHWEST SCHOOL SUPPLY	INCREASED PO FOR ADDITIONAL PURCHASES	$10,000.00	$5,000.00	$15,000.00

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

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:	**Appropriation Transfer and Budget Revision Report**

The Superintendent recommends that the Board of Education approve Appropriation Transfers and Budget Revisions for Fund 01.0 Unrestricted and Restricted, Fund 21.1 and Fund 40.1.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

GLENDALE UNIFIED SCHOOL DISTRICT
January 18, 2022
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT REPORT

GENERAL FUND UNRESTRICTED (01.0) Resource Codes 00000.0 thru 19999.0

REVENUES		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099	Local Control Funding Formula	$0	$0
8100-8299	Federal	$0	$0
8300-8599	Other State	$0	$0
8600-8799	Local	$0	$4,520
8910-8999	Transfers In/Contributions	$0	$0
TOTAL REVENUES		$0	$4,520

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	($2,358)	$0
2000	Classified Salaries	$4,402	$0
3000	Employee Benefits	$1,956	$0
4000	Instructional Supplies	$0	$101,095
5000	Contract Services	($4,000)	$68,018
6000	Capital Outlay	$0	$0
7000	Other Outgo/Indirect/Transfers Out	$0	$0
TOTAL BUDGETED APPROPRIATIONS		$0	$169,113

NET INCREASE/DECREASE IN FUND BALANCE	$0	($164,593)

January 18, 2022
BUDGET TRANSFER AND ADJUSTMENT REPORT
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT DETAIL REPORT
GENERAL FUND, UNRESTRICTED (01.0) Resource Codes 00000.0 thru 19999.0

BUDGET TRANSFERS

Dept./School	Program Description	1,000	2,000	3,000	4,000	5,000	6,000	7,000	9,000	Total	Transfer provides funds for:
Columbus	General Fund	0	0	0	0	0	0	0	0	$0	Supplies
Wilson	General Fund	0	0	0	0	0	0	0	0	$0	Supplies
Toll	General Fund	0	0	0	0	0	0	0	0	$0	Supplies
Toll	General Fund	0	0	0	0	0	0	0	0	$0	Supplies
Toll	General Fund	0	0	0	0	0	0	0	0	$0	Services
VARIOUS	Supplemental program	(2,358)	4,402	1,956	0	(4,000)	0	0	0	$0	Classified salaries and Benefits
La Crescenta	General Fund	0	0	0	0	0	0	0	0	$0	Supplies
		($2,358)	**$4,402**	**$1,956**	**$0**	**($4,000)**	**$0**	**$0**	**$0**	**$0**	

Dept./School	Program Description	1,000	2,000	3,000	4,000	5,000	6,000	7,000	9,000	Total	Adjustment appropriates funds for:
Educational Services	Instrumental Music	0	0	0	1,000	0	0	0	0	$1,000	Supplies
Educational Services	Educational Services	0	0	0	0	88	0	0	0	$88	Bus Passes
District-Misc. Income	Unrestricted General Fund	0	0	0	0	0	0	0	317	$317	Recycling
Educational Services	Instrumental Music	0	0	0	95	0	0	0	0	$95	Supplies
District	District	0	0	0	0	130	0	0	0	$130	adjustment - reimbursement
District	District	0	0	0	0	0	0	0	2,890	$2,890	adjustment - reimbursement
District	Gifted & Talented Education	0	0	0	100,000	0	0	0	(100,000)	$0	Gifted & Talented Ed
District	Violence Prevention	0	0	0	0	67,800	0	0	(67,800)	$0	Violence Prevention
		0	0	0	0	0	0	0	0	$0	
		$0	**$0**	**$0**	**$101,095**	**$68,018**	**$0**	**$0**	**($164,593)**	**$4,520**	

Object Codes

1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books & Supplies
5000 Services & Other Operating Supplies
6000 Capital Outlay
7000 Other Outgo
9000 Reserves

GLENDALE UNIFIED SCHOOL DISTRICT
January 18, 2022
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT REPORT

GENERAL FUND RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

REVENUES		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099	Local Control Funding Formula	$0	$0
8100-8299	Federal	$0	$0
8300-8599	Other State	$0	$0
8600-8799	Local	$0	$73,624
8910-8999	Transfers In/Contributions	$0	$0
TOTAL REVENUES		$0	$73,624

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	$0	$0
2000	Classified Salaries	$0	$836
3000	Employee Benefits	$0	$281
4000	Instructional Supplies	$0	$30,257
5000	Contract Services	$0	$46,941
6000	Capital Outlay	$0	$0
7000	Other Outgo/Indirect/Transfers Out	$0	$0
TOTAL BUDGETED APPROPRIATIONS		$0	$78,315

NET INCREASE/DECREASE IN FUND BALANCE	$0	($4,691)

GLENDALE UNIFIED SCHOOL DISTRICT
January 18, 2022
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT REPORT
GENERAL FUND, RESTRICTED (01.0) Resource Codes 20000.0 thru 99999.0

BUDGET TRANSFERS	Program Description	Resource										
Total Budget Trsfrs	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx		**1000**	**2000**	**3000**	**4000**	**5000**	**6000**	**7000**	**9000**	**Total**	**Transfer provides funds for:**
Toll	Donations	95100.0	0	0	0	0	0	0	0	0	$0	Supplies
VARIOUS	TITLE I	30100.0	0	0	0	0	0	0	0	0	$0	Services
			0	0	0	0	0	0	0	0	$0	
			$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	

BUDGET ADJUSTMENTS		**Resource**										
Dept/Site	**Program Description**	**Code**	**1000**	**2000**	**3000**	**4000**	**5000**	**6000**	**7000**	**9000**	**Total**	**Adjustment appropriates funds for:**
Public Information	Pegs Fees	94236.0	0	0	0	(7,610)	0	0	0	0	($7,610)	Adjusment to correct amount
Fremont	School Site Donations	95100.0	0	0	0	250	0	0	0	0	$250	To allocate income
Glenoaks	School Site Donations	95100.0	0	0	0	530	0	0	0	0	$530	To allocate income
GHS	School Site Donations	95100.0	0	836	281	0	0	0	0	0	$1,117	To allocate income
Student Wellness Servic	Donation from City of Hope	94364.0	0	0	0	3,000	2,000	0	0	0	$5,000	To allocate income
Student Wellness Servic	Donation from Kaiser Permanent	94365.0	0	0	0	10,000	10,000	0	0	0	$20,000	To allocate income (supplies and services)
CMHS	Cube Sat Award	94034.0	0	0	0	4,691	0	0	0	(4,691)	$0	Carry-over 20-21
Dunsmore	School Site Donations	95100.0	0	0	0	0	5,000	0	0	0	$5,000	To allocate income
Dunsmore	School Site Donations	95100.0	0	0	0	0	10,379	0	0	0	$10,379	To allocate income (Sports for learning)
EAFE	Donation from Glendale Kiwanis	94003.0	0	0	0	0	500	0	0	0	$500	To allocate income
Wilson	School Site Donations	95100.0	0	0	0	0	8,222	0	0	0	$8,222	To allocate income
Educational Services	Donation from FACE Foundation	94379.0	0	0	0	0	3,000	0	0	0	$3,000	To allocate income (Flag French Program at Franklin)
Lincoln	School Site Donations	95100.0	0	0	0	2,500	0	0	0	0	$2,500	To allocate income
Educational Services	Donation from the JBA Foundatic	94386.0	0	0	0	2,675	0	0	0	0	$2,675	To allocate income (Flag-Japanese prg at Dunsmore)
Educational Services	Donation from the JBA Foundatic	94377.0	0	0	0	1,500	0	0	0	0	$1,500	To allocate income (Flag-Japanese prg at Verdugo W)
Educational Services	Donation from Consulate Genera	94373.0	0	0	0	11,472	0	0	0	0	$11,472	To allocate income (Flag-German prg at Franklin)
Educational Services	School Site Donations	94377.0	0	0	0	250	0	0	0	0	$250	To allocate income
Educational Services	Donation from Fondazione Italia	94372.0	0	0	0	0	7,840	0	0	0	$7,840	To allocate income (Flag-Italian prg at Franklin)
Educational Services	Donation from The Japan Found	94386.0	0	0	0	999	0	0	0	0	$999	To allocate income
			0	0	0	0	0	0	0	0	$0	
	Total Budget Adjustments		**$0**	**$836**	**$281**	**$30,257**	**$46,941**	**$0**	**$0**	**($4,691)**	**$73,624**	

Object Codes
1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books & Supplies
5000 Services & Other Operating Expenses
6000 Capital Outlay
7000 Other Outgo
8000 Income
9000 Designated Reserves

GLENDALE UNIFIED SCHOOL DISTRICT
January 18, 2022
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT REPORT

Measure S Project Fund (21.1)

REVENUES		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099	Revenue Limit	$0	$0
8100-8299	Federal	$0	$0
8300-8599	Other State	$0	$0
8600-8799	Local	$0	$0
8910-8999	Transfers In/Contributions	$0	$3,799,534
TOTAL REVENUES		$0	$3,799,534

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	$0	$0
2000	Classified Salaries	$0	$0
3000	Employee Benefits	$0	$0
4000	Instructional Supplies	$0	$0
5000	Contract Services	$0	$0
6000	Capital Outlay	$0	$3,799,534
7000	Other Outgo/Indirect/Transfers Out	$0	$0
TOTAL BUDGETED APPROPRIATIONS		$0	$3,799,534

NET INCREASE/DECREASE IN FUND BALANCE	$0	$0

GLENDALE UNIFIED SCHOOL DISTRICT
January 18, 2022
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT DETAIL REPORT
MEASURE S PROJECT FUND (21.1)

BUDGET TRANSFERS

Dept.	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
0	0	0	0	0	0	0	0	0	0	$0	
Total Budget Transfers		$0	$0	$0	$0	$0	$0	$0	$0	$0	

BUDGET ADJUSTMENTS

Dept./Site	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Adjustment appropriates funds for:
District	Transfer to Measure S Projects Fund 21.1	0	0	0	0	0	3,799,534	0	0	$3,799,534	Transfer to Measure S Projects Fund 21.1 from Spec. Reserve
Total Budget Adjustments		**$0**	**$0**	**$0**	**$0**	**$0**	**$3,799,534**	**$0**	**$0**	**$3,799,534**	

Object Codes

1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books & Supplies
5000 Services & Other Operating Supplies
6000 Capital Outlay
7000 Other Outgo
8000 Income
9000 Reserves

GLENDALE UNIFIED SCHOOL DISTRICT
January 18, 2022
CONSENT CALENDAR NO. 6
BUDGET TRANSFER AND ADJUSTMENT REPORT

Capital Projects Fund (40.1)

REVENUES		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
8010-8099	Revenue Limit	$0	$0
8100-8299	Federal	$0	$0
8300-8599	Other State	$0	$0
8600-8799	Local	$0	$0
8910-8999	Transfers In/Contributions	$0	$0
TOTAL REVENUES		$0	$0

APPROPRIATION OBJECT		BUDGET TRANSFERS	BUDGET ADJUSTMENTS
1000	Certificated Salaries	$0	$0
2000	Classified Salaries	$0	$0
3000	Employee Benefits	$0	$0
4000	Instructional Supplies	$0	$0
5000	Contract Services	$0	$0
6000	Capital Outlay	$0	$0
7000	Other Outgo/Indirect/Transfers Out	$0	$3,799,534
TOTAL BUDGETED APPROPRIATIONS		$0	$3,799,534

NET INCREASE/DECREASE IN FUND BALANCE	$0	($3,799,534)

GLENDALE UNIFIED SCHOOL DISTRICT
January 18, 2022
CONSENT CALENDAR NO. 6
Capital Projects Fund (40.1) Unrestricted

BUDGET TRANSFERS

Dept.	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Transfer provides funds for:
		0	0	0	0	0	0	0	0	0	
Total Budget Transfers		$0	$0	$0	$0	$0	$0	$0	$0	$0	

BUDGET ADJUSTMENTS

Dept/Site	Program Description	1000	2000	3000	4000	5000	6000	7000	9000	Total	Revision appropriates funds for:
District	Transfer to Measure S Projects Fund 21.	0	0	0	0	0	0	3,799,534	(3,799,534)	0	Transfer to Measure S Projects Fund 21.1 from Spec. Reserve
		0	0	0	0	0	0	0	0	0	
Total Budget Adjustments		$0	$0	$0	$0	$0	$0	$3,799,534	($3,799,534)	$0	

Object Codes

1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books & Supplies
5000 Services & Other Operating Supplies
6000 Capital Outlay
7000 Other Outgo
9000 Reserves

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 7

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. Dunsmore Elementary School Foundation wishes to donate to the District $5,000.00 to be used for Taiko Drum lessons for students at Dunsmore Elementary School.

b. Dunsmore Elementary School Foundation wishes to donate to the District $10,378.75 to be used for primary physical education for students at Dunsmore Elementary School.

c. Consulate General of the Federal Republic of Germany wishes to donate to the District through the Educational Services Department $11,472.00 to purchase instructional materials and supplies to be used in the German FLAG Program at Franklin Elementary School.

d. FACE Foundation wishes to donate to the District through the Educational Services Department $3,000.00 for operating services be used in the French FLAG Program at Franklin Elementary School.

e. CAF America wishes to donate to the District $250.00 to purchase instructional materials and supplies to be used at Fremont Elementary School.

f. Parker Anderson Learning Center wishes to donate to the District $530.00 to purchase materials to upgrade the teacher's lounge at Glenoaks Elementary School

g. Abraham Lincoln Elementary School Foundation wishes to donate to the District $2,500.00 to purchase tricycles for kindergarten students to be used at Lincoln Elementary School.

h. CA Retired Teacher's Association wishes to donate to the District through the Educational Services Department $1,000.00 to be used in the instrumental music program at Muir Elementary School.

i. Ken and Dee Leamon wishes to donate to the District $250.00 to purchase instructional materials and supplies to be used in the Japanese FLAG Program at Verdugo Woodlands Elementary School.

j. Wilson Middle School wishes to donate to the District $1,545.64 to purchase painting supplies to be used for the Lucas Memorial Gym Painting at Wilson Middle School.

k. Wilson Middle School wishes to donate to the District $6,676.36 to be used towards the Lucas Memorial at Wilson Middle School.

l. Glendale Educational Foundation wishes to donate to the District $10,000.00 to provide bus transportation for after school sports competitions at Roosevelt, Rosemont, Toll and Wilson Middle Schools.

m. Glendale Educational Foundation wishes to donate to the District $23,500.00 to provide stipends for 28 mental health interns serving the Student Wellness Department.

n. Adelante Latinos wishes to donate to the District through the Equity, Access and Family Engagement Department $250.00 for operating services for the 2022 Adelante Latinos ceremony.

o. Glendale Kiwanis Foundation wishes to donate to the District through the Equity, Access and Family Engagement Department $500.00 for operating services for the GATE Scholastic Bowl.

p. Frances Elaine Murphy wishes to donate various art supplies for student use within Glendale Unified School District.

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 8

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

PREPARED BY: Stephen Dickinson, Chief Business and Financial Officer

SUBJECT: **Rejection of Claim**

The Superintendent recommends that the Board of Education reject a claim submitted on behalf of Rachlin Partners Inc.

This claim for $72,854.70 was received from Collins + Collins, LLP on behalf of Rachlin Partners, Inc. related to the Monte Vista modular classroom project. The Superintendent recommends that the Board of Education reject the claim.

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

January 18, 2022

CONSENT CALENDAR NO. 9

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, Innovation & Facilities
SUBJECT:	**Approval of Project Closeout and Transfer of Funds from the New PDC/EEELP Palmer Project to the Marshall Elementary School Cafeteria/Multipurpose Building Project**

The Superintendent recommends that the Board of Education approve the project closeout and transfer of funds from the New PDC/EEELP Palmer Project to the Marshall Elementary School Cafeteria/ Multipurpose Building Project in the amount of $3,799,534.

In 2014, staff worked with consultants to begin planning the New PDC/EEELP Palmer Project, funded by Capital Projects funds. Following this approval, staff worked with consultant tBP Architecture and determined that the project would not be feasible with the proposed budget. Therefore, staff is requesting to close this project and transfer funds to the Marshall Elementary School Cafeteria/Multipurpose Building Project as recommended in September 2021.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 10

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 October 1, 2021, through December 31, 2021, is attached and will be sent to the Los Angeles County Office of Education (LACOE).

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.*

Los Angeles County Office of Education
Serving Students • Supporting Communities
Leading Educators

Williams Lawsuit Settlement
Quarterly Report on Uniform Complaints 2021-2022

District Name: Glendale Unified School District Date: January 12, 2022

Person completing this form: Carol Corbo Title: Sr. Administrative Secretary

Quarter covered by this report (Check One Below):

☐ 1st QTR	July 1 to September 30	Due	15-Oct	2021
☑ 2nd QTR	October 1 to December 31	Due	14- Jan	2022
☐ 3rd QTR	January 1 to March 31	Due	15-Apr	2022
☐ 4th QTR	April 1 to June 30	Due	15-Jul	2022

Date for information to be reported publicly at governing board meeting: January 18, 2022

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@lacoe.edu

Rev. 07-27-21

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 11

TO:	Board of Education
FROM:	Dr. Vivian Ekchian, Superintendent
SUBMITED BY:	Dr. Kelly King, Assistant Superintendent, Educational Services
PREPARED BY:	Dr. Marine Avagyan, Director, Equity, Access, and Family Engagement
SUBJECT:	**Approval of Services Agreement between Glendale Unified School District and Lead Learner Associates**

The Superintendent recommends that the Board of Education approve a Services Agreement between Glendale Unified School District and Lead Learner Associates in the amount of $1,600 to provide professional development to staff at Chamlian Armenian School.

Glendale Unified School District has contracted Lead Learner Associates to assist Chamlian Armenian School teachers and leaders in building capacity to increase skills in critical thinking processes of student activities. Chamlian chose to participate and receive Title II, Part A funds, which may be used to provide professional development to staff.

The training is scheduled for February 24, 2022. The total cost for these services is $1,600, which is covered by Title II, Part A funds.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.*

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

SERVICES AGREEMENT

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

The Parties do hereby contract and agree as follows:

1. **Term**
   Contractor shall commence providing services under this Agreement on or about 02/24/2022 and will diligently perform as required and complete performance by 02/24/2022.

2. **Scope of Services**

   Attached

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

3. **Compensation**
   District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a set for in Addendum A "Scope of Work." District shall pay Contractor the amount set forth in Addendum B "Cost Proposal" according to the following terms and conditions: Not to exceed One Thousand Six Hundred dollars ($1600.00).

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

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

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

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

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

7. **Joint Employer**

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

8. **Contractor's Employee Processing**

(i) **Employee Eligibility Verification**: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

(ii) **Fingerprinting and Criminal Background Check**: Contractor shall complete the background check requirements of California Education Code section 45125.1 for all of its employees who will be working on the District's school sites with students. The Contractor shall not staff the program with any employees who have been convicted of a violent felony listed in California Penal Code section 1192.7(c). The Contractor shall provide the District with fingerprinting/criminal background check for all employees who will be used to staff the program.

(iii) **Tuberculosis Clearance**: Contractor will ensure that all of its employees who will be working on the District's school sites with students are determined to be free of active tuberculosis by a medical professional. Contractor shall submit documentation to the District verifying that all of its employees who will be working on the District's school sites are determined to be free of active tuberculosis.

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

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

9. **Conduct on District Premises**

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

10. **Anti-Discrimination**

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

11. **Indemnification**

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

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

12. **Limitation of District Liability**

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

13. **Confidentiality**

The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

Both Parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other Party, it 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.

14. **Insurance**

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

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

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

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

(i) A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."

(ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.

(iii) An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

(iv) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. **Termination**

(i) **Without Cause by District**: District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

(ii) **Without Cause by Contractor**: Contractor may, upon sixty (60) days notice, with or without reason, **terminate** this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

(iii) **With Cause by District**: District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

a) Material violation of this Agreement by the Contractor;

b) Any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

16. **Certificates/Permits/Licenses**

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

17. **Delivery**

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

///

18. **Notice**

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

District:	**Contractor:**
Glendale Unified School District	Lead Learner Associates
223 N. Jackson Street	5033 Wilma Way
Glendale, California 91206	San Jose, CA 95124
ATTN: Stephen Dickinson	408-4424138

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

19. **Assignment**

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

20. **No Rights in Third Parties**

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

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

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

22. **Submittal of Documents**

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

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

23. **Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

24. **California Law**

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

25. **Waiver**

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

26. **Severability**

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

27. **Provisions Required By Law Deemed Inserted**

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

28. **Authority to Bind Parties**

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

29. **Attorneys' Fees and Costs**

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

30. **Headings**

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

31. **Signature Authority**

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

32. **Counterparts**

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

SIGNATURE PAGE

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

Company Name: Lead Learner Associates

By: _____ _____
Signature Title

_____ Dated: _____, 20__
Print Name

By: _____ _____
Signature Title

_____ Dated: _____, 20__
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; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

Information regarding Contractor:

License No.:

_____

Address: 5033 Wilma Way

San Jose, CA 95124

Type of Business Entity:

____Individual
____Sole Proprietorship
____Partnership
____Limited Partnership
____Corporation, State: _____
____Limited Liability Company

Other: _____

Employer Identification Number:

46-3999715

Telephone: 408-4424138

Email: _____

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

Glendale Unified School District

By: _____ _____
Signature Title

Dr. Kelly King Dated: _____, 20__
_____
Print Name

ADDENDUM A

SCOPE OF WORK

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Jeanie Cash and George Manthey, from Lead Learner Associates, will work with teachers and leaders in the development and delivery of professional Learning workshop of 4.5 hour workshop on Critical Thinking to be held February 24th on the Chamlian Campus for K-8 teachers.

Responsibilities of Lead Learner Associates:

- Work with school leaders in the development of the workshop.
- Prepare and produce all materials.
- Conduct workshops in a manner that engages participants as they build skills and increase Knowledge.
- Provide follow up as needed with school leadership regarding the ideas presented.

ADDENDUM B

"Cost Proposal"

Lead Learner Associates charges for this project:
- Not to exceed 1600.00 for the workshop including all expenses and materials

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Contractor: Lead Learner Associates

Signature: _____

Print Name and Title: _____

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

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ The Contractor, its employees, and subcontractors will have NO CONTACT with pupils.

☐ The Contractor, its employees, and subcontractors will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor or its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [Education Code section 45125.1 (c)]

☐ The Contractor, its employees, and subcontractors will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code section 45125.2 (a)] **Check all methods to be used:**

☐ 1) Installation of a physical barrier at the worksite to limit contact with students

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

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

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

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

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

Date: _____

Name of Contractor or Company: Lead Learner Associates

Representative's Name and Title: _____

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_____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undiselosed 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

_____
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 Lead Learner Associates ("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: Lead Learner Associates

Signature: _____

Print Name and Title: _____

EXHIBIT "E"

COVID-19 VACCINATION ADDENDUM TO GLENDALE UNIFIED SERVICES AGREEMENT

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

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

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

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

Name of Contractor: Lead Learner Associates

Signature: _____

Print Name and Title: _____

Date: _____

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 12

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 and Learning
SUBJECT:	**Approval of Revisions to Board Policy 6142.8 - Comprehensive Health Education**

The Superintendent recommends that the Board of Education approve revisions to Board Policy (BP) 6142.8 (Comprehensive Health Education) as recommended by the California School Boards Association (CSBA) and to comply with Education Code and federal and state laws.

BP 6142.8 – Comprehensive Health Education

CSBA Update March 2021
Last GUSD Update: November 2018

Board Policy 6142.8 is updated to reflect the 2019 state curriculum framework for health education, including emphasis on the physical, mental, and social well-being of students and integration of health education with other content areas of the District's curriculum.

Upon approval of the Board Policy, revisions will be made to the accompanying Administrative Regulation as needed following the normal District process.

A copy of the revised Board Policy is attached to this report.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: *Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.*

Instruction

Comprehensive Health Education

The Board of Education believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students. The District's health education program shall be part of a coordinated school health system which supports the physical, mental, and social well-being of students and is linked to District and community services and resources.

Goals for the District's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition education, physical activity, and other school-based activities that promote student well-being.

The District shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the District’s curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the District's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the District's health education program which may include, but not be limited to, a description of the District's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of District standards for health education, and the manner in which the District’s health education program supports the physical, mental, and social well-being of students.

Instruction

Comprehensive Health Education

Legal Reference: Education Code, Sections 8850.5; 35183.5; 49413; 49430-49434; 49490-49494; 49500-49505; 51202; 51203; 51210; 51210.8; 51220.5; 51260-51269; 51513; 51880-51881.5; 51890-51891; 51913; 51920; 51930-51939
California Code of Regulations, Title 5, Section 11800-11801
United States Code, Title 42, Sections 1751-1769j; 1758b; 1771-1793

Policy Adopted: 11/26/2018

Policy Amended: 01/18/2022

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 13

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 Italian, French, and Japanese Dual Language Immersion Programs**

The Superintendent recommends that the Board of Education accept grant funds in the amount of $19,600 from the Italian Consulate, the Italian Ministry of Foreign Affairs, and Fondazione Italia for the Italian Dual Language Immersion Program at Franklin Elementary School; the FACE Foundation in the amount of $3,000 for the French Dual Language Immersion Program at Franklin Elementary School; and the Japanese Business Association in the amount of $6,275 for the Dunsmore Elementary School, Verdugo Woodlands Elementary School, Wilson Middle School, and Glendale High School Japanese Dual Language Immersion Programs.

Glendale Unified School District has been awarded funding in the amount of $19,600 from the Consulate General of Italy in Los Angeles, the Italian Ministry of Foreign Affairs, and Fondazione Italia to support the Italian program at Franklin Elementary School. The funds will be used to cover the cost of classroom assistants to support target language instruction in upper grade classrooms. The District and the Italian Dual Language Immersion Program are extremely grateful for the generosity and support they receive annually for this program from these governmental and non-profit entities.

Glendale Unified School District has received funding from the FACE (French-American Cultural Exchange) Foundation in the amount of $3,000 to support the French Dual Language Immersion 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 funding GUSD received is for the proposal, "Creating a literacy and media rich French environment." The school will use the money for the following:

- Leveled reading books for class/school library
- Running record kits
- Release time for teachers to go observe other teachers (programs) and collaborate
- Professional learning (workshops, seminars, and conferences) to enhance reading pedagogy
- Guest speakers: authors, illustrators, performers
- Subscriptions to online resources such as Book Creator, Storyplayr, Projet Voltaire, and Lalilo

The District and the French Dual Language Immersion Program are extremely thankful for the ongoing generosity and support they receive annually for this program from the FACE Foundation.

The Japanese Dual Language Immersion Programs at Dunsmore Elementary, Verdugo Woodlands Elementary, Wilson Middle School, and Glendale High School have been awarded grants by the Japan Business Association as part of the 2021 Japan Enrichment Grant Awards. The funding will go towards purchasing calligraphy sets, furoshiki (traditional Japanese wrapping cloths), origami, and fans. Both Dunsmore and Verdugo Woodlands will also use part of their funding to hire a calligraphy instructor so students can learn how to write in Japanese using this art form.

The funding, totaling $6,275, was awarded as follows:

Dunsmore Elementary School	$2,675
Verdugo Woodlands Elementary School	$1,500
Wilson Middle School/Glendale High School	$2,100

The Glendale Unified School District is grateful to the Japan Business Association for the generous grants they have given to the Japanese Dual Language Immersion Programs every year since 2011.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 14

TO:	Board of Education
FROM:	Dr. Vivian Ekchian, Superintendent
SUBMITTED BY:	Dr. Kelly King, Assistant Superintendent, Educational Services
PREPARED BY:	Dr. Brook Reynolds, Executive Director, Educational Services
SUBJECT:	**Acceptance of Grant Funds from the California Retired Teachers Association for Muir Elementary School**

The Superintendent recommends that the Board of Education accept grant funds in the amount of $1,000 from the California Retired Teachers Association to support the instrumental music program at Muir Elementary School.

GUSD Music teacher, Karen Hayhurst, applied for and was granted $1,000 in funding from the California Retired Teachers Association, Glendale Foothill Division 11, whose mission is to provide support for students and teachers in the Burbank, Glendale and La Canada school districts with classroom purchases.

The grant funds will be used to purchase a music stand cart, which holds 25 stands, and as many Manhasset music stands as the funding allows.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 1: *Maximize Student Achievement – Close the digital and equity gap; offer robust in-person and independent study learning programs; and accelerate learning and improve attendance and engagement.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.*

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 15

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/Magnet Programs
SUBJECT:	**Acceptance of Grant Funds from the Korean Education Center (KEC) in Support of the Korean Clubs at Rosemont Middle School, Toll Middle School and Hoover High School**

The Superintendent recommends that the Board of Education accept grant funds in the amount of $2,000 from the Korean Education Center in Los Angeles to support the Korean Clubs at Rosemont Middle School, Toll Middle School and Hoover High School.

Glendale Unified School District's Korean Dual Language Immersion Program secondary schools, Rosemont Middle School, Toll Middle School, and Hoover High School, have been granted funding in the total amount of $2,000 to support and strengthen Korean Clubs through the Korean Education Center (KEC) in Los Angeles. The Korean Education Center awards grants based on the merit of the application and the availability of funds.

The breakdown of funding is as follows:

Rosemont Middle School	$1,000
Toll Middle School	$ 500
Hoover High School	$ 500

The Korean Dual Language Immersion Program continues to benefit from the strong partnership with the Korean Education Center in Los Angeles. The KEC was established by the Republic of Korea and is dedicated to educating Korean Americans who live in the Western United States with Korean language and culture, helping them connect with their heritage and understand traditions.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence;*

support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 16

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: Approval of Proposed Board Policy Relating to Employee Use of Email

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The Superintendent recommends that the Board of Education approve the proposed Board Policy (BP) 4040.1 (Employee Use of Email Communication).

BP 4040.1 – Employee Use of Email Communication

Board Policy (BP) 4040.1 – Employee Use of Email Communication has been created using guidelines in line with GUSD Professional Standards – Code of Ethics (BP/AR 4119.21) and Employee Use of Technology (BP/AR 4040). The purpose of this BP is to address the appropriate and professional use of District email, especially concerning treatment of employees, students, and other members of the school community. The District also has the right and the responsibility to monitor use of District equipment and networks, and to use this information as appropriate

A copy of the proposed BP is attached to this memo.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 3: *Ensure the Health and Safety of Students and Employees – Strengthen mental health support and programs; ensure best practices for safe and healthy learning environments; and support physical, social, and emotional wellbeing.*

Employee Use of Email Communication

The Board of Education expects District employees to maintain the highest level of ethical standards, behave professionally, follow District policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with colleagues, students, and other members of the school community. Employees shall engage in conduct that enhances the integrity of the District, advances the goals of the District's educational programs, and contributes to a positive school climate.

The Board of Education fully supports an email communication policy to establish guidelines for healthy communication between employees, students, and other members of the school community that is in line with GUSD Professional Standards – Code of Ethics (BP/AR 4119.21) and Employee Use of Technology (BP/AR 4040). This policy will ensure that all staff uses District data systems in a responsible, efficient, ethical, and legal manner.

Guidelines

1. In using the email communication platform, employees must communicate at all times in a manner that exemplifies personal integrity, dignity, and mutual respect.

2. Accurately represent adopted Board Policies, Administrative Regulations, and practices of the school district or educational institution when speaking or writing.

3. Give just and equitable treatment to all District personnel in the exercise of their professional rights and responsibilities.

4. Protect fellow employees from intentional harassment, embarrassment, or disparagement in email communications.

5. Treat all staff equitably and free from bias and/or in a defensive, retaliatory manner in email communications.

6. Present perspectives and opinions on work-related issues in ways that do not undermine the integrity and decisions of supervisors and colleagues in email communication.

7. Refrain from making false or malicious statements about a colleague(s) in email communication.

8. Use District technology safely, responsibly, and primarily for work-related purposes.

Employees should have no expectation of privacy regarding their use of District equipment, network, and/or internet access or files, including District email communication. The District

Employee Use of Email Communication

reserves the right to monitor and record all use of District technology, including but not limited to, access to the internet or social media, communications sent or received from District technology, or other uses within the jurisdiction of the District. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of District technology (such as web searches or emails) cannot be erased or deleted.

Violations of the law, Board Policy, or the Acceptable Use Agreement may result in revocation of an employee's access to District technology and/or discipline, up to and including termination. In addition, violations of the law, Board Policy, or this agreement may be reported to law enforcement agencies as appropriate.

Policy Adopted: --/--/2021

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2021

CONSENT CALENDAR NO. 17

TO: Board of Education

FROM: Dr. Vivian Ekchian, Superintendent

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

SUBJECT: Agreement with Azusa Pacific University

The Superintendent recommends that the Board of Education approve the Agreement for students in the School of Nursing between Glendale Unified School District and Azusa Pacific University.

This Agreement is between the Glendale Unified School District and Azusa Pacific University School of Nursing to provide instruction and clinical experience to students in the nursing program.

The term of the Agreement shall be for three (3) years, unless earlier terminated pursuant to the terms of the Agreement. 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 2021-22 BOARD PRIORITY NO. 2: *Foster a Positive Culture of Learning – Ensure equitable teaching and learning opportunities led by excellence; support culturally relevant curriculum that emphasizes inclusion; and increase school connectedness for students, parents, and families.*

AZUSA PACIFIC UNIVERSITY
SCHOOL OF NURSING
and

GLENDALE UNIFIED SCHOOL DISTRICT

Azusa Pacific University, domiciled in the City of Azusa, State of California (hereinafter called "UNIVERSITY") and GLENDALE UNIFIED SCHOOL DISTRICT domiciled in the City of Glendale, State of California (hereinafter called "FACILITY"), hereby agree:

RECITALS

UNIVERSITY is an institution of higher learning, which presently offers Bachelor's, Master's and Doctorate Degrees in various disciplines, fully accredited by the Western Association of School and Colleges, and the Commission on Collegiate Nursing Education (CCNE). FACILITY is an institution, which offers health services and facilities, and maintains appropriate state licensure.

UNIVERSITY and FACILITY desire to assist and cooperate with each other in providing instruction and clinical experience to students of nursing, which leads to the awarding of elective credit toward a Bachelor's, Master's or Doctorate degree, and/or continuing education units, from Azusa Pacific University.

UNIVERSITY has determined that its utilization of FACILITY comports with the requirements of section 1427 of title 16 of the California Code of Regulations.

TERMS OF AGREEMENT

1. ACCREDITATION:

FACILITY shall undertake to maintain standards of care and all other requirements necessary to insure continued Medi-Cal and/or Medicare certification and appropriate state licensure. It is recognized that UNIVERSITY is under the jurisdiction of various accrediting agencies with whose standards it must comply if UNIVERSITY is to maintain accreditation, and it is therefore agreed that UNIVERSITY will administer the Degree Program, and that UNIVERSITY will prescribe curriculum and courses of study. It is agreed that the Program is

the responsibility of UNIVERSITY, and that UNIVERSITY is in authority of the administration of the same. UNIVERSITY personnel recognize the responsibility to plan and work collaboratively and cooperatively with FACILITY, in providing student learning and patient care. Appropriate representatives of UNIVERSITY and FACILITY will meet as needed for the purpose of interpreting, discussing and evaluating students' clinical experience at the FACILITY.

Upon failure of either party to this AGREEMENT to obtain or maintain its certification or accreditation, the party hereto which has certification or accreditation, at its election, may terminate this AGREEMENT at the end of the academic year of the UNIVERSITY by giving at least one semester's written notice thereof to the party that does not have its said certification or accreditation and thereupon, this AGREEMENT shall terminate without further liability hereunder by either party to the other, except as provided for in Section 7 of this AGREEMENT. The term semester as used herein, means one half of a regular school year as now conducted by UNIVERSITY or its then equivalent.

2. TRANSPORTATION OF NURSING STUDENTS BETWEEN UNIVERSITY AND FACILITY:

Neither UNIVERSITY nor FACILITY will provide transportation for nursing students between campus of UNIVERSITY and FACILITY. Each nursing student shall be responsible for his or her transportation between UNIVERSITY campus and FACILITY.

3. INSURANCE:

a) Worker's Compensation Insurance and Employer's Liability Insurance: FACILITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. UNIVERSITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and students.

b) Professional Liability Insurance: FACILITY shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and agents. UNIVERSITY shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in

the aggregate, for its employees, agents, and students.

- General Liability Insurance: FACILITY shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and agents. UNIVERSITY shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees, agents, and students.
- UNIVERSITY maintains proof of all insurance coverage and will provide said proof to FACILITY upon request. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any insurance coverage required by this Agreement, UNIVERSITY shall give written notice thereof to FACILITY not more than ten (10) days following the date of UNIVERSITY'S receipt of such notification.
- FACILITY maintains proof of all insurance coverage and will provide said proof to UNIVERSITY upon request.

4. CONFIDENTIALITY:

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the FACILITY or the project shall remain strictly confidential and shall not be disclosed without consent of the FACILITY.

The University shall notify students that they are responsible for respecting and maintaining the confidentiality of all Health Information with respect to all patients of the FACILITY, including without limitation, all Health Information regarding a patient's: 1) Medical treatment and condition; 2) Psychiatric and Mental Health; and 3) Substance abuse and Chemical dependency, which the student may receive pursuant to this Agreement. The student agrees to comply with the terms and conditions of the: (i) Confidentiality of Medical Information Act of 1981, California Civil Code Section 56 et seq. (General Patient Medical Records); (ii) California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and (iii) 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

5. ANTI-DISCRIMINATION:

The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990, the California Fair Employment and House Act (California Government Code Section 12900), California Labor Code Section 1735, and the regulations related thereto. The parties will not unlawfully discriminate against any individual including but not limited to employees or applicants for employment and/or students because 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 addition, the UNIVERSITY agrees to require like compliance by all of its students.

6. STUDENT AGENCY ASSIGNMENT:

The assignment of nursing students within the FACILITY shall be made by the UNIVERSITY, or UNIVERSITY faculty assigned to the facility (if any), in accordance with students' educational needs as determined by the curriculum of the UNIVERSITY'S program. Physical facilities of FACILITY for such assignments will be made available therefore by FACILITY, and FACILITY will adhere to the placement objectives set forth by the UNIVERSITY.

- The student will be officially enrolled in a nursing course of study at Azusa Pacific University.
- The student will work with a FACILITY preceptor(s) agreed upon by FACILITY, UNIVERSITY and student.
- The UNIVERSITY and/or student will prepare objectives for the clinical experience with the approval of UNIVERSITY faculty and FACILITY preceptor(s), and FACILITY'S preceptor(s) shall instruct students in their clinical training at FACILITY in accordance with those objectives.
- The clinical hours to meet the student's learning needs will be jointly arranged by the UNIVERSITY, FACILITY, and student.
- Student evaluations will be the responsibility of the UNIVERSITY faculty with input

from the FACILITY preceptor(s).

- The student will meet all time obligations or otherwise notify the FACILITY preceptor(s) of alterations in advance.
- The UNIVERSITY shall notify students that they are responsible for following the internal protocols, policies, procedures, rules and regulations established by FACILITY; and all requirements of the Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission" or "JCAHO"), as may be revised from time to time.

7. RESERVATION OF RIGHTS:

FACILITY reserves the right for its Administrator to exercise exclusive control over the administration, operation, maintenance and management of FACILITY, and faculty and students while students are in residence at the FACILITY and subject thereto. UNIVERSITY reserves the right to exercise control and supervision over the operation, curriculum, faculty and students of the School of Nursing within the prescribed framework.

8. TERMINATION AND TERM LENGTH OF THIS AGREEMENT:

The AGREEMENT may be terminated by either party thereto by delivery of thirty (30) days prior written notice of termination to the other party hereof, and delivery of a copy of said notice to the Board of Directors or Trustees, or the organization having jurisdiction over either of the parties hereto, or of which either party hereto is a member, and whose laws, rules or regulations require that such notice be given to such Board or organization. In the event such notice of termination is given for any reason including for loss of certification or accreditation as provided for in Section 1 hereof, the UNIVERSITY and FACILITY will continue to discharge their obligations as expressed herein to each other as to the nursing students then enrolled. This AGREEMENT is for the term of three (3) years, unless earlier terminated pursuant to the terms of this Agreement.

9. MISCELLANEOUS:

a) Patient Care: The FACILITY shall remain in charge of and provide appropriate supervisory personnel for patient care. FACILITY is at all times responsible for care and supervision of its patients, and FACILITY warrants that FACILITY has adequate staffing to ensure safe and continuous health care services to FACILITY'S patients,

and that students shall not be substituted for FACILITY staff necessary for reasonable coverage.

(b) Orientation: The FACILITY will provide for the UNIVERSITY and its nursing students and faculty appropriate orientation prior to and, if required, during each semester. Orientation shall include familiarization with relevant FACILITY purpose, policies, procedures and facilities.

(c) Hepatitis B: UNIVERSITY requires the hepatitis B vaccine and vaccination series for all of its health care students who have occupational exposure. UNIVERSITY also follows up with all students who have had an exposure incident at no cost to them, once the student has received the required training and within ten working days of initial assignment. All students are assured that if the hepatitis B vaccination has previously been declined (for which a signed declaration has been obtained) that the vaccination series is still available to such student.

(d) Universal Precautions: The UNIVERSITY nursing curriculum contains Universal Precautionary Practices, which include a general explanation of the epidemiology and systems of blood borne disease, modes of transmission, and information on the hepatitis B vaccination, as well as other pertinent information.

(e) Health Clearance: The UNIVERSITY assumes responsibility for maintaining a current (within a year) certification of health clearance, including verification of a titer test proving immunity to rubella and measles or proof of two (2) immunizations, Quantiferon Gold or two-step PPD Test followed by annual renewals or chest x-ray and tuberculosis questionnaire showing no active tuberculosis, two (2) immunizations or positive titer for Varicella-zoster virus (chicken pox), proof of immunization, three (3)-series, against hepatitis B (heptavac) or positive titer, and evidence of a Tetanus, Diphtheria, Pertussis, (Tdap) vaccination. UNIVERSITY shall ensure compliance with this Paragraph and shall maintain files of all health examinations of students assigned to FACILITY.

(f) Background Check: The UNIVERSITY shall require each assigned student to submit to a complete background check as a condition of participation in the Program. The background check will be considered "completed" if it includes all of the following

elements: (1) 7 year criminal background check in current and previous counties of residence and employment; (2) confirmation that the assigned student is not listed as sexual offender and, if requested by the FACILITY, in any child abuse registry; (3) evidence that the assigned student is eligible to participate in all federal and state health programs and verification that the student is not on the OIG or GSA exclusion list.

10. MUTUAL INDEMNIFICATION:

a) UNIVERSITY shall indemnify, save and hold harmless FACILITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of UNIVERSITY officers, directors, agents, and employees during the course and scope of a UNIVERSITY's student's clinical training.

b) FACILITY shall indemnify, save and hold harmless UNIVERSITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of FACILITY officers, directors, agents or employees during the course and scope of a UNIVERSITY's student's clinical training.

11. AMENDMENTS:

This AGREEMENT and each of their terms and provision hereof may be amended from time to time by the parties hereto by written amendment only and executed by the parties hereto.

12. STATUS OF STUDENTS: The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:

a) **Students Participating in Unpaid Internship not at Student's Place of Employment:** It is understood by the parties that the UNIVERSITY's students are fulfilling specific requirements for clinical experiences as part of a degree requirement, and therefore, the UNIVERSITY's students do not thereby become employees or agents of UNIVERSITY by virtue of their clinical training. The UNIVERSITY shall be responsible for providing general liability, professional

liability, and workers' compensation coverage for such students, pursuant to Section 3 (Insurance) of this Agreement.

b) **Students Participating in Unpaid Internship at Student's Place of Employment:** It is understood by the parties that the UNIVERSITY and FACILITY shall keep the clinical training and work duties of the UNIVERSITY's students strictly separate. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students' clinical training, pursuant to Section 3 (Insurance) of this Agreement, and the FACILITY shall be responsible for providing insurance coverage for such students' activities as an employee.

c) **Students Participating in Paid Internship:** If the UNIVERSITY's students are provided with a nominal stipend from the FACILITY intended to reimburse them for estimated expenses related to their clinical training, the UNIVERSITY's students do not thereby become employees or agents of FACILITY, and UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students pursuant to Section 3 (Insurance) of this Agreement; however, FACILITY shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the UNIVERSITY's students are paid by the FACILITY for their services, then they become employees of the FACILITY, and FACILITY is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section 3 (Insurance) of this Agreement; in addition, Section 9 (Mutual Indemnification) shall not apply to either party.

13. GOVERNING LAW:

This Agreement shall be construed and enforced in all respects to the laws of the State of California. Both Parties agree that any action brought under this Agreement shall be exclusively in the County of Los Angeles.

14. ATTORNEY'S FEES:

If any action at law or in equity is brought to enforce or interpret the terms of this Agreement or to enforce any obligation owing under the Agreement, the prevailing Party shall be

entitled, in addition to such other relief as may be granted, to the attorney's fees, expert witness fees, and costs incurred by reason of the litigation or arbitration. The amount recoverable includes attorney's fees and expert witness' fees incurred in preparation for or investigating of any matter relating to the litigation or arbitration.

15. ENTIRE AGREEMENT:

This Agreement contains the entire understanding between Parties with respect to the subject matter of this Agreement and incorporates all of the covenants, conditions, promises, and agreements exchanged by Parties hereto. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, or communications, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

16. SEVERABILITY:

If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of such applicable laws without invalidating the remaining provisions herein, unless such an invalidity or unenforceability would defeat an essential business purpose of this Agreement.

IN WITNESS WHEREOF, the Parties to this AGREEMENT have hereunto set their hands in duplicate, this_____day of_____, 2021.

GLENDALE UNIFIED SCHOOL DISTRICT
223 North Jackson Street
Glendale, CA 91206
818-241-3111 Phone
818-547-3207 Fax

By_____
Darneika Watson, PhD
Chief Human Resources & Operations Officer

AZUSA PACIFIC UNIVERSITY
701 E. Foothill Blvd./ PO Box 7000
Azusa, CA 91702-7000
626-815-5386 Phone
626-470-9644 Fax

By_____
Aja Tulleners Lesh, PhD, RN
Dean, School of Nursing

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 18

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: **Cash Transfer of Funds from the Capital Project and Improvement Fund (40.1) to the Measure S Projects Fund (21.1)**

The Superintendent recommends that the Board of Education approve the cash transfer of $3,799,534 from the Capital Project and Improvement Fund (40.1) to the Measure S Projects Fund (21.1) to support the Marshall Elementary School Cafeteria/Multipurpose Building project.

This cash transfer from the Capital Project and Improvement Fund (40.1) to the Measure S Projects Fund (21.1) represents $3,799,534 budgeted to support the Marshall Elementary School Cafeteria/Multipurpose Building project, authorized by the Board of Education on January 18, 2022, Consent Item No. 9.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

GLENDALE UNIFIED SCHOOL DISTRICT

January 18, 2022

CONSENT CALENDAR NO. 19

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: **Extension #4 of Agreement for Armored Transportation Services with Fortress Armored Services Company from January 1, 2022 through December 31, 2022**

The Superintendent recommends that the Board of Education approve the extension of agreement with Fortress Armored Services Company for armored transportation services from January 1, 2022 through December 31, 2022.

Pursuant to California Education Code Section 17596, service contracts may be renewed by mutual consent for up to five (5) years. The Board of Education, at its meeting on January 11, 2018, approved the award of contract to Fortress Armored Services Company in response to RFP No. P-54A-17/18. This is the fourth and final renewal; contract term for this renewal is January 1, 2022 through December 31, 2022.

Fortress Armored Services Company provides services for daily pickup and transport of funds to the bank for nine (9) school sites. The vendor has performed effectively, providing secure and timely services. Due to inflation and minimum wage increases over the past year, there will be a ten percent (10%) increase to the current fee schedule.

It is recommended that the Board of Education approve the extension of this service agreement with Fortress Armored Services Company from January 1, 2022 through December 31, 2022.

Funding for these services is made from Child Nutrition Services, Fund 13.0.

TO SUPPORT 2021-22 BOARD PRIORITY NO. 4: *Maintain District Financial Responsibility – Ensure the fiscal health of the District; implement a fiscal plan to preserve the District resources; plan for the District's future educational and facility needs.*

Agreement

THIS AGREEMENT, made and entered into this **18th** day of **January 18, 2022**, by and between the Glendale Unified School District (hereinafter called the **District**) and Fortress Armored Services Company (hereinafter called the **Service Provider**) , which may also be referred to individually as "**Party**" or collectively as "**Parties**."

This agreement is comprised of all of the documents related to the RFQ #P-54A-17/18 – Armored Transportation Services. Delivery of services is of the essence in this Agreement as set form in the terms of the Request for Proposals. The District reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work.

1. **Governing Law and Venue**: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the District in which the District's administrative offices are located.

2. **Entire Contract**: This Contract, when accepted by the Service Provider either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any District employee or agent, shall not be valid or binding on District unless accepted in writing by District's Board of Trustee.

3. **Pricing - Contract Term**: The contract term shall be **January 1, 2022, through December 31, 2022**, and quoted prices must stay in effect in this period.

4. **Payment**: A monthly statement shall be sent in duplicate to the District address. The Service Provider shall only be compensated for services provided in accordance with the Scope of Work. The District shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Contract Terms and Conditions.

5. **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.

6. **Safety**: Service Provider shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Service Provider shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life

protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures. Acceptance of this agreement shall constitute an agreement upon Service Provider's part to indemnify, defend and hold District and its indemnities harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by District by reason of the failure of the services to conform to such faulty work performance, negligent or unlawful acts, and noncompliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

7. **Assignment or Sub-Contracting**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Service Provider without the express written consent of District. Any attempt by Service Provider to assign or subcontract the performance or any portion thereof of this Contract without the express written consent of District shall be invalid and shall constitute a breach of this Contract.

8. **Anti-Discrimination**: Pursuant to Board Policy 4030, Glendale Unified School District prohibits discrimination and/or harassment of any person based on race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation. Therefore, the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the Contract by the Contractor.

9. **Termination**: In addition to any other remedies or rights it may have by law, District has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Service Provider. Exercise by District of its right to terminate the Contract shall relieve District of all further obligations.

10. **Consent to Breach Not Waiver**: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

11. **Remedies Not Exclusive**: The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

12. **Independent Contractor**: Service Provider shall be considered an independent contractor and neither the Service Provider, its employees, nor anyone working under Service Provider shall be considered an agent or an employee of the District. Neither Service Provider, its employees nor anyone working under Service Provider shall qualify for workers' compensation or other fringe benefits of any kind through District.

13. **Performance**: Service Provider shall perform all work under this Contract, taking necessary steps and precautions to perform the work to District's satisfaction. Service Provider shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other

goods/services furnished by the Service Provider under this Contract. Service Provider shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of District required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

14. **Indemnification and Insurance**: To the furthest extent permitted by California law, Service Provider shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, consultants, 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 consultants' 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 Service Provider, its officials, officers, employees, subcontractors, consultants, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, 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 Service Provider 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 Service Provider proposes to defend the indemnified parties.

    a. Insurance Provisions: Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the District Certificates of Insurance, including all endorsements required herein, necessary to satisfy the District that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the District during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.
    b. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the Board. If the contractor fails to maintain insurance acceptable to the District for the full term of this contract, the District may terminate this contract.
    c. Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A-(Secure Best's Rating) and VIII (Financial Size Category). If the insurance carrier is a non-admitted carrier in the state of California, the Board retains the right to approve or reject carrier after a review of the company's performance and financial ratings. This policy or policies of insurance maintained by the Service Provider shall provide the minimum limits and coverage as set forth below:

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability – Any Auto	$1,000,000 per occurrence;
Professional Liability	$1,000,000 occurrence;
Workers Compensation	Statutory limits pursuant to State law

d. Required Coverage Forms The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

e. Required Endorsements: The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

i. An Additional Insured endorsement using ISO form CG 2010 or CG
ii. 2033 or a form at least as broad naming the District, its elected and appointed officials, officers, employees, agents as Additional Insureds.
iii. A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing. All liability insurance, required by this Contract shall be at least $1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

All insurance policies required by this Contract shall waive all rights of subrogation against the District and members of the Board, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the District, and members of the Board, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the District 30-day notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy). Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by the District, award may be made to the next qualified vendor.

District expressly retains the right to require Service Provider to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by Board as appropriate to adequately protect District. District shall notify Service Provider in writing of changes in the insurance requirements. If Service Provider does not deposit copies of acceptable certificates of insurance and endorsements with District incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Service Provider, and District shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

All insurance policies required by this Contract shall give the District notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

15. **Bills and Liens**: Service Provider shall pay promptly all indebtedness for labor, materials or equipment used in performance of the work. Service Provider shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Service Provider shall promptly procure its release and indemnify, defend, and hold District harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

16. **Changes**: Service Provider shall make no changes in the work or perform any additional work without the District's specific written approval. (GC11010.5)

17. **Change of Ownership**: Service Provider agrees that if there is a change or transfer in ownership of Service Provider's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Service Provider's duties and obligations contained in this Contract and complete them to the satisfaction of District.

18. **Force Majeure**: Service Provider shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Service Provider gives written notice of the cause of the delay to District within 24 hours of the start of the delay and Service Provider avails himself of any available remedies.

19. **Confidentiality**: Service Provider agrees to maintain the confidentiality of all District and District-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Service Provider and Service Provider's staff, agents and employees.

20. **Compliance with Laws**: Service Provider shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Service Provider shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Service Provider observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Service Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Service Provider's receipt of a written termination notice from the District. If Service Provider performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Service Provider shall bear all costs arising therefrom.

21. **Licenses**: If a license of any kind having terms intended to include evidence of registration is required of Service Provider, its employees, agents, or subcontractors by federal or state law, Service Provider warrants that such license has been obtained, is valid and in good standing, and Service Provider shall keep it in effect at all times during the terms of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

22. **Terms and Conditions**: Service Provider acknowledges that it has read and agrees to all terms and conditions included in this Contract.

23. **Severability**: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24. **Attorney Fees**: In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

25. **Authority**: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

26. **Employee Eligibility Verification**: The Service Provider 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 Service Provider 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 Service Provider shall retain all such documentation for all covered employees for the period prescribed by the law. The Service Provider 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 Service Provider 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.

27. **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.

28. **Provisions Required By Law Deemed Inserted**: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

29. **Conduct on District Premises**: Service Provider 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 Service Provider has been provided with a copy of each such policy or procedure. Service Provider shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. 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. Service Provider's employees shall not smoke or use profanity or other inappropriate language while on site. Service Provider'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.

30. **Contact with Students**: Contractor will not permit any of it employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character to the District or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractor hired by Contractor shall be subject to and shall comply with this section and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

31. **Fingerprint Clearance**: Under Education Code Section 45125.1, Service Provider and its subcontractors shall ensure that all employees working with the Glendale Unified School District obtain fingerprint background clearance through the California Department of Justice screening process: Service Provider will ensure that subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code Section 44830.1 (c)(1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined by Education Code Section 44011.

32. **Tuberculosis Examination**: Service Provider and its subcontractors shall ensure that all employees working with the Glendale Unified School District will provide a tuberculosis (TB) certificate of clearance prior to commencing initial employment. Service Provider will ensure that subcontractors will not place any person at a school without a valid TB certificate on file showing the employee was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).

33. **Notices**: All notices under this Agreement shall be in writing and shall be delivered by personal service or by certified or registered mail, postage prepaid, return receipt requested, to the parties. Any written notice to any of the parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or if served by facsimile transmission (with confirmation of receipt), or seventy-two (72) hours after mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices to the parties shall be addressed as follows:

To District:	Glendale Unified School District Christine J. Ward, Director Procurement & Contract Services 223 N Jackson Street Glendale, CA 91206 Email at: CWard@gusd.net 818-241-3111 ext. 1476
To Service Provider:	Fortress Armored Services Company Scott Gaglio, Chief Operating Officer 15616 Inglewood Avenue Lawndale, CA 90260 Email at: scott.gaglio@fortressarmored.com

Continued… signature page

Agreement Signature Page

I have read all terms of the "Agreement" and will accept these terms as outlined if awarded:

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT	**CONTRACTOR**
GLENDALE UNIFIED SCHOOL DISTRICT,	**FORTRESS ARMORED SERVICES COMPANY**
a California School District	
By:	By:
Stephen Dickinson	
Chief Business & Financial Officer	Name:
	Title:

EXHIBIT A: Service Route Location and Schedule

	School Site/Locations	Liability Coverage per shipment	Frequency of Service	Time of Service*
1	Clark Magnet High School 4747 New York Avenue La Crescenta, CA 91214 Pick up from cafeteria	$ 20,000.00	Monday-Friday	7:00pm-2:30pm
2	Wilson Middle School 1221 Monterey Road Glendale, CA 91206 Pick up from cafeteria	$ 20,000.00	Monday-Friday	7:00pm-2:30pm
3	Toll Middle School 700 Glenwood Road Glendale, CA 91202 Pick up from student store	$ 20,000.00	Monday-Friday	7:00pm-2:30pm
4	Rosemont Middle School 4725 Rosemont Avenue La Crescenta, CA 91214 Pick up from cafeteria	$ 20,000.00	Monday-Friday	7:00pm-2:30pm
5	Roosevelt Middle School 222 E. Acacia Avenue Glendale, CA 91205 Pick up from front office	$ 20,000.00	Monday-Friday	7:00pm-2:00pm
6	Hoover High School 651 Glenwood Road Glendale, CA 91202 Pick up from cafeteria	$ 20,000.00	Monday-Friday	7:00pm-2:00pm
7	Glendale High School 1440 E. Broadway Glendale, CA 91205 Pick up from ASB	$ 20,000.00	Monday-Friday	7:00pm-2:00pm
8	Crescenta Valley High School 2900 Community Avenue La Crescenta, CA 91214 Pick up from cafeteria	$ 20,000.00	Monday-Friday	7:00pm-2:00pm
9	Nutrition Services 349A. W. Magnolia Avenue Glendale, CA 91204	$ 20,000.00	Monday-Friday	7:00pm-2:00pm

avoiding 11:00 am to 12:00 pm

	School Site/Locations	Liability Coverage per shipment	Max. Bags per Pickup	Proposed Cost Per Pickup
1	Clark Magnet High School 4747 New York Avenue La Crescenta, CA 91214 Pick up from cafeteria	$20,000.00	5	$21.53
2	Wilson Middle School 1221 Monterey Road Glendale, CA 91206 Pick up from cafeteria	$20,000.00	5	$21.53
3	Toll Middle School 700 Glenwood Road Glendale, CA 91202 Pick up from student store	$20,000.00	5	$21.53
4	Rosemont Middle School 4725 Rosemont Avenue La Crescenta, CA 91214 Pick up from cafeteria	$20,000.00	5	$21.53
5	Roosevelt Middle School 222 E. Acacia Avenue Glendale, CA 91205 Pick up from front office	$20,000.00	5	$21.53
6	Hoover High School 651 Glenwood Road Glendale, CA 91202 Pick up from cafeteria	$20,000.00	5	$21.53
7	Glendale High School 1440 E. Broadway Glendale, CA 91205 Pick up from ASB	$20,000.00	5	$21.53
8	Crescenta Valley High School 2900 Community Avenue La Crescenta, CA 91214 Pick up from cafeteria	$20,000.00	5	$21.53
9	Nutrition Services 349A. W. Magnolia Avenue Glendale, CA 91204	$20,000.00	5	$21.53